



Victoria Government Gazette

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No. G 19 Thursday 10 May 2018

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GENERAL

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As from 10 May 2018

The last Special Gazette was No. 210 dated 8 May 2018.

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
-

PRIVATE ADVERTISEMENTS**DISSOLUTION OF PARTNERSHIP**

The partnership previously conducted by Sangeeta Dolores D'souza and Jeanne Renuka Senanayake, under the registered business name Barefoot Immigration and Legal Services, has been dissolved by agreement on 20 March 2018. SANGEETA DOLORES D'SOUZA and JEANNE RENUKA SENANAYAKE, PO Box 1026, Waverley Gardens 3170.

DISSOLUTION OF PARTNERSHIP

Notice is hereby given in accordance with section 41 of the **Partnership Act 1958** that the partnership of H. J. Simpson and P. J. Simpson ABN 62 071 503 307, trading as 'H & P Simpson' and 'Howard & Pam Simpson', is dissolved effective from 29 March 2018.

Re: RYWKA SZTERN (also known as Rywka Stern and Rena Stern), late of 619 St Kilda Road, Melbourne, Victoria, widow, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the deceased, who died on 30 April 2017, are required by the executors, Esther Stern and Jacob Franklin Okno, to send particulars to the executors, care of the lawyers named below, by 10 July 2018, after which date the executors will distribute the assets, having regard only to the claims of which they have notice.

ALAN WAINWRIGHT J. OKNO & CO.,
lawyers,
1/8 Market Street, Melbourne 3000.

Re: DINA BACALIS, deceased, late of 126 Essex Street, Pascoe Vale, Victoria, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 November 2016 at Epping, Victoria, leaving property in Victoria and, in particular, 126 Essex Street, Pascoe Vale, Victoria, are required by the trustee, Peter Gregory Antippa, to send particulars to the trustee, care of Antippa Lawyers of Room 3, Level 5, 2 Collins Street, Melbourne, Victoria, by 29 June 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.

DOUGLAS ERNEST SHEPPARD, late of 294 Maroondah Highway, Ringwood, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 August 2017, are required by Australian Unity Trustees Limited ACN 162 061 556, of Level 14, 114 Albert Road, South Melbourne, Victoria, the executor, to send particulars to it by 21 July 2018, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

AUSTRALIAN UNITY TRUSTEES
LEGAL SERVICES,
7/189 Flinders Lane, Melbourne, Victoria 3000.

MILDRED CHRISTINA ROUT, late of Uniting AgeWell, 141 Highfield Road, Camberwell, Victoria 3124, secretary/executive assistant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased (who died on 28 February 2017), are required by Veronica Diane Roux, the executor of the Will of the deceased, to send particulars of their claims to her, care of the undermentioned solicitors, by 11 July 2018, after which date she will convey or distribute the assets, having regard only to the claims of which she then has notice.

B2B LAWYERS,
76 Jolimont Street, East Melbourne,
Victoria 3002.

Re: HENRIETTA ALTMAN, late of Unit 7, 318 Orrong Road, Caulfield, Victoria 3162.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 November 2017, are required by the executor, Bennie Gershov, to send particulars of their claim to him, care of the undermentioned solicitor, by 16 July 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

B. GERSHOV, lawyer,
Level 14, 350 Queen Street, Melbourne,
Victoria 3000.

Estate WILLIAM OWEN MARSHALL, late of 150 Victoria Street, Kerang, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 13 January 2018, are required by the executor, Wendy Anne Marshall, to send particulars of such claims to her, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

Dated 2 May 2018

BASILE & CO. PTY LTD, legal practitioners, consultants and conveyancers (Vic. and NSW), 46 Wellington Street, Kerang, Victoria 3579.
RB:GR:18038.

Re: Estate of RICHARD MITCHINSON, late of Livingstone Gardens Residential Aged Care Facility, 39 Livingstone Road, Vermont South, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 January 2018, are required by the trustee, Richard Mitchinson, 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.

MYRA JOSEPHINE COLLINS, late of 8 Huntingfield Road, Toorak, Victoria, seamstress, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 August 2017, are required by the executor and trustee, Sophie Emma Day, to send particulars to her, care of the undermentioned lawyers, by a date not later than two months from the date of publication hereof, after which date she may convey or distribute the assets,

having regard only to the claims of which she has notice.

CORNWALL STODART,
10/114 William Street, Melbourne,
Victoria 3000.

Re: ANTONIO EGIDIO BASILONE, late of 375–379 Mason Street, Altona North, Victoria 3025.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 October 2017, are required by the executors, Mary Concettina Mangion (in the Will called 'Maria Concentina Mangion'), Joseph Nicola Basilone (in the Will called 'Joseph Nicole Basilone') and Angelo Antonio Basilone (in the Will called 'Angelo Anthony Basilone'), to send particulars of their claim to them, care of the undermentioned solicitors, by 10 July 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

DANIEL LAWYERS & ASSOCIATES,
Shop 10, 10 Droop Street, Footscray 3011.

Re: BRADLEY MARK ASKEW, late of 26 Gardam Court, Bruthen, Victoria, commercial landscaper, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovementioned deceased, who died on 22 July 2017, are required by the administrator, Belinda Rose Robinson, to send particulars of such claims to her, care of the undermentioned solicitors, by 12 July 2018, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

DAVIS LAWYERS,
Level 15, 200 Queen Street, Melbourne,
Victoria 3000.

Re: ERIC KEITH VILLIERS, late of Vermont Retirement Village, Unit 53, 562 Burwood Highway, Vermont, Victoria, former court advocate, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the

abovementioned deceased, who died on 27 October 2017, are required by the executrix, Linda Ann Jean Alexopolous-Villiers, to send particulars of such claims to her, care of the undermentioned solicitors, by 12 July 2018, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

DAVIS LAWYERS,
Level 15, 200 Queen Street, Melbourne,
Victoria 3000.

JEAN MARGARET JASON, late of 41–47 Victoria Street, Ironbark, Victoria, retired embosser, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 February 2018, are required by the trustee, Equity Trustees Wealth Services Limited ACN 006 132 332, of the address below, to send particulars to the trustee by 9 July 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.

EQUITY TRUSTEES WEALTH
SERVICES LIMITED,
18 View Street, Bendigo, Victoria 3550.

NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958
(SECTION 33 NOTICE)

Notice to Claimants

JEAN FLORENCE MACDONALD, late of 10–14 Pretoria Street, Balwyn, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 December 2017, are required by the trustee, Equity Trustees Wealth Services Limited, of 1/575 Bourke Street, Melbourne, Victoria, to send particulars to the trustee by 10 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

EQUITY TRUSTEES WEALTH
SERVICES LTD,
1/575 Bourke Street, Melbourne, Victoria 3000.

LINDA MAVIS JEFFERY, late of Swan Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 October 2017, are required by Alan Roy Jeffery, the executor of the Will of the deceased, to send particulars of their claims to him, 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 he then has notice.

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

ELLEANOR PATRICIA THELMA
MATTHEWS, late of Berwick, Victoria,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 August 2017, are required by Andrew Patrick Matthews, the executor of the Will of the deceased, to send particulars of their claims to him, 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 he then has notice.

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

OLIVE LORRAINE WILLIAMS, late of Swan Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 September 2017, are required by June Anne Rogers, 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.

Re: The estate of TERESA FRANKS, of 40A Tormore Road, Boronia, Victoria 3155, draftswoman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 January 2018, are required by the trustees, Antony Raymond Franks and Samantha Jane Franks, to send particulars of such claims to them, care of the undersigned, by 12 July 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

HUTCHINSON LEGAL,
12 Warrandyte Road, Ringwood, Victoria 3134.

FREDERICK DUMAR, late of 11 Fairview Street, Hawthorn, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 February 2017, are required by the trustee, Wendy Ann Ross, to send particulars to her, care of the undermentioned solicitor, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

JOHN X. SMITH, solicitor,
Suite 17, 600 Lonsdale Street, Melbourne,
Victoria 3000.

Re: RAYMOND HENRY SMYRK, late of 2 Eileen Grove, Woori Yallock, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 February 2018, are required by the trustee, Anne Rae Young, to send particulars to her, care of the undersigned, by 20 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

KEN SMITH & ASSOCIATES, solicitors,
434 Maroondah Highway, Lilydale 3134.

Re: GILMOUR CARMICHAEL, late of Unit 10, 108 Church Road, Keysborough, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of GILMOUR CARMICHAEL, deceased, who died on 2 March 2018, are required by the trustees,

Paul James Carmichael and Robyn Margaret Boniwell, to send particulars of their claim to the undermentioned firm by 15 June 2018, after which date the said trustees will convey or distribute assets, having regard only to the claims of which they then have notice.

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

Re: RONALD MORTON LOWATER, deceased.

RONALD MORTON LOWATER, late of Wornack Aged Care, 6–8 Killara Street, West Sunshine, retired labourer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 August 2017, are required by the trustee, Roslyn June Williams, to send particulars to her, care of Loft & Associates, PO Box 2358, Footscray 3011, by 9 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

LOFT & ASSOCIATES, barristers and solicitors,
16 Droop Street, Footscray 3011.

Re: MAY GLADYS MELVINA JOPP, late of Kirkbrae Presbyterian Homes, 794 Mt Dandenong Road, Kilsyth, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 November 2017, are required by the trustee, Patricia Ann Mosdall, to send particulars to the trustee, care of the undermentioned solicitors, by 13 July 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:2172259.

Re: ANNELIESE KASCHEL (in the Will called 'Annaliese Kaschel') (and also known as 'Annaliese Nelles'), late of Regis Cranbourne Aged Care Facility, 18 Sherwood Road, Junction Village, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 March 2018, are required by the trustee, Bill Constantinos Papadopoulos, to send particulars to the trustee, care of the undermentioned solicitors, by 13 July 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.
CDHP:2180396.

Re: STUART FOWLER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 February 2018, are required by the legal personal representative, Brian Emlyn Walters, to send particulars to the legal personal representative, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 9 July 2018, after which date the legal personal representative may convey or distribute the assets, having regard only to the claims of which the legal personal representative has notice.

MOORES,
Level 1, 5 Burwood Road, Hawthorn,
Victoria 3122.

Re: THOMAS CHARLES HARTLEY,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 August 2017, are required by the legal personal representative, Margo Anne Hartley, to send particulars to the legal personal representative, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 9 July 2018, after which date the legal personal representative may convey or distribute the assets, having regard only to the claims of which the legal personal representative has notice.

MOORES,
Level 1, 5 Burwood Road, Hawthorn,
Victoria 3122.

Re: JEAN ALISON ELLIS, late of Victoria
Grange Aged Care, 502–514 Burwood Highway,
Vermont South, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 January 2018, are required by James Scott Gumley, the proving executor of the Will of the deceased, to send particulars in writing of their claims to him, care of the below mentioned solicitors, by 10 July 2018, after which date the executor may distribute the assets, having regard only to claims of which he then has notice.

RIORDANS LAWYERS,
Level 2, 501 La Trobe Street, Melbourne,
Victoria 3000.

Estate of COURTNEY RUTH HAMILTON,
late of 50 Anora Crescent, Mulgrave, Victoria,
retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 September 2017, are required by the personal representative, David Lawrence Sharrock, care of the undermentioned lawyers, to send particulars to him by 10 July 2018, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

Dated 10 May 2018

SHARROCK PITMAN LEGAL,
PO Box 265, Glen Waverley, Victoria 3150.

Re: CHARLOTTE STUBBE, late of
10 Hampden Road, Armadale 3143.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 September 2017, are required by the executors, John William Stubbe, Helen Elizabeth Camerer, Michael Henry Stubbe and Andrew John McLean, care of the undermentioned solicitors, to send particulars of their claim to them within two months from the date of this publication, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

SLOCOMBE BRAND LAWYERS PTY LTD,
Level 2, 4 Bank Place, Melbourne,
Victoria 3000.

Re: KIRO NIKOLOVSKI.

Creditors, next-of-kin and others having claims in respect of the estate of KIRO NIKOLOVSKI, late of 5 Elmslie Street, Wyndham, in the State of Victoria, deceased, who died on 16 June 2017, are requested to send particulars of their claims to the nominee of the mother of the deceased, Shane Ilievski, care of the undermentioned legal practitioner, by 11 July 2018, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

SPENCER LAW PARTNERS,
Level 1, 280 Spencer Street, Melbourne,
Victoria 3000.

TIMOTHY JOHN MULCAHY, late of 22 Numerella Street, Mooroolbark, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 21 October 2017, are required to send particulars of their claims to the administrator, John Mulcahy, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said administrator will distribute the assets, having regard only to the claims of which he then has notice.

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

Re: ROBERT LIHONS SLADE, late of 3 Everest Drive, Cheltenham, Victoria 3192, retired teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 March 2018, are required by the executor, Angela Slade, to send particulars to her, care of the undermentioned solicitors, by 13 July 2018, after which date the executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

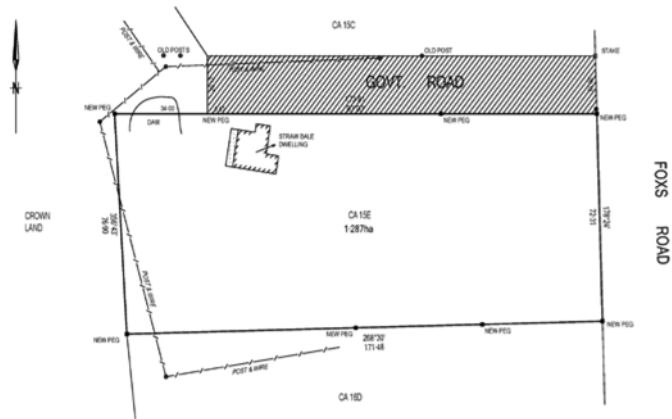
**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

Hepburn

SHIRE COUNCIL

ROAD DISCONTINUANCE

Hepburn Shire Council has formed the opinion that the whole of the unmade road north of Allotment 15E, Section 1A, Parish of Wombat and abutting 120 Foxs Road, Musk Vale, shown hatched on the plan below, is not reasonably required as a road for public use. Council resolved at its ordinary meeting on 17 April 2018, and acting under Clause 3 of Schedule 10 and section 206 of the **Local Government Act 1989**, to discontinue the road for the purpose of enabling the Crown to sell the land to the abutting land owner.



AARON VAN EGMOND
Chief Executive Officer

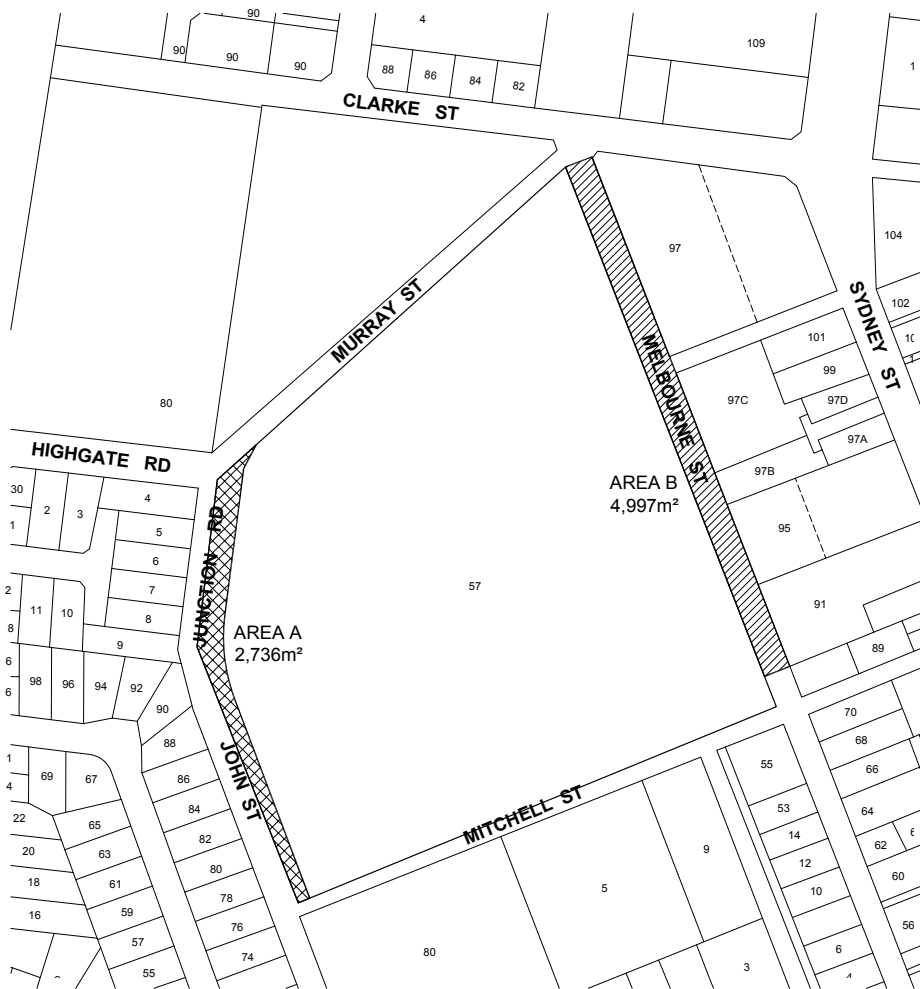
MITCHELL SHIRE COUNCIL



ROAD DISCONTINUANCE

Part of Melbourne Street, Kilmore

Mitchell Shire Council, at its meeting on 19 February 2018, pursuant to the provisions of section 206 and clause 3, schedule 10 of the **Local Government Act 1989**, formed the opinion that the part of Melbourne Street, Kilmore, as shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue the section of Melbourne Street, Kilmore, between Clarke Street and the northern boundary of 89 Sydney Street, as shown hatched on the plan below (AREA B), and exchange the land by private treaty with the abutting owner at 57 Melbourne Street.



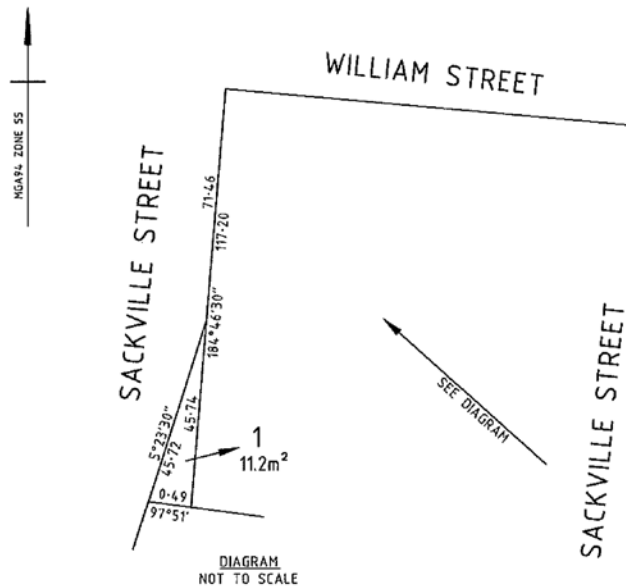
DAVID TURNBULL
Chief Executive Officer
Mitchell Shire Council

WHITTLESEA CITY COUNCIL
Discontinuance of Road
Adjoining 49 Sackville Street, Mernda

Pursuant to section 206 and Clause 3 of Schedule 10 to the **Local Government Act 1989**, Whittlesea City Council, at its Ordinary Meeting on 6 February 2018 and 1 May 2018, has resolved to formally discontinue a section of road adjoining 49 Sackville Street, Mernda.

The proposed discontinuance of one section of road (being 11 square metres in total) will be discontinued and transferred to the adjoining landowner at 49 Sackville Street, in exchange for one section of land that is currently owned by the owner of 49 Sackville Street (approximately 15 square metres in total). The land exchange will help facilitate the construction and widening of Sackville, William and Regent Streets, Mernda.

No submissions were received by the public or relevant statutory authorities in response to the article published in the Whittlesea Leader dated 13 February 2018.



SIMON OVERLAND
Chief Executive Officer
City of Whittlesea



ADOPTION OF
ROAD MANAGEMENT PLAN

In accordance with the **Road Management Act 2004**, Council at its meeting on Tuesday 10 April 2018 resolved to adopt the Road Management Plan 2018. Copies of the Road Management Plan are available on Council's website: www.hobsonsbay.vic.gov.au or for inspection at the Altona Civic Centre during business hours.

TAMMI ROSE
Interim Chief Executive Officer



PROPOSED REVISION OF
COMMUNITY AMENITY LOCAL LAW

Opportunity to Make a Submission

Wangaratta Rural City Council intends to make a revised Local Law (replacing existing Local Law No. 1 Community Amenity and Local Law No. 3 Murray to Mountains Rail Trail).

The proposed revised Local Law No. 1 of 2018 Community Amenity intends to:

- Consolidate the continuing provisions of the existing Local Law No. 1 and Local Law No. 3, and will update and simplify the language and reorganise the structure of the local law document to current best standards;
- Be consistent with similar local law provisions of other municipalities;
- Cover some gaps to allow response to concerns of the public over amenity issues;
- Review a limited number of infringement penalties; and
- Be more comprehensive and reduce reliance on Local Law Policies for its implementation.

A proposed Local Law in similar form was exhibited in 2017 however a small number of changes have been made as a result of submissions. Apart from minor housekeeping matters, the substantive amendment is to address inadvertent effects to the permit provisions for the keeping of domestic animals and the current version now largely restores the existing provisions. Re-exhibition allows people to respond to proposed Local Law No. 1 of 2018 before it is considered by Council for adoption.

A Community Impact Statement has been prepared to inform the community about the proposed Local Law and to assist any member of the public who may wish to make a submission to Council.

Copies of the proposed Local Law and the Community Impact Statement can be obtained from the Wangaratta Government Centre and on Council's website at www.wangaratta.vic.gov.au

How do I make my written submission?

Any person affected by the proposed Local Law may make a written submission relating to the proposed policy. Submissions will be received up to 5.00 pm on Tuesday 12 June 2018.

In their written submission, a person may also request to be heard by a Committee of Council in support of their submission, prior to Council considering the proposal. Submitters will be notified before the relevant meeting date.

By Email: council@wangaratta.vic.gov.au. Please include 'Proposed Revision of Community Amenity Local Law' in the subject line.

By Mail: PO Box 238, Wangaratta, Victoria 3676. Please include 'Proposed Revision of Community Amenity Local Law' as the reference.

In Person: To Customer Services, Wangaratta Government Centre – corner Ford and Ovens Street, Wangaratta. Please include 'Proposed Revision of Community Amenity Local Law' as the reference to your submission.

