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GENERAL

TABLE OF PROVISIONS

Private Advertisements		Nicholas O'Donohue & Co.	1550
Commonwealth Electoral Act 1918 – High Court Challenge		Osborne & Osborne Pty Ltd	1550
seat of Chisholm election 2019		Pearce Webster Dugdales	1550
No. M98 of 2019	1501	Rennick & Gaynor	1550
seat of Kooyong election 2019		Stidston Warren Lawyers	1551
No. S237 of 2019	1523	T. J. Mulvany & Co.	1551
seat of Kooyong election 2019		Tucker Partners	1551
No. M96 of 2019	1545	Sales by the Sheriff	
Dissolution of Partnership		Ananthamenan Murugiah	1551
Kandu Preventative Maintenance	1547	Government and Outer Budget Sector Agencies Notices	1552
Estates of Deceased Persons		Orders in Council	1660
A. B. Natoli Pty	1547	Crown Land (Reserves)	
Alphastream Lawyers	1547		
Arthur J. Dines & Co.	1547		
Aughtersons	1547		
Basile & Co. Pty Ltd	1547		
Beaumaris Law	1547		
Brendan Holland & Michael Cahir	1548		
Bullards	1548		
De Marco Lawyers	1548		
E. P. Johnson & Davies	1548		
Equity Trustees Wealth Services Limited	1548		
Joliman Lawyers	1549		
Kelly & Chapman	1549		
Kingston Lawyers Pty Ltd	1549		
Lorraine Jones & Associates	1549		
Maddens Lawyers	1549		
Mahons with Yuncken & Yuncken	1549		

Advertisers Please Note

As from 8 August 2019

The last Special Gazette was No. 315 dated 7 August 2019.

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

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-

PRIVATE ADVERTISEMENTS

HIGH COURT RULES 2004

HIGH COURT PROCEEDING CHALLENGING 18 MAY 2019 ELECTION
OF THE MEMBER OF THE HOUSE OF REPRESENTATIVES
FOR THE ELECTORAL DIVISION OF CHISHOLM

The following Election Petition was filed in The High Court of Australia Melbourne Registry on 31 July 2019. Pursuant to Rule 30.02.1 of the High Court Rules 2004 a copy of the petition is published below.

IN THE HIGH COURT OF AUSTRALIA
SITTING AS THE COURT OF DISPUTED RETURNS
MELBOURNE REGISTRY

No. M98 of 2019

BETWEEN:

Naomi Leslie Hall

Petitioner

and

Gladys Liu

Respondent

ELECTION PETITION

This petition concerns the election for Chisholm in the election for the House of Representatives held on 18 May 2019.

Return of writ

The writ for the election was returned on 21 June 2019.

Entitlement to file this petition

The petitioner is entitled to file this petition because she was a person qualified to vote at the election in dispute.

Statement of facts**The election in dispute**

1. Writs were issued for the general election of Members to the House of Representatives for the 46th Parliament of Australia (**Election**), including the election for Chisholm (**Chisholm Election**), on 11 April 2019.
2. The rolls for the Election were closed on 18 April 2019 (**Close of Rolls**).
3. Pre-poll voting for the Election commenced on 29 April 2019.
4. Polling day for the Election was 18 May 2019 (**Polling Day**).
5. The writ for the Chisholm Election was returned on 21 June 2019.
6. The relevant period in relation to the Chisholm Election was the period commencing on 11 April 2019 and expiring at 6pm, AEST, on Polling Day, being the latest time on Polling Day at which an elector in Chisholm could enter a polling booth for the purpose of casting a vote (**Relevant Period**).

The Australian Electoral Commission

7. The Australian Electoral Commission (AEC) is an independent statutory authority of the Commonwealth of Australia.
8. The AEC states, on its website, that its purpose is to *'Maintain an impartial and independent electoral system for eligible voters through active electoral roll management, efficient delivery of polling services and targeted education and public awareness programs'*. The AEC's functions and powers are set out in section 7 of the **Commonwealth Electoral Act 1918** (Cth) (the **Act**).

9. During the Relevant Period, the AEC used a purple and white colour scheme on its official materials, including but not limited to its website www.aec.gov.au, its published Official Guide to the Election, and signs and banners displayed at polling and pre-polling booths.
10. On Polling Day, the AEC had signs and/or banners displayed at the entrance(s) to a polling place. An example is shown in the photograph reproduced at Annexure A. (Also shown in that photograph is an image of a corflute (**Corflute**), affixed to a fence immediately to the left of the AEC banner.)

The Divisions of Chisholm and Kooyong

Chisholm

11. The Division of Chisholm is located in Melbourne's eastern suburbs. It covers an area of approximately 65 sq km stretching from Chadstone, and Ashwood in the west to Glen Waverley in the east, and from Box Hill North and Blackburn North in the north to Mount Waverley in the south. Chisholm suburbs include Ashwood, Blackburn, Blackburn South, Box Hill, Box Hill North, Box Hill South, Burwood, Burwood East, Chadstone, Forest Hill, Glen Waverley, Mount Waverley, Nunawading and Surrey Hills (part). Reproduced at Annexure B is a map for the Division of Chisholm at the Election.
12. The candidates for Chisholm at the Election were:
 - a. DOBBY, Ian (Independent)
 - b. DORIAN, Angela Mary (Rise Up Australia Party)
 - c. ARTHUR, Luke (The Greens (Vic.))
 - d. LIU, Gladys (Liberal)
 - e. LAVIN, Rosemary (Animal Justice Party)
 - f. WICKS, Anne (Derryn Hinch's Justice Party)
 - g. ZORAYA, George (United Australia Party)
 - h. YANG, Jennifer (Australian Labor Party)
 - i. JENKINS, Philip (Labour DLP)
13. LIU was born in Hong Kong, and is a fluent speaker of Mandarin. YANG was born in Taiwan.
14. There were a number of media reports commenting on the fact that, should either LIU or YANG win, that person would be the first Chinese Australian Member of Parliament.
15. Both LIU and YANG campaigned in Mandarin and/or Cantonese, including by participating in the first electoral debate to be held in both Mandarin and English.
16. The polling places for Chisholm at the Election are set out in Annexure C.

Kooyong

17. The Division of Kooyong is located in Melbourne's eastern suburbs. It covers an area of approximately 55 sq km stretching from Kew and Hawthorn in the west to Balwyn and Canterbury in the east, and from Balwyn North in the north to Hawthorn East and Camberwell in the south. Kooyong suburbs include Balwyn, Balwyn North, Camberwell, Canterbury, Deepdene, Hawthorn, Hawthorn East, Kew, Kew East, Mont Albert, Mont Albert North and Surrey Hills (part). Reproduced at Annexure D is a map for the Division of Kooyong at the Election.
18. The candidates for the Kooyong Election were:
 - a. D'ELIA, Steven (United Australia Party);
 - b. YATES, Oliver (Independent);
 - c. ZUBAC, Angelina (Independent);
 - d. FRYDENBERG, Joshua (Liberal);
 - e. STEWART, Jana (Australian Labor Party);
 - f. HINKLEY, Davina (Animal Justice Party);

- g. BURNSIDE, Julian (The Greens (Vic.)); and
- h. CHANDLER, Bill (Independent).

