



# Victoria Government Gazette

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**GENERAL**

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**Advertisers Please Note**

As from 1 August 2019

The last Special Gazette was No. 309 dated 31 July 2019.

The last Periodical Gazette was No. 1 dated 29 May 2019.

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between 8.30 am and 5.30 pm Monday to Friday
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## PRIVATE ADVERTISEMENTS

### ANGLICAN CHURCH OF AUSTRALIA

#### Alteration of the Constitution

Notice is hereby given under section 67(2) of the Constitution of the Anglican Church of Australia that whereas on 5 September 2017 the General Synod of the Anglican Church of Australia duly made Canon No. 6 of 2017 being the Constitution (Jurisdiction of Special Tribunal) Amendment Canon 2017 to alter the Constitution of the Anglican Church of Australia by extending the jurisdiction of the Special Tribunal to former members of the House of Bishops and bishops assistant to the Primate in section 56(6) therein, and whereas on 25 July 2019 the President of the General Synod, the Most Rev'd Dr Philip Freier, Archbishop of Melbourne and Metropolitan of the Province of Victoria, determined that there is no condition remaining to which the coming of the Canon into effect is subject, the said President determined that the said Canon shall come into effect on 1 November 2019.

Dated 26 July 2019

ANNE HYWOOD  
General Secretary  
General Synod  
Anglican Church of Australia

#### Land Act 1958

Notice is hereby given that Quentin and Jenny Young have applied to lease, pursuant to section 137 of the **Land Act 1958**, for a term of twenty-one (21) years, Crown land being part of Allotments 2101, 2103, 2105 and 2106 in the Parish of Lorne containing 1065 square metres (more or less) as a site for a 'curtilage to a dwelling'.

#### DISSOLUTION OF PARTNERSHIP

Notice is given that the partnership formerly subsisting between Jillianne Leigh Cook, Sean Iain Docking and Ebonie Kendra Rio was dissolved by mutual consent on 22 July 2019. The partnership previously carried on business under the name Ridoco at various locations including overseas and at 31–33 Aughtie Drive, Albert Park 3206.

Re: PATRICIA AIMEE LEES, late of 9–17 Broughton Road, Surrey Hills, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 April 2019, are required by the trustees, Allan Douglas Lees and Terry Clarke Lees, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they have notice.

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

Estate of JOHN BERCHMANS DALY, late of 2 Henry Street, Kew, Victoria, pharmacist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 April 2019, are required by the personal representative, care of the undermentioned lawyers, to send particulars to him by 1 October 2019, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

ARNOLD BLOCH LEIBLER,  
lawyers and advisors,  
Level 21, 333 Collins Street, Melbourne 3000.  
probate@abl.com.au

ANNA KOSTAS, late of 34 Hurlstone Crescent, Mill Park, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 March 2019, are required by the executor, Chris Kostas, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 30 September 2019, after which date the executor may convey or distribute the assets, having regards only to claims to which he has notice.

Dated 25 July 2019

ARTHUR J. DINES & CO., solicitors,  
2 Enterprise Drive, Bundoora 3083.

PETER SOKLEV, late of 42 Redleap Avenue, Mill Park, in the State of Victoria, warehouse storeman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 March 2019, are required by the executrix, Helen Soklev, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to her by 30 September 2019, after which date the executrix may convey or distribute the assets, having regards only to claims to which she has notice.

Dated 24 July 2019

ARTHUR J. DINES & CO., solicitors,  
2 Enterprise Drive, Bundoora 3083.

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AGAPI TOLEFSKY, also known as Linda Tolefsky, late of 4 Kalara Close, Lalor, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 November 2018, are required by the executrix, Jennifer Koulousianis, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to her by 30 September 2019, after which date the executrix may convey or distribute the assets, having regards only to claims to which she has notice.

Dated 25 July 2019

ARTHUR J. DINES & CO., solicitors,  
2 Enterprise Drive, Bundoora 3083.

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Re: Estate of the late ANTHONY SPITERI, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ANTHONY SPITERI, deceased, late of Rosary Home Aged Care, 138–150 Odessa Avenue, Keilor Downs 3038, in the State of Victoria, who died on 1 February 2019, are to send particulars of their claims to the executrix, care of the undermentioned solicitors, by 28 August 2019, after which the executrix will distribute the assets, having regard only to the claims of which she then has notice.

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

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Re: RODERICK McSWAIN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 March 2018, are required by the trustee, Marjorie Jean McSwain, to send particulars to her, care of the undermentioned solicitors, within two months from the date of this publication, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BASILE PINO & CO., solicitors,  
213 Campbell Street, Swan Hill 3585.

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ELIZABETH GLADYS BISHOP, late of 8 Robinsons Road, Frankston South, home duties.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 6 May 2019, are required by the administrator, Carlo George Iovenitti, to send particulars of such claims to him, care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date he will distribute the assets, having regard only to the claims of which he has notice.

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

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Re: The estate of VERA ATKIN, late of Bapcare Hedley Sutton, 19 Canterbury Road, Camberwell, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 February 2019, are required by the executors, Christopher David Atkin and Paul Howard Atkin, to send particulars to them, care of the undersigned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

BEAUMARIS LAW, legal practitioners,  
6/1 North Concourse, Beaumaris 3193.

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HENRY WILLIAM BROWN, late of 15 Emerald–Monbulk Road, Emerald, Victoria.

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

who died on 7 September 2018, are required by the executors, James Ng and Joseph Stephen Falcone, care of 323A Main Street, Emerald, Victoria 3782, to send particulars to them by 30 September 2019, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice. Probate was granted on 31 January 2019.

FALCONE & ADAMS, solicitors,  
323A Main Street, Emerald 3782.

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Re: HELEN LEIGHTON HERIOT, late of 107 Andersons Creek Road, Doncaster East, Victoria 3109, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 February 2019, are required by the trustees, Ian Robert Heriot and Jennifer Margaret Zappala, to send particulars to them, care of the undersigned solicitors, by 26 September 2019, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

FISCHER McCRAE LAWYERS,  
Level 3, 389 Lonsdale Street, Melbourne,  
Victoria 3000.

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Re: Estate of MARJORIE JUDITH HOLDER.

Creditors, next-of-kin and others having claims against the estate of MARJORIE JUDITH HOLDER, late of 101 Punt Road, Windsor, Victoria, retired, deceased, who died on 13 October 2015, are requested to send particulars of their claims to the executor, care of the undermentioned lawyers, by 1 October 2019, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

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

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Re: FRANK GEORGE BISHOP, late of 1 St Johns Lane, Mount Eliza, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 1 March 2018, are required by the trustee, Jennifer Ruth Breese, to send particulars of their claims, care of the undermentioned solicitors, by 1 October 2019,

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

KATHY WILSON LEGAL,  
113 Whitehorse Road, Deepdene, Victoria 3103.

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Re: VIVIENNE ELIZABETH DERWENT, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 October 2018, are required by the trustees, John Greaves (also known as Phillip John Greaves), general manager, and Lorraine Jones, solicitor, both care of 900 Main Road, Eltham, Victoria, to send particulars to the trustees by 1 October 2019, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

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Re: MICHELLE URSULA RIMMER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 January 2019, are required by the trustee, James Mark Rimmer, to send particulars to his solicitors at the address below by 1 October 2019, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MST LAWYERS,  
315 Ferntree Gully Road, Mount Waverley 3149.

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ALLAN REGINALD RICHARDSON, late of 9 Wickham Court, Warrnambool, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 December 2018, are required by the executor, Keith Reginald Toohey, care of the undermentioned solicitors, to send particulars of their claim to him by 1 October 2019, after which date the executor may convey or distribute the assets, having regard only to the claims of which he has notice.

Dated 1 August 2019

MADDENS LAWYERS,  
219 Koroit Street, PO Box 320, Warrnambool,  
Victoria 3280.

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HARRY ERNEST DAWSON, formerly of 16 Aintree Road, Glen Iris, Victoria but late of 9–15 Kent Street, Glen Iris, Victoria, schools inspector, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 19 January 2019, are required by the executors, Felicity Brenda Dawson (in the Will referred to as Felicity Brenda Rankin) and Peter David Dawson, to send particulars to the executors, care of Marsh & Maher Richmond Bennison, lawyers, of Level 2, 100 Wellington Parade, East Melbourne, by 1 October 2019, after which date the executors intend to convey or distribute the assets of the estate, having regard only to the claims of which the executors may have notice.

MARSH & MAHER RICHMOND  
BENNISON, lawyers,  
Level 2, 100 Wellington Parade, East Melbourne,  
Victoria 3002.

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NANCY MARGARET HICKS, late of 72 Saxon Street, Numurkah 3636, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 June 2018, are required by the executor, Geoffrey Daniel Hicks, with leave being reserved to Steven Mervyn Hicks, the other executor appointed in the Will, to send particulars to him, care of the undermentioned solicitors, by the date not later than 60 days from the date of publication hereof, after which date the executors may convey or distribute the assets, having regard only of the claims of which they then have notice.

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

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Re: PANAGIOTA ZAHARIAS, in the Will called Panayiota Zaharias, late of 35 Cameron Avenue, Oakleigh South, Victoria 3167.

Creditors, next-of-kin, and others having claims in respect of the estate of the deceased, who died on 13 April 2019, are required by the executor, George Zaharias, to send particulars of such claims to them, at the undermentioned address by 1 October 2019, after which date

they may convey or distribute the assets, having regard only to the claims of which they then have notice.

George Zaharias, care of  
MAURICE BLACKBURN LAWYERS, Level  
21, 380 La Trobe Street, Melbourne 3000.  
Tel: (03) 9605 2700, Ref: AEJ/5462466.

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Creditors, next-of-kin or others having claims in respect of the estate of GUOWEI CUI, deceased, who died on 21 June 2019, are to send particulars of their claims to the executors, care of the undermentioned solicitors, by 1 October 2019, after which date the executors will distribute the assets, having regard only to the claims of which the executors then have notice.

RIGBY COOKE LAWYERS,  
Level 11, 360 Elizabeth Street, Melbourne,  
Victoria 3000.