For all enquiries, please contact Council's Manager Building, Planning and Compliance or our Community Compliance Coordinator on 5722 0888 or council@wangaratta.vic.gov.au

BRENDAN McGRATH
Chief Executive Officer

Planning and Environment Act 1987**BULOKE PLANNING SCHEME**

Notice of the Preparation of an Amendment

Amendment C36

The Buloke Shire Council has prepared Amendment C36 to the Buloke Planning Scheme.

The land affected by the Amendment is Crown Allotments 67E, 67F, 67G, 67D Parish of Wooroonook, Crown Allotment 42A Parish of Wooroonook, Lot 1 TP516303, Crown Allotments 25L, 25K, 25H, 2002 Parish of Watchem, Lot 1 TP78108, Crown Allotment 7B Parish of Karyrie and Crown Allotment 5C Parish of Narraport.

The Amendment proposes to rezone Crown Allotments 67F, 67E, 67G Parish of Wooroonook, Lot 1 TP516303, Crown Allotments 25L, 25K, 2002 Parish of Watchem, Lot 1 TP78108 and Crown Allotment 5C Parish of Narraport from Farming Zone to Public Park and Recreation Zone.

The Amendment proposes to rezone Crown Allotments 67D, 42A Parish of Wooroonook, Crown Allotment 25H Parish of Watchem and Crown Allotment 7B Parish of Karyrie from Farming Zone to Public Conservation and Resource Zone.

The proposal seeks to amend maps 38ZN, 28ZN, 29ZN and 22ZN of the Buloke Planning Scheme.

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, Buloke Shire Council, 367 Broadway, Wycheproof, Victoria 3527; at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

The Amendment can also be inspected, free of charge, at the Buloke Shire Council website at www.buloke.vic.gov.au/news-and-consultation

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 11 June 2018. A submission must be sent to the Buloke Shire Council, PO Box 1, Wycheproof.

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.

ANTHONY JUDD
Chief Executive Officer
Buloke Shire Council

Planning and Environment Act 1987**MURRINDINDI PLANNING SCHEME**

Notice of the Preparation of an Amendment

Amendment C62 – Gaming

The Murrindindi Shire Council has prepared Amendment C62 to the Murrindindi Planning Scheme.

The Amendment proposes to provide strategic and policy guidance for gaming in the Murrindindi Planning Scheme. This strategic and policy guidance would come from the implementation of findings from the 'Murrindindi Shire Gaming Policy Review' by 10 Consulting Group Pty Ltd in October 2015.

The land affected by the Amendment is the whole of the Murrindindi Shire municipal area.

You can inspect the Amendment, the explanatory report about the Amendment and other supporting documents, free of charge, at the following locations: during office hours, at the Alexandra, Yea or Kinglake offices of the planning authority, Murrindindi Shire Council; on the Murrindindi Shire Council website www.murrindindi.vic.gov.au/publiccomment/planning; or at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

If you are affected by or have a view about the Amendment, you can make a submission to Council about the Amendment. You will need to:

- make your submission in writing;

- clearly state the grounds on which the Amendment is supported or opposed;
- indicate what changes (if any) you want to make;
- include your name, address and contact details (these are required for Council to consider your submission and for Council to notify you of the opportunity to attend Council meetings and any public hearing held to consider submissions).

The closing date for submissions is 11 June 2018. Submissions need to be sent to the Murrindindi Shire Council, PO Box 138, Alexandra, Victoria 3714 or by email to planning@murrindindi.vic.gov.au

Council is required to make a copy of every submission available at its office for inspection, free of charge, for two months after the Amendment comes into operation or lapses.

CRAIG LLOYD
Chief Executive Officer

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 10 July 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.

CHAPMAN, Robin Terence, late of Prague House, 253 Cotham Road, Kew, Victoria 3101, pensioner, deceased, who died on 4 March 2018.

CHARLWOOD, Thelma Marie, late of Unit 5, 1717 Point Nepean Road, Capel Sound, Victoria 3940, retired, deceased, who died on 16 December 2017.

LEVER, Anthony Clive, late of Unit 3, 12 Park Crescent, Kew, Victoria 3101, deceased, who died on 25 February 2018.

WATKINS, Marguerite, late of 83 Malpas Street, Preston, Victoria 3072, deceased, who died on 31 August 2013.

Dated 1 May 2018

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 12 July 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.

BURNS, Ernest William, late of McKellar Centre – Wallace Lodge, 45–95 Ballarat Road, North Geelong, Victoria 3215, deceased, who died on 20 November 2017.

COLLINGS, Ruth, late of Regis Rosebud, 1 Wyuna Street, Capel Sound, Victoria 3940, deceased, who died on 12 March 2018.

JENKIN, Marjorie Grace, late of 8 Hillcrest Avenue, Highett, Victoria 3190, deceased, who died on 11 March 2018.

JOHNSTON, Cheryle Louise also known as Cheryle Johnston, late of Condare Court Aged Care, 8 Joffre Street, Camberwell, Victoria 3124, deceased, who died on 3 September 2016.

McCRORIE, Mary Louisa, late of Andrina Aged Care, 80 William Road, Carrum Downs, Victoria 3201, deceased, who died on 26 December 2017.

MEADE, Glenda, late of Mountview Aged Care Facility, 13 Austin Avenue, Terang, Victoria 3264, deceased, who died on 16 December 2017.

PARTRIDGE, Dorothy Valma also known as Dorothy Partridge, late of Southern Cross Care – Northcliffe Home, 10–12 Northcliffe Road, Edithvale, Victoria 3196, deceased, who died on 27 December 2017.

SHAW, David Michael, late of Unit 1, 499 Station Street, Box Hill, Victoria 3128, deceased, who died on 20 February 2018.

TURNER, Judith Ann, late of Flat 1, 58 Trevelyan Street, Elsternwick, Victoria 3185, deceased, who died on 26 December 2017.

Dated 3 May 2018

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 13 July 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.

CLARKE, Stephen James, late of 10 Perrin Street, Seymour, Victoria 3660, deceased, who died on 24 February 2018.

DAVIES, Valerie Jean, also known as Valeria Jean Davies, late of Grace McKellar Centre, 45–49 Ballarat Road, North Geelong, Victoria 3215, retired, deceased, who died on 10 December 2017.

HOFFMANN, Bodo Alfred, late of Tabulam & Templer Homes For The Aged, 31–41 Elizabeth Street, Bayswater, Victoria 3153, retired, deceased, who died on 10 August 2017.

KOROSEC, Alojz, late of Unit 2, 38 Pearson Street, Brunswick, Victoria 3056, retired, deceased, who died on 16 January 2018.

POWELL, Elizabeth Agnes, late of Room 306, Rathdowne Place Aged Care, 497 Rathdowne Street, Carlton, Victoria 3053, retired, deceased, who died on 6 March 2018.

WALLACE, Maureen Agnes, late of Riverside House, 2 River Street, Richmond, Victoria 3121, deceased, who died on 2 February 2018.

WILLIAMSON, Ian, late of Koraleigh Nursing Home, Purden Street, Tongala, Victoria 3621, deceased, who died on 6 December 2017.

Dated 4 May 2018

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 16 July 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.

AGNEW, Harold John, late of Unit 3, 207 Bell Street, Redan, Victoria 3350, deceased, who died on 10 March 2018.

JENKIN, Beverley Irene, late of Peninsula Grange Aged Care, 2 Booker Avenue, Mornington, Victoria 3931, retired, deceased, who died on 4 January 2018.

MORRIS, Kevin William, late of Unit 196, 49 Union Street, Windsor, Victoria 3181, deceased, who died on 10 February 2018.

SPILLMAN, Richard, late of 35 Ocean Grove, Warrnambool, Victoria 3280, deceased, who died on 26 February 2018.

SWAN, Margaret Joan, late of 7 Avenel Road, Kooyong, Victoria 3144, retired, deceased, who died on 1 November 2017.

Dated 7 May 2018

INTERIM EXEMPTION

Application No. H112/2018

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by International Women's Development Agency (the applicant). The application for exemption is to enable the applicant advertise for and employ females in all roles within the applicant organisation (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Kirsten Mander and having regard to an earlier exemption which will expire on 17 June 2018, the Tribunal is satisfied that it is appropriate to grant an interim exemption from sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct until the application is finally heard and determined.

In granting this exemption the Tribunal noted:

- The applicant is an international development agency working for the elimination of poverty and for the empowerment of women around the world. The applicant assists women internationally to develop skills and gain access to resources and promotes projects and programs which demonstrate women's competence and effectiveness as agents of development in agriculture, marketing, manufacturing, health, education, water supply, housing and other fields. The applicant is a non-profit organisation which undertakes development in partnership with

women of other countries and gives priority to working with women who suffer poverty and oppression.

- It is important that female field workers be employed in the agency's international development projects because of cultural sensitivities in relation to the women in the countries where those projects are undertaken. Women in those countries will be more likely to communicate freely with the field workers if those workers are also women. Further, it is important to make local positions with the agency available to women only to encourage the self development of Australian women and to provide them with additional career paths.
- Previous exemptions have been granted to the applicant in similar terms. The current exemption will expire on 17 June 2018. The circumstances and manner in which the applicant works have not altered in any way since the grant of that exemption. The applicant has applied for an interim exemption for 6 months from the date of the application (4 April 2018).
- Pending the applicant making application for a further 5 year exemption and the Tribunal's consideration of any such application if made, it is appropriate to grant an interim exemption as otherwise the exempt conduct may amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of males who would wish to be employed by the applicant. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an interim exemption from the operation of sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from 18 June 2018 until 4 October 2018.

Dated 24 April 2018

A. SMITH
Member

Co-operatives National Law (Victoria)

TRARALGON SPORT AND RECREATION STADIUM CO-OPERATIVE LIMITED

On application under section 601AA of the **Corporations Act 2001** (the Act), notice is hereby given under section 601AA(4) of the Act, as applied by section 453(a) of the **Co-operatives National Law (Victoria)**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and its registration will be dissolved.

Dated at Melbourne 10 May 2018

DAVID JOYNER
Deputy Registrar of Cooperatives

Associations Incorporation Reform Act 2012

SECTION 134

I, David Joyner, under delegation provided by the Registrar, hereby give notice that, pursuant to section 134(1) of the Act, the registration of the incorporated associations mentioned below will be cancelled at the expiration of three months from the date of this notice:

Williamstown RSL Sub-Branch Inc.
John Landy Field Management Committee Inc.
Southern Community Centre Inc.

Dated 10 May 2018

DAVID JOYNER
Deputy Registrar of
Incorporated Associations
PO Box 4567
Melbourne, Victoria 3001

Casino Control Act 1991

Sections 62AB(4), 62AC(2) and 81AAB(2)

Gambling Regulation Act 2003

Sections 3.2.3(1)(g) and 3.2.3(1)(h)

VICTORIAN COMMISSION FOR GAMBLING AND LIQUOR REGULATION

Notice of Specified Areas in the Melbourne Casino

By this notice, the Victorian Commission for Gambling and Liquor Regulation –

1. Revokes all areas previously specified by notices published in the Government Gazette under sections 62AB(4), 62AC(2) and 81AAB(2) of the **Casino Control Act 1991**; and
2. Subject to the following conditions, specifies the areas shown in the attached Schedule for the purposes of sections 62AB(4), 62AC(2) and 81AAB(2) of the **Casino Control Act 1991**, and sections 3.2.3(1)(g) and 3.2.3(1)(h) of the **Gambling Regulation Act 2003**.

Conditions:

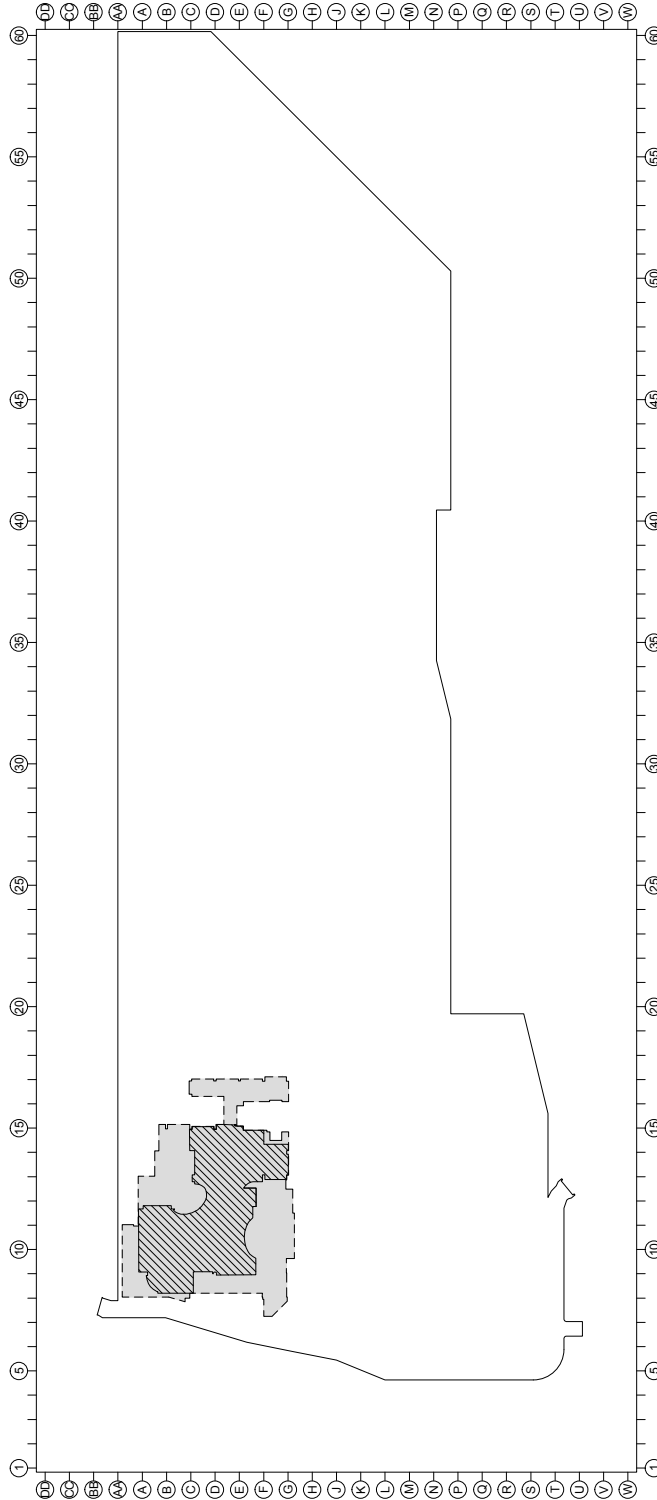
The Conditions of this notice are that:

- (i) the total of –
 - (A) the total number of gaming machines which are operating at any time in a mode where spin rate, bet limit, autoplay and note acceptors are unrestricted (unrestricted mode) in all areas specified by notice under section 62AB(4) or 62AC(2) of the **Casino Control Act 1991**; plus
 - (B) the total number of gaming machines from which winnings or accumulated credits in excess of \$2,000 may be paid out in cash in all areas specified by notice under section 81AAB(2) of the **Casino Control Act 1991**; minus
 - (C) the total number of gaming machines which are both operating in unrestricted mode and from which winnings or accumulated credits in excess of \$2,000 may be paid out in cash as referred to in sub paragraph (B)must not exceed 1,000.
- (ii) a gaming machine located in an area specified by a notice under sections 62AB(4), 62AC(2) or 81AAB(2) of the **Casino Control Act 1991** and referred to in section 3.2.3(1)(g) of the Act, may only operate in unrestricted mode if:
 - (A) the pre-commitment system is communicating with the gaming machine and in order to access that unrestricted mode a person is required to use their player card, and has set a time limit and a net loss limit on their playing of gaming machines on that player card and has not exceeded either their time limit or the net loss limit; or
 - (B) the pre-commitment system is unable to communicate with the gaming machine due to a failure, act or omission of a person other than the Melbourne Casino Operator (as defined in **Casino (Management Agreement) Act 1993**), in which case the gaming machine can only be played in unrestricted mode by means of a player card and by a person who had, before the pre-commitment system stopped communicating with the gaming machine, set a time limit and a net loss limit on their playing of gaming machines on that player card and who has not exceeded either their time limit or the net loss limit and only:
 - (I) for the following time periods –
 - (a) during the 5 hours immediately following the pre-commitment system ceasing to communicate with the gaming machine where those hours are between 2 pm and 9 am; or

- (b) during the 3 hours immediately following the pre-commitment system ceasing to communicate with the gaming machine where those hours are between 9 am and 2 pm; and
being a maximum total number of 5 hours in the 24-hour period immediately after the pre-commitment system stopped communicating with the gaming machine; or
 - (II) for such other period as determined by the Minister.
- (iii) the payment of winnings or accumulated credits in excess of \$2,000 may only be paid by cash if the winnings or credits are from one of the up to 1,000 machines specified in condition (i)(B). This provision regarding the payment of winnings by cash applies to the up to 1,000 machines specified in condition (i)(B) regardless of whether or not the machine:
 - (A) was a machine capable of operating in unrestricted mode; and
 - (B) was actually being played in unrestricted mode.

This notice operates with effect from 6.00 am on 11 May 2018.

MAIN CASINO - BASEMENT 2

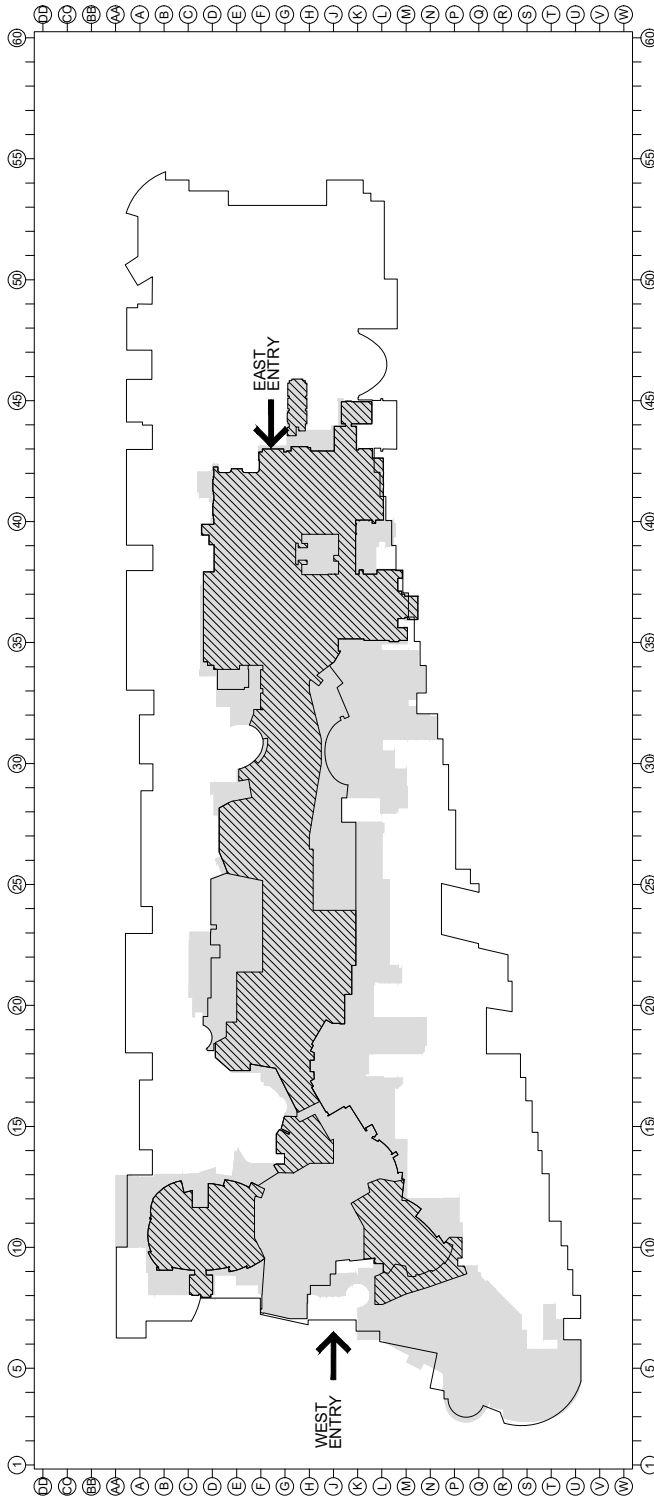


LEGEND

- DEFINED CASINO PREMISES (dashed line)
- SPECIFIED AREA (hatched area)