19. The polling places for Kooyong at the Election are set out in Annexure E.

Shared boundaries

20. The Division of Chisholm and the Division of Kooyong are adjacent to one another.

Demographic characteristics of Chisholm and of Kooyong

- 21. The Division of Chisholm has a higher percentage of residents (compared to the remainder of Greater Melbourne, Victoria and Australia) who speak Mandarin or Cantonese at home and, accordingly, are likely to read Chinese.
- 22. The Division of Kooyong has a higher percentage of residents (compared to the remainder of Greater Melbourne, Victoria and Australia) who speak Mandarin or Cantonese at home and, accordingly, are likely to read Chinese.
- 23. The 2016 census conducted by the Australian Bureau of Statistics (ABS) recorded the following data for the Division of Chisholm:

Characteristic	Percentage	Raw data
Total population	N/A	164,433
Language other than English spoken at home (Mandarin)	15.6%	25,717
Language other than English spoken at home (Cantonese)	4.8%	7,927
Country of birth – China [excludes SARs, of which Hong Kong is one, and Taiwan]	14.2%	23,313
Country of birth of mother – China	17.4%	28,605
Country of birth of father – China	17.4%	28,581
Ancestry – China	19.7%	40,883

24. The 2016 census conducted by the ABS recorded the following data for the Division of Kooyong:

Characteristic	Percentage	Raw data
Total population	N/A	127,993
Language other than English spoken at home (Mandarin)	8.6%	12,517
Language other than English spoken at home (Cantonese)	3.2%	4,605
Country of birth – China [excludes SARs, of which Hong Kong is one, and Taiwan]	6.9%	10,064
Country of birth of mother – China	9.5%	13,825
Country of birth of father – China	9.6%	13,936
Ancestry – China	11.6%	22,810

- 25. The Greater Melbourne statistical area for the 2016 Census extends across the urban area of the city, from Bacchus Marsh/Werribee in the west to Warburton and Koo Wee Rup in the east and from Lancefield in the north to Shoreham in the south. It includes the Divisions of Chisholm and Kooyong.
- 26. The 2016 census conducted by the ABS recorded the following data for Greater Melbourne, Victoria and Australia:

Characteristic	Greater Melbourne	Victoria	Australia
Total population	4,485,211	5,926,624	23,401,892
Language other than English spoken at home (Mandarin)	4.1%	3.2%	2.5%
Language other than English spoken at home (Cantonese)	1.7%	1.3%	1.2%

27. The trend in the Division of Chisholm, since at least 2006, has been for an increase in the number of individuals who speak Mandarin or Cantonese at home, both in absolute numbers and in percentages.
28. The petitioner is not aware of any matter likely to have caused a deviation in the above trend in the Division of Chisholm, in the period from 10 May 2016 (**Census Day for 2016**) to Close of Rolls.
29. The trend in the Division of Kooyong, since at least 2006, has been for an increase in the number of individuals who speak Mandarin or Cantonese at home, both in absolute numbers and in percentages.
30. The petitioner is not aware of any matter likely to have caused a deviation in the above trend in the Division of Kooyong, in the period from Census Day for 2016 to Close of Rolls.

Voting on Polling Day

31. On Polling Day, an elector enrolled to vote for Chisholm was able to vote:
- at a polling place for Chisholm; or
 - by making an absentee vote at any polling place in the State of Victoria (including any polling place for Kooyong).
32. The ballot paper for the Chisholm Election:
- was green; and
 - had the word 'Liberal' underneath the name of Liu.

The characteristics of the Corflutes and its publication

33. The Corflute displays white and purple Chinese characters on a purple and white background.
34. The Corflute uses the same colour scheme as was used by the AEC during the Relevant Period.
35. Translated in English, the Corflute reads:
*'Correct voting method
 On the green ballot paper, put 1 next to the Liberal Party candidate
 And in the other boxes, fill in the numbers in sequence, from small to big'*
 or alternatively:
*'The right way to vote:
 On the green ballot paper
 fill in 1 next to the candidate of Liberal Party
 and fill in the numbers from smallest to largest
 in the rest of the boxes'*
 or alternatively:
*'The correct way to vote:
 Fill in 1 next to the Liberal Party candidate on the green ballot and fill in
 numbers from small to large successively in other boxes'*
 Certified translations of the Corflute are at Annexure F.
36. The Corflute could be understood by both Mandarin and Cantonese speakers.

37. The Corflute also included the following English text, which was printed in very small font, white in colour, on a background of a purple stripe at the bottom: *'Authorised by Simon Frost, Registered Officer of the Liberal Party of Australia (Victoria Division), 104 Exhibition Street, Melbourne, Victoria, 3000'* (the **Authorisation**).
38. Simon Frost was:
 - a. Acting State Director of the Liberal Party of Australia (Victorian Division); and
 - b. the registered officer of the Liberal Party of Australia (Victorian Division) for the purposes of the Act.
39. The Corflute does not display the name or image of any candidate for Chisholm.
40. The Corflute does not, in fact, display the name of any candidate for the Election.
41. The Corflute does not display:
 - a. the colour blue, which has been used for a number of years by the Liberal Party in connection with elections (including federal elections for Victorian Divisions), for example by having Liberal Party volunteers wear blue t-shirts and by using blue on 'how to vote' cards, and which was used by the Liberal Party at the Election (including at the Chisholm Election); or
 - b. the logo registered for the Liberal Party of Australia (Victorian Division), being a composite image of the Australian flag and the word 'LIBERAL'; or
 - c. the words 'Liberal' or 'Liberal Party' (save for 'Liberal' as it appears in the middle of the text in Chinese characters, and save for the Authorisation); or
 - d. any references to policies or to campaign slogans of LIU and/or of the Liberal Party.
42. The Corflute was substantially different from other material promoting LIU and/or the Liberal Party at polling places for Chisholm on Polling Day (or at any time during the Relevant Period).
43. The Corflute was:
 - a. printed;
 - b. distributed to volunteers, agents or employees of the Liberal Party for the purpose of being displayed at polling places on Polling Day;
 - c. published, including by being affixed (for example, to fences) and/or otherwise displayed at the entrances to polling places on Polling Day, including immediately adjacent to banners of the AEC (the **Publication Conduct**);(jointly and severally, the **Conduct**).
44. The Publication Conduct occurred in Chisholm.

Particulars

The Corflute was published at least at the following polling places:

- i. Ashwood;
- ii. Bennettswood;
- iii. Blackburn Lake;
- iv. Blackburn North;
- v. Blackburn North Chisholm PPVC;
- vi. Blackburn South;
- vii. Blackburn Upper;
- viii. Blackburn West;
- ix. Box Hill;
- x. Box Hill Central;
- xi. Box Hill South;

- xii. Camelot;
- xiii. Elgar Park (Chisholm);
- xiv. Essex Heights;
- xv. Highvale;
- xvi. Kerrimuir;
- xvii. Koonung Heights (Chisholm);
- xviii. Laburnum;
- xix. Manooka;
- xx. Mount Waverley;
- xxi. Mount Waverley PPVC;
- xxii. Mount Waverley South (Chisholm);
- xxiii. Springview;
- xxiv. Surrey Hills (Chisholm);
- xxv. Syndal South;
- xxvi. Tally Ho;
- xxvii. The Glen;
- xxviii. Tyne;
- xxix. Wattle Park.

Further particulars may be provided prior to hearing.

45. The Publication Conduct also occurred in Kooyong.

Particulars

The Corflute was published at least at the following polling places:

- i. Balwyn;
- ii. Boroondara;
- iii. Canterbury North;
- iv. Canterbury South;
- v. Cotham;
- vi. Deepdene;
- vii. Greythorn;
- viii. Kew;
- ix. Kew East;
- x. Kew South;
- xi. Koonung Heights (Kooyong);
- xii. Mont Albert;
- xiii. Studley Park.

Further particulars may be provided prior to hearing.

LIU

46. LIU:

- a. was the candidate for the Liberal Party at the Chisholm Election;
- b. was elected as the Member for Chisholm.

47. On Polling Day, LIU:

- a. attended polling places in Chisholm at which the Corflutes were displayed;
- b. at a polling place in Chisholm, was filmed standing to the right of a Corflute;
- c. was questioned about the Corflutes by a journalist and responded that they were 'good sign[s]' and had '*been approved and authorised by the state director of the Liberal party*'; and

- d. omitted to take any action in relation to the Corflutes.
48. By reason of the matters at paragraphs 43, 44 and 47 above, LIU:
- a. caused, permitted or authorized the Corflute to be published, alternatively to continue to be published (the **LIU Conduct**); and
 - b. had knowledge of the Publication Conduct.