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NOLA JANETTE BYRNE, late of 25 Woodside Crescent, Toorak, Victoria, fashion agent, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 November 2018, are required by the executors, Guy Timothy Kelleher and Jennifer Victoria Byrne, to send particulars of their claims to them, care of the undersigned solicitors, by 4 October 2019, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

TONY KELLY LAWYER &  
ESTATE PLANNER,  
Suite 1, Level 1, 443 Little Collins Street,  
Melbourne, Victoria 3000.

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Re: KAY ALICIA CHALK, late of Regis Cranbourne, 18 Sherwood Road, Junction Village, Victoria 3977, retired stenographer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 June 2019, are required by the executor, Kimpton John Harris, to send particulars to him, care of the undermentioned solicitors, by 4 October 2019, after which date

the executor may convey and distribute the assets, having regard only to the claims of which he then has notice.

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

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Re: FRANCIS WILLIAM CAREW,  
late of Apartment 3304, 368 St Kilda Road,  
Melbourne 3000.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 21 January 2019, are required by the executors, Sheila Mary Carew, Sarah Carew and Bart Carew, to send particulars of their claim to them, care of the undermentioned solicitors, by 10 October 2019, after which date the said executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

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NOTICE TO CREDITORS UNDER  
**TRUSTEE ACT 1958**  
(SECTION 33 NOTICE)

Notice to Claimants

OLIVE PHOEBE HELMOT, late of The Manor, Baxter Village, 8 Robinson Road, Frankston South, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 April 2019, are required by Neil Edwin Moseley, the executor of the Will of the deceased, to send particulars of their claims to him, care of the undermentioned solicitor, by 2 October 2019, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

WHITE CLELAND PTY LTD, lawyers,  
454 Nepean Highway, Frankston, Victoria 3199.

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DAVID WALLACE POLLOCK, late of 15 Warner Road, Nar Nar Goon North, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 22 April 2019, are required by the executor, Jennifer Robyn Pollock, care of Wollerman Shacklock Lawyers, 2/8 Gloucester Avenue, Berwick, Victoria, to send particulars of their claims to them by 29 September 2019, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 15 July 2019.

WOLLERMAN SHACKLOCK LAWYERS,  
8 Gloucester Avenue, Berwick 3806.

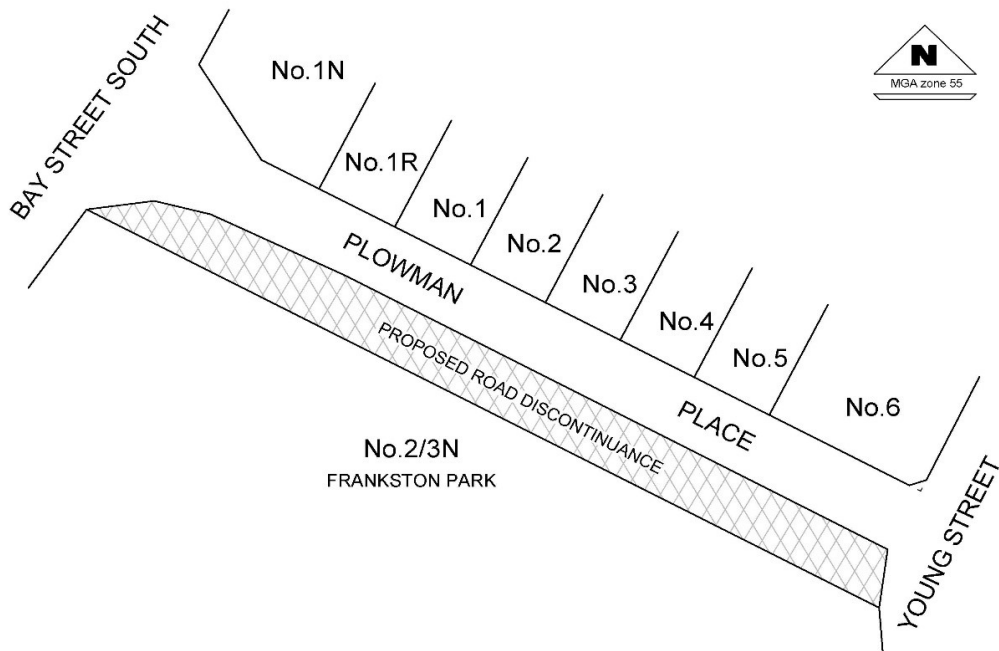
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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**



Notice of Road Discontinuance – Part of Plowman Place, Frankston

In the exercise of powers, duties and functions conferred by sections 206, Schedule 10, Clause 3, 207A(a) and 223 of the **Local Government Act 1989** (Act), Frankston City Council, at its ordinary meeting held on 22 July 2019, determined that the section of Plowman Place, Frankston, road reserve between Young Street and Bay Street South shown on the plan below, is not reasonably required for general public use as a road. As such, Council resolved to discontinue the section of road reserve. The land will be incorporated into the Frankston Park (Crown) Reserve whereby Council can be appointed Committee of Management under the **Crown Land (Reserves) Act 1978**.



PHIL CANTILLON  
Chief Executive Officer  
Frankston City Council



## ALPINE SHIRE COUNCIL

## Community Local Law 2019

## Police May Act as Authorised Officers to Enforce Alcohol Provisions

Notice is given pursuant to section 224A(2) of the **Local Government Act 1989** that any Victorian Police Officer may act as an Authorised Officer to enforce 'Part 2.2 – Consumption of liquor on Council land' and 'Part 7 – Enforcement' of the Alpine Shire Council Community Local Law 2019, where they relate to the use, possession or consumption of alcohol.

CHARLIE BIRD  
Chief Executive Officer



## PROPOSED AMENDMENT OF ROAD MANAGEMENT PLAN

In accordance with section 54(6) of the **Road Management Act 2004**, and regulation 10(1) of the Road Management (General) Regulations 2016, the City of Ballarat (Council) gives notice that it proposes to amend its Road Management Plan (RMP).

The purpose of the proposed amendments is to incorporate into the RMP the suggested improvements identified in Council's written review report, which summarises the findings and conclusions of the review of Council's current RMP (V5) 2017.

This includes:

- Changes to the defect classifications
- Changes to standards for inspection, maintenance and repair, including inspection frequencies, compulsory intervention levels and response times.

The amendments apply to all of the roads and classes of roads in the municipality for which Council is the responsible road authority under the Act.

A copy of the proposed amended RMP and the review report may be obtained or inspected at The Phoenix Customer Service Centre at 25 Armstrong Street South, Ballarat, or accessed online at [ballarat.vic.gov.au](http://ballarat.vic.gov.au)

Any person who is aggrieved by the proposed amendments may make a submission on the proposed amendments to Council by close of business on Monday 2 September 2019.

Submissions must be in writing, marked as 'Proposed Amendment to Road Management Plan' and be addressed to: Safety, Risk and Compliance Services, City of Ballarat, PO Box 655, Ballarat, Victoria 3353; or by email to [info@ballarat.vic.gov.au](mailto:info@ballarat.vic.gov.au)

KNOX CITY COUNCIL  
Order 1/2019 of Knox City Council  
Section 25(2) of the  
**Domestic Animals Act 1994**

At its meeting on 29 January 2019, Knox City Council resolved to make the following Order under section 25(2) of the **Domestic Animals Act 1994**.

This Order is effective from 1 January 2020 to 31 December 2020.

1. All cats within the municipal district of Knox City Council must be securely confined to the owner's premises between the hours of sunset and sunrise each day.

Meaning of words in this Order:

**Owner** has the same meaning as in the **Domestic Animals Act 1994**;

**Sunset** and **Sunrise** are the times as provided for the specified geographic location and date, in accordance with the Australian Government Geoscience Australia website, or its successor.

IAN BELL  
Acting Chief Executive Officer



**Yarriambiack**  
SHIRE COUNCIL

NOTICE OF INTENTION TO MAKE A LOCAL LAW

Proposed Local Law – Procedures for Council Meetings and Common Seal 2019

Notice is given pursuant to sections 119 and 223 of the **Local Government Act 1989** (the Act) that the Yarriambiack Shire Council proposes to make a new Local Law – Procedures for Council Meetings and Common Seal 2019.

The purpose and general purport of the proposed Local Law is to regulate the use of the Council's Common Seal; the election of the Mayor; and Deputy Mayor; and to govern the conduct of meetings of the Council and Special Committees.

A copy of the proposed Local Law and community impact statement can be obtained from the Council Office, 34 Lyle Street, Warracknabeal, during office hours. Alternatively you can view a copy online at [www.yarriambiack.vic.gov.au](http://www.yarriambiack.vic.gov.au)

Any person may make a written submission on the proposed Local Law to Council. All submissions received will be considered in accordance with section 223 of the **Local Government Act 1989**. Only submissions received by Council by 5.00 pm on Wednesday, 28 August 2019 will be considered.

Any person may, in their written submission, request to be provided with an opportunity to make a verbal representation, or have someone make the representation on their behalf, in support of their submission.

Submissions will be considered at Council Forum to be held on Wednesday, 11 September 2019 prior to Council's intent to adopt the new Meeting Procedures Local Law 2019 at its Ordinary Meeting of Council on Wednesday, 25 September 2019.

Written submissions should be marked 'Proposed Local Law 2019 – Procedures for Council Meetings and Common Seal 2019' and addressed to Bernardine Schilling, HR/Governance Coordinator, Yarriambiack Shire Council, 34 Lyle Street, Warracknabeal.

Submissions will also be accepted via email to [bschilling@yarriambiack.vic.gov.au](mailto:bschilling@yarriambiack.vic.gov.au)

Submissions received by Council, after removing any personal information, may be included within the relevant Council Meeting Agenda/Minutes, and made available on Council's website.

Further information regarding the Draft Local Law can be obtained by phoning Bernardine Schilling on (03) 5398 0104.

JESSIE HOLMES  
Chief Executive Officer

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**Planning and Environment Act 1987**  
**MELBOURNE PLANNING SCHEME**  
Notice of the Preparation of an Amendment  
Amendment C278

The Melbourne City Council has prepared Amendment C278 to the Melbourne Planning Scheme.