G01-031-C

MAIN CASINO LEVEL - GROUND FLOOR

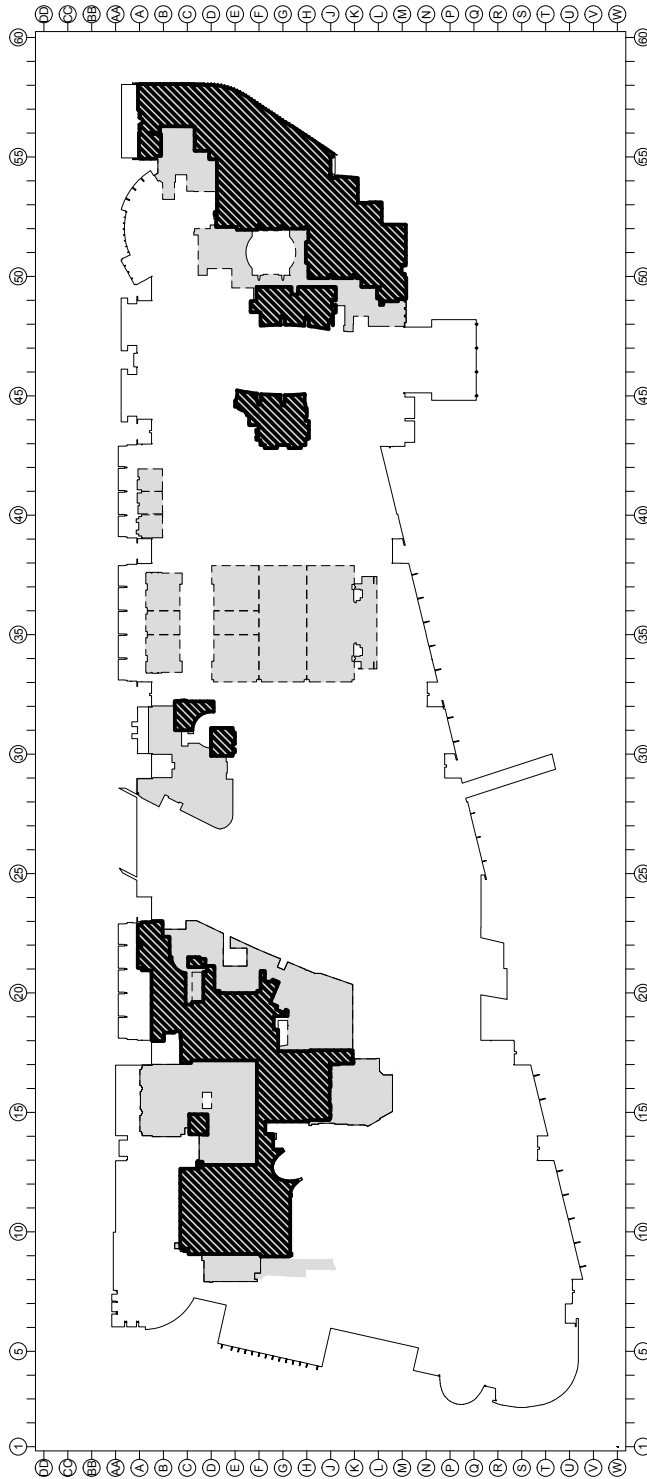


LEGEND

- DEFINED CASINO PREMISES
- SPECIFIED AREA

G01-032-0

LEVEL 1 GAMING

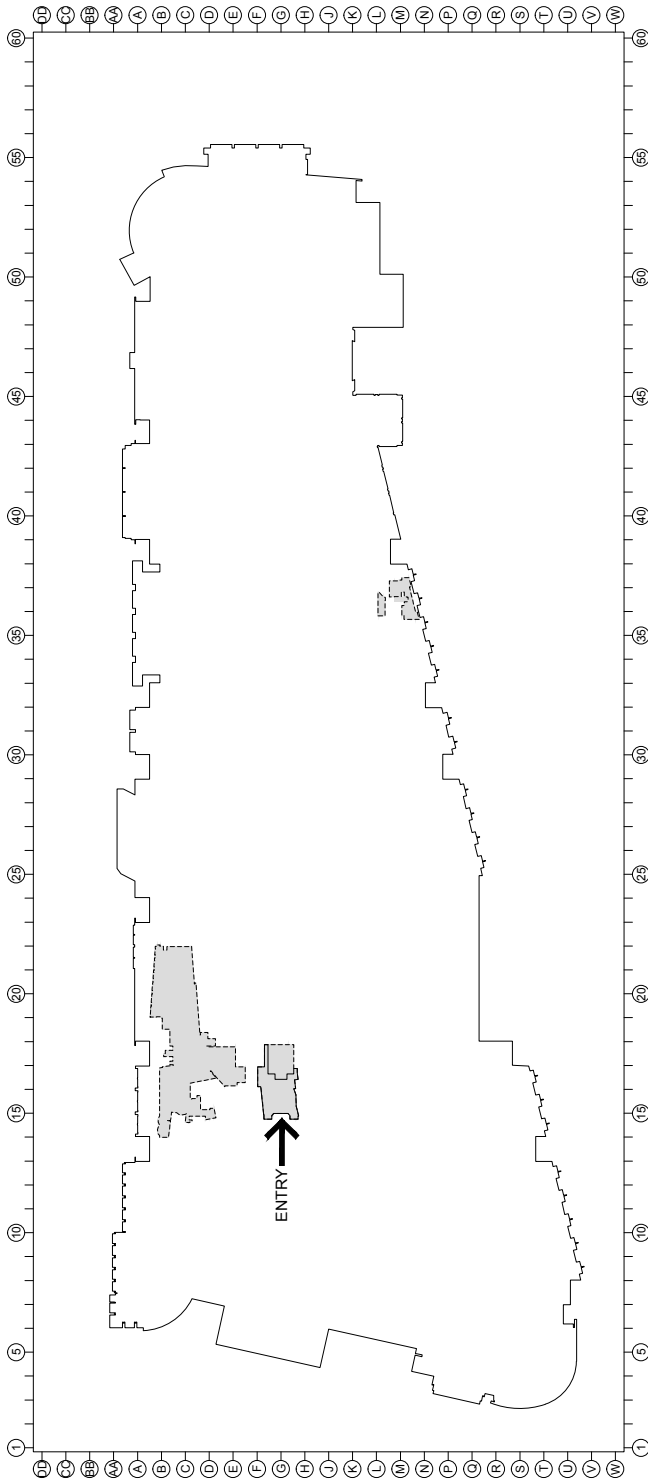


LEGEND

- DEFINED CASINO PREMISES
- SPECIFIED AREA

G01-033-J

LEVEL 3 GAMING

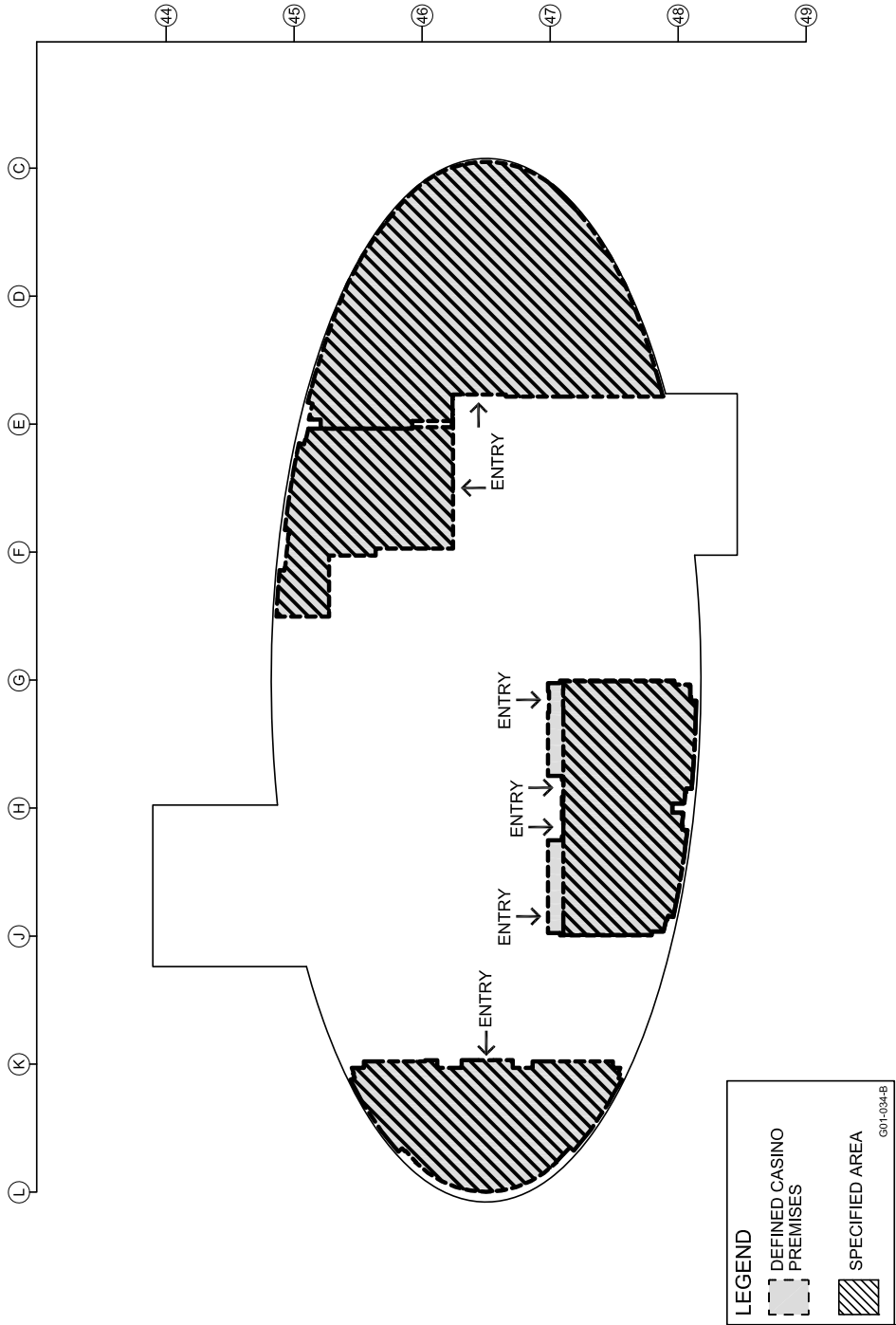


LEGEND

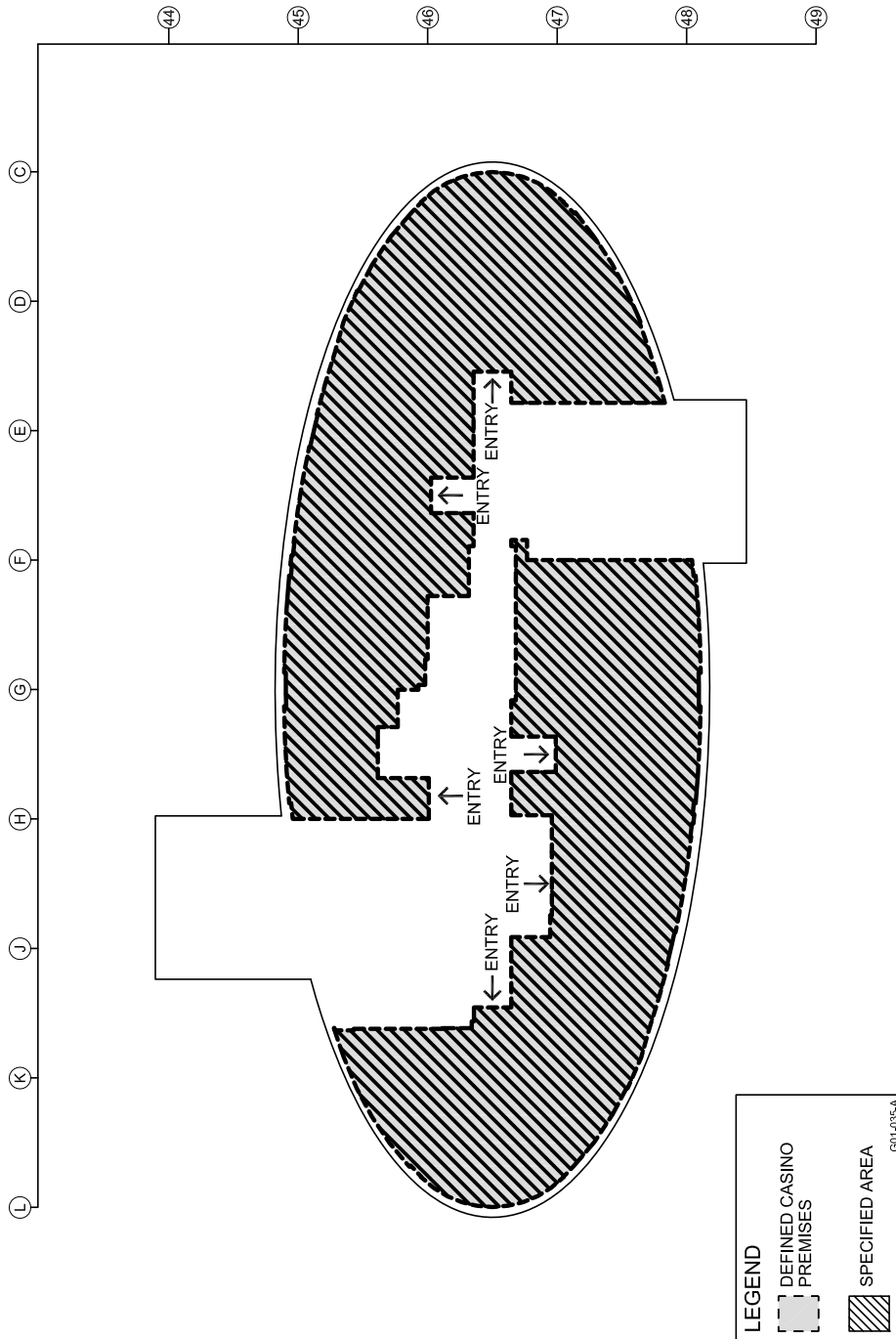
- [] — DEFINED CASINO PREMISES
- [/ /] SPECIFIED AREA

G01-036-B

PRIVATE SALONS HOTEL 1 - LEVEL 29



PRIVATE SALONS HOTEL 1 - LEVEL 39



Electricity Industry Act 2000
CITIPower PTY LTD
ABN 76 064 651 056
Deemed Distribution Contract

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called ‘*customer connection services*’.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website <https://www.citipower.com.au/>

1 THE PARTIES

This contract is between:

CitiPower Pty Ltd ABN 76 064 651 056 who provides you with *customer connection services* at the *premises* (in this contract referred to as ‘we’, ‘our’ or ‘us’); and

You, the *customer* to whom this contract applies (in this contract referred to as ‘you’ or ‘your’).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

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

This contract sets out the terms and conditions for the *deemed distribution contract* for *customers* under the **Electricity Industry Act 2000** (Vic.).

3.2 Does this contract apply to you?

This contract applies to you if your *premises* are connected to our distribution system, and you do not have another customer connection contract with us for those *premises*.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?**4.1 When does this contract start?**

- (a) If your premises are already connected to our distribution system, this contract starts on 10 May 2018 (and replaces any previous deemed electricity distribution contract).
- (b) If you or your retailer request connection or reconnection of your *premises*, this contract starts on the date that you start to take supply of energy at those *premises*.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be disconnected (a ‘termination notice’) – subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 *business days* notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of *energy* for the *premises* under a different customer connection contract – on the date that contract starts; or
 - (iii) if a different *customer* starts receiving supply of *energy* for the *premises* – on the date the connection contract of that *customer* starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 *business days* after we disconnect the *premises* under the *energy laws*, if you have not within that period asked your *retailer* to reconnect the *premises* and met the requirements in the *energy laws* for reconnection.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *customer connection services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) Charges for *customer connection services* will be billed under your contract with your *retailer*.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of *energy* to your *premises*. This is the role of your *retailer*.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of *customer connection services* at your *premises* safely and in accordance with the *energy laws*.
- (b) Our obligations extend up to the *connection point* where *energy* is to be supplied to the *premises* (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the Electricity Distribution Code. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable *GSL scheme*.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

You must promptly:

- (a) inform your *retailer* or us of any change to your contact details; and
- (b) inform your *retailer* or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing *customer connection services* at the *premises*; and

- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract;
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premise** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

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

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.
- (b) If you no longer want to keep a generator at the **premises** connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

- (c) If you want to connect a generator at the premises to our distribution system for the purpose of exporting *energy* (for example, a solar panel), you must apply for a connection service under the *National Electricity Rules*. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator connected to the *premises* or add any energy storage equipment connected to a micro embedded generator, you must comply with the requirements of the *National Electricity Rules* and the terms of our connection offer or connection contract (whichever is applicable) made under the *National Electricity Rules*. This will require you to make an application to us prior to any changes being undertaken. We will be reasonable in our assessment of any application and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your *premises*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or *premises* and we may remove them after disconnection of your electricity supply at the *premises*. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the *premises* connected to our distribution system must have a nominal rating within the nominal voltage supply range for the *connection point*.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your *premises* does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 63 amperes across all phases for a connection; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your *premises*.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3-year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

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

- (a) illegally use *energy* supplied to the *premises*; or
- (b) interfere or allow interference with any of our equipment at the *premises*, except as may be permitted by law; or
- (c) use the *energy* supplied to your *premises* or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of *energy* to another *customer*; or
 - (ii) causes damage or interference to any third party; or
- (d) use *customer connection services* provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the *energy laws* take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the other party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The **Competition and Consumer Act 2010** and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the *energy laws*, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter our metering installation at the *premises*; and
- (b) calculate or measure *energy* supplied or taken at the *premises*; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the *premises*; and
- (f) examine or inspect an energy installation at the *premises*; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the *premises*; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by you or your *retailer*.

9.2 Our obligations

If we or our representatives seek access to the *premises* under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a planned *interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of *energy* to the *premises* under the *energy laws* for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another *customer*.
- (b) If your *energy* supply will be affected by a planned *interruption*, we will give you at least 4 *business days* notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises*:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the *customer's* energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;

- (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24-hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or

- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*; or
- (e) if you fail to give us safe and unhindered access to the *premises* as required by clause 9 or any requirement under the *energy laws*; or
- (f) in an *emergency* or for health and safety reasons; or
- (g) if required to do so at the direction of a *relevant authority*; or
- (h) if we are otherwise permitted by the *energy laws* to disconnect the *premises*.

Note: The *energy laws* allow distributors and other authorised people to disconnect or arrange the *disconnection of premises* in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c) 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other *customers*;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your *premises* under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a *disconnection* warning notice that:
 - (i) requires you to rectify, within 6 *business days* after the date of issue on the notice, the issue that could lead to *disconnection*; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your *premises* in addition to providing a *disconnection* warning notice; and
- (c) you fail to comply with the *disconnection* warning notice within 6 *business days* after the date of issue.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an *emergency*.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the *energy laws*, we must not disconnect the *premises* during the following times ('the protected period'):
 - (i) on a *business day* before 8.00 am or after 2.00 pm (or 3.00 pm for *business customers*); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your *premises* may be *disconnected* within the protected period:
 - (i) for reasons of health and safety; or

- (ii) in an *emergency*; or
- (iii) as directed by a *relevant authority*; or
- (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of *energy*; or
- (v) if your *retailer* makes such a request on your behalf; or
- (vi) if your *premises* contain a commercial business that only operates within the protected period and where access to the *premises* is necessary to effect *disconnection*; or
- (vii) where the *premises* are not occupied.

12.6 Our rights after disconnection

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retailer*.

12.7 Disconnection fee

If you have not complied with a *disconnection* warning notice and we arrive at the *premises* to *disconnect* the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will be liable to pay a reasonable fee for our attendance at the *premises*.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the *premises* if, within 10 *business days* of your premises being disconnected:
 - (i) where your *retailer* asked for the *disconnection* – if we are asked by your *retailer* to reconnect the premises; or
 - (ii) in other circumstances – if:
 - (A) you ask us to arrange for reconnection of your *premises*; and
 - (B) you rectify the matter that led to the *disconnection*; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your *retailer* have made arrangements for payment of the relevant reconnection charge; and
 - (b) you have complied with our requirements under the relevant *energy laws*; and
 - (c) the necessary infrastructure to re-energise the *premises* remains in place; and
 - (d) you provide safe and unhindered access to the *premises*,
- we must re-energise the premises if the request is made:
- (e) before 3.00 pm on a *business day*, on the day of the request; or
 - (f) after 3.00 pm on a *business day*, on the next *business day* or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
 - (g) where we are able to reconnect you by re-energising the *premises* remotely, subject to paragraphs (e) and (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A *retailer* (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we disconnect the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract.
- (b) If there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent:
 - (i) in writing;
 - (ii) marked to the attention of the person; and
 - (iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two *business days* after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a *business day*, or after 5.00 pm on a *business day*, it is taken to be received on the next *business day*.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

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

16.2 Access to information

Upon request, we must give you information about your *energy* consumption or our charges for *customer connection services*. We may charge you a reasonable fee for information requested more than once in any 12-month period.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

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

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

17.2 Our obligations in handling complaints or disputes

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

- (a) of the outcome of your complaint and the reasons for our decision; and

- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a *force majeure event*'):

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

18.2 Deemed prompt notice

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

18.3 Obligation to overcome or minimise effect of force majeure event

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

18.4 Settlement of industrial disputes

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

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

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

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include *GST*.
- (b) Where an amount paid by you or by us under this contract is payment for a 'taxable supply' as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *energy laws*.
- (b) We must inform you of any material amendments to this contract as required by the *energy laws*.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

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

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

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

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

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

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

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

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the **Electricity Industry Act 2000** (Vic.), the **Electricity Safety Act 1998** (Vic.), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

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

GSL scheme is the scheme operated by the **ESC** under the **Electricity Distribution Code**;

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

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the **National Electricity (Victoria) Act 2005**;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

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

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

Electricity Industry Act 2000
POWERCOR AUSTRALIA LTD
ABN 89 064 651 109
Deemed Distribution Contract

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called ‘*customer connection services*’.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website <https://www.powercor.com.au/>

1 THE PARTIES

This contract is between:

Powercor Australia Ltd ABN 89 064 651 109 who provides you with *customer connection services* at the *premises* (in this contract referred to as ‘we’, ‘our’ or ‘us’); and

You, the *customer* to whom this contract applies (in this contract referred to as ‘you’ or ‘your’).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

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

This contract sets out the terms and conditions for the *deemed distribution contract* for *customers* under the **Electricity Industry Act 2000** (Vic.).

3.2 Does this contract apply to you?

This contract applies to you if your *premises* are connected to our distribution system, and you do not have another customer connection contract with us for those *premises*.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?**4.1 When does this contract start?**

- (a) If your premises are already connected to our distribution system, this contract starts on 10 May 2018 (and replaces any previous deemed electricity distribution contract).
- (b) If you or your retailer request connection or reconnection of your *premises*, this contract starts on the date that you start to take supply of energy at those *premises*.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be disconnected (a ‘termination notice’) – subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 *business days* notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract – on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises** – on the date the connection contract of that **customer** starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the **Electricity Distribution Code**. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and
- (b) inform your **retailer** or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and

- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract;
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premise** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

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

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.
- (b) If you no longer want to keep a generator at the **premises** connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

- (c) If you want to connect a generator at the premises to our distribution system for the purpose of exporting **energy** (for example, a solar panel), you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator connected to the **premises** or add any energy storage equipment connected to a micro embedded generator, you must comply with the requirements of the **National Electricity Rules** and the terms of our connection offer or connection contract (whichever is applicable) made under the **National Electricity Rules**. This will require you to make an application to us prior to any changes being undertaken. We will be reasonable in our assessment of any application and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes for customers on SWER lines or customers supplied from single phase substations;
- 63 amperes in aggregate across all phases elsewhere in the distribution network; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3-year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

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

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the *energy laws* take any or all of the following actions:

- (a) estimate the amount of *energy* obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the *premises*.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*;
 - (ii) we can interrupt or limit the supply of electricity to your *premises* in accordance with the *energy laws*; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a *business customer*, take reasonable precautions to minimise the risk of any loss or damage to your equipment, *premises* or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the *energy laws* if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the *energy laws* including but not limited to sections 119 and 120 of the *National Electricity Law* (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the *energy laws* or (subject to the other party's compliance with its relevant obligations under the *Electricity Distribution Code*) by a *force majeure event*.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the *energy laws* if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of *energy*, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The *Competition and Consumer Act 2010* and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the *energy laws*, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter our metering installation at the *premises*; and
- (b) calculate or measure *energy* supplied or taken at the *premises*; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the *premises*; and
- (f) examine or inspect an *energy* installation at the *premises*; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the *premises*; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by you or your *retailer*.