The Corflute was likely to mislead or deceive

49. The Corflute was likely to mislead or deceive an elector in relation to the casting of a vote at the Chisholm Election, including by misleading the elector to think that:
- a. in order to cast a valid vote, the number '1' had to be placed in the box on the green ballot paper that was next to the Liberal candidate; and/or
 - b. in order to cast a valid vote, the instructions on the Corflute should be followed; and/or
 - c. the official instructions of the AEC were that the number '1' had to be placed in the box on the green ballot paper that was next to the Liberal candidate; and/or
 - d. the official instructions of the AEC were that electors should cast votes as indicated on the Corflute; and/or
 - e. the Corflute was an official AEC publication.

Illegal practice

50. Each of the following was an illegal practice within the meaning of s 352 of the Act:
- a. the Conduct;
 - b. the Publication Conduct;
 - c. the LIU Conduct
- (collectively, the **Illegal Practices**).

The AEC refuses to act

51. On Polling Day, a number of complaints were made to the AEC about the Publication Conduct.
52. On Polling Day, the AEC refused to take action in relation to the Corflutes.

Electoral results

53. The system of preferential voting for the Chisholm Election operated as follows:
- a. Each number '1' vote was counted by the AEC for each candidate (**First Preference Vote Count**).
 - b. If a candidate received more than half of the total first preference votes, that candidate would be elected.
 - c. If no candidate received more than half of the votes, the candidate with the fewest votes was excluded (**First Excluded Candidate**).
 - d. The votes for the First Excluded Candidate were transferred to the other candidates according to the second preferences of electors on the ballot paper for the First Excluded Candidate.
 - e. If still no candidate had more than half of the votes, the candidate who then had the fewest votes was excluded and the votes were transferred according to the next preference shown.
 - f. The process of excluding candidates continued until one candidate had more than half of the total number of formal votes and was elected (**Two Candidate Preferred Result**).
54. The First Preference Vote Count for the Chisholm Election, as published by the AEC, is reproduced in Annexure G.

55. The First Preference Vote Count for the Chisholm Election by polling places is published by the AEC on its website, and particulars can thereby be obtained.
56. LIU was not elected at the First Preference Vote Count.
57. The Two Candidate Preferred Result for the Chisholm Election, as published by the AEC, is reproduced at Annexure H. It shows that LIU was '*Elected*'.
58. The Two Candidate Preferred Result for the Chisholm Election by polling places is published by the AEC on its website, and particulars can thereby be obtained.
59. The total numbers of ordinary and absent votes for Chisholm were 76,561 and 4,885, of which 72,984 and 4,583 respectively were formal votes.
60. LIU received 31,445 ordinary votes and 1,687 absent votes. YANG received 25,735 ordinary votes and 1,349 absent votes.

Section 362(3) of the Act

Application of the subsection

61. It is to be inferred that the Conduct, and particularly the Publication Conduct, was done with the knowledge or authority of the candidate LIU, within the meaning of section 362(3)(a) of the Act.
62. The LIU Conduct was done with the knowledge or authority of the candidate LIU, within the meaning of section 362(3)(a) of the Act.

Relevant matters should the subsection apply

63. By reason of the matters in paragraphs 21–30 above, it is to be inferred that a significant number of electors in the Chisholm Election were able to read Chinese writing, or knew someone (for example, a family member) able to do so.
64. By reason of the matters in paragraphs 31 and 33–45 above, it is to be inferred that the Corflute was read by persons (including electors for the Chisholm Election) who attended at relevant polling places and who were able to read Chinese writing.
65. Further, it is to be inferred, from the occurrence of the Conduct, the Publication Conduct and the LIU Conduct, that Simon Frost and/or LIU and/or other persons associated with the Liberal Party considered that the demographics of Chisholm warranted engaging in that conduct, for the purpose of affecting the result of the Chisholm Election.
66. In the premises, it is likely that ordinary and absentee votes in the Chisholm Election were cast by electors who:
 - a. were able to and did read the Chinese writing on the Corflute; or
 - b. were told, by someone (for example, a family member) who was able to and did read the Chinese writing on the Corflute (whether or not that person was an elector in the Chisholm Election), what was there stated in Chinese writing; and
 - c. as a consequence:
 - i. wrote '1' on the ballot paper for LIU, notwithstanding that such was not the vote that they otherwise intended to cast;
 - ii. directed their first and other preferences in a way that they otherwise would not have done

(the Directed Votes).

67. A Directed Vote counted towards LIU's First Preference Count, with the result that:
 - a. the elector's second preferences and onwards were not counted in the Chisholm Election; and
 - b. had it been the elector's intention to direct his or her first preference to a candidate other than LIU, that intention was not realised.
68. The Two Candidate Preferred Result is likely to have been affected by one or more of the Illegal Practices.

69. Having regard to the demographics of Chisholm, including the trend since at least 2006 of increasing absolute numbers and percentages of Mandarin and Cantonese speakers, the result of the Chisholm Election is likely to have been affected by one or more of the Illegal Practices.
70. In particular, but without detracting:
- a. if 546 (or more) electors had voted '1' for YANG instead of '1' for LIU (and the vote was otherwise valid), then YANG would have been elected;
 - b. YANG would also have been elected if 546 (or more) electors had not voted '1' for Liu but had voted '1' for another candidate at the Chisholm Election (and the vote was otherwise valid), and the second preference or any later preference had been transferred to YANG.
71. In the premises, it is just that LIU should be declared not duly elected and/or that the Chisholm Election should be declared void.

Relief

The petitioner asks the Court to make the following orders:

- (a) A declaration that the Conduct was an illegal practice.
- (b) Additionally or alternatively to (a), a declaration that the Publication Conduct was an illegal practice.
- (c) Additionally or alternatively to (a) and (b), a declaration that the Publication Conduct in Chisholm was an illegal practice.
- (d) A declaration that the LIU Conduct was an illegal practice.
- (e) A declaration that Simon Frost committed an illegal practice.
- (f) A declaration that LIU committed an illegal practice.
- (g) A declaration that LIU was not duly elected.
- (h) Additionally or alternatively to (g), a declaration that the Chisholm Election is absolutely void.
- (i) The Respondent pay the petitioner's costs.
- (j) Alternatively to (i), the Commonwealth pay the petitioner's costs.

Dated 31 July 2019

Naomi Leslie Hall

in the presence of:

Witness

Name:

Occupation:

Address:

Witness

Name:

Occupation:

Address:

To: Gladys Liu
The Respondent
Level 1, 140 Burwood Highway
Burwood, Victoria 3125