The land affected by the Amendment is all land within the municipality excluding Docklands.

The Amendment is underpinned by the findings of the *'Sunlight Access to Public Parks Modelling Analysis Report, February 2018, Hodyl + Co'* and proposes to introduce new planning controls into the Melbourne Planning Scheme to protect winter sunlight access to public parks by:

- amending Clause 21.17 Reference Documents to include the *'Sunlight Access to Public Parks Modelling Analysis Report, February 2018, Hodyl + Co'*.
- amending Clause 22.02 'Sunlight to Public Spaces Policy' to distinguish policy objectives which relate to parks within and outside the Hoddle Grid and Southbank, and to protect winter sunlight access across the day to all public parks outside of the Hoddle Grid and Southbank. This policy does not apply to Docklands.
- introducing a new Design and Development Overlay Schedule 8 (DDO8) over a number of properties across the municipality outside of the Hoddle Grid, Southbank, Docklands and Spring Street South. The proposed DDO8 includes mandatory requirements to protect winter sunlight access to public parks across the day.
- updating Clause 72.03 to reference the new maps DDO8 Nos 1–11.

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, the City of Melbourne in the Melbourne Town Hall, Administration Building, 120 Swanston Street, Melbourne; the City of Melbourne website, <https://participate.melbourne.vic.gov.au/amendmentc278>; or the Department of Environment, Land, Water and Planning website, [www.delwp.vic.gov.au/public-inspection](http://www.delwp.vic.gov.au/public-inspection)

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Thursday 5 September 2019.

A submission must be sent to Robyn Hellman, Team Leader – Planning Policy, City of Melbourne and lodged either online at: <https://participate.melbourne.vic.gov.au/amendmentc278>, via email to: [planningpolicy@melbourne.vic.gov.au](mailto:planningpolicy@melbourne.vic.gov.au), or by post to: Robyn Hellman, Team Leader – Planning Policy, City of Melbourne, GPO Box 1603, Melbourne, Victoria 3001.

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.

EMMA APPLETON  
Manager, Urban Strategy

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Mildura Rural City Council

## Planning and Environment Act 1987

### MILDURA PLANNING SCHEME

#### Notice of the Preparation of an Amendment Amendment C102

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Mildura Rural City Council as planning authority to prepare Amendment C102.

The land affected by the Amendment is located at Main Avenue, Merbein, being part of Crown Allotment 9, Section 7, Township of Merbein. The land is immediately south of the railway line and east of Main Avenue (Calder Highway) Merbein.

The Amendment proposes to rezone the identified land Industrial 1 and Public Use Zone 1 and include the Industrial 1 Zone land in the Design and Development Overlay 4.

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, 108–116 Madden Avenue, Mildura; 76–84 Deakin Avenue, Mildura (corner of Deakin Avenue and Ninth Street); Mildura Library, Deakin Avenue, Mildura; and at the Department of Environment, Land, Water and Planning website, [www.delwp.vic.gov.au/public-inspection](http://www.delwp.vic.gov.au/public-inspection)

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. Submissions must be made in writing giving the submitter's name and postal 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 postal contact details of submitters are required for Council to consider submissions. The closing date for submissions is Monday 2 September 2019. A submission must be sent to: Mr Peter Douglas, Co-ordinator Strategic Planning, Mildura Rural City Council, PO Box 105, Mildura, Victoria 3502.

Submissions provided are considered public documents and issues/matters raised therein (including authorship) may be reported to Council in an open Council meeting Agenda. Enquiries regarding confidential submissions may be directed to the Coordinator Strategic Planning on (03) 5018 8419.

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.

MR ALLAN BAWDEN  
Chief Executive Officer



## Planning and Environment Act 1987

### MOONEE VALLEY PLANNING SCHEME

#### Notice of the Preparation of an Amendment Amendment C194moon

Moonee Valley City Council has prepared Amendment C194moon to the Moonee Valley Planning Scheme. The land affected by the amendment is all land within the boundaries of Moonee Valley City Council, except Commonwealth land.

The Amendment proposes to apply the Development Contributions Plan Overlay (DCPO) on a permanent basis.

Specifically, Amendment C194moon proposes to:

- apply the Development Contributions Plan Overlay (DCPO1) to facilitate the collection of contributions and insert a new Schedule 1 to Clause 45.06;
- amend the Schedule to Clause 72.03 to include new planning scheme maps, 1DCPO, 2DCPO, 3DCPO, 4DCPO, 5DCPO, 6DCPO, 7DCPO, 8DCPO, 9DCPO, 10DCPO, 11DCPO, 12DCPO, 13DCPO, 14DCPO, 15DCPO, 16DCPO; and
- insert a new Incorporated Document titled *Moonee Valley Development Contributions Plan 2018* into the Moonee Valley Planning Scheme and amend the Schedule to Clause 72.04 to include the new Incorporated Document *Moonee Valley Development Contributions Plan 2018*.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report, free of charge, at the following locations: during office hours, at the office of the planning authority, Moonee Valley City Council, 9 Kellaway Avenue, Moonee Ponds, Victoria 3039; and at the Department of Environment, Land, Water and Planning website, [www.delwp.vic.gov.au/public-inspection](http://www.delwp.vic.gov.au/public-inspection)

Any person who may be affected by the Amendment may make a submission to the planning authority. Submissions must be made in writing including 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 be made.

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 30 August 2019. A submission must be sent to: Strategic Planning Unit, Moonee Valley City Council, PO Box 126, Moonee Ponds, Victoria 3039; or emailed to [strategicplanning@mvcc.vic.gov.au](mailto:strategicplanning@mvcc.vic.gov.au); or [Yoursay.mvcc.com.au/dcp](http://Yoursay.mvcc.com.au/dcp)

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.

JESSIE KEATING  
Manager Strategic Planning

**Planning and Environment Act 1987**  
**YARRA RANGES PLANNING SCHEME**

Notice of the Preparation of an  
Amendment to a Planning Scheme and  
Notice of an Application for a Planning Permit  
Given Under Section 96C of the  
**Planning and Environment Act 1987**

Amendment C186

Planning Permit Application YR-2019/131

Yarra Ranges Council has received a proposal to undertake Amendment C186 to the Yarra Ranges Planning Scheme concurrently with planning permit application YR-2019/131.

The land affected by the application is 361–365 Mount Dandenong Tourist Road, Sassafra.

The Amendment proposes to rezone the site from Green Wedge A Zone – Schedule 1 (GWAZ1) to Commercial 1 Zone (C1Z) and apply a new Design and Development Overlay Schedule 21 (DDO21) to retain the existing subdivision provisions applying to the site.

The Planning Permit application is for the issue of a Planning Permit for building and works previously issued under the GWAZ1 (YR-2014/961).

The applicant for the permit is Carringbush Pty Ltd.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, from 1 August 2019 at the following locations: during office hours, at the office of the planning authority, Yarra Ranges Council, 15 Anderson Street, Lilydale and 40 Main Street, Upwey; at Council's website, [www.yarraranges.vic.gov.au/C186](http://www.yarraranges.vic.gov.au/C186); or at the Department of Environment, Land, Water and Planning website, [www.planning.vic.gov.au/public-inspection](http://www.planning.vic.gov.au/public-inspection)

Any person who may be affected by the Amendment or by the granting of the permit may make a submission to the planning authority about the Amendment and the application. 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 2 September 2019.

Submissions can be submitted online at [www.yarraranges.vic.gov.au/C186](http://www.yarraranges.vic.gov.au/C186) or mailed to Strategic Planning, Yarra Ranges Council, PO Box 105, Lilydale 3140 (please quote C186).

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.

DAMIAN CLOSS  
Manager Strategic Planning

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 2 October 2019, 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.

BAXTER, Karen Joy, late of Unit 6, 22 Vautier Street, Elwood, Victoria 3184, deceased, who died on 16 April 2019.

LAMPRE, Trevor, late of Unit 5, 62 Westbury Street, St Kilda East, Victoria 3183, manager, deceased, who died on 20 March 2019.

McMAHON, Peter, late of Unit 316, 150 Brunswick Street, Fitzroy, Victoria 3065, deceased, who died on 13 May 2019.

OWEN, Robert James, late of Unit 59, 5 Kayak Course, Delahey, Victoria 3037, deceased, who died on 6 June 2019.

SEGAL, Robert James, late of Wintringham, 79 Swallow Street, Port Melbourne, Victoria 3207, deceased, who died on 10 June 2019.

TEAGUE, Vicki Anne, late of Unit 3, 82 Forest Street, Castlemaine, Victoria 3450, deceased, who died on 11 March 2019.

TOPALIAN, Sebouh, late of Unit 118, 2 McIntyre Drive, Altona, Victoria 3018, deceased, who died on 4 June 2019.

TYROPANIS, Katina, late of 10 William Wright Wynd, Hoppers Crossing, Victoria 3029, deceased, who died on 26 April 2019.

WILDE, Gary Allen, late of Unit 118, 325 Nepean Highway, Frankston, Victoria 3199, deceased, who died on 29 March 2019.

Dated 24 July 2019

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 4 October 2019, 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.

BOSTOCK, Glen Harvey, late of Unit 47, 94 Ormond Street, Kensington, Victoria 3031, deceased, who died on 21 May 2019.

CORBOULD, Michael David, late of Regis Blackburn, 40 Central Road, Blackburn, Victoria 3130, deceased, who died on 10 March 2019. Grant date 22 July 2019.

CURTIS, Norman Richard, late of Bupa Edithvale, 256 Station Street, Edithvale, Victoria 3196, deceased, who died on 4 May 2019.

FERRIS, Doris Elizabeth, late of 264 High Street, Ashburton, Victoria 3147, deceased, who died on 6 April 2019. Grant date 22 July 2019.

FLAHERTY, Paul Wilbur, late of Unit 32, 150 Victoria Avenue, Albert Park, Victoria 3206, deceased, who died on 24 April 2019.

JAY, Steven Leslie, late of Unit 9, 51 Wanstead Street, Warrnambool, Victoria 3280, deceased, who died on 13 May 2019.