9.2 Our obligations

If we or our representatives seek access to the *premises* under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a planned *interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of *energy* to the *premises* under the *energy laws* for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another *customer*.
- (b) If your *energy* supply will be affected by a planned *interruption*, we will give you at least 4 *business days* notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises*:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the *customer's* energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;

- (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24-hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or

- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*; or
- (e) if you fail to give us safe and unhindered access to the *premises* as required by clause 9 or any requirement under the *energy laws*; or
- (f) in an *emergency* or for health and safety reasons; or
- (g) if required to do so at the direction of a *relevant authority*; or
- (h) if we are otherwise permitted by the *energy laws* to disconnect the *premises*.

Note: The *energy laws* allow distributors and other authorised people to disconnect or arrange the *disconnection of premises* in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c) 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other *customers*;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your *premises* under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a *disconnection* warning notice that:
 - (i) requires you to rectify, within 6 *business days* after the date of issue on the notice, the issue that could lead to *disconnection*; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your *premises* in addition to providing a *disconnection* warning notice; and
- (c) you fail to comply with the *disconnection* warning notice within 6 *business days* after the date of issue.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an *emergency*.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the *energy laws*, we must not disconnect the *premises* during the following times ('the protected period'):
 - (i) on a *business day* before 8.00 am or after 2.00 pm (or 3.00 pm for *business customers*); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your *premises* may be *disconnected* within the protected period:
 - (i) for reasons of health and safety; or

- (ii) in an *emergency*; or
- (iii) as directed by a *relevant authority*; or
- (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of *energy*; or
- (v) if your *retailer* makes such a request on your behalf; or
- (vi) if your *premises* contain a commercial business that only operates within the protected period and where access to the *premises* is necessary to effect *disconnection*; or
- (vii) where the *premises* are not occupied.

12.6 Our rights after disconnection

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retailer*.

12.7 Disconnection fee

If you have not complied with a *disconnection* warning notice and we arrive at the *premises* to *disconnect* the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will be liable to pay a reasonable fee for our attendance at the *premises*.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the *premises* if, within 10 *business days* of your premises being disconnected:
 - (i) where your *retailer* asked for the *disconnection* – if we are asked by your *retailer* to reconnect the premises; or
 - (ii) in other circumstances – if:
 - (A) you ask us to arrange for reconnection of your *premises*; and
 - (B) you rectify the matter that led to the *disconnection*; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your *retailer* have made arrangements for payment of the relevant reconnection charge; and
 - (b) you have complied with our requirements under the relevant *energy laws*; and
 - (c) the necessary infrastructure to re-energise the *premises* remains in place; and
 - (d) you provide safe and unhindered access to the *premises*,
- we must re-energise the premises if the request is made:
- (e) before 3.00 pm on a *business day*, on the day of the request; or
 - (f) after 3.00 pm on a *business day*, on the next *business day* or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
 - (g) where we are able to reconnect you by re-energising the *premises* remotely, subject to paragraphs (e) and (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A *retailer* (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we *disconnect* the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

In addition to this contract, we must comply with *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract.

If there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent:
 - (i) in writing;
 - (ii) marked to the attention of the person; and
 - (iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two *business days* after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a *business day*, or after 5.00 pm on a *business day*, it is taken to be received on the next *business day*.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

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

16.2 Access to information

Upon request, we must give you information about your *energy* consumption or our charges for *customer connection services*. We may charge you a reasonable fee for information requested more than once in any 12 month period.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

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

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

17.2 Our obligations in handling complaints or disputes

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

- (a) of the outcome of your complaint and the reasons for our decision; and

- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a *force majeure event*');

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

18.2 Deemed prompt notice

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

18.3 Obligation to overcome or minimise effect of force majeure event

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

18.4 Settlement of industrial disputes

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

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

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

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include *GST*.
- (b) Where an amount paid by you or by us under this contract is payment for a 'taxable supply' as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *energy laws*.
- (b) We must inform you of any material amendments to this contract as required by the *energy laws*.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

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

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

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

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

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

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

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

energy means electricity;

energy laws means national and Victorian laws and rules relating to **energy** and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the **Electricity Industry Act 2000** (Vic.), the **Electricity Safety Act 1998** (Vic.), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

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

GSL scheme is the scheme operated by the **ESC** under the **Electricity Distribution Code**;

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

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the **National Electricity (Victoria) Act 2005**;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

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

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

SWER means single wire earth return.

Electricity Industry Act 2000
UNITED ENERGY DISTRIBUTION PTY LTD
ABN 70 064 651 029
Deemed Distribution Contract

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called ‘*customer connection services*’.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website <https://www.unitedenergy.com.au>

1 THE PARTIES

This contract is between:

United Energy Distribution Pty Ltd ABN 70 064 651 029 who provides you with *customer connection services* at the *premises* (in this contract referred to as ‘we’, ‘our’ or ‘us’); and
You, the *customer* to whom this contract applies (in this contract referred to as ‘you’ or ‘your’).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

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

This contract sets out the terms and conditions for the *deemed distribution contract* for *customers* under the **Electricity Industry Act 2000** (Vic.).

3.2 Does this contract apply to you?

This contract applies to you if your *premises* are connected to our distribution system, and you do not have another customer connection contract with us for those *premises*.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?**4.1 When does this contract start?**

- (a) If your premises are already connected to our distribution system, this contract starts on 10 May 2018 (and replaces any previous deemed electricity distribution contract).
- (b) If you or your *retailer* request connection or reconnection of your *premises*, this contract starts on the date that you start to take supply of energy at those *premises*.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be disconnected (a ‘termination notice’) – subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 *business days* notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of *energy* for the *premises* under a different customer connection contract – on the date that contract starts; or
 - (iii) if a different *customer* starts receiving supply of *energy* for the *premises* – on the date the connection contract of that *customer* starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 *business days* after we disconnect the *premises* under the *energy laws*, if you have not within that period asked your *retailer* to reconnect the *premises* and met the requirements in the *energy laws* for reconnection.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *customer connection services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) Charges for *customer connection services* will be billed under your contract with your *retailer*.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of *energy* to your *premises*. This is the role of your *retailer*.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of *customer connection services* at your *premises* safely and in accordance with the *energy laws*.
- (b) Our obligations extend up to the *connection point* where *energy* is to be supplied to the *premises* (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the *Electricity Distribution Code*. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable *GSL scheme*.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

You must promptly:

- (a) inform your *retailer* or us of any change to your contact details; and
- (b) inform your *retailer* or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing *customer connection services* at the *premises*; and

- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of *energy* to the *premises* or the *premises* of any other person; and
- (d) inform either your *retailer* or us of any permanent material change to the *energy* load or pattern of usage at the *premises*.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract;
- (b) our reasonable requirements under the *energy laws*, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your *premises* any reasonable or agreed facility required by us to provide *customer connection services* to the *premises*; and
- (c) the obligations imposed on *customers* under the *Electricity Distribution Code* issued by the *ESC* (and if there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails).

6.4 Life support equipment

- (a) If a person living at your *premises* requires life support equipment, you must register the *premises* with your *retailer* or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the *premises*.
- (b) You must tell us or your *retailer* if the life support equipment is no longer required at the *premises*.
- (c) If the *premises* are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned *interruption* to the supply of *energy* to the *premises*; and
 - (ii) at least 4 *business days* notice in writing of any planned *interruptions* to the supply of *energy* to the *premise* (the 4 *business days* to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned *interruption*; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

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

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the *premises*, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of *energy* under this contract including but not limited to your obligations under the *Electricity Distribution Code*.
- (b) If you no longer want to keep a generator at the *premises* connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

- (c) If you want to connect a generator at the premises to our distribution system for the purpose of exporting **energy** (for example, a solar panel), you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator connected to the **premises** or add any energy storage equipment connected to a micro embedded generator, you must comply with the requirements of the **National Electricity Rules** and the terms of our connection offer or connection contract (whichever is applicable) made under the **National Electricity Rules**. This will require you to make an application to us prior to any changes being undertaken. We will be reasonable in our assessment of any application and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes for customers on SWER lines or customers supplied from single phase substations;
- 100 amperes in aggregate across all phases elsewhere in the distribution network; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3-year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

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

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the *energy laws* take any or all of the following actions:

- (a) estimate the amount of *energy* obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the *premises*.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*;
 - (ii) we can interrupt or limit the supply of electricity to your *premises* in accordance with the *energy laws*; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a *business customer*, take reasonable precautions to minimise the risk of any loss or damage to your equipment, *premises* or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the *energy laws* if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the *energy laws* including but not limited to sections 119 and 120 of the *National Electricity Law* (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the *energy laws* or (subject to the other party's compliance with its relevant obligations under the *Electricity Distribution Code*) by a *force majeure event*.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the *energy laws* if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of *energy*, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The *Competition and Consumer Act 2010* and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the *energy laws*, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter our metering installation at the *premises*; and
- (b) calculate or measure *energy* supplied or taken at the *premises*; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the *premises*; and
- (f) examine or inspect an energy installation at the *premises*; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the *premises*; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by you or your *retailer*.

9.2 Our obligations

If we or our representatives seek access to the *premises* under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a planned *interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of *energy* to the *premises* under the *energy laws* for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another *customer*.
- (b) If your *energy* supply will be affected by a planned *interruption*, we will give you at least 4 *business days* notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises*:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the *customer's* energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;

- (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24-hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or

- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*; or
- (e) if you fail to give us safe and unhindered access to the *premises* as required by clause 9 or any requirement under the *energy laws*; or
- (f) in an *emergency* or for health and safety reasons; or
- (g) if required to do so at the direction of a *relevant authority*; or
- (h) if we are otherwise permitted by the *energy laws* to disconnect the *premises*.

Note: The *energy laws* allow distributors and other authorised people to disconnect or arrange the *disconnection of premises* in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c) 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other *customers*;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your *premises* under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a *disconnection* warning notice that:
 - (i) requires you to rectify, within 6 *business days* after the date of issue on the notice, the issue that could lead to *disconnection*; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your *premises* in addition to providing a *disconnection* warning notice; and
- (c) you fail to comply with the *disconnection* warning notice within 6 *business days* after the date of issue.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an *emergency*.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the *energy laws*, we must not disconnect the *premises* during the following times ('the protected period'):
 - (i) on a *business day* before 8.00 am or after 2.00 pm (or 3.00 pm for *business customers*); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your *premises* may be *disconnected* within the protected period:
 - (i) for reasons of health and safety; or

- (ii) in an *emergency*; or
- (iii) as directed by a *relevant authority*; or
- (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of *energy*; or
- (v) if your *retailer* makes such a request on your behalf; or
- (vi) if your *premises* contain a commercial business that only operates within the protected period and where access to the *premises* is necessary to effect *disconnection*; or
- (vii) where the *premises* are not occupied.

12.6 Our rights after disconnection

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retailer*.

12.7 Disconnection fee

If you have not complied with a *disconnection* warning notice and we arrive at the *premises* to *disconnect* the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will be liable to pay a reasonable fee for our attendance at the *premises*.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the *premises* if, within 10 *business days* of your premises being disconnected:
 - (i) where your *retailer* asked for the *disconnection* – if we are asked by your *retailer* to reconnect the premises; or
 - (ii) in other circumstances – if:
 - (A) you ask us to arrange for reconnection of your *premises*; and
 - (B) you rectify the matter that led to the *disconnection*; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your *retailer* have made arrangements for payment of the relevant reconnection charge; and
 - (b) you have complied with our requirements under the relevant *energy laws*; and
 - (c) the necessary infrastructure to re-energise the *premises* remains in place; and
 - (d) you provide safe and unhindered access to the *premises*,
- we must re-energise the *premises* if the request is made:
- (e) before 3.00 pm on a *business day*, on the day of the request; or
 - (f) after 3.00 pm on a *business day*, on the next *business day* or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
 - (g) where we are able to reconnect you by re-energising the *premises* remotely, subject to paragraphs (e) and (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A *retailer* (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we *disconnect* the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

In addition to this contract, we must comply with *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract.

If there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent:
 - (i) in writing;
 - (ii) marked to the attention of the person; and
 - (iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two *business days* after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a *business day*, or after 5.00 pm on a *business day*, it is taken to be received on the next *business day*.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

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

16.2 Access to information

Upon request, we must give you information about your *energy* consumption or our charges for *customer connection services*. We may charge you a reasonable fee for information requested more than once in any 12-month period.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

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

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

17.2 Our obligations in handling complaints or disputes

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

- (a) of the outcome of your complaint and the reasons for our decision; and

- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a *force majeure event*'):

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

18.2 Deemed prompt notice

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

18.3 Obligation to overcome or minimise effect of force majeure event

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

18.4 Settlement of industrial disputes

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

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

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

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include *GST*.
- (b) Where an amount paid by you or by us under this contract is payment for a 'taxable supply' as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *energy laws*.
- (b) We must inform you of any material amendments to this contract as required by the *energy laws*.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a **customer** who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

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

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more **customers**;

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

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

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

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

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

energy means electricity;

energy laws means national and Victorian laws and rules relating to **energy** and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the **Electricity Industry Act 2000** (Vic.), the **Electricity Safety Act 1998** (Vic.), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

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

GSL scheme is the scheme operated by the **ESC** under the **Electricity Distribution Code**;

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

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the **National Electricity (Victoria) Act 2005**;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

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

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

SWER means single wire earth return.

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Allyson Lardner, Acting Assistant Chief Fire Officer, Loddon Mallee Region, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

In this determination and with reference to a numbered item in the table in the determination:

- (a) **closing date**, being the date of revocation of the determination of a firewood collection area, means the date specified in column 6 of the item;
- (b) **opening date**, being the date on which the determination of a firewood collection area comes into operation, means the date specified in column 5 of the item or, if no date is specified, the date on which this determination is published in the Government Gazette.

Determination

Each area of State forest shown hatched on a plan lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning, the number of which is shown in column 1 of an item in the table in this determination, is a firewood collection area for the purposes of section 57U of the **Forests Act 1958**, effective from the opening date for that area until the closing date for that area (inclusive).

Table – Firewood collection areas

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	DELWP region	DELWP district	Name of firewood collection area	Opening date	Closing date
1	18-009	Loddon Mallee	Murray Goldfields	Cains North 1	10/05/2018	30/06/2018
2	18-010	Loddon Mallee	Murray Goldfields	Sloans 1	10/05/2018	30/06/2018

Notes

- The information in columns 2, 3 and 4 of the table is for information only.
- DELWP** means Department of Environment, Land, Water and Planning.
- The legal plan of any firewood collection area may be obtained from the Central Plan Office of the Department of Environment, Land, Water and Planning – see <<https://www.landata.vic.gov.au>>, select Central Plan Office, and LEGL Plan. Maps of firewood collection areas that are open from time to time may be obtained from <www.delwp.vic.gov.au/firewood>.
- There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.

Dated 2 May 2018

ALLYSON LARDNER
Acting Assistant Chief Fire Officer, Loddon Mallee
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Geographic Place Names Act 1998

NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES

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

Road Naming:

Change Request Number	Road Name	Locality	Naming Authority and Location
98797	Stables Lane	Wedderburn	Loddon Shire Council The road traverses west from Ridge Street.
106380	Towle Lane	Geelong	Greater Geelong City Council The road traverses south from Wesley Place.
106825	Centro Circuit	Essendon Fields	Moonee Valley City Council (Private Road) The road traverses north from St Johns Lane and ends at Wirraway Road.
107095	Lear Lane	Woodside	Wellington Shire Council The road traverses north from Victoria Street.
107423	Prendergast Drive	Bairnsdale	East Gippsland Shire Council (Private Road) The road traverses east from Bengworden Road and is the main entrance to Bairnsdale Aerodrome.

Localities

Change Request Number	Naming Authority	Affected Localities	Location
106447	Brimbank City Council	Taylors Lakes and Keilor	The south-eastern corner of Taylors Lakes is being amended to incorporate properties within Kangaroo Paw Court, the boundary will run along the north-eastern boundary of PS731295. All other boundaries remain unchanged. For further details see map at www.delwp.vic.gov.au/namingplaces

Feature naming

Change Request Number	Place Name	Naming Authority and Location
–	Cressy (Cressy Public Hall) Neighbourhood Safer Place	Country Fire Authority Located within the Cressy Public Hall. For further details see map at www.delwp.vic.gov.au/namingplaces
–	Cressy (Cressy Public Hall grassed area at front) Neighbourhood Safer Place	Country Fire Authority Located on the grassed area out the front of the Cressy Public Hall. For further details see map at www.delwp.vic.gov.au/namingplaces
105715	Witham Park	Warrnambool City Council Located adjacent to Recreation Drive. For further details see map at www.delwp.vic.gov.au/namingplaces

Office of Geographic Names

Land Use Victoria
2 Lonsdale Street
Melbourne 3000CRAIG L. SANDY
Registrar of Geographic Names**Interpretation of Legislation Act 1984**

CODE OF PRACTICE FOR THE KEEPING OF RACING GREYHOUNDS

Notice of Incorporation of Documents and Address for Inspection of Documents

As required by section 32 of the **Interpretation of Legislation Act 1984**, notice is given that the Code of Practice for the Keeping of Racing Greyhounds made under section 63AC of the **Domestic Animals Act 1994** applies, adopts or incorporates the following documents:

Provision of the Code of Practice for the Keeping of Racing Greyhounds	Document applied, adopted or incorporated	Matter in applied, adopted or incorporated document
Section 6.2.2, paragraph 5	Publication by the Australian Veterinary Association: 'Vaccination of dogs and cats'	Guidelines on pages numbered 1 and 2
Section 6.3.1, paragraph 1	Code of Practice for the Responsible Breeding of Animals with Heritable Defects that Cause Disease	The whole

A copy of the material applied, adopted or incorporated by the Code of Practice for the Keeping of Racing Greyhounds has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours, at the office of the Department of Economic Development, Jobs, Transport and Resources, 1 Spring Street, Melbourne, Victoria 3000.

SALLY FENSLING
Executive Director, Animal Welfare Victoria

Interpretation of Legislation Act 1984

Building Regulations 2018

S.R. No. 38/2018

**NOTICE OF INCORPORATION OF MATERIAL AND ADDRESS FOR
INSPECTION OF DOCUMENTS**

In accordance with section 32 of the **Interpretation of Legislation Act 1984**, I give notice that the Building Regulations 2018 apply, adopt or incorporate matter from the documents set out in the tables below.

Table of applied, adopted or incorporated matter

In these tables –

AS 1851 – 2005 means AS 1851 – 2005 Maintenance of fire protection systems and equipment, published by Standards Australia on 5 September 2005, as amended on 26 July 2006 and 23 May 2008.

AS 1851 – 2012 means AS 1851 – 2012 Routine service of fire protection systems and equipment, published by Standards Australia on 3 December 2012, as amended on 16 November 2016.

AS 3959 – 2009 means AS 3959 – 2009 Construction of buildings in bushfire-prone areas, published by Standards Australia on 10 March 2009, as amended on 16 November 2009, 15 February 2011 and 11 November 2011.

BCA means the Building Code of Australia

BCA Volume One means Volume One of the National Construction Code 2016 including any variations or additions in the Appendix Victoria set out in the Appendices to that Volume;

BCA Volume Two means Volume Two of the National Construction Code 2016 including any Victoria additions set out in Appendix A to that Volume;

Building Code of Australia means the Building Code of Australia comprising –

- (a) Volume One of the National Construction Code 2016 including any variations or additions in the Appendix Victoria set out in the Appendices to that Volume; and
- (b) Volume Two of the National Construction Code 2016 including any Victoria additions set out in Appendix A to that Volume;

National Construction Code 2016 means the National Construction Code 2016 published by the Australian Building Codes Board on 1 May 2016, as amended on 12 March 2018.