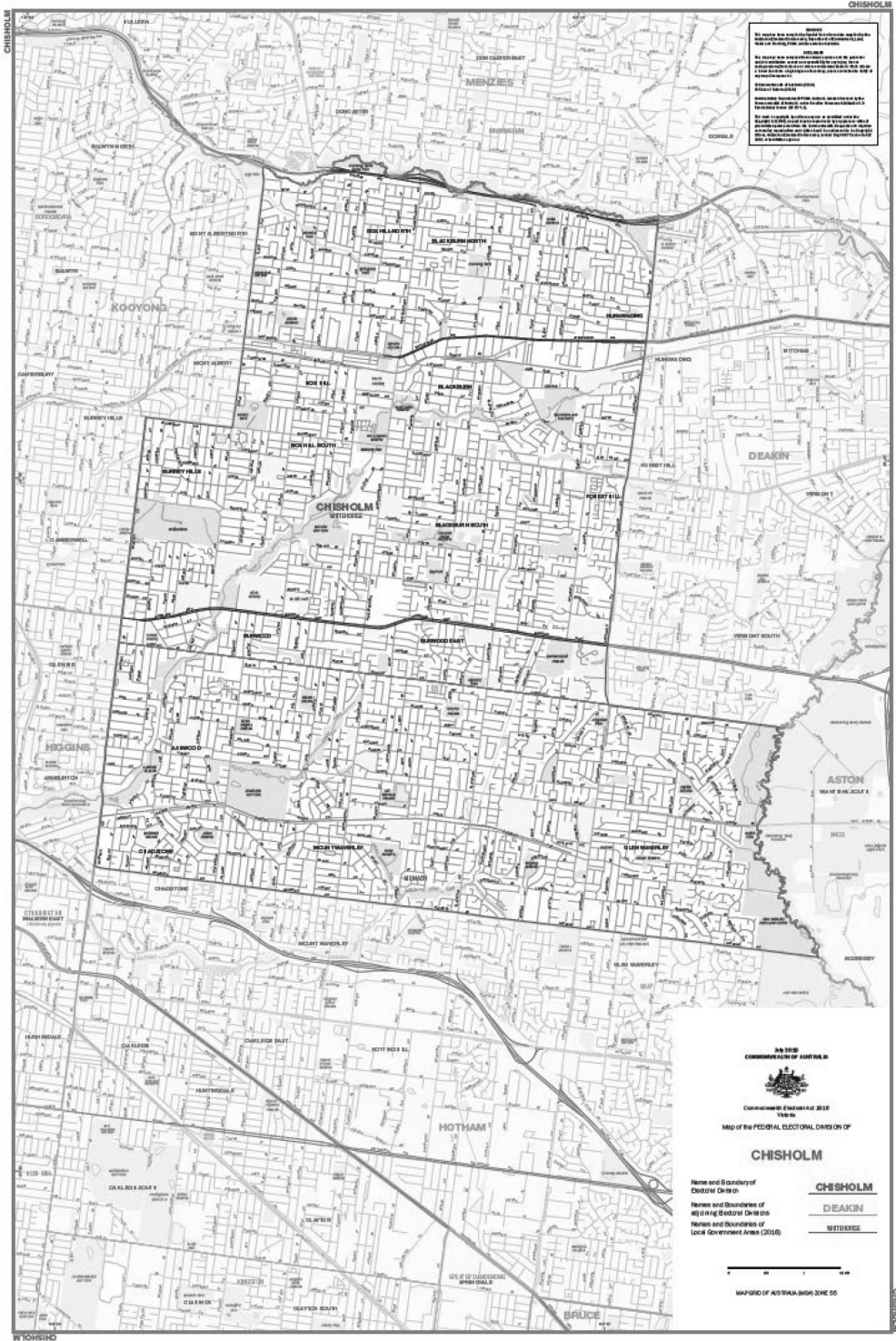
The petitioner's address for service is c/o Marque Lawyers, Level 4, 343 George Street, Sydney, NSW 2000.

Annexure A



Photograph by Maryam Williams, captured at Tally Ho polling place, Burwood East Primary School.

Annexure B Map of Chisholm



Annexure C
Chisholm Polling Places

Polling place	Street address
Ashwood	Ashwood High School, 50 Vannam Drive, Ashwood, Victoria 3147
Bennettswood	St Scholastica's Primary School, 4–8 Starling Street, Burwood, Victoria 3125
Blackburn	Field Naturalists Hall, 1 Gardenia Street, Blackburn, Victoria 3130
Blackburn Lake	Blackburn Lake Primary School, Florence Street, Blackburn, Victoria 3130
Blackburn North	Blackburn Primary School, 185 Surrey Road, Blackburn, Victoria 3130
Blackburn North Chisholm PPVC	New Hope Community Centre, 3 Springfield Road, Blackburn North, Victoria 3130
Blackburn South	St Luke's Primary School, 46 Orchard Gr, Blackburn South, Victoria 3130
Blackburn Upper	Old Orchard Primary School, 70 Koonung Road, Blackburn North, Victoria 3130
Blackburn West	Blackburn High School, 60 Springfield Road, Blackburn North, Victoria 3130
BLV Chisholm PPVC	BLV Chisholm, 1st Floor, 41–43 Ringwood Street, Ringwood, Victoria 3134
Box Hill	St Peter's Anglican Church Hall, 1038 Whitehorse Road, Box Hill, Victoria 3128
Box Hill Central	Wesley Hall, 2–6 Oxford Street, Box Hill, Victoria 3128
Box Hill South	Roberts McCubbin Primary School, 57 Birdwood Street, Box Hill South, Victoria 3128
Brentwood (Chisholm)	Glen Waverley South Primary School, 83 Watsons Road, Glen Waverley, Victoria 3150
Burwood Central	St Benedict's Parish Church Hall, 3–9 Central Avenue, Burwood Victoria 3125
Burwood Heights	Burwood Heights Primary School, cnr Mahoneys Road and Hawthorn Road, Burwood East, Victoria 3151
Camelot	Camelot Rise Primary School, Galahad Cres, Glen Waverley, Victoria 3150
Chadstone East (Chisholm)	St Mary Magdalen's Primary School, 15 Bambil Street, Chadstone, Victoria 3148
Divisional Office (Prepoll)	Divisional Office, 1st Floor, 41–43 Ringwood Street, Ringwood, Victoria 3134
Eley Park	Blackburn English Language School, 120 Eley Road, Burwood East, Victoria 3151
Elgar Park (Chisholm)	Our Lady's Primary School, 31 Erasmus Street, Surrey Hills, Victoria 3127

Polling place	Street address
Essex Heights	Essex Heights Primary School, 22–30 Essex Road, Mt Waverley, Victoria 3149
Forest Hill	Holbury Children’s Centre, 29 Raleigh Street, Blackburn South, Victoria 3130
Glendal	Glendal Primary School, 55 Nottingham Street, Glen Waverley, Victoria 3150
Glen Waverley Heights	Glen Waverley Primary School, 774 High Street Road, Glen Waverley, Victoria 3150
Highvale	Highvale Primary School, 33 Ashton Street, Glen Waverley, Victoria 3150
Kerrimuir	Kerrimuir Primary School, Molbray Street, Box Hill North, Victoria 3129
Koonung Heights (Chisholm)	Koonung Secondary College, 615 Elgar Road, Box Hill North, Victoria 3129
Laburnum	Laburnum Primary School, Janet Street, Blackburn, Victoria 3130
Manooka	Burwood East Special Development School, 18 Manooka Street, Burwood East, Victoria 3151
Melbourne (Chisholm)	215 Spring St, Melbourne Victoria 3000
Melbourne Central Chisholm PPVC	Melbourne Convention and Exhibition Centre, 1 Convention Centre Place, Southbank, Victoria 3006
Melbourne Chisholm PPVC	215 Spring Street, 215 Spring Street, Melbourne Victoria 3000
Mount View	Mt View Primary School, cnr Gallaghers Road and Shepherd Road, Glen Waverley, Victoria 3150
Mount Waverley	Holy Family Parish, 234 Stephenson’s Road, Mount Waverley, Victoria 3149
Mount Waverley PPVC	Holy Family Parish, 236 Stephenson’s Road, Mount Waverley, Victoria 3149
Mount Waverley South (Chisholm)	Mt Waverley Primary School, 37–45 Park Lane, Mt Waverley, Victoria 3149
Mulgrave Chisholm PPVC	14/12–14 Miles Street, 14/12–14 Miles Street, Mulgrave, Victoria 3170
Pinewood (Chisholm)	Pinewood Primary School, 27 Pinewood Drive, Mt Waverley, Victoria 3149
Ringwood Chisholm PPVC	Ringwood Bowls Club, 2/12 Loughnan Road, Ringwood North, Victoria 3134
Special Hospital Team 1	Multiple sites, Victoria
Special Hospital Team 2	Multiple sites, Victoria
Springview	Whitehorse Primary School, 70–86 Junction Road, Blackburn North, Victoria 3130
Surrey Hills (Chisholm)	Surrey Hills Uniting Church Hall, 679 Canterbury Road, Surrey Hills, Victoria 3127