MIDDLEL, Ronald Ian Gregor, late of TLC Sunlight Residential Aged Care, 43 Laurel Street, Whittlesea, Victoria 3757, deceased, who died on 19 February 2019.

TSOTSIOS, Kon, also known as Constantinos Tsotsios and Konstantinos Tsotsios, late of Bupa Clayton, 12 Burton Avenue, Clayton, Victoria 3168, deceased, who died on 15 April 2019.

Dated 26 July 2019

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 7 October 2019, 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.

CHOURIDIS, Christos, late of 29 Walpole Avenue, Rosebud, Victoria 3939, deceased, who died on 19 February 2019.

HASELL, Michaela, late of 36 Nisbett Street, Reservoir, Victoria 3073, deceased, who died on 28 December 2018.

MISPELKAMP, Helmut, late of McKellar Centre, 45–95 Ballarat Road, North Geelong, Victoria 3215, deceased, who died on 18 May 2019.

REDMOND, Mark Gregory, late of TLC Aged Care Clifton Views, 217–241 Queens Parade, Fitzroy North, Victoria 3068, deceased, who died on 25 October 2018.

SZATHMARY, Lajos Andor, also known as Louis Andrew Szathmary, late of Arpad Elderly Welfare Society Inc., 9 Garrisson Grove, Wantirna, Victoria 3152, deceased, who died on 10 November 2016.

WRIGHT, John Joseph, late of May Noonan Hostel, 3 Foley Street, Terang, Victoria 3264, deceased, who died on 18 March 2019.

Dated 29 July 2019

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### EXEMPTION

Application No. H193/2019

Handy Girl Australia Pty Ltd applied to the Victorian Civil and Administrative Tribunal under section 89 of the **Equal Opportunity Act 2010** (the Act) for an exemption to advertise for and employ women (the exempt conduct).

The director, owner and founder, Kim Halbert-Pere filed an affidavit and other material in support of this application. The Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant provides domestic cleaning and maintenance services for homes and gardens. Its clients may specifically request female staff or have a fear of having male domestic staff and trades persons into their home environments. It is called 'Handy Girl Australia Pty Ltd' to distinguish it from generic handyman services but aims to provide the range of services that would normally be requested of a handyman service using female staff. Its clients include people with disabilities and elderly persons of either gender. The applicant states: 'Our clients want to feel respected, safe and secure in their homes without fear of bullying, intimidation and emotional and physical safety'.
- The applicant provides flexible working hours to women whose availability may be restricted due to family commitments. The applicant is a member of Gender Equity Victoria and CORE Community of Respect and Equality.
- Ms Halbert-Pere's evidence was that for some tasks where there are no qualified female subcontractors available (e.g. plumbing) in the Ballarat region, she subcontracts with a male tradesperson after making special arrangements with the client and requiring police checks from the contractor. But where female tradespersons are available, she will prefer to employ a female tradesperson over a male tradesperson, as it has consistency with the brand and the clients' needs and expectations.
- The applicant has five (5) staff and a pool of approximately thirteen (13) casual staff and ad hoc subcontracting arrangements with other persons. These persons are predominantly female, but not exclusively.
- The Victorian Equal Opportunity and Human Rights Commission indicated it would not intervene in the proceedings. I am satisfied that there is no relevant exception applicable to the exempt conduct. It is appropriate to grant an 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 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 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 1 August 2019 until 31 July 2025.

Dated 1 August 2019

A. SMITH  
Member

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Department of Treasury and Finance  
SALE OF CROWN LAND BY PUBLIC AUCTION  
On Friday 30 August 2019 at 12 noon on site

**Reference:** F14/5616.

**Address of Property:** 6 Lakeside Court, Cullulleraine.

**Crown Description:** Crown Allotment 22U, Parish of Mullroo.

**Terms of Sale:** Deposit 10%, balance in 60 days or earlier by mutual agreement.

**Area:** 3,941 m<sup>2</sup>.

**Officer Co-ordinating Sale:** Andrew Martin, Senior Project Manager, Land and Property, Department of Treasury and Finance, Level 5, 1 Treasury Place, Melbourne, Victoria 3002.

**Selling Agent:** Burns & Co., 107 Eighth Street, Mildura, Victoria 3500.

ROBIN SCOTT MP  
Assistant Treasurer

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**Cemeteries and Crematoria Act 2003**

SECTION 41(1)

Notice of Approval of Cemetery Trust Fees and Charges

I, Bryan Crampton, as Delegate of the Secretary to the Department of Health and Human Services for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scales of fees and charges fixed by the following cemetery trusts.

The approved scales of fees and charges will take effect from the date of publication of this notice in the Victoria Government Gazette and will be published on the internet.

The fees will be published on the internet at <http://www.health.vic.gov.au/cemeteries>

The Nathalia Cemetery Trust

The Numurkah Wunghnu Cemetery Trust

The Yan Yean Cemetery Trust

Dated 23 July 2019

BRYAN CRAMPTON  
Manager  
Cemetery Sector Governance Support Program

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**Electoral Act 2002**

DE-REGISTRATION OF POLITICAL PARTY

In accordance with section 56(7) of the **Electoral Act 2002**, Vote 1 Local Jobs is hereby de-registered.

Dated 29 July 2019

LIZ WILLIAMS  
Victorian Electoral Commission

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**Electricity Industry Act 2000  
Gas Industry Act 2001**

AMAYSIM ENERGY (ABN 41 116 567 492)

Pursuant to sections 35(1) and 35(4) of the **Electricity Industry Act 2000** (Vic.) and sections 42(1) and 42(4) of the **Gas Industry Act 2001** (Vic.), by way of gazettal, amaysim Energy ABN 41 116 567 492 provides notice of its current standing offer terms and conditions including terms prescribed by the Essential Services Commission that took effect on 1 July 2019.

**PREAMBLE**

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

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

**For Victorian customers:**

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

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

**For Victorian customers:**

There are no gas customer connection contracts in Victoria.

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

**1 THE PARTIES**

This contract is between:

amaysim Energy Pty Ltd (ABN: 41 116 567 492) who sells energy to you at your premises (in this contract referred to as 'we' 'our' or 'us'); and

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

**2 DEFINITIONS AND INTERPRETATION**

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

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

**3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

**3.1 These are our terms and conditions**

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

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if:

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

### 3.3 Electricity or gas

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

## 4 WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start?

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

### 4.2 When does this contract end?

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

### 4.3 Vacating your premises

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

## 5 SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

*For New South Wales, Queensland and South Australian customers:*

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your *meter*.

*For Victorian customers:*

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

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

*For New South Wales, Queensland and South Australian customers:*

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of *metering* equipment.

This is the role of your distributor under a separate contract called a customer connection.

*For Victorian customers:*

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

*For Victorian customers:*

There are no gas customer connection contracts in Victoria.

## 6 YOUR GENERAL OBLIGATIONS

### 6.1 Full information

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

*For New South Wales, Queensland and South Australian customers:*

### 6.2 Updating information

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or
- (b) you are aware of any change that materially affects access to your *meter* or other equipment involved in providing *metering* services at the premises.

### 6.3 Life support equipment

- (a) If a person living or intending to live at your premises requires *life support equipment*, you must:
- (i) Register the premises with us or your distributor; and
  - (ii) Provide *medical confirmation* for the premises.

- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having *life support equipment* if medical confirmation is not provided to us or your distributor.
- (c) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:
  - (i) at least 50 *business days* to provide *medical confirmation* for the premises;
  - (ii) general advice that there may be a *distributor planned interruption*, retailer planned *interruption* or unplanned *interruption* to the supply of energy to the premises;
  - (iii) at least 4 business days' notice in writing of any retailer planned *interruption* to the supply of electricity to the premises unless we have obtained your explicit consent to the *interruption* occurring on a specified date;
  - (iv) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
  - (v) emergency telephone contact numbers.

**For Victorian customers:**

**6.2 Updating information**

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

**6.3 Life support equipment**

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

**6.4 Obligations if you are not an owner**

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

**7 OUR LIABILITY**

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, The National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

**For Victorian customers:**

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

**8 PRICE FOR ENERGY AND OTHER SERVICES****8.1 What are our tariffs and charges?**

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

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

**For New South Wales, Queensland gas and South Australian customers:****8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 *business days* before it starts.
- (a1) We will also:
  - (i) notify you at least five *business days* before the variation in the tariffs and charges are to apply to you; and
  - (ii) deliver the notice by your preferred form of communication where you have communicated this to us, otherwise by the same method as that used for delivery of your bill.
- (a2) The notice must:
  - (i) specify that your tariffs and charges are being varied;
  - (ii) specify the date on which the variation will come into effect;
  - (iii) identify your existing tariffs and charges inclusive of GST;
  - (iv) identify your tariffs and charges as varied inclusive of GST;
  - (v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
  - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
  - (i) where you have entered into a standard retail contract with us within 10 *business days* before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
  - (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
  - (iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
  - (iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4) the reference to:
- (i) 'are being varied' in paragraph (a2)(i) is taken to be 'are being varied or have been varied (whichever is applicable)'; and
  - (ii) 'will come into effect' in paragraph (a2)(ii) is taken to be 'will come into effect or has come into effect (whichever is applicable)'.

***For Victorian customers:***

**8.2 Changes to tariffs and charges**

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

***For Queensland electricity customers***

**8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 *business days* before it starts.
  - (a1) We will also
    - (i) notify you –
      - (A) if the variation results in an increase in the tariffs and charges applying to you – at least 10 *business days* before the variation is to apply to you; or
      - (B) if the variation results in a decrease in the tariffs and charges applying to you – at least 5 *business days* before the variation is to apply to you; and
    - (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
  - (a2) The notice must:
    - (i) specify that your tariffs and charges are being varied;
    - (ii) specify the date on which the variation will come into effect;
    - (iii) identify your existing tariffs and charges inclusive of GST;
    - (iv) identify your tariffs and charges as varied inclusive of GST;
    - (v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
    - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
  - (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
    - (i) where you have entered into a standard retail contract with us within 10 *business days* before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
    - (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;

- (iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
  - (iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.
- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:
- (i) ‘are being varied’ in paragraph (a2)(i) is taken to be ‘are being varied or have been varied (whichever is applicable)’; and
  - (ii) ‘will come into effect’ in paragraph (a2)(ii) is taken to be ‘will come into effect or has come into effect (whichever is applicable)’.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

### 8.2A Changes to tariffs and charges

If we vary our standing offer prices and the variation applies to you, we will include details of the variation in your next bill.