Provision in subordinate instrument	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 5 (definition of AS 1851 – 2012)	AS 1851 – 2012 Routine service of fire protection systems and equipment, published by Standards Australia on 3 December 2012, as amended on 16 November 2016	The whole
Regulation 5 (definition of AS 3959)	AS 3959 – 2009 as incorporated for the time being by the BCA	The whole
Regulation 5 (definition of BCA)	Building Code of Australia	The whole
Regulation 5 (definition of BCA Volume One)	Building Code of Australia	Volume One

Provision in subordinate instrument	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 5 (definition of <i>BCA Volume Two</i>)	Building Code of Australia	Volume Two
Regulation 5 (definition of <i>bushfire attack level</i>)	AS 3959 – 2009 as incorporated for the time being by the BCA	The whole
Regulation 5 (definition of <i>fire performance requirement</i>)	BCA Volume One BCA Volume Two	Performance requirement BP1.1, DP2, DP3, DP4 or DP6 (to the extent that it relates to fire safety) Performance requirement CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.1, EP1.2, EP1.3, EP1.4, EP1.5, EP1.6, EP2.1 or EP2.2 Performance requirement P2.1.1, P2.3.1 or P2.3.2 (to the extent that it relates to fire safety for a Class 1b building or a Class 10 building not associated with a Class 1a building)
Regulations 10, 11, 12 and 13	BCA	The whole
Regulation 29(b)	BCA Volume One BCA Volume Two	Clause A2.2 Clause 1.2.2
Regulations 38 and 44(1)(j)	BCA	The whole
Regulation 117(1)	AS 2601 – 2001 The demolition of structures, published by Standards Australia on 13 September 2001	The whole

Provision in subordinate instrument	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 121	<p>BCA Volume One</p> <p>BCA Volume Two</p>	<p>Performance requirement BP1.1, DP2, DP3, DP4 or DP6 (to the extent that it relates to fire safety)</p> <p>Performance requirement CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.1, EP1.2, EP1.3, EP1.4, EP1.5, EP1.6, EP2.1 or EP2.2</p> <p>Performance requirement P2.1.1, P2.3.1 or P2.3.2 (to the extent that it relates to fire safety for a Class 1b building or a Class 10 building not associated with a Class 1a building)</p>
Regulation 124(1)	BCA	The whole
Regulation 125(1)	BCA Volume One	Clause A2.2(a)(v)
Regulation 125(2)	BCA Volume Two	Clause 1.2.2(a)(iii)
Regulation 128(1)	<p>BCA Volume One</p> <p>BCA Volume Two</p> <p>AS 2082 – 2007 Timber – Hardwood – Visually stressgraded for structural purposes, published by Standards Australia on 7 December 2007</p> <p>AS 2858 – 2008 Timber – Softwood – Visually stressgraded for structural purposes, published by Standards Australia on 30 June 2008</p> <p>AS/NZS 1748 – 2011 Timber – Solid – Stressgraded for structural purposes, jointly published by Standards Australia and Standards New Zealand on 24 February 2011 as amended on 31 October 2012.</p> <p>AS 1613 – 2005 Timber – Colours for marking F-grades, published by Standards Australia on 13 September 2005</p>	<p>Performance requirement BP1.1</p> <p>Performance requirement P2.1.1</p> <p>The whole</p> <p>The whole</p> <p>The whole</p> <p>The whole</p>
Regulation 128(2)	AS 1720.1 – 2010 Timber structures – Part 1: Design methods, published by Standards Australia on 21 June 2010 as amended on 7 December 2010 and 13 August 2015.	The whole

Provision in subordinate instrument	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 129	BCA	The whole
Regulation 137(b)	AS 1926.1 – 1993 Swimming pool safety – Part 1: Fencing for swimming pools, published by Standards Australia on 26 July 1993, as amended on 12 June 2000	The whole
Regulation 145(2)	BCA Volume Two	Part 3.7.2
Regulation 145(3)	BCA Volume One	Specification E2.2a
Regulations 146(2) and 147(2)	BCA Volume One	Clause E1.5
Regulation 147(4)	BCA Volume One AS 2444 – 2001 Portable fire extinguishers and fire blankets – Selection and location, published by Standards Australia on 9 November 2001 Practice Note 2008-13 issued by the Building Commission in November 2008	Clause E1.4 Clause G4.4 Part E4 The whole The whole
Regulation 147(5)	BCA Volume One Practice Note 2008-13 issued by the Building Commission in November 2008	Clause E1.4 Clause G4.4 Part E4 The whole
Regulation 151	BCA Volume One BCA Volume Two	Performance requirement BP1.1 Performance requirement P2.1.1
Regulation 152(1)	BCA	The whole
Regulation 152(2)	BCA Volume One	Clause A1.1
Regulation 152(3)	BCA Volume Two	Clause 1.1.1
Regulation 158(1)	BCA Volume One	Clause A1.1
Regulation 158(2)	BCA Volume One	Part G5
Regulation 160(1)(a)	AS 3959 – 2009 as incorporated for the time being by the BCA	The whole
Regulation 163 (note)	BCA Volume Two	P2.3.5
Regulation 164(1)	BCA Volume One	Clause A1.1
Regulation 164(2)	BCA Volume Two	Clause 1.1.1 and Clause O2.3(d) Performance requirement P2.3.5(e) and Application at the foot of performance requirement P2.3.5

Provision in subordinate instrument	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 165	BCA Volume Two	Performance requirement P2.3.5
Regulation 196(2)	AS 1851 – 2005 AS 1851 – 2012	The whole The whole
Regulation 196(3)	AS 1851 – 2012	The whole
Regulation 203(j)	BCA	The whole
Regulation 217(2)	AS 1851 – 2005 AS 1851 – 2012	The whole The whole
Regulation 217(3)	AS 1851 – 2012	The whole
Regulation 224(e)	AS 1851 – 2012	The whole
Regulation 234(1)	BCA Volume One	Section D
Regulation 235	BCA Volume Two	Performance requirement P2.3.1
Regulation 236(4)	BCA Volume One AS 1428.1 – 2009 Design for access and mobility – Part 1: General requirements for access – New building work, published by Standards Australia on 27 November 2009, as amended on 26 November 2010 and 3 February 2017, as incorporated by the BCA Volume One AS 1428.1 – 2001 Design for access and mobility – Part 1: General requirements for access – New building work, published by Standards Australia on 5 June 2001	Table E3.6b F2.4(c) F2.4(e) The whole The whole
Regulation 236(5) (definition of <i>access provision</i>)	BCA Volume One Access Code within the meaning of the Disability (Access to Premises – Buildings) Standards 2010 of the Commonwealth	Section D Part E3 and F2 The whole
Regulation 237(1), 237(2)	BCA Volume One	Clause A1.1
Regulation 237(3)	BCA Volume One	Clause A3.2
Regulation 240(1)	BCA Volume One	Clause A1.1
Regulation 240(2)	BCA Volume Two	Clause 1.1.1
Regulation 241	BCA	The whole
Schedule 3, Item 5	BCA Volume One BCA Volume Two	Clause A3.2 Clause 1.3.2

Provision in subordinate instrument	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Schedule 4, Form 19	BCA Volume One	Clause A0.7
	BCA Volume Two	Clause 1.0.7
Schedule 5, Part 1	BCA	The whole
Schedule 8, Part 6, Item 1(f)	AS/NZS 1668.1 – 2015 The use of ventilation and air conditioning in buildings – Part 1: Fire and smoke control in buildings, jointly published by Standards Australia and Standards New Zealand on 14 December 2015	Sections 5 and 6

Table of secondary applied, adopted or incorporated matter

The documents applied, adopted or incorporated by the Building Regulations 2018 apply, adopt or incorporate matter from the documents set out in the table below.

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
BCA, which is applied, adopted or incorporated by regulation 5, 10 to 13, 29, 38, 44(1), 121, 124(1), 125, 129, 145(2), 145(3), 146(2), 147(2), 147(4), 152, 158, 163 to 165, 203(h), 234(1), 235 to 237, 240 to 241, Item 5 of Schedule 3, Part 1 of Schedule 5	AS ISO 717.2 – 2004 Acoustics – Rating of sound insulation in buildings and of building elements – Part 2: Impact sound insulation, published by Standards Australia on 10 March 2004	The whole
	AS/NZS 1170.0 – 2002 Structural design actions – Part 0: General principles, jointly published by Standards Australia and Standards New Zealand on 4 June 2002, as amended on 8 January 2003, 28 November 2003, 28 April 2005, 11 April 2011 and 22 September 2011	The whole
	AS/NZS 1170.1 – 2002 Structural design actions – Part 1: Permanent, imposed and other actions, jointly published by Standards Australia and Standards New Zealand on 4 June 2002, as amended on 28 April 2005 and 21 January 2009	The whole
	AS/NZS 1170.2 – 2011 Structural design actions – Part 2: Wind actions, jointly published by Standards Australia and Standards New Zealand on 30 March 2011, as amended on 12 September 2012, 24 December 2012, 16 July 2013 and 10 August 2016	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS/NZS 1170.3 – 2003 Structural design actions – Part 3: Snow and ice actions, jointly published by Standards Australia and Standards New Zealand on 16 January 2013, as amended on 2 April 2007	The whole
	AS 1170.4 – 2007 Structural design actions – Part 4: Earthquake actions in Australia, published by Standards Australia on 9 October 2009, as amended on 10 August 2015	The whole
	AS 1191 – 2002 Acoustics – Method for laboratory measurement of airborne sound insulation of building elements, published by Standards Australia on 24 April 2002	The whole
	AS 1273 – 1991 Unplasticized PVC (UPVC) downpipe and fittings for rainwater, published by Standards Australia on 15 April 1991	The whole
	AS/NZS 1276.1 – 1999 Acoustics – Rating of sound insulation in buildings and of building elements – Part 1: Airborne sound insulation, jointly published by Standards Australia and Standards New Zealand on 15 November 1999	The whole
	AS 1288 – 2006 Glass in buildings – Selection and installation, published by Standards Australia on 16 January 2006, as amended on 31 January 2008, 11 November 2011 and 29 February 2016	The whole
	AS 1289.6.3.3 – 1997 Methods of testing soils for engineering purposes – Method 6.3.3: Soil strength and consolidation tests – Determination of the penetration resistance of a soil – Perth sand penetrometer test, published by Standards Australia on 5 June 1997, as amended on 1 November 1999	The whole
	AS 1397 – 2011 Continuous hot-dip metallic coated steel sheet and strip – Coatings of zinc and zinc alloyed with aluminium and magnesium, published by Standards Australia on 15 September 2011, as amended on 22 October 2012	The whole
	AS 1428.1 – 2009 Design for access and mobility – Part 1: General requirements for access – New building work, published by Standards Australia on 27 November 2009, as amended on 26 November 2010 and 3 February 2017	The whole
	AS 1428.1 Supp 1 – 1993 Design for access and mobility – Part 1: General requirements for access – Buildings – Commentary (Supplement to AS 1428.1 – 1993), published by Standards Australia on 15 November 1993	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS 1428.2 – 1992 Design for access and mobility – Part 2: Enhanced and additional requirements – Buildings and facilities, published by Standards Australia on 10 February 1992	The whole
	AS 1428.4 – 1992 Design for access and mobility – Part 4: Tactile ground surface indicators for the orientation of people with vision impairment, published by Standards Australia on 16 April 1992, as amended on 1 December 1995	The whole
	AS/NZS 1428.4.1 – 2009 Design for access and mobility – Part 4.1: Means to assist the orientation of people with vision impairment – Tactile ground surface indicators, jointly published by Standards Australia and Standards New Zealand on 3 December 2009, as amended on 26 November 2010 and 10 December 2014	The whole
	AS 1530.1 – 1994 Methods for fire tests on building materials, components and structures – Part 1: Combustibility test for materials, published by Standards Australia on 21 March 1994	The whole
	AS 1530.2 – 1993 Methods for fire tests on building materials, components and structures – Part 2: Test for flammability of materials, published by Standards Australia on 13 April 1993, as amended on 1 July 1993	The whole
	AS/NZS 1530.3 – 1999 Methods for fire tests on building materials, components and structures – Part 3: Simultaneous determination of ignitability, flame propagation, heat release and smoke release, jointly published by Standards Australia and Standards New Zealand on 5 November 1999	The whole
	AS 1530.4 – 2014 Methods for fire tests on building materials, components and structures – Part 4: Fire-resistance tests for elements of construction, published by Standards Australia on 10 December 2014	The whole
	AS 1562.1 – 1992 Design and installation of sheet roof and wall cladding – Part 1: Metal, published by Standards Australia on 20 July 1992, as amended on 1 July 1993, 2 September 1995 and 5 October 2012	The whole
	AS/NZS 1562.2 – 1999 Design and installation of sheet roof and wall cladding – Part 2: Corrugated fibre-reinforced cement, jointly published by Standards Australia and Standards New Zealand on 15 November 1999	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS/NZS 1562.3 – 1996 Design and installation of sheet roof and wall cladding – Part 3: Plastic, jointly published by Standards Australia and Standards New Zealand on 5 March 1996	The whole
	AS 1657 – 2013 Fixed platforms, walkways, stairways and ladders – Design, construction and installation, published by Standards Australia on 10 December 2013, as amended on 29 June 2016	The whole
	AS/NZS 1664.1 – 1997 Aluminium structures – Part 1: Limit state design, jointly published by Standards Australia and Standards New Zealand on 5 September 1997, as amended on 1 January 1999	The whole
	AS/NZS 1664.2 – 1997 Aluminium structures – Part 2: Allowable stress design, jointly published by Standards Australia and Standards New Zealand on 5 September 1997, as amended on 1 January 1999	The whole
	AS/NZS 1668.1 – 2015 The use of ventilation and air conditioning in buildings – Part 1: Fire and smoke control in buildings, jointly published by Standards Australia and Standards New Zealand on 14 December 2015	The whole
	AS 1668.2 – 2012 The use of ventilation and airconditioning in buildings – Part 2: Mechanical ventilation in buildings, published by Standards Australia on 20 November 2012, as amended on 1 October 2013 and 21 December 2016	The whole
	AS 1668.4 – 2012 The use of ventilation and airconditioning in buildings – Part 4: Natural ventilation of buildings, published by Standards Australia on 24 December 2012	The whole
	AS 1670.1 – 2015 Fire detection, warning, control and intercom systems – System design, installation and commissioning – Part 1: Fire, published by Standards Australia on 14 December 2015	The whole
	AS 1670.3 – 2004 Fire detection, warning, control and intercom systems – System design, installation and commissioning – Part 3: Fire alarm monitoring, published by Standards Australia on 23 April 2004	The whole
	AS 1670.4 – 2015 Fire detection, warning, control and intercom systems – System design, installation and commissioning – Part 4: Emergency warning and intercom systems, published by Standards Australia on 14 December 2015	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS/NZS 1680.0 – 2009 Interior lighting – Part 0: Safe movement, jointly published by Standards Australia and Standards New Zealand on 15 December 2009	The whole
	AS 1684.2 – 2010 Residential timber-framed construction – Part 2: Non-cyclonic areas, published by Standards Australia on 21 June 2010, as amended on 21 June 2012 and 25 October 2013	The whole
	AS 1684.3 – 2010 Residential timber-framed construction – Part 3: Cyclonic areas, published by Standards Australia on 21 June 2010, as amended on 21 June 2012	The whole
	AS 1684.4 – 2010 Residential timber-framed construction – Part 4: Simplified – Non-cyclonic areas, published by Standards Australia on 21 June 2010, as amended on 21 June 2012	The whole
	AS 1720.1 – 2010 Timber structures – Part 1: Design methods, published by Standards Australia on 21 June 2010, as amended on 7 December 2010, 18 August 2011 and 13 August 2015	The whole
	AS 1720.4 – 2006 Timber structures – Part 4: Fire resistance for structural adequacy of timber members, published by Standards Australia on 25 July 2006	The whole
	AS 1720.5 – 2015 Timber structures – Part 5: Nailplated timber roof trusses, published by Standards Australia on 18 August 2015	The whole
	AS 1735.11 – 1986 Lifts, escalators and moving walks (known as the SAA Lift Code) – Part 11: Fire-rated landing doors, published by Standards Australia on 7 April 1986	The whole
	AS 1735.12 – 1999 Lifts, escalators and moving walks – Part 12: Facilities for persons with disabilities, published by Standards Australia on 5 May 1999, as amended on 1 September 1999	The whole
	AS/NZS 1859.4 – 2004 Reconstituted wood-based panels – Specifications – Part 4: Wet-processed fibreboard, jointly published by Standards Australia and Standards New Zealand on 26 March 2004	The whole
	AS 1860.2 – 2006 Particleboard flooring – Part 2: Installation, published by Standards Australia on 26 June 2006, as amended on 16 December 2010	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS 1905.1 – 2015 Components for the protection of openings in fire-resistant walls – Part 1: Fire-resistant doorsets, published by Standards Australia on 25 August 2015, as amended on 19 June 2016	The whole
	AS 1905.2 – 2005 Components for the protection of openings in fire-resistant walls – Part 2: Fire-resistant roller shutters, published by Standards Australia on 9 September 2005	The whole
	AS 1926.1 – 2012 Swimming pool safety – Part 1: Safety barriers for swimming pools, published by Standards Australia on 6 November 2012	The whole
	AS 1926.2 – 2007 Swimming pool safety – Part 2: Location of safety barriers for swimming pools, published by Standards Australia on 12 July 2007, as amended on 28 April 2008 and 16 December 2011	The whole
	AS 1926.3 – 2010 Swimming pool safety – Part 3: Water recirculation systems, published by Standards Australia on 1 September 2010, as amended on 16 December 2011	The whole
	AS 1926.2 – 1995 Swimming pool safety – Part 2: Location of fencing for private swimming pools, published by Standards Australia on 5 February 1995	The whole
	AS 2047 – 2014 Windows and external glazed doors in buildings, published by Standards Australia on 23 September 2014, as amended on 12 February 2016	The whole
	AS 2049 – 2002 Roof tiles, published by Standards Australia on 30 October 2002, as amended on 26 November 2005	The whole
	AS 2050 – 2002 Installation of roof tiles, published by Standards Australia on 30 October 2002, as amended on 5 December 2005 and 17 October 2012	The whole
	AS 2118.1 – 1999 Automatic fire sprinkler systems – Part 1: General requirements, published by Standards Australia on 5 December 1999, as amended on 30 June 2000	The whole
	AS 2118.1 – 2017 Automatic fire sprinkler systems – Part 1: General systems, published by Standards Australia on 14 September 2017, as amended on 21 December 2017	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS 2118.4 – 2012 Automatic fire sprinkler systems – Part 4: Sprinkler protection for accommodation buildings not exceeding four storeys in height, published by Standards Australia on 22 May 2012	The whole
	AS 2118.6 – 2012 Automatic fire sprinkler systems – Part 6: Combined sprinkler and hydrant systems in multistorey buildings, published by Standards Australia on 21 September 2012	The whole
	AS 2159 – 2009 Piling – Design and installation, published by Standards Australia on 4 November 2009, as amended on 21 October 2010	The whole
	AS/NZS 2179.1 – 2014 Specifications for rainwater goods, accessories and fasteners – Part 1: Metal shape or sheet rainwater goods, and metal accessories and fasteners, jointly published by Standards Australia and Standards New Zealand on 22 August 2014	The whole
	AS/NZS 2269.0 – 2012 Plywood – Structural – Part 0: Specifications, jointly published by Standards Australia and Standards New Zealand on 24 October 2012, as amended on 7 August 2015	The whole
	AS 2293.1 – 2005 Emergency escape lighting and exit signs for buildings – Part 1: System design, installation and operation, published by Standards Australia on 12 May 2005, as amended on 2 September 2008 and 8 August 2014	The whole
	AS 2293.3 – 2005 Emergency escape lighting and exit signs for buildings – Part 3: Emergency escape luminaires and exit signs, published by Standards Australia on 12 May 2005, as amended on 23 February 2010 and 6 December 2012	The whole
	AS 2327.1 – 2003 Composite structures – Part 1: Simply supported beams, published by Standards Australia on 18 August 2003	The whole
	AS 2419.1 – 2005 Fire hydrant installations – Part 1: System design, installation and commissioning, published by Standards Australia on 26 November 2005, as amended on 8 June 2007	The whole
	AS 2441 – 2005 Installation of fire hose reels, published by Standards Australia on 24 November 2005, as amended on 22 May 2009	The whole
	AS 2665 – 2001 Smoke/heat venting systems – Design, installation and commissioning, published by Standards Australia on 15 November 2001	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS 2870 – 2011 Residential slabs and footings, published by Standards Australia on 17 January 2011	The whole
	AS/NZS 2890.6 – 2009 Parking facilities – Part 6: Off-street parking for people with disabilities, jointly published by Standards Australia and Standards New Zealand on 22 October 2009	The whole
	AS/NZS 2904 – 1995 Damp-proof courses and flashings, jointly published by Standards Australia and Standards New Zealand on 5 November 1995, as amended on 1 March 1998 and 1 February 2013	The whole
	AS/NZS 2908.1 – 2000 Cellulose-cement products – Part 1: Corrugated sheets, jointly published by Standards Australia and Standards New Zealand on 12 May 2000	The whole
	AS/NZS 2908.2 – 2000 Cellulose-cement products – Part 2: Flat sheets, jointly published by Standards Australia and Standards New Zealand on 12 May 2000	The whole
	AS/NZS 2918 – 2001 Domestic solid fuel burning appliances – Installation, jointly published by Standards Australia and Standards New Zealand on 21 November 2001	The whole
	AS/NZS 3013 – 2005 Electrical installations – Classification of the fire and mechanical performance of wiring system elements, jointly published by Standards Australia and Standards New Zealand on 22 August 2005	The whole
	AS/NZS 3500.3 – 2015 Plumbing and drainage – Part 3: Stormwater drainage, jointly published by Standards Australia and Standards New Zealand on 2 March 2015	The whole
	AS/NZS 3500.5 – 2012 Plumbing and drainage – Part 5: Housing installations, jointly published by Standards Australia and Standards New Zealand on 17 December 2012	The whole
	AS 3600 – 2009 Concrete structures, published by Standards Australia on 23 December 2009, as amended on 15 November 2010 and 20 March 2013	The whole
	AS 3660.1 – 2014 Termite management – Part 1: New building work, published by Standards Australia on 5 November 2014	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS 3660.3 – 2014 Termite management – Part 3: Assessment criteria for termite management systems, published by Standards Australia on 5 November 2014	The whole
	AS/NZS 3666.1 – 2011 Air-handling and water systems of buildings – Microbial control – Part 1: Design, installation and commissioning, jointly published by Standards Australia and Standards New Zealand on 14 November 2011	The whole
	AS 3700 – 2011 Masonry structures, published by Standards Australia on 14 October 2011, as amended on 27 September 2012 and 15 April 2015	The whole
	AS 3740 – 2010 Waterproofing of domestic wet areas, published by Standards Australia on 5 November 2010, as amended on 12 December 2012	The whole
	AS 3786 – 2014 Smoke alarms using scattered light, transmitted light or ionization, published by Standards Australia on 16 February 2015, as amended on 27 August 2015	The whole
	AS/NZS 3823.1.2 – 2012 Performance of electrical appliances – Airconditioners and heat pumps – Part 1.2: Ducted airconditioners and air-to-air heat pumps – Testing and rating for performance (ISO 13253:2011, MOD), jointly published by Standards Australia and Standards New Zealand on 11 May 2012	The whole
	AS/NZS 3837 – 1998 Method of test for heat and smoke release rates for materials and products using an oxygen consumption calorimeter, jointly published by Standards Australia and Standards New Zealand on 5 November 1998	The whole
	AS 4055 – 2012 Wind loads for housing, published by Standards Australia on 24 December 2012, as amended on 2 December 2015	The whole
	AS 4072.1 – 2005 Components for the protection of openings in fire-resistant separating elements – Part 1: Service penetrations and control joints, published by Standards Australia on 9 September 2005, as amended on 22 March 2006	The whole
	AS 4100 – 1998 Steel structures, published by Standards Australia on 5 June 1998, as amended on 29 February 2012	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS/NZS 4200.1 – 1994 Pliable building membranes and underlays – Part 1: Materials, jointly published by Standards Australia and Standards New Zealand on 18 July 1994, as amended on 1 December 1994	The whole
	AS/NZS 4200.2 – 1994 Pliable building membranes and underlays – Part 2: Installation requirements, jointly published by Standards Australia and Standards New Zealand on 18 July 1994	The whole
	AS 4254.1 – 2012 Ductwork for air-handling systems in buildings – Part 1: Flexible duct, published by Standards Australia on 8 June 2012	The whole
	AS 4254.2 – 2012 Ductwork for air-handling systems in buildings – Part 2: Rigid duct, published by Standards Australia on 12 November 2012	The whole
	AS/NZS 4256.1 – 1994 Plastic roof and wall cladding materials – Part 1: General requirements, jointly published by Standards Australia and Standards New Zealand on 5 December 1994	The whole
	AS/NZS 4256.2 – 1994 Plastic roof and wall cladding materials – Part 2: Unplasticized polyvinyl chloride (uPVC) building sheets, jointly published by Standards Australia and Standards New Zealand on 5 December 1994	The whole
	AS/NZS 4256.3 – 1994 Plastic roof and wall cladding materials – Part 3: Glass fibre reinforced polyester (GRP) , jointly published by Standards Australia and Standards New Zealand on 5 December 1994	The whole
	AS/NZS 4256.5 – 1996 Plastic roof and wall cladding materials – Part 5: Polycarbonate, jointly published by Standards Australia and Standards New Zealand on 5 March 1996	The whole
	AS/NZS 4284 – 2008 Testing of building facades, jointly published by Standards Australia and Standards New Zealand on 28 April 2008	The whole
	AS/NZS 4505 – 2012 Garage doors and other large access doors, jointly published by Standards Australia and Standards New Zealand on 6 February 2013, as amended on 7 August 2015	The whole
	AS 4586 – 2013 Slip resistance classification of new pedestrian surface materials, published by Standards Australia on 28 June 2013	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	AS/NZS 4600 – 2005 Cold-formed steel structures, jointly published by Standards Australia and Standards New Zealand on 30 December 2005, as amended on 10 August 2010	The whole
	AS 4654.1 – 2012 Waterproofing membranes for external above-ground use – Part 1: Materials, published by Standards Australia on 14 September 2012	The whole
	AS 4654.2 – 2012 Waterproofing membranes for external above-ground use – Part 2: Design and installation, published by Standards Australia on 14 September 2012	The whole
	AS 4773.1 – 2015 Masonry in small buildings – Part 1: Design, published by Standards Australia on 18 August 2015, as amended on 7 October 2016	The whole
	AS 4773.2 – 2015 Masonry in small buildings – Part 2: Construction, published by Standards Australia on 18 August 2015	The whole
	AS/NZS 4859.1 – 2002 Materials for the thermal insulation of buildings – Part 1: General criteria and technical provisions, jointly published by Standards Australia and Standards New Zealand on 15 October 2002, as amended on 28 December 2006	The whole
	AS 5113 – 2016 Fire propagation testing and classification of external walls of buildings, published by Standards Australia on 23 March 2016	The whole
	AS 5146.1 – 2015 Reinforced autoclaved aerated concrete – Part 1: Structures, published by Standards Australia on 23 December 2015	The whole
	AS 5637.1 – 2015 Determination of fire hazard properties – Part 1: Wall and ceiling linings, published by Standards Australia on 24 August 2015	The whole
	AS ISO 9239.1 – 2003 Reaction to fire tests for floor coverings – Part 1: Determination of the burning behaviour using a radiant heat source, published by Standards Australia on 16 May 2003	The whole
	Wickham, F., DA09 <i>Air Conditioning Load Estimation</i> , published by Australian Institute of Refrigeration, Air Conditioning and Heating (Inc) Auckland Institute of Refrigeration Heating Air Conditioning Engineers Inc, Melbourne 1998	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	Bennetts, I. D., Proe, D. J. and Thomas, I. R., <i>Guidelines for assessment of fire resistance of structural steel members</i> , published by Australian Institute of Steel Construction, 1987	The whole
	ASTM E2073 – 10 Standard test method for photopic luminance of photoluminescent (phosphorescent) markings, published by American Society for Testing and Materials, 2010	The whole
	AHRI 460 – 2005 Performance rating of remote mechanical-draft air-cooled refrigerant condensers, published by Air-Conditioning, Heating, and Refrigeration Institute, 2005	The whole
	AHRI 550/590 (I-P) – 2015 Performance rating of water-chilling and heat pump water-heating packages using the vapor compression cycle, published by Air-Conditioning, Heating and Refrigeration Institute, 2015	The whole
	BS 7190 – 1989 Method for assessing thermal performance of low temperature hot water boilers using a test rig, published by British Standards Institution, 1989	The whole
	Protocol for building energy analysis software version 2006.1, published by Australian Building Codes Board, January 2006	The whole
	Protocol for structural software version 2011.1, published by Australian Building Codes Board, 2011	The whole
	Standard for construction of buildings in flood hazard areas version 2012.2, published by Australian Building Codes Board, 2012	The whole
	Track operator’s safety guide (version 2), published by Confederation of Australian Motor Sport Ltd, June 1993	The whole
	Disability Standards for Accessible Public Transport 2002 made under subsection 31(1) of the Disability Discrimination Act 1992 of the Commonwealth	The whole
	ISO 140.6 – 1998 Acoustics – Measurement of sound insulation in buildings and of building elements – Part 6: Laboratory measurements of impact sound insulation of floors, published by International Organization for Standardization on 15 August 1998	The whole