Polling place	Street address
Syndal North	Mt Waverley North Primary School, Marcus Avenue, Mt Waverley, Victoria 3149
Syndal South	Syndal South Primary School, 14 Montgomery Avenue, Mt Waverley, Victoria 3149
Tally Ho	Burwood East Primary School, cnr Highbury Road and Blackburn Road, Burwood East, Victoria 3151
The Glen	Glen Waverley Secondary College, 13–21 O’Sullivan Road, Glen Waverley, Victoria 3150
Tyne	Box Hill North Primary School, Elizabeth Street, Box Hill North, Victoria 3129
Wattle Park	Box Hill South Family Centre, 1228A Riversdale Road, Box Hill South, Victoria 3128
Waverley North	Mt Waverley College Senior Campus, Lechte Road, Mt Waverley, Victoria 3149
Wayburne (Chisholm)	St Leonard’s Church Hall, 349 Springvale Road, Glen Waverley, Victoria 3150

Annexure D Kooyong Map



Annexure E
Kooyong Polling Places

Polling place	Street address
Auburn	Hawthorn Citizens Youth Club, 241 Auburn Road, Hawthorn, Victoria 3122
Auburn North	Auburn Primary School, Rathmines Road, Hawthorn East, Victoria 3123
Auburn South	Auburn South Primary School, 419 Tooronga Road, Hawthorn East, Victoria 3123
Balwyn	Balwyn Primary School, 86B Balwyn Road, Balwyn, Victoria 3103
Balwyn Central	Church of Christ Hall, 208 Whitehorse Road, Balwyn, Victoria 3103
Balwyn North	Balwyn North Primary School, 40 Buchanan Avenue, Balwyn North, Victoria 3104
Bellevue	Bellevue Primary School, 20 Highview Road, Balwyn North, Victoria 3104
Blackburn North Kooyong PPVC	New Hope Community Centre, 3 Springfield Road, Blackburn North, Victoria 3130
BLV Kooyong PPVC	BLV Kooyong, 695 Burke Road, Camberwell, Victoria 3124
Boroondara	Boroondara Park Primary School, 40 Almond Street, Balwyn North, Victoria 3104
Camberwell	Camberwell Primary School, 290 Camberwell Road, Camberwell, Victoria 3124
Camberwell East	Canterbury Presbyterian Church, 146 Canterbury Road, Canterbury, Victoria 3126
Camberwell Middle	Camberwell Church of Christ, 620 Riversdale Road, Camberwell, Victoria 3124
Camberwell North	Habitat Uniting Church, 1 Mont Albert Road, Canterbury, Victoria 3126
Camberwell South (Kooyong)	Camberwell South Primary School, 4 Peate Avenue, Glen Iris, Victoria 3146
Canterbury North	Chatham Primary School, 47a Weybridge Street, Surrey Hills, Victoria 3127
Canterbury South	Camberwell High School, 100A Prospect Hill Road, Canterbury, Victoria 3126
Chatham	Canterbury Primary School, 197 Prospect Hill Road, Canterbury, Victoria 3126
Cotham	Genazzano FCJ College, 301 Cotham Road, Kew, Victoria 3101
Deepdene	Our Lady of Good Counsel Primary School, 12 Whitehorse Road, Deepdene, Victoria 3103
Divisional Office (Prepoll)	Divisional Office, Suite 1, Level 2, 695 Burke Road, Camberwell, Victoria 3124

Polling place	Street address
Elgar Park (Kooyong)	Our Lady's Primary School, 31 Erasmus Street, Surrey Hills, Victoria 3127
Glenferrie	Swinburne University – Atrium, John Street, Hawthorn, Victoria 3122
Glenferrie Central	Glenferrie Primary School, 78–98 Manningtree Road, Hawthorn, Victoria 3122
Glenferrie South	Kennon Memorial Hall, 464 Glenferrie Road, Hawthorn, Victoria 3122
Greythorn	Greythorn Primary School, 124 Greythorn Road, Balwyn North, Victoria 3104
Hartwell	Hartwell Primary School, 4 Milverton Street, Camberwell, Victoria 3124
Hawthorn	Christ Church Memorial Hall, 2 Denham Street, Hawthorn, Victoria 3122
Hawthorn Kooyong PPVC	544 Burwood Rd, 544 Burwood Road, Hawthorn, Victoria 3122
Highfield Park	St Dominic's Catholic School, 145 Highfield Road, Camberwell, Victoria 3124
Hyde Park	First Kew Scout Hall, 177 Willsmere Road, Kew, Victoria 3101
Kew	Kew Primary School, 20 Peel Street, Kew, Victoria 3101
Kew East	Kew East Uniting Church Hall, 142 Normanby Road, Kew East, Victoria 3102
Kew North	Kew East Primary School, 35 Kitchener Street, Kew East, Victoria 3102
Kew South	Methodist Ladies' College, 207 Barkers Road, Kew, Victoria 3101
Koonung Heights (Kooyong)	Koonung Secondary College, 615 Elgar Road, Box Hill North, Victoria 3129
Malvern Kooyong PPVC	St George's Church Hall, 296 Glenferrie Road, Malvern, Victoria 3144
Melbourne (Kooyong)	215 Spring Street, Melbourne, Victoria 3000
Melbourne Central Kooyong PPVC	Melbourne Convention and Exhibition Centre, 1 Convention Centre Place, Southbank, Victoria 3006
Melbourne Kooyong PPVC	215 Spring Street, 215 Spring Street, Melbourne, Victoria 3000
Mont Albert	Mont Albert North Scout Hall, 23 Boondara Road, Mont Albert North, Victoria 3129
Special Hospital Team 1	Multiple sites, Victoria
Special Hospital Team 2	Multiple sites, Victoria
Special Hospital Team 3	Multiple sites, Victoria
Special Hospital Team 4	Multiple sites, Victoria

Polling place	Street address
Studley Park	Xavier College (Burke Hall Campus), 2 Nolan Avenue, Kew, Victoria 3101
Surrey Hills (Kooyong)	Surrey Hills Uniting Church Hall, 679 Canterbury Road, Surrey Hills, Victoria 3127
Surrey Hills West	Holy Trinity Church Hall, 77 Union Road, Surrey Hills, Victoria 3127

Annexure F Certified Translations

This is Barbara Luk, a NAATI certified translator. I had translated this sign from Chinese to English on the 25 July 2019.



Correct voting method

On the green ballot paper, put 1 next to the Liberal Party candidate

And in the other boxes, fill in the numbers in sequence, from small to big.