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

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

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

### 8.4 Variation of tariff due to change of use

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

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

### 8.5 Variation of tariff or type of tariff on request

(a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.

- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
- (i) transfer you to that other tariff within 10 *business days*; or
  - (ii) transfer you to that other type of tariff from the date the *meter* is read or the type of *meter* is changed (if needed).

### 8.6 Changes to tariffs or type of tariff during a billing cycle

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

*For New South Wales, Queensland and South Australian customers:*

### 8.6 GST

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

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

***For Victorian customers:***

**8.6 GST**

Amounts specified in the standing offer prices from time to time and other amounts payable under this contract are inclusive of GST.

**9 BILLING**

**9.1 General**

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

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

**9.2 Calculating the bill**

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

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

**9.3 Estimating the energy usage**

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

***For Victorian customers:***

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

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



***For New South Wales, Queensland and South Australian customers:*****9.4 Your historical billing information**

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

- (a) 4 times in the previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

**9.4A Your electricity (only) consumption information**

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

***For Victorian customers:*****9.4 Your historical billing information**

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

**9.5 Bill smoothing**

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

**10 PAYING YOUR BILL****10.1 What you have to pay**

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

**10.2 Issue of reminder notices**

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

***For New South Wales, Queensland and South Australian customers:*****10.3 Difficulties in paying**

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

**For Victorian customers:****10.3 Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about your entitlements as a Victorian energy customer.

**10.4 Late payment fees**

If you have not paid a bill by the *pay-by date*, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website. This clause does not apply where your premises is located in Victoria.

**For New South Wales, Queensland and South Australian customers:****11 METERS**

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):
  - (i) reading, testing, maintaining, inspecting or altering any *metering* installation at the premises; and
  - (ii) calculating or measuring energy supplied or taken at the premises; and
  - (iii) checking the accuracy of *metered* consumption at the premises; and
  - (iv) replacing *meters*.
- (b) We will use our best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare your bills, consistently with the *metering* rules and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the premises under paragraph (a), we will:
  - (i) comply with all relevant requirements under the energy laws; and
  - (ii) carry or wear official identification; and
  - (iii) show the identification if requested.
- (d) If we propose to replace your electricity *meter* we must give you a notice with the right to elect not to have your *meter* replaced unless:
  - (i) your *meter* is faulty or sample testing indicates it may become faulty; or
  - (ii) you have requested or agreed to the replacement of your *meter*.

**For New South Wales, Queensland and South Australian customers:****11A METERS****11A.1 Retailer may arrange retailer planned interruptions (maintenance, repair etc.)**

- (a) We may arrange *retailer planned interruptions* to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter.
- (b) If your electricity supply will be affected by a retailer planned *interruption* arranged by us, and clause 6.3(d)(iii) does not apply:
  - (i) We may seek your explicit consent to the *interruption* occurring on a specified date; or
  - (ii) We may seek your explicit consent to the *interruption* occurring on any day within a specified 5 business day range; or
  - (iii) Otherwise, we will give you at least 4 business days' notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

**11A.2 Your right to information about planned interruptions**

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned *interruption* to the supply of electricity to the premises which was arranged by us.

- (b) If you request an explanation in writing we must, within 10 *business days* of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of time it will take to provide a more detailed explanation if a longer period is reasonably needed.

***For Victorian customers:***

**11 METERS**

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

**12 UNDERCHARGING AND OVERCHARGING**

**12.1 Undercharging**

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

**12.2 Overcharging**

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (d) Where you have been overcharged by \$50 or more, we must inform you within 10 *business days* of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 *business days*.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

**12.3 Reviewing your bill**

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

***For Victorian customers:***

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

***For Electricity customers in Queensland:***

- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill.

- (ba) If we carry out the check or test and –
  - (i) the meter proves to be operating correctly or the metering data is accurate, we may request that you pay for the cost of the check or
  - (ii) the meter proves to be operating incorrectly or the metering data is inaccurate, we cannot charge you for the cost of the check or test.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

### **13 SECURITY DEPOSITS**

#### **13.1 Security deposit**

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

#### **13.2 Interest on security deposits**

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

#### **13.3 Use of a security deposit**

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

#### **13.4 Return of security deposit**

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

### **14 DISCONNECTION OF SUPPLY**

*For New South Wales, Queensland and South Australian Customers:*

#### **14.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the *pay-by-date* and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

- (b) you do not provide a *security deposit* we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (f) we are otherwise entitled or required to do so under the Rules or by law.

***For Victorian Customers:***

**14.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the pay by date or, if you are a *residential customer* receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

***For New South Wales, Queensland and South Australian Customers:***

**14.2 Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

***For Victorian Customers:***

**14.2 Notice and warning of disconnection**

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

**14.3 When we must not arrange disconnection**

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

***For Victorian Customers:***

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

- (ii) on a Friday or the day before a public holiday; or
- (iii) on a weekend or a public holiday; or

- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
- (v) if you are being disconnected under clause 14.1(a), during an extreme weather event

***For Victorian Customers:***

Paragraph (v) does not apply in Victoria.

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

***For Victorian Customers:***

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

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

## **15 RECONNECTION AFTER DISCONNECTION**

### **For New South Wales, Queensland and South Australian Customers**

- (a) We must arrange for the reconnection of your premises if, within 10 *business days* of your premises being disconnected:

***For Victorian Customers:***

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

## **16 WRONGFUL AND ILLEGAL USE OF ENERGY**

### **16.1 Use of energy**

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

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

## 17 NOTICES AND BILLS

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

## 18 PRIVACY ACT NOTICE

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

## 19 COMPLAINTS AND DISPUTE RESOLUTION

### 19.1 Complaints

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

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

### 19.2 Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the relevant energy ombudsman scheme, details of which are set out below:

#### **Victoria**

Energy and Water Ombudsman (Victoria)  
GPO Box 469, Melbourne, Victoria 3001  
Freecall (except mobile phones): 1800 500 509  
TTY for hearing impaired customers): 188 500 529  
Web: [www.ewov.com.au](http://www.ewov.com.au)

#### **New South Wales**

Energy and Water Ombudsman of New South Wales  
PO Box K1343, Haymarket, NSW, 1240  
Freecall: 1800 246 545  
Web: [www.ewon.com.au](http://www.ewon.com.au)

#### **Queensland**

Energy and Water Ombudsman of Queensland  
PO Box 3640, South Brisbane, Queensland, 4101 Freecall: 1800 662 837  
Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) Web: [www.ewoq.com.au](http://www.ewoq.com.au)

**South Australia**

Energy and water Ombudsman SA

Level 11, 50 Pirie Street, Adelaide SA 5000

Phone: 1800 665 56

Web: <http://www.ewosa.com.au/index.php/water/submit-a-complaint>

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

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

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

**20.2 Deemed prompt notice**

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

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

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

**20.4 Settlement of industrial disputes**

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

**21 APPLICABLE LAW**

The laws in force in the state in which your premises are located govern this contract.

**22 RETAILER OF LAST RESORT EVENT**

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

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

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

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

**23.2 Amending this contract**

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

***For Victorian Customers:***

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

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



**SIMPLIFIED EXPLANATION OF TERMS**

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

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

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

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

***For Victorian Customers:***

There are no gas customer connection contracts in Victoria.

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

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

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

***For New South Wales, Queensland and South Australian Customers:***

**distributor planned interruption** means an *interruption* for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a *meter* (excluding a *retailer planned interruption*); or
- (c) the installation of a new connection or a connection alteration;

***For Victorian Customers:***

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

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

**energy** means electricity or gas;

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

***For Victorian Customers:***

In Victoria, **Energy Retail Code** means the Energy Retail Code Version 11 dated 13 October 2014 produced by the Essential Services Commission Victoria and as amended from time to time.

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

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

***For New South Wales, Queensland and South Australian customers:***

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

**medical confirmation** means certification from a registered medical practitioner of the requirement for *life support equipment* at your premises.

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

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

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

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

**For New South Wales, Queensland and South Australian customers:**

**retailer planned interruption** means an *interruption* that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the *interruption*; and
- (c) is not an *interruption* which has been planned by your distributor.

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

**For Victorian Customers:**

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

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

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

**small customer** means:

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

**For Victorian Customers:**

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

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

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**Electricity Industry Act 2000  
Gas Industry Act 2001**

CLICK ENERGY (ABN 41 116 567 492)

Pursuant to sections 35(1) and 35(4) of the **Electricity Industry Act 2000** (Vic.) and sections 42(1) and 42(4) of the **Gas Industry Act 2001** (Vic.), by way of gazettal, Click Energy ABN 41 116 567 492 provides notice of its current standing offer terms and conditions including terms prescribed by the Essential Services Commission that took effect on 1 July 2019.

**PREAMBLE**

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

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

***For Victorian customers:***

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

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

***For Victorian customers:***

There are no gas customer connection contracts in Victoria.

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

**1 THE PARTIES**

This contract is between:

amaysim Energy Pty Ltd trading as Click Energy Pty Ltd (ABN: 41 116 567 492) who sells energy to you at your premises (in this contract referred to as 'we' 'our' or 'us'); and

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

**2 DEFINITIONS AND INTERPRETATION**

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

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

**3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

**3.1. These are our terms and conditions**

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

### 3.2. Application of these terms and conditions

These terms and conditions apply to you if:

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

### 3.3. Electricity or gas

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

## 4 WHAT IS THE TERM OF THIS CONTRACT?

### 4.1. When does this contract start?

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

### 4.2. When does this contract end?

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

### 4.3. Vacating your premises

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

## 5 SCOPE OF THIS CONTRACT

### 5.1. What is covered by this contract?

***For New South Wales, Queensland and South Australian customers:***

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your *meter*.