Primary incorporated document	Title of secondary applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
	ISO 540 – 2008 Hard coal and coke – Determination of ash fusibility, published by International Organization for Standardization on 1 June 2008	The whole
	ISO 717.1 – 1996 Acoustics – Rating of sound insulation in buildings and of building elements – Part 1: Airborne sound insulation, published by International Organization for Standardization on 15 December 1996	The whole
	ISO 8336 – 1993 Fibre-cement flat sheets, published by International Organization for Standardization on 1 September 1993	The whole
	NASH standard for steel framed construction in bushfire areas, published by National Association of Steel-Framed Housing Inc, 2014	The whole
	NASH standard for residential and low-rise steel framing – Part 1: design criteria, including amendment C, published by National Association of Steel-Framed Housing Inc, 2011	The whole
	NASH standard for residential and low-rise steel framing – Part 2: design solutions + non cyclonic and cyclonic span tables, published by National Association of Steel-framed Housing Inc, 2014	The whole
	Technical Note 61 - Articulated walling, published by Cement Concrete & Aggregates Australia, August 2008	The whole
	SA TS 101 – 2015 Design of post-installed and cast-in fastenings for use in concrete, published by Standards Australia on 23 December 2015	The whole
	Practice Note 07 – 2008 Residential Fire Safety Systems, issued by the Building Commission in May 2008	The whole
	Practice Note 08 – 2014 Emergency communication systems, published by the Victorian Building Authority, May 2014	The whole

A copy of the material applied, adopted or incorporated by this subordinate instrument has been lodged with the Clerk of the Parliaments. A copy of matter so applied, adopted or incorporated into the Building Regulations 2018 is available for inspection by the public, free of charge, during normal business hours at the Victorian Building Authority, Goods Shed North, 733 Bourke Street, Docklands 3008, telephone 1300 815 127.

RICHARD WYNNE
Minister for Planning

Land Acquisition and Compensation Act 1986

FORM 7

S. 21(a)
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Secretary to the Department of Economic Development, Jobs, Transport and Resources, as project authority appointed in accordance with the **Major Transport Projects Facilitation Act 2009** for the West Gate Tunnel Project, declares that by this notice it acquires the following interests in the land described as 228 Hall Street, Spotswood, being the whole of the land contained in Certificate of Title Volume 9797 Folio 041:

- 1) the estate in fee simple of the registered proprietor Bellesis Investments Pty Ltd (ACN 005 069 625), but not the leasehold interests of:
 - a) Ooh!Media Assets Pty Limited and any related entities; and
 - b) Optus Mobile Pty Limited and any related entities;
- 2) all other interests in the land, apart from the leasehold interests specified in items 1(a) and 1(b) above.

Published with the authority of the Secretary to the Department of Economic Development, Jobs, Transport and Resources.

For and on behalf of the Secretary to the Department of Economic Development, Jobs, Transport and Resources:

Signed TIM CULLINAN

Name Tim Cullinan
Director, Transport Property
Department of Economic Development,
Jobs, Transport and Resources

Dated 10 May 2018

Land Acquisition and Compensation Act 1986

LAND ACQUISITION AND COMPENSATION REGULATIONS 2010

FORM 7

S. 21(a)
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Minister for the Crown administering the **Education and Training Reform Act 2006** (Vic.) ('Minister') declares that by this notice the Minister acquires the following interest in the whole of the land described as Lot 1 on Title Plan 603039X being the land described in Certificate of Title Volume 09319 Folio 444.

Interests Acquired: That of Phoenicia & Partners Pty Ltd and all other interests.

Published with the authority of the Minister.

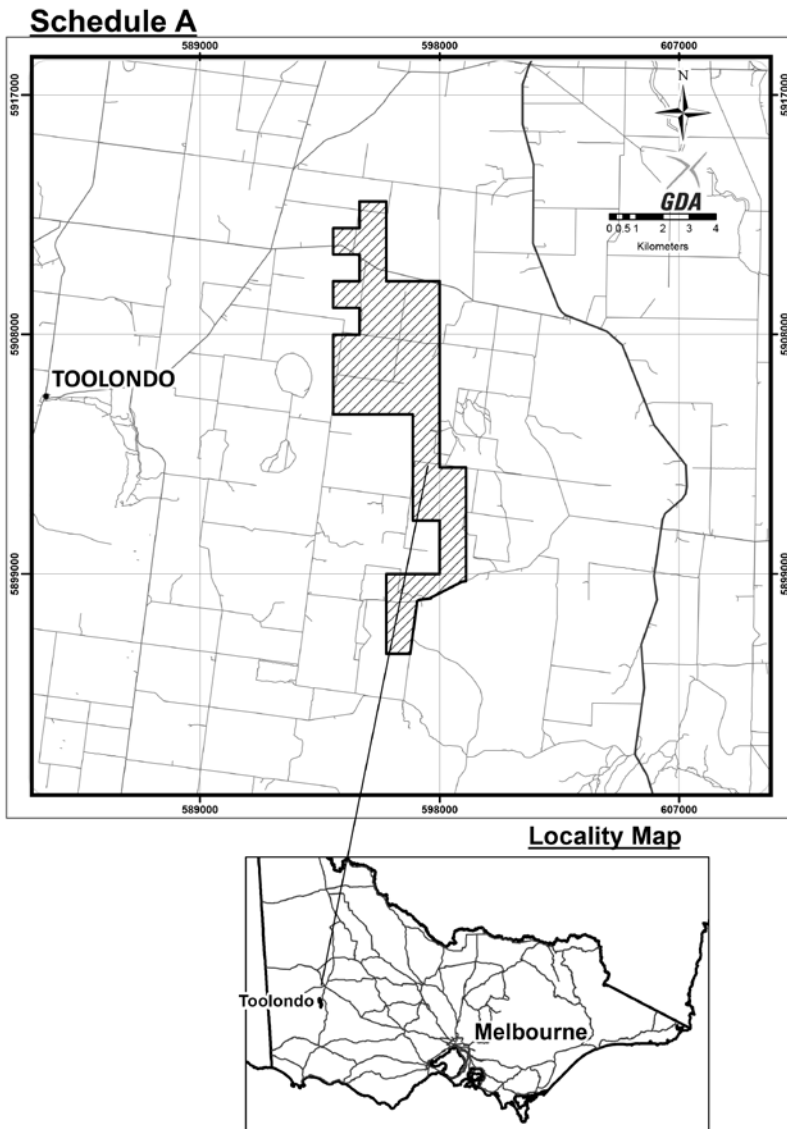
Dated 10 May 2018

For and on behalf of the Minister
Signed NICOLE POPE
Manager, Property Unit

Mineral Resources (Sustainable Development) Act 1990

EXEMPTION OF LAND FROM A LICENCE

I, Anthony Hurst, Executive Director, Earth Resources Regulation pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** (the 'Act') and acting under delegation from the Minister for Resources dated 23 January 2017, hereby exempt all that land situated within the boundaries of the hatched area on attached Schedule A, from being subject to any and all licences under the Act.



Dated 1 May 2018

ANTHONY HURST
Executive Director, Earth Resources Regulation

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

Rates and Costs Schedule 2017–2018

Tandem GVM 22.5 tonnes (greater than 5 years old)

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Tandem GVM 22.5 greater than 5 years old.² The worked example is based on certain assumptions about the business, for example, that the vehicle is 5 years old, is in operation for 7.6 hours a day, uses a certain number of tyres and operates within the excavation sector of the building and construction industry.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

The Schedule is structured as follows:

Part 1: Fixed Costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable Costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

1 Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

2 Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (less than five years old), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (greater than five years old), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 tonnes (less than five years old), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 (greater than five years old) and Tandem – GVM up to 22.5 (less than five years old) Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for Labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the Schedule provides for a five per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the 'Owner Drivers and Forestry Contractors Code of Practice'.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> ● a 2013 manufactured base model vehicle with a current capital value of \$183,341 (being the current average retail value of a 5-year-old vehicle).³ ● a vehicle subject to a lease arrangement, over a 5-year term with a 25% residual, with interest at a comparison interest rate of 7.0% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<ul style="list-style-type: none"> ● The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year. ● The model spreads fixed operating costs over those 1,672 hours. ● In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.

The cost structure of the individual business will be significantly different if, for example:

- the age or current capital value (or both) of the vehicle is less or more than the above figures;
- other finance arrangements apply – the vehicle is fully owned or is subject to a loan;
- more or fewer hours are worked each year; or
- the vehicle is fitted with additional features.

3. Cost based on the average price of a 2013 three axle Japanese vehicle of \$183,341. This price is based on a vehicle with standard features. Additional features will incur additional cost.

Because of these potential variations, great care should be taken in using the indicative figures set out in the cost model, as the costs of the individual business may vary significantly.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate Structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Vehicle Lease Costs</p> <p>This model is based on a vehicle with a current capital value of \$183,341 ((based on typical retail value of a 5-year-old vehicle), and is based on a lease arrangement over a 5-year term with a 45.3% residual, at 7.0% interest per annum.</p>	\$31,024		<p>Finance arrangements will vary widely depending on:</p> <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. <p>Based on a vehicle with standard features. Additional Features will incur additional costs.</p>
<p>Registration, Permits and TAC Fees</p> <p>Based on vehicle registration fee of \$1,148 and TAC charge of \$1,651.10 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).</p>	\$2,799.10		<p>These fees are current as at 1 July 2017 but may change.</p> <p>Additional licences may be payable for certain types of operations (e.g. interstate registration).</p> <p>Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.</p>
<p>Superannuation</p> <p>Self-funded, based on 9.5% of own labour assumed at \$52,576.</p>	\$4,995		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Insurance Comprehensive Vehicle</p> <p>Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$5,775		Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.
<p>Insurance Personal Sickness and Accident/Income</p> <p>Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only.</p> <p>Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.</p>	\$530		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
<p>Insurance Public Liability</p> <p>Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.</p>	\$450		
<p>Insurance Workers' Compensation</p> <p>Assumed at the rate of 4.59% for the assumed labour rate of the business owner of \$52,576.</p> <p>Assumes vehicle is primarily travelling intrastate.</p>	\$2,413.75		<p>The rate is current as at 2016–2017 and is subject to change.</p> <p>The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Yard and Parking	\$2,400		The rate is based on \$200 per month for a truck and trailer.
GPS and Mapping System	\$250		The rate is based on a monthly rate of \$20.83.
Business Administration Costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,769		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$53,406.85		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$31.94		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions assumes 44,000 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Fuel Based on retail diesel fuel cost based on the average retail cost for Victoria across 2017 of 125 cents per litre, which is net of GST. Assumes 30.80 litres consumed per 100 km.	39 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge can be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$400 per tyre (22 tyres) based on vehicle specific average performance and replaced annually or after 44,000km.	6 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, Repairs and Maintenance Based on rate of 18 cents per km.	18 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	63 cents		

Total variable costs per driving hour	Typical variable cost per driving hour	Your total variable cost per driving hour	Variations in this cost item
Assumes 26.32 km travelled per hour.	\$16.58		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

www.citylink.com.au/using-citylink/toll-calculator

www.eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$26.20	\$33.54	\$44.02
Range of rates typically paid in Victoria ³		
\$26.20 to \$31.44	\$33.54 to \$40.25	\$44.02 to \$52.82

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010⁴ (the award) for a casual employee driver of a Tandem – GVM 22.5 (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular

4. The Award rate is accurate as at 1 July 2017, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting <http://www.fwc.gov.au/> or contacting your association or union.

industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals			
Totals per driving hour	Typical Costs	Your figures	Notes
Fixed Costs	\$31.94		Assuming fixed costs spread over 1,672 hours.
Variable Costs	\$16.58		Assuming 26.31 km travelled per hour.
Labour	\$31.44		This worked example is based on a casual labour rate of \$31.44 per hour. See discussion on rates for labour in Part 3.
Return on Investment	\$4.00		This worked example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$83.96		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

5. Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Totals			
Totals per driving hour	Typical costs	Your figures	Notes
Variable Costs	\$16.58		Assuming 26.32 km travelled per hour.
Labour (overtime rates)	\$40.25 – \$52.82		This worked example is based on overtime penalty labour rates of between 150% and 200%. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$56.83 – \$69.40		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should where relevant include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the Owner Drivers and Forestry Contractors Code of Practice, available from <http://www.business.vic.gov.au/ownerdrivershirers>

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

6. Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

Rates and Costs Schedule 2017–2018

Tandem GVM 22.5 tonnes (less than five years old)

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Tandem GVM 22.5 less than five years old.² The worked example is based on certain assumptions about the business, for example, that the vehicle is in operation for 7.6 hours a day, uses a certain number of tyres and operates within the excavation sector of the building and construction industry.

The aim of the Schedule is to assist owner drivers to:

better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
calculate their own unique cost model.

The Schedule is structured as follows:

Part 1: Fixed Costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable Costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

1 Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

2 Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (less than five years old), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (greater than five years old), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 tonnes (less than five years old), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 (greater than five years old) and Tandem – GVM up to 22.5 (greater than five years old) Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for Labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the Schedule provides for a four per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the 'Owner Drivers and Forestry Contractors Code of Practice'.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> • a 2017 manufactured base model vehicle with a current capital value of \$297,000 (being the current average retail value of a vehicle of this type).³ • a vehicle subject to a lease arrangement, over a five-year term with a 61.7% residual, with interest at a comparison interest rate of 7.0% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<ul style="list-style-type: none"> • The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year. • The model spreads fixed operating costs over those 1,672 hours. • In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.

The cost structure of the individual business will be significantly different if, for example:

- the age or current capital value (or both) of the vehicle is less or more than the above figures;
- other finance arrangements apply – the vehicle is fully owned or is subject to a loan;
- more or fewer hours are worked each year; or
- the vehicle is fitted with additional features.

3. Cost based on the average price of a 2017 three axle Japanese vehicle of \$297,000. This price is based on a vehicle with standard features. Additional features will incur additional cost.

Because of these potential variations, great care should be taken in using the indicative figures set out in the cost model, as the costs of the individual business may vary significantly.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate Structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle Lease Costs This model is based on a vehicle with a current capital value of \$297,000 (based on the typical retail value of a 2017 manufactured vehicle), and is based on a lease arrangement over a 5-year term with a 45.3% residual, at 7.0% interest per annum.	\$40,554		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. Based on a vehicle with standard features. Additional Features will incur additional costs.
Registration, Permits and TAC Fees Based on vehicle registration fee of \$1,148 and TAC charge of \$1,651.10 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$2,799.10		These fees are current as at 1 July 2017 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 9.5% of own labour assumed at \$52,576.	\$4,995		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Insurance Comprehensive Vehicle</p> <p>Based on a capital value of \$297,000 and a rate of 3.15% per annum, an operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$9,356		<p>Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.</p>
<p>Insurance Personal Sickness and Accident/ Income</p> <p>Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only.</p> <p>Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.</p>	\$530		<p>The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.</p>
<p>Insurance Public Liability</p> <p>Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.</p>	\$450		
<p>Insurance Workers' Compensation</p> <p>Assumed at the rate of 4.59% for the assumed labour rate of the business owner of \$52,576.</p> <p>Assumes vehicle is primarily travelling intrastate.</p>	\$2,413.75		<p>The rate is current as at 2017–2018 and is subject to change.</p> <p>The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Yard and Parking	\$2,400		The rate is based on \$200 per month.
GPS and Mapping System	\$250		The rate is based on a monthly rate of \$20.83.
<p>Business Administration Costs</p> <p>Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.</p>	\$2,769		<p>Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts.</p> <p>Mobile phone charges will vary significantly depending on level of use.</p> <p>Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.</p>
Total annual fixed costs	\$66,516.85		
<p>Total hourly fixed costs</p> <p>Assuming 1,672 vehicle operation hours.</p>	\$39.78		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions assumes 44,000 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Fuel Based on retail diesel fuel cost based on the average retail cost for Victoria across 2017 of 125 cents per litre, which is net of GST. Assumes 28 litres consumed per 100 km.	35 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge can be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$400 per tyre (10 tyres) based on vehicle specific average performance and replaced annually or after 63,800km.	6 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, Repairs and Maintenance Based on rate of 12 cents per km.	12 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	53 cents		

Total variable costs per driving hour	Typical variable cost per driving hour	Your total variable cost per km	Variations in this cost item
Assumes 26.32 km travelled per hour.	\$13.95		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

www.citylink.com.au/using-citylink/toll-calculator

www.eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$26.20	\$33.54	\$44.02
Range of rates typically paid in Victoria ³		
\$26.20 to \$31.44	\$33.54 to \$40.25	\$44.02 to \$52.82

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010⁴ (the award) for a casual employee driver of a Tandem – GVM 22.5 (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work.

4. The Award rate is accurate as at 1 July 2017, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting <http://www.fwc.gov.au/> or contacting your association or union.

3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals			
Totals per driving hour	Typical Costs	Your figures	Notes
Fixed Costs	\$39.78		Assuming fixed costs spread over 1,672 hours.
Variable Costs	\$13.95		Assuming 26.31 km travelled per hour.
Labour	\$31.44		This worked example is based on a casual labour rate of \$31.44 per hour. See discussion on rates for labour in Part 3.
Return on Investment	\$3.41		This worked example is based on a four per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$88.58		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

5. Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Totals			
Totals per driving hour	Typical costs	Your figures	Notes
Variable Costs	\$13.95		Assuming 26.32 km travelled per hour.
Labour (overtime rates)	\$40.25 – \$52.82		This worked example is based on overtime penalty labour rates of between 150% and 200%. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$54.20 – \$66.77		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should where relevant include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the Owner Drivers and Forestry Contractors Code of Practice, available from <http://www.business.vic.gov.au/ownerdrivershirers>

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

6. Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

Rates and Costs Schedule 2017–2018

Truck and Quad Axle Dog– GCM up to 50 tonnes (greater than five years old)

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Truck and Quad Axle Dog GCM 50 tonnes greater than 5 years.² The worked example is based on certain assumptions about the business, for example, that the vehicle is 5 years old, is in operation for 7.6 hours a day, uses a certain number of tyres and operates within the excavation sector of the building and construction industry.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

The Schedule is structured as follows:

Part 1: Fixed Costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable Costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

1 Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

2 Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (less than five years old), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 tonnes (less than five years old), Tandem – GVM up to 22.5 tonnes (less than five years old), Truck and Triaxle Super Dog Trailer – GCM up to 42.5 tonnes (greater than five) and Tandem – GVM up to 22.5 tonnes (greater than five years old) Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for Labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the Schedule provides for a five per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the 'Owner Drivers and Forestry Contractors Code of Practice'.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> ● a vehicle with a current capital value of \$265,135 (being the current average retail value of a 2013 manufactured vehicle)³. ● a vehicle subject to a lease arrangement, over a 5-year term with a 45.3% residual, with interest at a comparison interest rate of 7.0% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- the age or current capital value (or both) of the vehicle is less or more than the above figures;
- other finance arrangements apply - the vehicle is fully owned or is subject to a loan;
- more or fewer hours are worked each year; or
- the vehicle is fitted with additional features.