(This is a translation of the above sign)

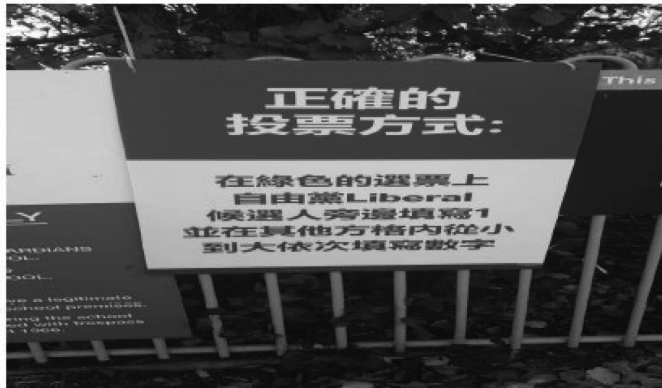


Translated from Chinese

Certified translator: Dan ZHANG

NAATI NO. CPN6DD62G

Source text:



Translation:

The right way to vote:

On the green ballot paper

fill in 1 next to the candidate of Liberal Party

and fill in the numbers from smallest to largest

in the rest of the boxes



Translator Name: Qing Yao

Translation Date: 26 July 2019

Accreditation:

2013 - professional interpreter between Chinese and English and
2015 – professional certified translator from Chinese to English,
with the National Accreditation Authority for Translators and Interpreters Ltd
("NAATI"), having accreditation No. 82457

Source of Translation:



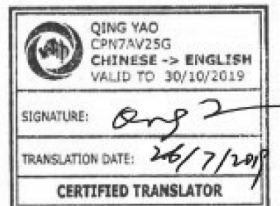
正確的
投票方式:

在綠色的選票上
自由黨 Liberal
候選人旁邊填寫 1
並在其他方格內從小
到大依次填寫數字

Translation from Chinese into English:

The correct way to vote:

Fill in 1 next to the Liberal Party candidate on the green ballot and fill in numbers from small to large successively in other boxes



Annexure G
Chisholm – First Preference Vote Count

Candidate	Party	Votes	%
DOBBY, Ian	Independent	2,319	2.44
DORIAN, Angela Mary	Rise Up Australia Party	571	0.60
ARTHUR, Luke	The Greens (Vic.)	11,235	11.84
LIU, Gladys	Liberal	41,172	43.38
LAVIN, Rosemary	Animal Justice Party	1,780	1.88
WICKS, Anne	Derryn Hinch's Justice Party	2,063	2.17
ZORAYA, George	United Australia Party	1,517	1.60
YANG, Jennifer	Australian Labor Party	32,561	34.30
JENKINS, Philip	Labour DLP	1,702	1.79
.....	Family First Party	0	0.00
.....	Australian Christians	0	0.00
.....	Drug Law Reform Australia	0	0.00
.....	Renewable Energy Party	0	0.00
Formal		94,920	95.51
Informal		4,463	4.49
Total		9	

Annexure H
Chisholm – Two Candidate Preferred Result

Candidate	Party	Votes	Margin	This election (%)	Status
LIU, Gladys	Liberal	48,005	1,090	50.57	Elected
YANG, Jennifer	Australian Labor Party	46,915	-1,090	49.43	

HIGH COURT RULES 2004
HIGH COURT PROCEEDING CHALLENGING 18 MAY 2019 ELECTION
OF THE MEMBER OF THE HOUSE OF REPRESENTATIVES
FOR THE ELECTORAL DIVISION OF KOOYONG

The following Election Petition was filed in The High Court of Australia Sydney Registry on 31 July 2019. Pursuant to Rule 30.02.1 of the High Court Rules 2004 a copy of the petition is published below.

IN THE HIGH COURT OF AUSTRALIA
SITTING AS THE COURT OF DISPUTED RETURNS
SYDNEY REGISTRY

No. S237 of 2019

BETWEEN:

Oliver Tennant Yates

Petitioner

and

Joshua Anthony Frydenberg

Respondent

ELECTION PETITION

This petition concerns the election for Kooyong in the election for the House of Representatives held on 18 May 2019.

Return of writ

The writ for the election was returned on 21 June 2019.

Entitlement to file this petition

The petitioner is entitled to file this petition because he was a candidate at the election in dispute.

Statement of facts

The election in dispute

1. Writs were issued for the general election of Members of the House of Representatives for the 46th Parliament of Australia (**Election**), including the election for Kooyong (**Kooyong Election**), on 11 April 2019.
2. The rolls for the Election were closed on 18 April 2019 (**Close of Rolls**).
3. Pre-poll voting for the Election commenced on 29 April 2019.
4. Polling day for the Election was 18 May 2019 (**Polling Day**).
5. The writ for the Kooyong Election was returned on 21 June 2019.
6. The relevant period in relation to the Kooyong Election was the period commencing on 11 April 2019 and expiring at 6 pm, AEST, on Polling Day, being the latest time on Polling Day at which an elector in Kooyong could enter a polling booth for the purpose of casting a vote (**Relevant Period**).

The Australian Electoral Commission

7. The Australian Electoral Commission (AEC) is an independent statutory authority of the Commonwealth of Australia.
8. The AEC states, on its website, that its purpose is to *'Maintain an impartial and independent electoral system for eligible voters through active electoral roll management, efficient delivery of polling services and targeted education and public awareness programs'*. The AEC's functions and powers are set out in section 7 of the **Commonwealth Electoral Act 1918** (Cth) (the **Act**).
9. During the Relevant Period, the AEC used a purple and white colour scheme on its official materials, including but not limited to its website www.aec.gov.au, its published Official Guide to the Election, and signs and banners displayed at polling and pre-polling booths.

10. On Polling Day, the AEC had signs and/or banners displayed at the entrance(s) to a polling place. An example is shown in the photograph reproduced at Annexure A. (Also shown in that photograph is an image of a corflute (**Corflute**), affixed to a fence immediately to the left of the AEC banner.)

The Divisions of Kooyong and Chisholm

Kooyong

11. The Division of Kooyong is located in Melbourne's eastern suburbs. It covers an area of approximately 55 sq km stretching from Kew and Hawthorn in the west to Balwyn and Canterbury in the east, and from Balwyn North in the north to Hawthorn East and Camberwell in the south. Kooyong suburbs include Balwyn, Balwyn North, Camberwell, Canterbury, Deepdene, Hawthorn, Hawthorn East, Kew, Kew East, Mont Albert, Mont Albert North and Surrey Hills (part). Reproduced at Annexure B is a map for the Division of Kooyong at the Election.
12. The candidates for the Kooyong Election were:
 - a. D'ELIA, Steven (United Australia Party);
 - b. YATES, Oliver (Independent);
 - c. ZUBAC, Angelina (Independent);
 - d. FRYDENBERG, Joshua (Liberal);
 - e. STEWART, Jana (Australian Labor Party);
 - f. HINKLEY, Davina (Animal Justice Party);
 - g. BURNSIDE, Julian (The Greens (Vic.)); and
 - h. CHANDLER, Bill (Independent).
13. The polling places for Kooyong at the Election are set out in Annexure C.

Chisholm

14. The Division of Chisholm is located in Melbourne's eastern suburbs. It covers an area of approximately 65 sq km stretching from Chadstone and Ashwood in the west to Glen Waverley in the east, and from Box Hill North and Blackburn North in the north to Mount Waverley in the south. Chisholm suburbs include Ashwood, Blackburn, Blackburn South, Box Hill, Box Hill North, Box Hill South, Burwood, Burwood East, Chadstone, Forest Hill, Glen Waverley, Mount Waverley, Nunawading and Surrey Hills (part). Reproduced at Annexure D is a map for the Division of Chisholm at the Election.
15. The candidates for Chisholm at the Election were:
 - a. DOBBY, Ian (Independent)
 - b. DORIAN, Angela Mary (Rise Up Australia Party)
 - c. ARTHUR, Luke (The Greens (Vic.))
 - d. LIU, Gladys (Liberal)
 - e. LAVIN, Rosemary (Animal Justice Party)
 - f. WICKS, Anne (Derryn Hinch's Justice Party)
 - g. ZORAYA, George (United Australia Party)
 - h. YANG, Jennifer (Australian Labor Party)
 - i. JENKINS, Philip (Labour DLP)
16. LIU was born in Hong Kong, and is a fluent speaker of Mandarin. YANG was born in Taiwan.
17. There were a number of media reports commenting on the fact that, should either LIU or YANG win, that person would be the first Chinese Australian Member of Parliament.
18. Both LIU and YANG campaigned in Mandarin and/or Cantonese, including by participating in the first electoral debate to be held in both Mandarin and English.
19. The polling places for Chisholm at the Election are set out in Annexure E.