***For Victorian customers:***

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

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

***For New South Wales, Queensland and South Australian customers:***

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of *metering* equipment.

This is the role of your distributor under a separate contract called a customer connection contract.

***For Victorian customers:***

This contract does not cover the physical connection of your premises to the distribution system, including *metering* equipment and the maintenance of that connection and the supply of energy to your premises.

This is the role of your distributor under a separate contract called a customer connection contract.

***For Victorian customers:***

There are no gas customer connection contracts in Victoria.

## 6 YOUR GENERAL OBLIGATIONS

### 6.1. Full information

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

***For New South Wales, Queensland and South Australian customers:***

### 6.2. Updating information

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or
- (b) you are aware of any change that materially affects access to your *meter* or other equipment involved in providing *metering* services at the premises.

### 6.3. Life support equipment

- (a) If a person living or intending to live at your premises requires *life support equipment*, you must:

- (i) Register the premises with us or your distributor; and
- (ii) Provide *medical confirmation* for the premises.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your distributor.
- (c) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:
  - (i) at least 50 business days to provide *medical confirmation* for the premises;
  - (ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or *unplanned interruption* to the supply of energy to the premises;
  - (iii) at least 4 business days' notice in writing of any *retailer planned interruption* to the supply of electricity to the premises unless we have obtained your explicit consent to the *interruption* occurring on a specified date;
  - (iv) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
  - (v) emergency telephone contact numbers.

**For Victorian customers:**

**6.2 Updating information**

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

**6.3 Life support equipment**

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

**6.4. Obligations if you are not an owner**

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

**7 OUR LIABILITY**

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, The National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

***For Victorian customers:***

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

**8 PRICE FOR ENERGY AND OTHER SERVICES****8.1. What are our tariffs and charges?**

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

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

***For New South Wales, Queensland gas and South Australian customers:*****8.2. Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
  - (a1) We will also:
    - (i) Notify you at least five business days before the variation in the tariffs and charges are to apply to you; and
    - (ii) Deliver the notice by your preferred form of communication where you have communicated this to us, otherwise by the same method as that used for delivery of your bill.
  - (a2) The notice must:
    - (i) specify that your tariffs and charges are being varied;
    - (ii) specify the date on which the variation will come into effect;
    - (iii) identify your existing tariffs and charges inclusive of GST;
    - (iv) identify your tariffs and charges as varied inclusive of GST;
    - (v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
    - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
  - (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
    - (i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
    - (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
    - (iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
    - (iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4) the reference to:
- (i) 'are being varied' in paragraph (a2)(i) is taken to be 'are being varied or have been varied (whichever is applicable)'; and
  - (ii) 'will come into effect' in paragraph (a2)(ii) is taken to be 'will come into effect or has come into effect (whichever is applicable)'.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

***For Victorian customers:***

**8.2 Changes to tariffs and charges**

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

***For Queensland electricity customers:***

**8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
- (a1) We will also
- (i) notify you –
    - (A) if the variation results in an increase in the tariffs and charges applying to you – at least 10 business days before the variation is to apply to you; or
    - (B) if the variation results in a decrease in the tariffs and charges applying to you – at least 5 business days before the variation is to apply to you; and
  - (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- (a2) The notice must:
- (i) specify that your tariffs and charges are being varied;
  - (ii) specify the date on which the variation will come into effect;
  - (iii) identify your existing tariffs and charges inclusive of GST;
  - (iv) identify your tariffs and charges as varied inclusive of GST;
  - (v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
  - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
- (i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
  - (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;



- (iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
  - (iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.
- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:
- (i) ‘are being varied’ in paragraph (a2)(i) is taken to be ‘are being varied or have been varied (whichever is applicable)’; and
  - (ii) ‘will come into effect’ in paragraph (a2)(ii) is taken to be ‘will come into effect or has come into effect (whichever is applicable)’.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

### **8.2A Changes to tariffs and charges**

If we vary our standing offer prices and the variation applies to you, we will include details of the variation in your next bill.

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

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

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

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

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

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

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

***This Information applies to New South Wales, Queensland and South Australian customers:***

### **8.6. GST**

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

***This Information applies to Victorian customers:*****8.6 GST**

Amounts specified in the standing offer prices from time to time and other amounts payable under this contract are inclusive of GST.

**9 BILLING****9.1. General**

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

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

**9.2. Calculating the bill**

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

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

**9.3. Estimating the energy usage**

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

***For Victorian customers:***

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

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

***For New South Wales, Queensland and South Australian Customers:*****9.4. Your historical billing information**

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

- (a) 4 times in the previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

#### **9.4A Your electricity (only) consumption information**

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

#### ***For Victorian Customers:***

#### **9.4 Your historical billing information**

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

#### **9.5. Bill smoothing**

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

### **10 PAYING YOUR BILL**

#### **10.1. What you have to pay**

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

#### **10.2. Issue of reminder notices**

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

#### ***For New South Wales, Queensland and South Australian Customers:***

#### **10.3. Difficulties in paying**

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

#### ***For Victorian customers:***

#### **10.3 Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about your entitlements as a Victorian energy customer.

#### **10.4. Late payment fees**

If you have not paid a bill by the *pay-by-date*, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website. This clause does not apply where your premises is located in Victoria.

**For New South Wales, Queensland and South Australian customers:****11 METERS**

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):
  - (i) reading, testing, maintaining, inspecting or altering any *metering* installation at the premises; and
  - (ii) calculating or measuring energy supplied or taken at the premises; and
  - (iii) checking the accuracy of *metered* consumption at the premises; and
  - (iv) replacing *meters*.
- (b) We will use our best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare your bills, consistently with the *metering* rules and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the premises under paragraph (a), we will:
  - (i) comply with all relevant requirements under the energy laws; and
  - (ii) carry or wear official identification; and
  - (iii) show the identification if requested.
- (d) If we propose to replace your electricity *meter* we must give you a notice with the right to elect not to have your *meter* replaced unless:
  - (i) your meter is faulty or sample testing indicates it may become faulty; or
  - (ii) you have requested or agreed to the replacement of your meter.

**For New South Wales, Queensland and South Australian customers:****11A METERS****11A.1 Retailer may arrange retailer planned interruptions (maintenance, repair etc)**

- (a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter.
- (b) If your electricity supply will be affected by a retailer planned interruption arranged by us, and clause 6.3(d)(iii) does not apply:
  - (i) We may seek your explicit consent to the interruption occurring on a specified date; or
  - (ii) We may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or
  - (iii) Otherwise, we will give you at least 4 business days' notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

**11A.2 Your right to information about planned interruptions**

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.
- (b) If you request an explanation in writing we must, within 10 business days of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your distributor, we may refer you to your distributor for more information.

**For Victorian customers:****11 METERS**

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

**12 UNDERCHARGING AND OVERCHARGING****12.1. Undercharging**

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

**12.2. Overcharging**

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 *business days* of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 *business days*.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

**12.3. Reviewing your bill**

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

**For Victorian customers:**

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

**For Electricity customers in Queensland:**

- (b) If you ask us to, we must arrange for a check of the *meter* reading or *metering data* or for a test of the *meter* in reviewing the bill.
- (ba) If we carry out the check or test and –
  - (i) The *meter* proves to be operating correctly or the *metering data* is accurate, we may request that you pay for the cost of the check or
  - (ii) the *meter* proves to be operating incorrectly or the *metering data* is inaccurate, we cannot charge you for the cost of the check or test.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

### **13 SECURITY DEPOSITS**

#### **13.1. Security deposit**

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

#### **13.2. Interest on security deposits**

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

#### **13.3. Use of a security deposit**

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

#### **13.4. Return of security deposit**

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

### **14 DISCONNECTION OF SUPPLY**

***For New South Wales, Queensland and South Australian Customers:***

#### **14.1. When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the *pay-by-date* and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a *security deposit* we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or

- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (f) we are otherwise entitled or required to do so under the Rules or by law.

***For Victorian customers:***

**14.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the pay by date or, if you are a residential customer receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

***For New South Wales, Queensland and South Australian Customers:***

**14.2. Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

***For Victorian customers:***

**14.2 Notice and warning of disconnection**

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

**14.3. When we must not arrange disconnection**

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

***For Victorian customers:***

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

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

***For Victorian customers:***

Paragraph (v) does not apply in Victoria

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

***For Victorian customers:***

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

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

## **15 RECONNECTION AFTER DISCONNECTION**

***For New South Wales, Queensland and South Australian Customers***

- (a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected

***For Victorian customers:***

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

## **16 WRONGFUL AND ILLEGAL USE OF ENERGY**

### **16.1. Use of energy**

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

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

## **17 NOTICES AND BILLS**

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or



- (ii) on the date 2 *business days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18 PRIVACY ACT NOTICE

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

## 19 COMPLAINTS AND DISPUTE RESOLUTION

### 19.1. Complaints

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

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

### 19.2. Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the relevant energy ombudsman scheme, details of which are set out below:

#### **Victoria**

Energy and Water Ombudsman (Victoria)  
GPO Box 469, Melbourne, Victoria 3001  
Freecall (except mobile phones): 1800 500 509  
TTY for hearing impaired customers): 188 500 529  
Web: [www.ewov.com.au](http://www.ewov.com.au)

#### **New South Wales**

Energy and Water Ombudsman of New South Wales  
PO Box K1343, Haymarket, NSW, 1240  
Freecall: 1800 246 545 Web: [www.ewon.com.au](http://www.ewon.com.au)

#### **Queensland**

Energy and Water Ombudsman of Queensland  
PO Box 3640, South Brisbane, Queensland, 4101 Freecall: 1800 662 837  
Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) Web: [www.ewoq.com.au](http://www.ewoq.com.au)

#### **South Australia**

Energy and water Ombudsman SA  
Level 11, 50 Pirie Street, Adelaide SA 5000  
Phone: 1800 665 565  
Web: <http://www.ewosa.com.au/index.php/water/submit-a-complaint>

## 20 FORCE MAJEURE

### 20.1. Effect of force majeure event

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

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

## 20.2. Deemed prompt notice

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

## 20.3. Obligation to overcome or minimise effect of force majeure event

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

## 20.4. Settlement of industrial disputes

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

## 21 APPLICABLE LAW

The laws in force in the state in which your premises are located govern this contract.