3. Cost based on the average price of a 2013 three axle Japanese vehicle of \$183,341 and the average price of a 2013 manufactured quad axle dog trailer of \$81,794. This price is based on a vehicle with standard features. Additional features will incur additional cost.

Because of these potential variations, great care should be taken in using the indicative figures set out in the cost model, as the costs of the individual business may vary significantly.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate Structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Vehicle Lease Costs This model is based on a vehicle with a current capital value of \$183,344 (based on typical retail value of a 5-year-old vehicle and trailer), and is based on a lease arrangement over a 5-year term with a 45.3% residual, at 7.0% interest per annum.</p>	\$31,024		<p>Finance arrangements will vary widely depending on:</p> <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. <p>Based on a vehicle with standard features. Additional features will incur additional costs.</p>
<p>Trailer Lease Costs This model is based on a Tri-axle Super Dog trailer with a capital value of \$81,794, based on a lease arrangement over a 5-year term with a 45.3% residual at 7.0% interest per annum.</p>	\$13,505		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Registration, Permits and TAC Fees</p> <p>Based on vehicle registration fee of \$12,070 and TAC charge of \$1,651.10 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).</p>	\$13,721.10		<p>These fees are current as at 1 July 2017 but may change.</p> <p>Additional licences may be payable for certain types of operations (e.g. interstate registration).</p> <p>Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.</p>
<p>Superannuation</p> <p>Self-funded, based on 9.5% of own labour assumed at \$53,341.</p>	\$5,067		
<p>Insurance Comprehensive Vehicle</p> <p>Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$5,775		<p>Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.</p>
<p>Insurance Trailer-in-Control</p> <p>Based on a 5-year-old Quad Axle Dog Trailer with a capital value of \$81,794 and an annual rate of 3.15%. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$2,576		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Insurance Personal Sickness and Accident/Income</p> <p>Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only.</p> <p>Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.</p>	\$530		<p>The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.</p>
<p>Insurance Public Liability</p> <p>Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.</p>	\$450		
<p>Insurance Workers' Compensation</p> <p>Assumed at the rate of 4.59% for the assumed labour rate of the business owner of \$53,341.</p> <p>Assumes vehicle is primarily travelling intrastate.</p>	\$2,448.89		<p>The rate is current as at 2016-2017 and is subject to change.</p> <p>The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.</p>
<p>Yard and Parking</p>	\$3,000		<p>The rate is based on \$250 per month for a truck and trailer.</p>
<p>GPS and Mapping System</p>	\$250		<p>The rate is based on a monthly rate of \$20.83.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Business Administration Costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,769		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$81,105		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$48.51		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Fuel Based on retail diesel fuel cost based on the average retail cost for Victoria across 2017 of 125 cents per litre, which is net of GST. Assumes 56.10 litres consumed per 100 km.	70 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. A fuel surcharge applied to this percentage operating cost accounts for weekly, fortnightly or monthly fluctuations in fuel costs over the term of the contract. The price of fuel at the time of quotation should therefore be used to assess the base rate fuel cost to be applied.

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Tyres Assumes cost of \$400 per tyre (26 tyres) based on vehicle specific average performance and replaced annually or after 63,800 km.	16 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, Repairs and Maintenance Based on rate of 16 cents per km.	16 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	\$1.02		

Total variable costs per driving hour	Typical variable cost per driving hour	Your total variable cost per driving hour	Variations in this cost item
Assumes 38.16 km travelled per hour.	\$38.90		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

www.citylink.com.au/using-citylink/toll-calculator

www.eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$26.59	\$34.03	\$44.66
Range of rates typically paid in Victoria ³		
\$26.59 to \$31.91	\$34.03 to \$40.84	\$44.66 to \$53.59

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010⁴ (the award) for a casual employee driver of a Truck and Quad Axle Dog Trailer – GCM 50 (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).

4. The Award rate is accurate as at 1 July 2017, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting <http://www.fwc.gov.au/> or contacting your association or union.

- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals			
Totals per driving hour	Typical Costs	Your figures	Notes
Fixed Costs	\$48.51		Assuming fixed costs spread over 1,672 hours.
Variable Costs	\$38.90		Assuming 38.16 km travelled per hour.
Labour	\$31.91		This worked example is based on a casual labour rate of \$31.91 per hour. See discussion on rates for labour in Part 3.
Return on Investment	\$5.97		This worked example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$125.28		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

5. Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Totals			
Totals per driving hour	Typical costs	Your figures	Notes
Variable Costs	\$38.90		Assuming 38.16 km travelled per hour.
Labour (overtime rates)	\$40.84 – \$53.59		This worked example is based on overtime penalty labour rates of between 150% and 200%. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$79.74 – \$92.49		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should where relevant include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the Owner Drivers and Forestry Contractors Code of Practice, available from <http://www.business.vic.gov.au/ownerdrivershirers>

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

6. Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

Rates and Costs Schedule 2017–2018

Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (less than five years old)

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Truck and Quad Axle Dog trailer GCM 50 less than five years old.² The worked example is based on certain assumptions about the business, for example, that the vehicle is in operation for 7.6 hours a day, uses a certain number of tyres and operates within the excavation sector of the building and construction industry.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

The Schedule is structured as follows:

Part 1: Fixed Costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable Costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes (greater than five years old), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 tonnes (less than five years old), Tandem – GVM up to 22.5 tonnes (less than five years old), Truck and Triaxle Super Dog Trailer GCM up to 42.5 (greater than five years old) and Tandem – GVM up to 22.5 (less than five years old) Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for Labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the Schedule provides for a four per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the 'Owner Drivers and Forestry Contractors Code of Practice'.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> • a 2017 manufactured base model vehicle and quad axle dog trailer with a current capital value of \$429,500 (being the current average retail value of a vehicle of this type.)³ • a vehicle subject to a lease arrangement, over a 5-year term with a 61.7% residual, with interest at a comparison interest rate of 7.0% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<ul style="list-style-type: none"> • The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year. • The model spreads fixed operating costs over those 1,672 hours. • In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.

The cost structure of the individual business will be significantly different if, for example:

- the age or current capital value (or both) of the vehicle is less or more than the above figures;
- other finance arrangements apply - the vehicle is fully owned or is subject to a loan;
- more or fewer hours are worked each year; or
- the vehicle is fitted with additional features.

3. Cost based on the average price of a 2017 three axle Japanese vehicle of \$297,000 and the average price of a 2017 manufactured quad axle dog trailer of \$132,500. This price is based on a vehicle with standard features. Additional features will incur additional cost.

Because of these potential variations, great care should be taken in using the indicative figures set out in the cost model, as the costs of the individual business may vary significantly.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate Structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Vehicle Lease Costs This model is based on a vehicle with a current capital value of \$296,500 (based on the typical retail value of a 2017 manufactured vehicle and trailer), and is based on a lease arrangement over a 5-year term with a 61.7% residual, at 7.0% interest per annum.</p>	\$40,554		<p>Finance arrangements will vary widely depending on:</p> <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. <p>Based on a vehicle with standard features. Additional features will incur additional costs.</p>
<p>Trailer Lease Costs This model is based on a 2017 Quad-axle Dog trailer with a capital value of \$132,500, based on a lease arrangement over a 5-year term with a 61.7% residual at 7.0% interest per annum.</p>	\$18,092		<p>Finance arrangements will vary widely depending on:</p> <p>if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or</p> <p>if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.</p> <p>Based on a trailer with standard features. Additional features will incur additional costs.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Registration, Permits and TAC Fees</p> <p>Based on vehicle registration fee of \$12,070 and TAC charge of \$1,651.10 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).</p>	\$13,721.10		<p>These fees are current as at 1 July 2017 but may change.</p> <p>Additional licences may be payable for certain types of operations (e.g. interstate registration).</p> <p>Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.</p>
<p>Superannuation</p> <p>Self-funded, based on 9.5% of own labour assumed at \$53,341.</p>	\$5,067		
<p>Insurance Comprehensive Vehicle</p> <p>Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$9,356		<p>Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.</p>
<p>Insurance Trailer-in-Control</p> <p>Based on a new Quad Axle Dog Trailer with a capital value of \$132,500 and an annual rate of 3.15%. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$4,174		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Insurance Personal Sickness and Accident/Income</p> <p>Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.</p>	\$530		<p>The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.</p>
<p>Insurance Public Liability</p> <p>Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.</p>	\$450		
<p>Insurance Workers' Compensation</p> <p>Assumed at the rate of 4.59% for the assumed labour rate of the business owner of \$53,341. Assumes vehicle is primarily travelling intrastate.</p>	\$2,448.89		<p>The rate is current as at 2016-2017 and is subject to change.</p> <p>The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.</p>
<p>Yard and Parking</p>	\$3,000		<p>The rate is based on \$250 per/month for a truck and trailer.</p>
<p>GPS and Mapping System</p>	\$250		<p>The rate is based on a monthly rate of \$20.83.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Business Administration Costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,769		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$100,401		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$60.06		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Fuel Based on retail diesel fuel cost based on the average retail cost for Victoria across 2017 of 125 cents per litre, which is net of GST. Assumes 51 litres consumed per 100 km.	64 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Tyres Assumes cost of \$400 per tyre (26 tyres) based on vehicle specific average performance and replaced annually or after 63,800km.	16 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, Repairs and Maintenance Based on rate of 11 cents per km.	11 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	91 cents		

Total variable costs per driving hour	Typical variable cost per driving hour	Your total variable cost per driving hour	Variations in this cost item
Assumes 38.16 km travelled per hour.	\$34.72		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

www.citylink.com.au/using-citylink/toll-calculator

www.eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$26.59	\$34.03	\$44.66
Range of rates typically paid in Victoria ³		
\$26.59 to \$31.91	\$34.03 to \$40.84	\$44.66 to \$53.59

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010⁴ (the award) for a casual employee driver of a Truck and Quad Axle Dog Trailer – GCM 50 (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).

4. The Award rate is accurate as at 1 July 2017, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting <http://www.fwc.gov.au/> or contacting your association or union.

- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals			
Totals per driving hour	Typical Costs	Your figures	Notes
Fixed Costs	\$60.06		Assuming fixed costs spread over 1,672 hours.
Variable Costs	\$34.72		Assuming 38.16 km travelled per hour.
Labour	\$31.91		This worked example is based on a casual labour rate of \$31.91 per hour. See discussion on rates for labour in Part 3.
Return on Investment	\$5.07		This worked example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$131.70		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

5. Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Totals			
Totals per driving hour	Typical costs	Your figures	Notes
Variable Costs	\$34.72		Assuming 38.16 km travelled per hour.
Labour (overtime rates)	\$40.84 – \$53.59		This worked example is based on overtime penalty labour rates of between 150% and 200%. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$72.93 – \$83.56		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should where relevant include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the Owner Drivers and Forestry Contractors Code of Practice, available from <http://www.business.vic.gov.au/ownerdrivershirers>

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

6. Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

Rates and Costs Schedule 2017–2018

Truck and Tri-Axle Super Dog Trailer – GCM up to 42.5 (greater than five years old)

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Truck and Tri-axle Super Dog Trailer GCM 42.5 greater than 5 years old.² The worked example is based on certain assumptions about the business, for example, that the vehicle is 5 years old, is in operation for 7.6 hours a day, uses a certain number of tyres and operates within the excavation sector of the building and construction industry.

The aim of the Schedule is to assist owner drivers to:

better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
calculate their own unique cost model.

The Schedule is structured as follows:

Part 1: Fixed Costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable Costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive) and Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM 50 (new), Truck and Quad Axle Dog Trailer – GCM 50 (used), Truck and Triaxle Super Dog – GCM 42.5 (new), Tandem – GVM 22.5 (new) and Tandem – GVM 22.5 (used). Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for Labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the Schedule provides for a five per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the 'Owner Drivers and Forestry Contractors Code of Practice'.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> ● a 2013 manufacture red base model vehicle and a tri-axel super dog trailer with a current capital value of \$241,986 (being the current average retail value of a 5-year-old vehicle)³. ● a vehicle subject to a lease arrangement, over a 5-year term with a 45.3% residual, with interest at a comparison interest rate of 7.0% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<ul style="list-style-type: none"> ● The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year. ● The model spreads fixed operating costs over those 1,672 hours. ● In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.

The cost structure of the individual business will be significantly different if, for example:

- the age or current capital value (or both) of the vehicle is less or more than the above figures;
- other finance arrangements apply – the vehicle is fully owned or is subject to a loan;
- more or fewer hours are worked each year; or
- the vehicle is fitted with additional features.

3. Cost based on the average retail price of a 2013 model three axle Japanese vehicle of \$183,34, and the average retail price of a five year old tri axle super dog trailer. This price is based on a vehicle with standard features. Additional features or modifications will incur additional costs.

Because of these potential variations, great care should be taken in using the indicative figures set out in the cost model, as the costs of the individual business may vary significantly.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate Structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Vehicle Lease Costs</p> <p>This model is based on a vehicle with a current capital value of \$183,344 (based on typical retail value of a 5-year-old vehicle), and is based on a lease arrangement over a 5-year term with a 45.3% residual, at 7.0% interest per annum.</p>	\$31,024		<p>Finance arrangements will vary widely depending on:</p> <ul style="list-style-type: none"> ● if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or ● if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. <p>Based on a vehicle with standard features. Additional features will incur additional costs.</p>
<p>Trailer Lease Costs</p> <p>This model is based on a tri-axle super dog trailer with a capital value of \$58,645, based on a lease arrangement over a 5-year term with a 45.3% residual at 7.0% interest per annum.</p>	\$9,683		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Registration, Permits and TAC Fees</p> <p>Based on vehicle registration fee of \$3,095 and TAC charge of \$1,651.10 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).</p>	\$4,746.10		<p>These fees are current as at 1 July 2017 but may change.</p> <p>Additional licences may be payable for certain types of operations (e.g. interstate registration).</p> <p>Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.</p>
<p>Superannuation</p> <p>Self-funded, based on 9.5% of own labour assumed at \$52,576.</p>	\$4,995		
<p>Insurance Comprehensive Vehicle</p> <p>Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$5,775		<p>Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.</p>
<p>Insurance Trailer-in-Control</p> <p>Based on a 5-year-old Tri-Axle Super Dog Trailer with a capital value of \$58,645 and an annual rate of 3.15%. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$1,847		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Insurance Personal Sickness and Accident/Income</p> <p>Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only.</p> <p>Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.</p>	\$530		<p>The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.</p>
<p>Insurance Public Liability</p> <p>Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.</p>	\$450		
<p>Insurance Workers' Compensation</p> <p>Assumed at the rate of 4.59% for the assumed labour rate of the business owner of \$52,576.</p> <p>Assumes vehicle is primarily travelling intrastate.</p>	\$2,413.75		<p>The rate is current as at 2016–2017 and is subject to change.</p> <p>The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.</p>
<p>Yard and Parking</p>	\$3,000		<p>The rate is based on \$250 per/month for a truck and trailer.</p>
<p>GPS and Mapping System</p>	\$250		<p>The rate is based on a monthly rate of \$20.83.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Business Administration Costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,769		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$67,458		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$40.36		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Fuel Based on retail diesel fuel cost based on the average retail cost for Victoria across 2017 of 125 cents per litre, which is net of GST. Assumes 53.90 litres consumed per 100 km.	67 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge can be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Tyres Assumes cost of \$400 per tyre (22 tyres) based on vehicle specific average performance and replaced annually or after 63,800km.	14 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, Repairs and Maintenance Based on rate of 16 cents per km.	16 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	97 cents		

Total variable costs per driving hour	Typical variable cost per driving hour	Your total variable cost per km	Variations in this cost item
Assumes 38.16 km travelled per hour.	\$37.01		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

www.citylink.com.au/using-citylink/toll-calculator

www.eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$26.20	\$33.54	\$44.02
Range of rates typically paid in Victoria ³		
\$26.20 to \$31.44	\$33.54 to \$40.25	\$44.02 – \$52.83

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010⁴ (the award) for a casual employee driver of a Truck and Tri-Axle Super Dog Trailer – GCM 42.5 (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).

4. The Award rate is accurate as at 1 July 2017, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting <http://www.fwc.gov.au/> or contacting your association or union.

- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals			
Totals per driving hour	Typical Costs	Your figures	Notes
Fixed Costs	\$40.36		Assuming fixed costs spread over 1,672 hours.
Variable Costs	\$37.01		Assuming 38.16 km travelled per hour.
Labour	\$31.44		This worked example is based on a casual labour rate of \$31.44 per hour. See discussion on rates for labour in Part 3.
Return on Investment	\$5.43		This worked example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$114.24		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

5. Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Totals			
Totals per driving hour	Typical costs	Your figures	Notes
Variable Costs	\$37.01		Assuming 38.16 km travelled per hour.
Labour (overtime rates)	\$40.25 – \$52.83		This worked example is based on overtime penalty labour rates of between 150% and 200%. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$77.26 – \$89.84		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should where relevant include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the Owner Drivers and Forestry Contractors Code of Practice, available from <http://www.business.vic.gov.au/ownerdrivershirers>

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

6. Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

Rates and Costs Schedule 2017–2018

Truck and Tri Axle Super Dog Trailer – GCM up to 42.5 tonnes (less than five years old)

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Truck and Tri Axle Super Dog GCM 42.5 less than five years old.² The worked example is based on certain assumptions about the business, for example, that the vehicle is in operation for 7.6 hours a day, uses a certain number of tyres and operates within the excavation sector of the building and construction industry.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

The Schedule is structured as follows:

Part 1: Fixed Costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable Costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM 50 (less than five years old), Truck and Quad Axle Dog Trailer – GCM 50 (greater than five years old), Truck and Tri-axle Super Dog Trailer GCM 42.5 (greater than five years old), Tandem – GVM 22.5 (up to five years old) and Tandem – GVM 22.5 (greater than five years old). Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for Labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the Schedule provides for a four per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the 'Owner Drivers and Forestry Contractors Code of Practice'.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> • a 2017 manufactured vehicle and trailer with a current capital value of \$392,000³ (being the current average retail value of a 2018 manufactured vehicle of this type). • a vehicle subject to a lease arrangement, over a 5-year term with a 61.7% residual, with interest at a comparison interest rate of 7.0% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<ul style="list-style-type: none"> • The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year. • The model spreads fixed operating costs over those 1,672 hours. • In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.

The cost structure of the individual business will be significantly different if, for example:

- the age or current capital value (or both) of the vehicle is less or more than the above figures;
- other finance arrangements apply – the vehicle is fully owned or is subject to a loan;
- more or fewer hours are worked each year; or
- The vehicle is fitted with additional features.

3. Cost based on the average price of a 2017 manufactured three axle Japanese vehicle of \$297,000 and the average price of a new tri axle super dog trailer of \$95,000. This price is based on a vehicle with standard features. Additional features will incur additional costs.

Because of these potential variations, great care should be taken in using the indicative figures set out in the cost model, as the costs of the individual business may vary significantly.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate Structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Vehicle Lease Costs This model is based on a vehicle with a current capital value of \$297,000 (based on the typical retail value of a 2017 manufactured vehicle and trailer), and is based on a lease arrangement over a 5-year term with a 61.7% residual, at 7.0% interest per annum.</p>	\$40,554		<p>Finance arrangements will vary widely depending on:</p> <ul style="list-style-type: none"> ● if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or ● if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. <p>Based on a vehicle with standard features. Additional features will incur additional costs.</p>
<p>Trailer Lease Costs This model is based on a Tri-Axle super dog trailer with a capital value of \$95,000, based on a lease arrangement over a 5-year term with a 61.7% residual at 7.0% interest per annum.</p>	\$12,972		<p>Finance arrangements will vary widely depending on:</p> <ul style="list-style-type: none"> ● if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or ● if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Registration, Permits and TAC Fees</p> <p>Based on vehicle registration fee of \$3,095 and TAC charge of \$1,651.10 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).</p>	\$4,746.10		<p>These fees are current as at 1 July 2017 but may change.</p> <p>Additional licences may be payable for certain types of operations (e.g. interstate registration).</p> <p>Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.</p>
<p>Superannuation</p> <p>Self-funded, based on 9.5% of own labour assumed at \$52,576.</p>	\$4,995		
<p>Insurance Comprehensive Vehicle</p> <p>Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$9,356		<p>Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.</p>
<p>Insurance Trailer-in-Control</p> <p>Based on a new Tri-Axle Super Dog Trailer with a capital value of \$95,000 and a rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.</p>	\$2,993		<p>Insurance costs may vary depending upon the value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Insurance Personal Sickness and Accident/Income</p> <p>Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only.</p> <p>Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.</p>	\$530		<p>The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.</p>
<p>Insurance Public Liability</p> <p>Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.</p>	\$450		
<p>Insurance Workers' Compensation</p> <p>Assumed at the rate of 4.599% for the assumed labour rate of the business owner of \$52,576.</p> <p>Assumes vehicle is primarily travelling intrastate.</p>	\$2,413.75		<p>The rate is current as at 2016–2017 and is subject to change.</p> <p>The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.</p>
<p>Yard and Parking</p>	\$3,000		<p>The rate is based on \$250 per month for a truck and trailer.</p>
<p>GPS and Mapping System</p>	\$250		<p>The rate is based on a monthly rate of \$20.83.</p>

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
<p>Business Administration Costs</p> <p>Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.</p>	\$2,769		<p>Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts.</p> <p>Mobile phone charges will vary significantly depending on level of use.</p> <p>Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.</p>
Total annual fixed costs	\$85,002		
<p>Total hourly fixed costs</p> <p>Assuming 1,672 vehicle operation hours.</p>	\$50.85		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs are exclusive of GST

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
<p>Fuel</p> <p>Based on retail diesel fuel cost based on the average retail cost for Victoria across 2017 of 125 cents per litre, which is net of GST. Assumes 49 litres consumed per 100 km.</p>	61 cents		<p>Fuel is the single biggest variable cost and will significantly affect your business.</p> <p>Fuel costs will also vary depending on the age, features and condition of the vehicle.</p> <p>The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied.</p> <p>In addition to the base rate, a fuel surcharge can be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.</p>

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Tyres Assumes cost of \$400 per tyre (22 tyres) based on vehicle specific average performance and replaced annually or after 63,800 km.	14 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, Repairs and Maintenance Based on rate of 11 cents per km.	11 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	86 cents		

Total variable costs per driving hour	Typical variable cost per driving hour	Your total variable cost per driving hour	Variations in this cost item
Assumes 38.16 km travelled per hour.	\$32.81		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

www.citylink.com.au/using-citylink/toll-calculator

www.eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$26.20	\$33.54	\$44.02
Range of rates typically paid in Victoria ³		
\$26.20 to \$31.44	\$33.54 to \$40.25	\$44.02 to \$52.82

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010⁴ (the award) for a casual employee driver of a Truck and Tri-Axle Super Dog Trailer – GCM 42.5 (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).