Shared boundaries

20. The Division of Kooyong and the Division of Chisholm are adjacent to one another.

Demographic characteristics of Kooyong and of Chisholm

21. The Division of Kooyong has a higher percentage of individuals (compared to the remainder of Greater Melbourne, Victoria and Australia) who speak Mandarin or Cantonese at home and, accordingly, are likely to read Chinese.
22. The Division of Chisholm has a higher percentage of individuals (compared to the remainder of Greater Melbourne, Victoria and Australia) who speak Mandarin or Cantonese at home and, accordingly, are likely to read Chinese.
23. The 2016 census conducted by the Australian Bureau of Statistics (ABS) recorded the following data for the Division of Kooyong:

Characteristic of the Division	Percentage	Raw data
Total population	N/A	127,993
Language other than English spoken at home (Mandarin)	8.6%	12,517
Language other than English spoken at home (Cantonese)	3.2%	4,605
Country of birth – China [excludes SARs, of which Hong Kong is one, and Taiwan]	6.9%	10,064
Country of birth of mother – China	9.5%	13,825
Country of birth of father – China	9.6%	13,936
Ancestry – China	11.6%	22,810

24. The 2016 census conducted by the ABS recorded the following data for the Division of Chisholm:

Characteristic	Percentage	Raw data
Total population	N/A	164,433
Language other than English spoken at home (Mandarin)	15.6%	25,717
Language other than English spoken at home (Cantonese)	4.8%	7,927
Country of birth – China [excludes SARs, of which Hong Kong is one, and Taiwan]	14.2%	23,313
Country of birth of mother – China	17.4%	28,605
Country of birth of father – China	17.4%	28,581
Ancestry – China	19.7%	40,883

25. The Greater Melbourne statistical area for the 2016 Census extends across the urban area of the city, from Bacchus Marsh/Werribee in the west to Warburton and Koo Wee Rup in the east, and from Lancefield in the north to Shoreham in the south. It includes the Divisions of Kooyong and Chisholm.
26. The 2016 census conducted by the ABS recorded the following data for Greater Melbourne, Victoria and Australia:

Characteristic	Greater Melbourne	Victoria	Australia
Total population	4,485,211	5,926,624	23,401,892
Language other than English spoken at home (Mandarin)	4.1%	3.2%	2.5%
Language other than English spoken at home (Cantonese)	1.7%	1.3%	1.2%

27. The trend in the Division of Kooyong, since at least 2006, has been an increase in the number of individuals who speak Mandarin or Cantonese at home, both in absolute numbers and in percentages.
28. The petitioner is not aware of any matter likely to have caused a deviation in the above trend in the Division of Kooyong, in the period from 10 May 2016 (**Census Day for 2016**) to Close of Rolls.
29. The trend in the Division of Chisholm, since at least 2006, has been an increase in the number of individuals who speak Mandarin or Cantonese at home, both in absolute numbers and in percentages.
30. The petitioner is not aware of any matter likely to have caused a deviation in the above trend in the Division of Chisholm, in the period from Census Day for 2016 to Close of Rolls.

Voting on Polling Day

31. On Polling Day, an elector enrolled to vote for Kooyong was able to vote:
- at a polling place for Kooyong; or
 - by making an absentee vote at any polling place in the State of Victoria (including any polling place for Chisholm).
32. The ballot paper for the Kooyong Election:
- was green; and
 - had the word 'LIBERAL' underneath the name of FRYDENBERG.

The characteristics of the Corflutes and its publication

33. The Corflute displays white and purple Chinese characters on a purple and white background.
34. The Corflute uses the same colour scheme as was used by the AEC during the Relevant Period.
35. Translated in English, the Corflute reads:
- 'Correct voting method
On the green ballot paper, put 1 next to the Liberal Party candidate
And in the other boxes, fill in the numbers in sequence, from small to big'*
- or alternatively:
- 'The right way to vote:
On the green ballot paper
fill in 1 next to the candidate of Liberal Party
and fill in the numbers from smallest to largest
in the rest of the boxes'*
- or alternatively:
- 'The correct way to vote:
Fill in 1 next to the Liberal Party candidate on the green ballot and fill in
numbers from small to large successively in other boxes'*
- Certified translations of the Corflute are at Annexure F.
36. The Corflute could be understood by both Mandarin and Cantonese speakers.

37. The Corflute also included the following English text, which was printed in very small font, white in colour, on a background of a purple stripe at the bottom: ‘Authorised by Simon Frost, Registered Officer of the Liberal Party of Australia (Victoria Division), 104 Exhibition Street, Melbourne, Victoria, 3000’ (the **Authorisation**).
38. Simon Frost was:
 - a. Acting State Director of the Liberal Party of Australia (Victorian Division); and
 - b. the registered officer of the Liberal Party of Australia (Victorian Division) for the purposes of the Act.
39. The Corflute does not display the name or image of any candidate for Kooyong.
40. The Corflute does not, in fact, display the name of any candidate for the Election.
41. The Corflute does not display:
 - a. the colour blue, which has been used for a number of years by the Liberal Party in connection with elections (including federal elections for Victorian Divisions), for example by having Liberal Party volunteers wear blue t-shirts and by using blue on ‘how to vote’ cards, and which was used by the Liberal Party at the Election (including at the Kooyong Election); or
 - b. the logo registered for the Liberal Party of Australia (Victorian Division), being a composite image of the Australian flag and the word ‘LIBERAL’; or
 - c. the words ‘Liberal’ or ‘Liberal Party’ (save for ‘*Liberal*’ as it appears in the middle of the text in Chinese characters, and save for the Authorisation); or
 - d. any references to policies or to campaign slogans of FRYDENBERG and/or of the Liberal Party.
42. The Corflute was substantially different from other material promoting FRYDENBERG and/or the Liberal Party at polling places for Kooyong on Polling Day (or at any time during the Relevant Period).
43. The Corflute was:
 - a. printed;
 - b. distributed to volunteers, agents or employees of the Liberal Party for the purpose of being displayed at polling places on Polling Day;
 - c. published, including by being affixed (for example, to fences) and/or otherwise displayed at the entrances to polling places on Polling Day, including immediately adjacent to banners of the AEC (the **Publication Conduct**);(jointly and severally, the **Conduct**).
44. The Publication Conduct occurred in Kooyong.

Particulars

The Corflute was published at least at the following polling places:

- i. Balwyn;
- ii. Boroondara;
- iii. Canterbury North;
- iv. Canterbury South;
- v. Cotham;
- vi. Deepdene;
- vii. Greythorn;
- viii. Kew;
- ix. Kew East;
- x. Kew South;
- xi. Koonung Heights (Kooyong);

- xii. Mont Albert;
- xiii. Studley Park.

Further particulars may be provided prior to hearing.

45. The Publication Conduct also occurred in Chisholm.

Particulars

The Corflute was published at least at the following polling places:

- i. Ashwood;
- ii. Bennettswood;
- iii. Blackburn Lake;
- iv. Blackburn North;
- v. Blackburn North CHISHOLM PPVC;
- vi. Blackburn South;
- vii. Blackburn Upper;
- viii. Blackburn West;
- ix. Box Hill;
- x. Box Hill Central;
- xi. Box Hill South;
- xii. Camelot;
- xiii. Elgar Park (Chisholm);
- xiv. Essex Heights;
- xv. Highvale;
- xvi. Kerrimuir;
- xvii. Koonung Heights (Chisholm);
- xviii. Laburnum;
- xix. Manooka;
- xx. Mount Waverley;
- xxi. Mount Waverley PPVC;
- xxii. Mount Waverley South (Chisholm);
- xxiii. Springview;
- xxiv. Surrey Hills (Chisholm);
- xxv. Syndal South;
- xxvi. Tally Ho;
- xxvii. The Glen;
- xxviii. Tyne;
- xxix. Wattle Park.