## 22 RETAILER OF LAST RESORT EVENT

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

## 23 GENERAL

### 23.1. Our obligations

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

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

### 23.2. Amending this contract

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

#### ***For Victorian customers:***

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

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

## SIMPLIFIED EXPLANATION OF TERMS

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

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

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

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

***For Victorian customers:***

There are no gas customer connection contracts in Victoria.

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

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

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

***For New South Wales, Queensland and South Australian Customers:***

**distributor planned interruption** means an *interruption* for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a *meter* (excluding a *retailer planned interruption*); or
- (c) the installation of a new connection or a connection alteration;

***For Victorian customers:***

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

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

**energy** means electricity or gas;

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

***For Victorian customers:***

In Victoria, **Energy Retail Code** means the Energy Retail Code Version 11 dated 13 October 2014 produced by the Essential Services Commission Victoria and as amended from time to time.

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

***For Victorian customers:***

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

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

***For New South Wales, Queensland and South Australian customers:***

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

**medical confirmation** means certification from a registered medical practitioner of the requirement for *life support equipment* at your premises.

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

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

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

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

**For New South Wales, Queensland and South Australian customers:****retailer planned interruption** means an *interruption* that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the *interruption*; and
- (c) is not an *interruption* which has been planned by your distributor.

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;**For Victorian customers:** in Victoria the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.**Rules** means the National Energy Retail Rules made under the National Energy Retail Law;**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;**small customer** means:

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

**For Victorian customers:**

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

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

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**Fisheries Act 1995**  
FISHERIES NOTICE 2019

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Fisheries Notice under section 152 of the Act:

Dated 23 July 2019

TRAVIS DOWLING  
Chief Executive Officer  
Victorian Fisheries Authority

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**FISHERIES (GIANT CRAB) NOTICE 2019**

**1. Title**

This Notice may be cited as the Fisheries (Giant Crab) Notice 2019.

**2. Objectives**

The objective of this Notice is to fix minimum size limits for male giant crab taken under a Giant Crab Fishery (Western Zone) Access Licence.

**3. Authorising provision**

This Notice is made under section 152 of the Act.

**4. Commencement**

This Notice comes into operation on the day it is published in the Government Gazette and Victorian Fisheries Authority internet site, in accordance with requirements of section 152(5) of the Act.

**5. Revocation**

Unless sooner revoked, this Fisheries Notice is automatically revoked 12 months after the date on which it comes into operation.

**6. Definitions**

In this Fisheries Notice –

‘CEO’ means the Chief Executive Officer of the VFA;

‘giant crab’ means *Pseudocarcinus gigas*;

‘the Act’ means the **Fisheries Act 1995**.

**7. Size limit for male giant crab**

For the purposes of the Act, the minimum size for male giant crab –

- (a) taken or purportedly taken under a Giant Crab Fishery (Western Zone) Access Licence; or
- (b) possessed by the holder of a Giant Crab Fishery (Western Zone) Access Licence or a person acting under the licence; or
- (c) onboard or landed from a boat permitted to be used under a Giant Crab Fishery (Western Zone) Access Licence under section 39(3) of the Act –

is 140 mm.

Note:

- 1. There are offences in sections 68A and 68B of the Act relating to taking or possessing fish of a species that are less than the minimum size specified for that species of fish in a Fisheries Notice. Various penalties apply.
- 2. Regulation 368 of the Fisheries Regulations 2009 prescribes the method for measuring giant crab.

**8. Application to fisheries reserves**

For the purposes of section 152(4) of the Act, this notice applies to all fisheries reserves.

Note: Section 152(3) of the Act provides that if a Fisheries Notice is inconsistent with any regulations, management plan, Ministerial direction, licence or permit, the Fisheries Notice prevails to the extent of the inconsistency.

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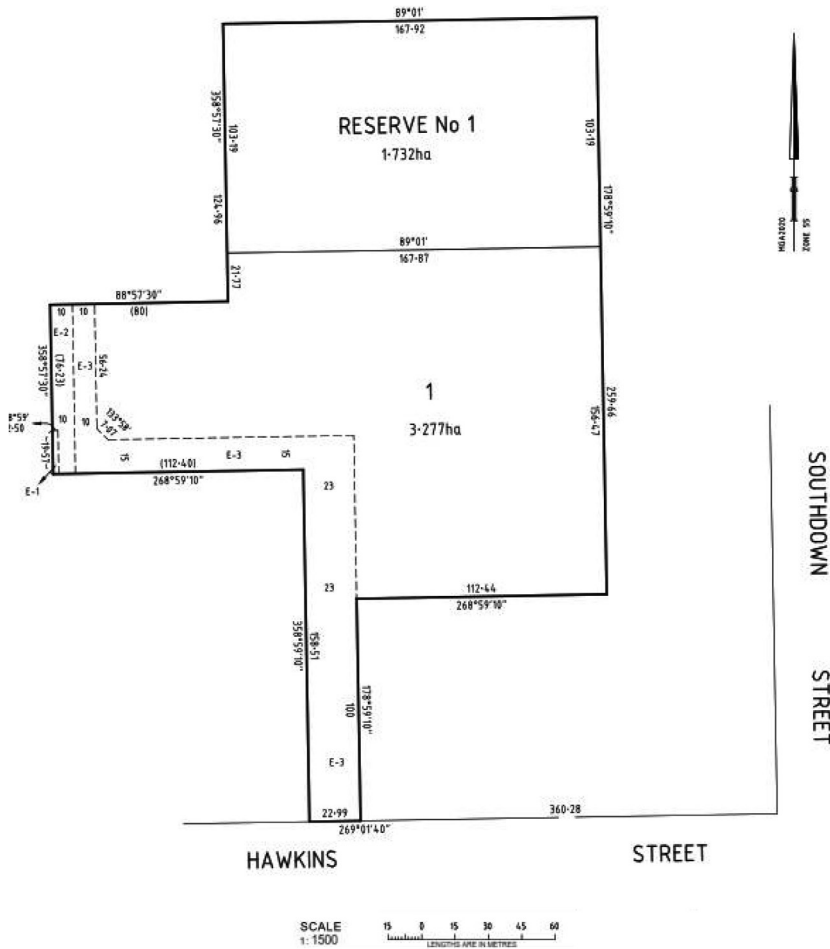
**Land Acquisition and Compensation Act 1986**  
**FORM 7**

Sch. 2  
 S. 21(a)  
 Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Greater Shepparton City Council declares that by this notice it acquires the following interest in the land described as part of Lot 1 on Plan of Subdivision 400876B, being part of the land contained in Certificate of Title Volume 10288 Folio 612 and shown as 'Reserve No. 1' on the below plan.



**Interest(s) acquired:** That of Gemdote Pty Ltd (ACN 072 820 896) and all other interests.

Published with the authority of the Greater Shepparton City Council.

For and on behalf of the Greater Shepparton City Council

Signed CHRISTOPHER KING TEITZEL

Name Christopher King Teitzel,  
 Acting Chief Executive Officer

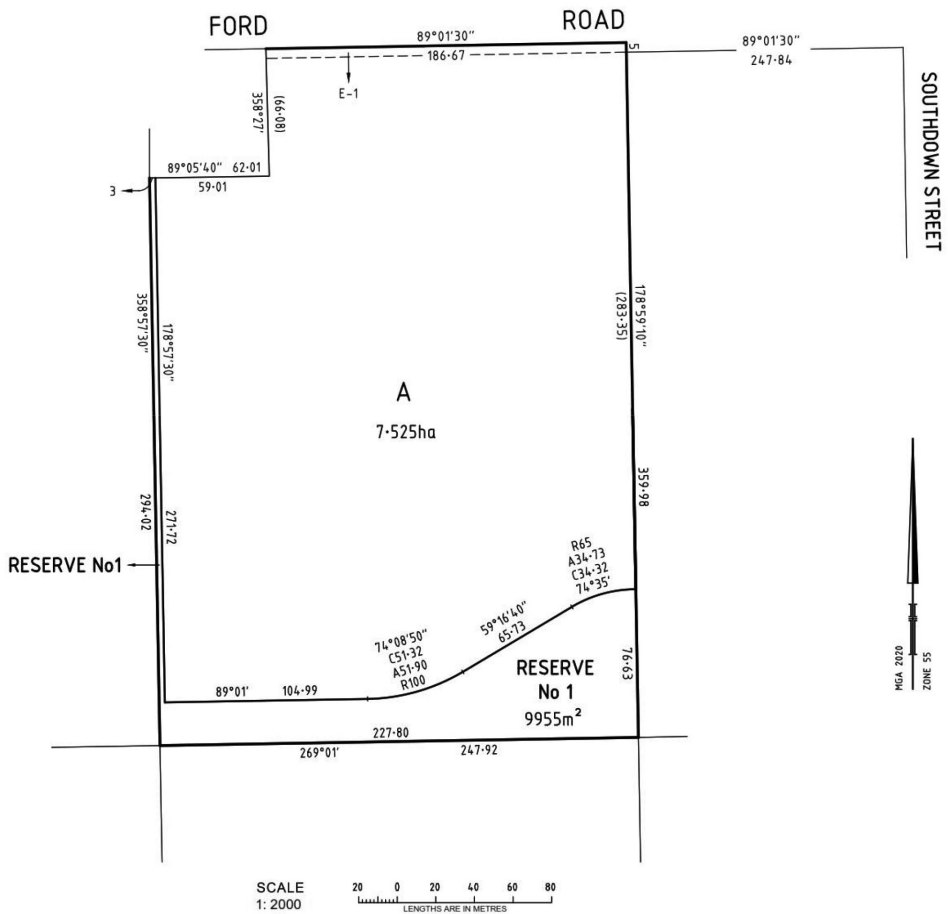
Date 29 July 2019

**Land Acquisition and Compensation Act 1986**  
**FORM 7**

Sch. 2  
 S. 21(a)  
 Reg. 16

**Notice of Acquisition**  
**Compulsory Acquisition of Interest in Land**

The Greater Shepparton City Council declares that by this notice it acquires the following interest in the land described as part of Lot 2 on Plan of Subdivision 807313F, being part of the land contained in Certificate of Title Volume 12032 Folio 621, shown as 'Reserve No. 1' on the below plan.