4. The Award rate is accurate as at 1 July 2017, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting <http://www.fwc.gov.au/> or contacting your association or union.

- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals			
Totals per driving hour	Fixed Costs	Your figures	Notes
Fixed Costs	\$50.85		Assuming fixed costs spread over 1,672 hours.
Variable Costs	\$32.81		Assuming 38.16 km travelled per hour.
Labour	\$31.44		This worked example is based on a casual labour rate of \$26.20 per hour. See discussion on rates for labour in Part 3.
Return on Investment	\$4.60		This worked example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$119.66		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

5. Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Totals			
Totals per driving hour	Typical costs	Your figures	Notes
Variable Costs	\$32.81		Assuming 38.16 km travelled per hour.
Labour (overtime rates)	\$40.25 – \$52.82		This worked example is based on overtime penalty labour rates of between 150% and 200%. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$73.06 – \$85.63		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should where relevant include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the Owner Drivers and Forestry Contractors Code of Practice, available from <http://www.business.vic.gov.au/ownerdrivershirers>

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

6. Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6 pm, Monday through Friday.

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR
IMPORTATION INTO VICTORIA OF MATERIALS WHICH
ARE HOSTS OF CITRUS RED MITE**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic pest citrus red mite exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of citrus red mite.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of citrus red mite made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G19 on 11 May 2017 at pages 855–856 is revoked.

5 Definitions

In this Order –

‘**citrus red mite**’ means the exotic pest *Panonychus citri* (McGregor).

‘**host material**’ means any plant or plant product, excluding fruit, of *Poncirus trifoliata*, hybrids of *Poncirus* species, or species of *Fortunella* or *Citrus*.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) was grown and packed on, sourced from, or last used on a property that is located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture in the State or Territory where the host material was grown, sourced or last used, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free of citrus red mite; or
 - (ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been treated in a manner described in the Schedule to this Order; or
 - (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Verification of Consignments

Host material imported into Victoria which is required by clause 6(b)(ii) to be accompanied by a certificate or declaration, must be –

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

8 Expiry

This Order remains in force for a period of 12 months after the date of making.

Schedule

Host material must –

- (1) be grown on a property inspected by an officer of the department responsible for agriculture in the State or Territory where the host material is grown, and found free from citrus red mite; or
- (2) in the case of bare-rooted or potted plants, be treated within the previous 12 months with a drenching spray using mixture containing 25 mL of 18 g/L of Abamectin per 100 L water; and
 - (a) 30 mL of 500 g/L of Clofentezine per 100 L water; or
 - (b) 5 mL of 200 g/L of Amitraz per 100 L water; or
- (3) in the case of budwood, be treated within the previous 12 months by dipping for at least 2 minutes in mixture containing 25 mL of 18 g/L of Abamectin per 100 L water; and
 - (a) 30 mL of 500 g/L of Clofentezine per 100 L water; or
 - (b) 5 mL of 200 g/L of Amitraz per 100 L water.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 3 May 2018

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF MEDITERRANEAN FRUIT FLY**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic pest Mediterranean fruit fly exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of Mediterranean fruit fly.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of Mediterranean fruit fly made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G19 on 11 May 2017 at pages 859–862 is revoked.

5 Definitions

In this Order –

‘**Mediterranean fruit fly**’ means the exotic pest, *Ceratitidis capitata* (Wiedemann).

‘**host material**’ means any host plant, and any used package which has contained any host plant.

‘**host plant**’ means any plant listed in Schedule 1, and the fruit or vegetable of such plants.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) was grown and packed on, sourced from, or last used on a property that is located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture in the State or Territory where the host material was grown, sourced or last used, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free of Mediterranean fruit fly; or
 - (ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been treated in a manner described in Schedule 2 to this Order; or
 - (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Verification of Consignments

Host material imported into Victoria which is required by clause 6(b)(ii) to be accompanied by a certificate or declaration, must be –

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

8 Expiry

This Order remains in force for a period of 12 months after the date of making.

Schedule 1

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

Schedule 2

Host material must –

- (1) in the case of field grown tomatoes, be treated using a program of cover sprays, with a trichlorfon mixture –
 - (a) in a high volume application containing 250 ml of a 500 g/L product per 100 L of spray mixture in the first application to a block; and
 - (b) in a high volume application containing 125 ml of a 500 g/L product per 100 L of spray mixture in all subsequent spray applications; and

- (c) post-harvest inspected and found free of Mediterranean fruit fly, where one package in every 50 packages or part thereof; or 600 units are inspected, or
note: treatment must be applied thoroughly to the fruit to the point of run-off, commencing a minimum of three (3) weeks prior to harvest, with further applications at intervals of not more than ten (10) days.
- (2) in the case of any host plant, excepting for coffee berries and goji berries, be cold treated, at a temperature of –
- (a) $0.0^{\circ}\text{C} \pm 0.5^{\circ}\text{C}$ for at least 14 days; or
 - (b) $1.0^{\circ}\text{C} \pm 0.5^{\circ}\text{C}$ for at least 16 days, or in the case lemons, 14 days; or
 - (c) $2.0^{\circ}\text{C} \pm 0.5^{\circ}\text{C}$ for at least 18 days, or in the case of lemons, 16 days; or
 - (d) $3.0^{\circ}\text{C} \pm 0.5^{\circ}\text{C}$ for at least 20 days, or in the case of lemons, 18 days; or
- (3) in the case of any host plant, excepting for coffee berries and goji berries, be fumigated with methyl bromide at fruit core temperatures of –
- $10^{\circ}\text{C} - 10.9^{\circ}\text{C}$ @ 56 g/m^3 for 2 hours; or
 - $11^{\circ}\text{C} - 15.9^{\circ}\text{C}$ @ 48 g/m^3 for 2 hours; or
 - $16^{\circ}\text{C} - 20.9^{\circ}\text{C}$ @ 40 g/m^3 for 2 hours; or
 - $21^{\circ}\text{C} - 31.9^{\circ}\text{C}$ @ 32 g/m^3 for 2 hours; or
- (4) in the case of bananas, be harvested and packed in a mature green condition, where ‘mature green’ means –
- (a) the flesh is hard and not flexible; and
 - (b) the skin is green and shows no yellow colouration except for areas towards the flower end of a fruit where the sun has bleached the skin but the flesh beneath is still hard; and
 - (c) the skin has no pre-harvest cracks, splits, punctures or other breaks that penetrate through to the flesh; or
- (5) in the case of tomatoes, be harvested and packed in a mature green condition, where ‘mature green’ means the fruit has no more than a two centimetre diameter area of pink to red colour at the styler end at the time of colour sorting after harvest; or
- (6) in the case of avocados (Fuerte, Hass, Lamb Hass, Reed and Sharwil varieties only), be –
- (a) harvested in hard condition, where ‘hard condition’ means the flesh is not soft, or softening, and the skin is not cracked or broken; and
 - (b) stored in secure conditions within 48 hours of harvest, where ‘secure conditions’ include:
 - (i) unvented packages; or
 - (ii) vented packages with the vents secured with gauze/mesh with a maximum aperture of 1.6 mm; or
 - (iii) fully enclosed under tarpaulins, hessian, shade cloth, mesh or other covering which provides a maximum aperture of 1.6 mm; or
 - (iv) shrink-wrapped and sealed as palletised units; or
 - (v) fully enclosed or screened buildings, cold rooms, vehicles or other facilities free from gaps or other entry points greater than 1.6 mm; or
- (7) in the case of diagnostic samples, be disinfested by –
- (a) autoclaving at –
 - (i) 121°C and 103 kPa for 15 minutes; or
 - (ii) 134°C and 103 kPa for 4 minutes; or

- (b) freezing at -18°C for 24 hours; or
 - (c) freezing and transfer under liquid nitrogen at -196°C; or
 - (d) freeze drying; or
 - (e) oven drying at 45°C for 2 hours.
- (8) in the case of fruits of plants approved under the Food Standards Australia and New Zealand (FSANZ) Food Safety Code 1.5.3; be post-harvest irradiated, with a minimum dose of 150 Gy; or
- (9) in the case of used packages, be brushed or washed so as to remove all visible organic matter.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 3 May 2018

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF ANNUAL RYEGRASS TOXICITY**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease annual ryegrass toxicity exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of annual ryegrass toxicity.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of annual ryegrass toxicity made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G19 on 11 May 2017 at pages 864–865 is revoked.

5 Definitions

In this Order –

‘**annual ryegrass toxicity**’ means the disease of livestock caused by eating annual ryegrass plant material infected jointly with the nematode (*Anguina funesta*) and the bacterium (*Rathayibacter toxicus*).

‘**host material**’ means any plant or plant product on or in which annual ryegrass seeds may be present, including cereal grain, lucerne hay (except second or subsequent cut for the season), pasture hay, stockfeed or plant waste and used agricultural equipment and used packaging associated with any annual ryegrass toxicity host plants or plant products.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) was grown and packed on, sourced from, or last used on a property that is located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture in the State or Territory where the host material was grown, sourced or last used, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free of annual ryegrass toxicity; or
 - (ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been treated in a manner described in the Schedule to this Order; or
 - (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Verification of Consignments

Where requested by an inspector, host material imported into Victoria which is required by clause 6(b)(ii) to be accompanied by a certificate or declaration must be –

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

8 Expiry

This Order remains in force for a period of 12 months after the date of making.

Schedule

- (1) Cereal grain must be –
 - (a) sampled at the rate of –
 - (i) 100 g from every tenth bag, up to a maximum of 400 bags; or
 - (ii) in the case of bulk loads, 100 g from 4 sample points per 25 t, up to a maximum of 500 t; and
 - (b) analysed for the presence of annual ryegrass seeds; and
 - (i) no annual ryegrass seeds are detected; or
 - (ii) where annual ryegrass seeds are detected, the seeds are examined for the presence of galls, and
 - (A) in the case of seed for processing, less than one gall per kilogram of sample is detected; and
 - (B) in the case of seed for planting, no galls detected.
- (2) Hay must be –
 - (a) sampled at the rate of 80–100 g per each 10 bales, up to a maximum of 400 bales; and
 - (b) analysed for the presence of annual ryegrass seeds; and
 - (i) no annual ryegrass seeds are detected; or
 - (ii) where annual ryegrass seeds are detected, the seeds are examined for the presence of galls, and less than one gall per kilogram of sample is detected.
- (3) Agricultural equipment must be –
 - (a) cleaned by –
 - (i) brushing; or
 - (ii) high pressure hot water; or
 - (iii) steam; and
 - (b) inspected and found free of soil and organic matter.
- (4) Used packaging must be disinfected by dipping or spray rinsing for one minute with –
 - (a) a solution of phenolic disinfectant (e.g. Biogram or Phensol) followed by rinsing with water; or
 - (b) a solution of at least 50 ppm available chlorine, where the pH is maintained between 6.5 and 7.0.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 3 May 2018

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010
ORDER PROHIBITING OR RESTRICTING THE ENTRY OR
IMPORTATION INTO VICTORIA OF MATERIALS WHICH
ARE HOSTS OF CITRUS TRISTEZA VIRUS

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease citrus tristeza virus exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of citrus tristeza virus.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of citrus tristeza virus made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G19 on 11 May 2017 at page 854 is revoked.

5 Definitions

In this Order –

‘**citrus tristeza virus**’ means the stem pitting strain of the exotic disease citrus tristeza virus; ‘**host material**’ means any plant or plant product of the genus *Citrus* and the genus *Fortunella*, excluding fruit and kaffir lime leaves for human consumption.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) was grown and packed on, sourced from, or last used on a property that is located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture in the State or Territory where the host material was grown, sourced or last used, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free of citrus tristeza virus; or
 - (ii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Expiry

This Order remains in force for a period of 12 months after the date of making.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 3 May 2018

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010
ORDER PROHIBITING OR RESTRICTING THE ENTRY OR
IMPORTATION INTO VICTORIA OF MATERIALS WHICH
ARE HOSTS OF ONION SMUT

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease onion smut exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of onion smut.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled 'Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of onion smut' made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G19 on 11 May 2017 at page 863 is revoked.

5 Definitions

In this Order –

'**onion smut**' means the exotic disease caused by the fungus *Urocystis cepulae* (Frost).

'**host material**' means any plant of the genus *Allium*, excluding plants in tissue culture, and plant products of the genus *Allium*, including bulbs and seeds.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

(a) The entry or importation into Victoria of any host material is prohibited.

(b) Sub-clause (a) does not apply if the host material –

(i) was grown and packed on, sourced from or last used on a property that is located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture in the State or Territory where the host material was grown, sourced or last used, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free of onion smut; or

(ii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Expiry

This Order remains in force for a period of 12 months after the date of making.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 3 May 2018

ROSA CRNOV
Chief Plant Health Officer

Public Holidays Act 1993

I, Philip Dalidakis, Minister for Small Business, under section 8 of the **Public Holidays Act 1993**, declare –

- Tuesday 6 November 2018 is not a public holiday for all areas in the Mildura Rural City Municipality west of and including the township of Boinka and south of the Murray Sunset National Park.
- Wednesday 3 October 2018 is appointed a full day public holiday in the Mildura Rural City Municipality west of and including the township of Boinka and south of the Murray Sunset National Park.

Dated 3 May 2018

HON. PHILIP DALIDAKIS MP
Minister for Small Business

Swinburne University of Technology Act 2010

Governance and Administration Statute 2012

SWINBURNE UNIVERSITY OF TECHNOLOGY

Notice of Promulgation

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

- The Claire Sorati Scholarship Foundation Regulations 2018.

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

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

EMMA LINCOLN
University Secretary
Swinburne University of Technology

Water Act 1989

EXTENSION OF MANSFIELD WATER DISTRICT DECLARATION 2018

I, Andrew Cooney, Executive Director, Department of Environment, Land, Water and Planning as the delegate of the Minister administering the **Water Act 1989**, make the following Declaration:

1. Citation

This Declaration is called the Extension of the Mansfield Water District Declaration 2018.

2. Authorising Provision

This Declaration is made under section 122T of the **Water Act 1989**.

3. Commencement

This Declaration of the extension of the district will take effect from the date it is published in the Victoria Government Gazette.

4. Preliminary

Goulburn Valley Region Water Corporation submitted the proposal for the extension of the Mansfield Water District to the Minister in April 2018. The proposal for this was approved by the Minister for Water under section 122S of the **Water Act 1989**.

5. Area of Extended Water District

The Mansfield Water District is extended to include the area delineated by a red border as indicated on the Goulburn Valley Region Water Corporation's Plan Numbers FOL/3536/1W and FOL/3536/2W. Copies of these plans may be inspected at the office of the Goulburn Valley Region Water Corporation, located at 104–110 Fryers Street, Shepparton, Victoria 3630.

Dated 2 May 2018

ANDREW COONEY
Executive Director
Department of Environment, Land, Water and Planning
(as delegate of the Minister)

Water Act 1989**EXTENSION OF MANSFIELD SEWERAGE DISTRICT DECLARATION 2018**

I, Andrew Cooney, Executive Director, Department of Environment, Land, Water and Planning, as the delegate of the Minister administering the **Water Act 1989**, make the following Declaration:

1. Citation

This Declaration is called the Extension of the Mansfield Sewerage District Declaration 2018.

2. Authorising Provision

This Declaration is made under section 122T of the **Water Act 1989**.

3. Commencement

This Declaration of the extension of the district will take effect from the date it is published in the Victoria Government Gazette.

4. Preliminary

Goulburn Valley Region Water Corporation submitted the proposal for the extension of the Mansfield Sewerage District to the Minister in April 2018. This proposal was approved by the Minister for Water under section 122S of the **Water Act 1989** as dated below.

5. Area of Extended Sewerage District

The Mansfield Sewerage District is extended by a red border as indicated on the Goulburn Valley Region Water Corporation's Plan Numbers FOL/3536/1S and FOL/3536/2S. Copies of these plans may be inspected at the office of the Goulburn Valley Region Water Corporation, located at 104–110 Fryers Street, Shepparton, Victoria 3630.

Dated 2 May 2018

ANDREW COONEY
Executive Director
Department of Environment, Land, Water and Planning
(as delegate of the Minister)

**Water Act 1989**

NOTICE OF PROPOSED BY-LAW

Section 287ZE

In accordance with section 287ZE of the **Water Act 1989**, Melbourne Water Corporation gives notice of a proposed by-law titled 'By-law No. 1: Water Supply Protection 2018'.

The purpose and the general purport of the by-law is to:

- (a) control access to certain land, water and works under the management and control of Melbourne Water Corporation for the purposes of protecting the water catchment or water supply system; and
- (b) prevent pollution of or damage to certain land, water or works forming part of Melbourne Water Corporation's water catchment or water supply system; and
- (c) provide for the care, protection and management of land, water and works owned by, vested in, or under the control or management of Melbourne Water Corporation for the purpose of discharging its water supply functions under the **Water Act 1989**; and
- (d) provide for the publication of notices setting out the land, areas and works that are subject to access or activity prohibitions provided for in the by-law.

This by-law will replace the by-law known as 'By-law No. 1: Water Supply Protection' as extended by '(By-law No. 1: Water Supply Protection) Extension By-law 2018'.

A copy of the proposed by-law may be inspected, free of charge, at Melbourne Water Corporation's offices at 990 La Trobe Street, Docklands, Victoria during ordinary business hours, 9.00 am to 5.00 pm on weekdays. The proposed by-law may also be inspected via Melbourne Water Corporation's website at www.melbournewater.com.au

The public are invited to make submissions in relation to the proposed by-law by no later than 4.00 pm 11 June 2018. All submissions must be in writing and can be addressed to: By-law Submissions, Melbourne Water, PO Box 4342, Melbourne, Victoria 3001; or email: BylawSubmissions@melbournewater.com.au

CHARMAINE QUICK
Executive General Manager, Service Delivery
Melbourne Water Corporation

Water Act 1989

PERMISSIBLE CONSUMPTIVE VOLUME
(STRATFORD AND WANDIN YALLOCK GROUNDWATER MANAGEMENT AREAS)
AMENDMENT ORDER 2018

I, Lisa Neville MP, Minister for Water, as Minister administering the **Water Act 1989** make the following Order:

1. Citation

This Order is called the Permissible Consumptive Volume (Stratford and Wandin Yallock Groundwater Management Areas) Amendment Order 2018 (this Order).

2. Authorising provision

This Order is made under section 22A of the **Water Act 1989** and section 27 of the **Interpretation of Legislation Act 1984**.

3. Commencement

This Order comes into operation on the date it is published in the Victoria Government Gazette.

4. Purpose

The purpose of this Order is to change name of the Wandin Yallock Water Supply Protection Area and to amend the permissible consumptive volumes for the Stratford and Wandin Yallock groundwater management areas.

5. Amendments to the Permissible Consumptive Volume Groundwater Order 2011

I make the following amendments to the Table in the Permissible Consumptive Volume Groundwater Order 2011 published in the Victoria Government Gazette G28 on 14 July 2011:

(a) for

“Stratford Groundwater Management Area	LEGL./04-158	Zone 1 – All formations below 250 metres from the surface; and Zone 2 – All formations below 350 metres from the surface	Collectively 27,645
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substitute –

“Stratford Groundwater Management Area	LEGL./04-158	Zone 1 – All formations below 250 metres from the surface; and Zone 2 – All formations below 350 metres from the surface	Collectively 27,686
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and

(b) for

“Wandin Yallock Water Supply Protection Area	LEGL./03-133	All formations below the surface	3,008
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substitute –

“Wandin Yallock Groundwater Management Area	LEGL./03-133	All formations below the surface	3,027
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Dated 1 May 2018

HON. LISA NEVILLE MP
Minister for Water

ORDERS IN COUNCIL

Forests Act 1958

RESERVED FOREST DECLARED TO BE A FOREST PARK

Order in Council

The Governor in Council under section 50(1) of the **Forests Act 1958** sets aside and declares to be a forest park, the following portions of reserved forest: –

BINGINWARRI – being Crown Allotment 2024, Parish of Binginwarri [area 175.6 hectares], as shown on Original Plan No. OP122866 lodged in the Central Plan Office [SPI 2024\PP2149].

GUNYAH GUNYAH – being Crown Allotment 2021, Parish of Gunyah Gunyah [area 473.2 hectares], as shown on Original Plan No. OP122871 lodged in the Central Plan Office [SPI 2021\PP2736];

Crown Allotments 2018 [area 72.82 hectares] and 2019 [area 61.28 hectares], Parish of Gunyah Gunyah as shown on Original Plan No. OP122872 lodged in the Central Plan Office [SPI 2018\PP2736 & 2019\PP2736].

MIRBOO SOUTH – being Crown Allotment 2013, Parish of Mirboo South [area 96.59 hectares], as shown on Original Plan No. OP122873 lodged in the Central Plan Office [SPI 2013\PP3120].

WONYIP – being Crown Allotment 2015, Parish of Wonyip [area 14.12 hectares], as shown on Original Plan No. OP122875 lodged in the Central Plan Office [SPI 2015\PP3870];

Crown Allotment 2003, Parish of Wonyip [area 35.06 hectares], as shown on Original Plan No. OP122877 lodged in the Central Plan Office [SPI 2003\PP3870];

Crown Allotments 2007 [area 27.25 hectares], 2008 [area 11.06 hectares] and 2010 [area 6.53 hectares], Parish of Wonyip as shown on Original Plan No. OP122879 lodged in the Central Plan Office [SPI 2007\PP3870, 2008\PP3870 & 2010\PP3870] and

Crown Allotment 68E, Parish of Wonyip [area 346.5 hectares], as shown on Original Plan No. OP117845 lodged in the Central Plan Office [SPI 68E\PP3870].

WOORARRA – being Crown Allotment 2010, Parish of Woorarra [area 328.6 hectares], as shown on Original Plan No. OP122885 lodged in the Central Plan Office [SPI 2010\PP3885].

(File 15L10.7670)

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

Dated 8 May 2018

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

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

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

48. *Statutory Rule:* Estate Agents
(General, Accounts
and Audit)
Regulations 2018
- Authorising Act:* Estate Agents
Act 1980
- Date first obtainable:* 9 May 2018
- Code D*
49. *Statutory Rule:* Estate Agents
(Professional
Conduct)
Regulations 2018
- Authorising Act:* Estate Agents
Act 1980
- Date first obtainable:* 9 May 2018
- Code B*
50. *Statutory Rule:* Wildlife (State
Game Reserves)
Amendment
Regulations 2018
- Authorising Act:* Wildlife Act 1975
- Date first obtainable:* 9 May 2018
- Code A*
-

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