**Interest(s) acquired:** That of The Vines (Shepparton) Pty Ltd (ACN 614 171 827) and all other interests.

Published with the authority of the Greater Shepparton City Council.

For and on behalf of the Greater Shepparton City Council

Signed CHRISTOPHER KING TEITZEL

Name Christopher King Teitzel,  
 Acting Chief Executive Officer

Dated 29 July 2019

**Liquor Control Reform Act 1998****LIQUOR LICENSING POLL****Ocean 13 Club**

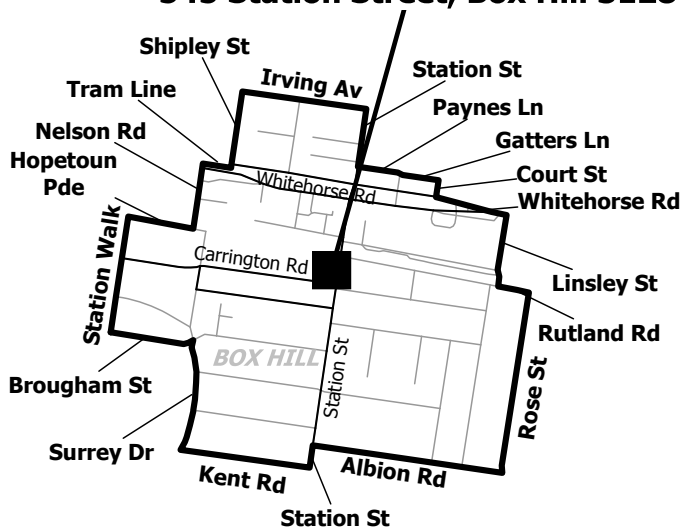
Level 2, Sky One Retail Precinct, 545 Station Street, Box Hill

A poll will be held in September 2019 for a late night on-premises liquor licence application for Ocean 13 Club, Level 2, Sky One Retail Precinct, 545 Station Street, Box Hill. The poll is required as the application is for a late night on-premises licence in a 'dry area'. You will need to vote if you are enrolled in the neighbourhood surrounding the premises.

**1. The neighbourhood**

The Ocean 13 Club poll is within the following boundaries:

**Ocean 13 Club  
Level 2, Sky One Retail Precinct,  
545 Station Street, Box Hill 3128**

**2. Voting 'Yes' or 'No'**

You will be asked to vote 'yes' or 'no' on the following resolution:

'That a late night on-premises liquor licence be granted in the neighbourhood of the premises situated at Level 2, Sky One Retail Precinct, 545 Station Street, Box Hill.'

**3. Voting is compulsory**

Voting is compulsory for anyone who resides in the designated neighbourhood and was on the State electoral roll at 5.00 pm on Friday 5 July.

Enrolled residents may be fined if they do not vote – this includes homeowners and tenants.

**4. Postal voting – look out for your ballot pack**

The poll will be conducted entirely by post. Ballot papers will be mailed to all eligible electors on Tuesday 13 August. Completed ballot papers must reach the VEC by 5.00 pm on Wednesday 4 September to be included in the count.

**5. Early voting**

Please call 131 832 to arrange an early postal vote if you will be away when ballot packs are mailed.

PHILLIPPA HESKETT  
Election Manager

The Victorian Electoral Commission is conducting this poll on behalf of the Victorian Commission for Gambling and Liquor Regulation.



**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Healesville–Koo Wee Rup Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Healesville–Koo Wee Rup Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Lathams Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Lathams Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Hallam North Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Hallam North Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Narre Warren Cranbourne Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Narre Warren Cranbourne Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Pound Road West Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Pound Road West Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Golf Links Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Golf Links Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Childs Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Childs Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Sunbury Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Sunbury Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Epping Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Epping Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Bridge Inn Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Bridge Inn Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Craigieburn Road Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Craigieburn Road Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

DECLARATION OF A MAJOR TRANSPORT PROJECT

I, Daniel Andrews, Premier of the State of Victoria, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** declare Fitzsimons Lane Upgrade to be a declared project to which the Act (other than Parts 3 and 8) applies.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Major Transport Projects Facilitation Act 2009**

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

I, Daniel Andrews, Premier of the State of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint Jacinta Allan, Minister for Transport Infrastructure, to be the Project Minister for the Fitzsimons Lane Upgrade.

This notice is effective from the date of publication in the Government Gazette.

Dated 23 July 2019

HON. DANIEL ANDREWS MLA  
Premier of Victoria

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**Partnership Act 1958**

## SECTION 114

I, Sam Jenkin, Director of Consumer Affairs Victoria, give notice that, pursuant to section 114 of the **Partnership Act 1958**, the incorporation of the Incorporated Limited Partnerships mentioned below is hereby cancelled.

Starfish Management Partnership I LP; Starfish Technology Fund I LP; Next Capital II, LP; Next Capital II Management Partners, LP

Dated 1 August 2019

SAM JENKIN  
Director  
Consumer Affairs Victoria

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**Subordinate Legislation Act 1994**

## NOTICE OF MAKING OF LEGISLATIVE INSTRUMENT

Notice is hereby given under section 16A(2) of the **Subordinate Legislation Act 1994** of the making of the Greyhound Racing Victoria Rules (the Rules) incorporating amendments to the Greyhound Racing Victoria Local Rules.

These rules come into effect on 1 August 2019 and are available at: [www.greyhoundcare.grv.org.au/rules-of-racing/](http://www.greyhoundcare.grv.org.au/rules-of-racing/)

A hard copy of these rules can also be obtained by contacting: Greyhound Racing Victoria, 46–50 Chetwynd Street, West Melbourne, Victoria 3003.

ALAN CLAYTON  
Chief Executive Officer  
Greyhound Racing Victoria

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**Subordinate Legislation Act 1994**

## NOTICE OF PREPARATION OF REGULATORY IMPACT STATEMENT

## Building Amendment (Swimming Pool and Spa) Regulations 2019

Notice is given under section 11 of the **Subordinate Legislation Act 1994** that a Regulatory Impact Statement (RIS) has been prepared in relation to the Building Amendment (Swimming Pool and Spa) Regulations 2019. The proposed Regulations are to be made under the **Building Act 1993**. Public comment is invited.

**Reason for and objectives of the proposed Regulations**

The proposed Regulations are intended to introduce a new regulatory scheme for private swimming pools and spas.

The objectives of the proposed Regulations are:

- to prescribe requirements in relation to the registration of swimming pools and spas by the relevant council;
- to establish a scheme of periodic mandatory inspection and certification of compliance or non-compliance of swimming pool and spa barriers by swimming pool and spa inspectors;
- to specify the maximum fees for the registration and lodgement of documents relating to swimming pools and spas.

**Summary of the results of the RIS**

The RIS assesses the costs and benefits of the proposed Regulations and alternative options. The RIS concludes that the proposed Regulations are the best means of meeting the objectives of the Regulations and achieving the broader policy intent of reducing drowning incidents of young children in private pools and spas. The proposed Regulations set out the requirements and procedures for the registration, inspection and certification of private pools and spas. In addition, the RIS also discusses the maximum fees that councils may charge for certain functions under the scheme.

**Invitation for public comment**

Submissions on the RIS and the proposed Regulations are invited and must be received no later than 5.00 pm on Friday 6 September 2019. All submissions received will be considered before the proposed Regulations are made. All submissions will be treated as a public document subject to the **Freedom of Information Act 1982** and copies will be provided to the Scrutiny of Acts and Regulations Committee of Parliament in accordance with the **Subordinate Legislation Act 1994**. Submissions may be published on the Department's website unless privacy is requested by submitters.

The preferred method of receiving submissions is via an online form or via an electronic submission on the Engage Victoria website. Alternatively, submissions can be sent to the email address set out below. Submissions may also be received by post, marked 'Swimming Pool Regulations RIS 2019' and addressed to:

Director, Building  
Department of Environment, Land, Water and Planning  
PO Box 500  
East Melbourne, Victoria 8002.

**Availability of the RIS and proposed Regulations**

A copy of the RIS and proposed Regulations may be obtained:

- by visiting the Engage Victoria website at <https://engage.vic.gov.au/new-safety-standards-private-swimming-pools-and-spas>
- by emailing [building.policy@delwp.vic.gov.au](mailto:building.policy@delwp.vic.gov.au)
- by phoning the Victorian Government Contact Centre on 1300 366 356.

HON. RICHARD WYNNE MP  
Minister for Planning

**Water Act 1989**

## GOULBURN–MURRAY WATER CONNECTIONS PROJECT

## Notice of Adoption of a Reconfiguration Plan

## TO03 RP03

On 24 July 2019, the Connections Reconfiguration Committee, being a committee established by Goulburn–Murray Water under the **Water Act 1989**, determined to adopt Reconfiguration Plan TO03 RP03.

A copy of the Reconfiguration Plan map can be inspected, free of charge, at the Goulburn–Murray Water website at [www.connectionsproject.com.au](http://www.connectionsproject.com.au) and free of charge, during office hours, at the offices of the Goulburn–Murray Water Connections Project, 55 Welsford Street, Shepparton.

FRANK FISSELER  
Project Director  
Connections Project  
Goulburn–Murray Water



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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 TIMG Bookshop, Level 10, 575 Bourke Street, Melbourne 3000, on the date specified:

66. *Statutory Rule:* Racing (Integrity and Disciplinary Structures) Regulations 2019

*Authorising Act:* Racing Act 1958

*Date first obtainable:* 31 July 2019

*Code A*

67. *Statutory Rule:* Heavy Vehicle National Law Application (Infringements) Amendment Regulations 2019

*Authorising Act:* Heavy Vehicle National Law Application Act 2013

*Date first obtainable:* 31 July 2019

*Code A*

68. *Statutory Rule:* Melbourne City Link Regulations 2019

*Authorising Act:* Melbourne City Link Act 1995

*Date first obtainable:* 31 July 2019

*Code B*

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