Further particulars may be provided prior to hearing.

FRYDENBERG

46. FRYDENBERG:
- a. has been a member of the Liberal Party since 1999;
 - b. has served as Deputy Leader of the Federal Parliamentary Liberal Party since 24 August 2018;
 - c. was the candidate for the Liberal Party at the Kooyong Election;
 - d. was re-elected as the Member for Kooyong at the Kooyong Election.
47. On Polling Day, FRYDENBERG:
- a. attended polling places in Kooyong, including Chatham Primary School, Camberwell High School, Greythorn Primary School and Kew Primary School, at which the Corflutes were affixed to fences and/or otherwise displayed at the entrances;

- b. was the verified holder of the twitter handle @joshfrydenberg, at which at least one message containing an image of the Corflute was ‘tweeted’; and
 - c. omitted to take action to remove the Corflutes.
48. By reason of the matters at paragraphs 43–47 above, it is to be inferred that FRYDENBERG:
- a. caused, permitted or authorized the Corflute to be published, alternatively to continue to be published (the **FRYDENBERG Conduct**); and
 - b. had knowledge of the Publication Conduct.

The Corflute was likely to mislead or deceive

49. The Corflute was likely to mislead or deceive an elector in relation to the casting of a vote at the Kooyong Election, including by misleading the elector to think that:
- a. in order to cast a valid vote, the number ‘1’ had to be placed in the box on the green ballot paper that was next to the Liberal candidate; and/or
 - b. in order to cast a valid vote, the instructions on the Corflute should be followed; and/or
 - c. the official instructions of the AEC were that the number ‘1’ had to be placed in the box on the green ballot paper that was next to the Liberal candidate; and/or
 - d. the official instructions of the AEC were that electors should cast votes as indicated on the Corflute; and/or
 - e. the Corflute was an official AEC publication.

Illegal practice

50. Each of the following was an illegal practice within the meaning of s 352 of the Act:
- a. the Conduct;
 - b. the Publication Conduct;
 - c. the FRYDENBERG Conduct
- (collectively, the Illegal Practices).

The AEC refuses to act

51. On Polling Day, representatives for the petitioner told the AEC that:
- a. the Corflute was being affixed and/or displayed at entrances to polling places in Kooyong;
 - b. the Corflute used the same colours as those used by the AEC;
 - c. translated in English, the Corflute read *‘The correct voting method – Note down number 1 besides the Liberal party on the green ballot paper and then the number from small to large in the rest of the squares’*;
 - d. the Corflute was likely to mislead or deceive an elector, contrary to section 329 of the Act.
52. On Polling Day, a number of other complaints were made to the AEC about the Publication Conduct, other than by the petitioner, his representatives or persons associated with him.
53. On Polling Day, the AEC refused to take action in relation to the Corflutes.

Electoral results

54. The system of preferential voting for the Kooyong Election operated as follows:
- a. Each number ‘1’ vote was counted by the AEC for each candidate (**First Preference Vote Count**).
 - b. If a candidate received more than half of the total first preference votes, that candidate would be elected.
 - c. If no candidate received more than half of the votes, the candidate with the fewest votes was excluded (**First Excluded Candidate**).

- d. The votes for the First Excluded Candidate were transferred to the other candidates according to the second preferences of electors on the ballot paper for the First Excluded Candidate.
 - e. If still no candidate had more than half of the votes, the candidate who then had the fewest votes was excluded and the votes were transferred according to the next preference shown.
 - f. The process of excluding candidates continued until one candidate had more than half of the total number of formal votes and was elected (**Two Candidate Preferred Result**).
55. The First Preference Vote Count for the Kooyong Election, as published by the AEC, is reproduced in Annexure G.
56. The First Preference Vote Count for the Kooyong Election by polling places is published by the AEC on its website, and particulars can thereby be obtained.
57. FRYDENBERG was not elected at the First Preference Vote Count.
58. The Two Candidate Preferred Result for the Kooyong Election, as published by the AEC, is reproduced at Annexure H. It shows that FRYDENBERG was 'Re-elected'.
59. The Two Candidate Preferred Result for the Kooyong Election by polling places is published by the AEC on its website, and particulars can thereby be obtained.

Section 362(3) of the Act

Application of the subsection

60. It is to be inferred that the Conduct, and particularly the Publication Conduct, was done with the knowledge or authority of the candidate FRYDENBERG, within the meaning of section 362(3)(a) of the Act.
61. The FRYDENBERG Conduct was done with the knowledge or authority of the candidate FRYDENBERG, within the meaning of section 362(3)(a) of the Act.

Relevant matters should the subsection apply

62. By reason of the matters in paragraphs 21–30 above, it is to be inferred that a significant number of electors in the Kooyong Election were able to read Chinese writing, or knew someone (for example, a family member) able to do so.
63. By reason of the matters in paragraphs 31 and 33–45 above, it is to be inferred that the Corflute was read by persons (including electors for the Kooyong Election) who were able to read Chinese writing and who voted in the Kooyong Election on Polling Day.
64. Further, it is to be inferred, from the occurrence of the Conduct, the Publication Conduct and the FRYDENBERG Conduct, that Simon Frost and/or FRYDENBERG and/or other persons associated with the Liberal Party considered that the demographics of Kooyong warranted engaging in that conduct, for the purpose of affecting the result of the Kooyong Election.
65. In the premises, it is likely that ordinary and absentee votes in the Kooyong Election were cast by electors who:
- a. were able to and did read the Chinese writing on the Corflute; or
 - b. were told, by someone (for example, a family member) who was able to and did read the Chinese writing on the Corflute (whether or not that person was an elector in the Kooyong Election), what was there stated in Chinese writing; and
 - c. as a consequence:
 - i. wrote '1' on the ballot paper for FRYDENBERG, notwithstanding that such was not the vote that they otherwise intended to cast;
 - ii. directed their first and other preferences in a way that they otherwise would not have done

(the **Directed Votes**).

66. A Directed Vote counted towards FRYDENBERG's First Preference Count, with the result that:
 - a. the elector's second preferences and onwards were not counted in the Kooyong Election; and
 - b. had it been the elector's intention to direct his or her first preference to a candidate other than FRYDENBERG, that intention was not realised.
67. The Two Candidate Preferred Result is likely to have been affected by one or more of the Illegal Practices.
68. Having regard to the demographics of Kooyong, including the trend since at least 2006 of increasing absolute numbers and percentages of Mandarin and Cantonese speakers, the result of the Kooyong Election is likely to have been affected by one or more of the Illegal Practices.
69. In the premises, it is just that FRYDENBERG should be declared not duly elected and/or that the Kooyong Election should be declared void.

Relief

The petitioner asks the Court to make the following orders:

- (a) A declaration that the Conduct was an illegal practice.
- (b) Additionally or alternatively to (a), a declaration that the Publication Conduct was an illegal practice.
- (c) Additionally or alternatively to (a) and (b), a declaration that the Publication Conduct in Kooyong was an illegal practice.
- (d) A declaration that the FRYDENBERG Conduct was an illegal practice.
- (e) A declaration that Simon Frost committed an illegal practice.
- (f) A declaration that FRYDENBERG committed an illegal practice.
- (g) A declaration that FRYDENBERG was not duly elected.
- (h) Additionally or alternatively to (g), a declaration that the Kooyong Election is absolutely void.
- (i) The Respondent pay the petitioner's costs.
- (j) Alternatively to (i), the Commonwealth pay the petitioner's costs.

Dated 30 July 2019

Oliver Tennant Yates

in the presence of:

Witness

Name: Michael Bradley

Occupation: Solicitor

Address: Level 4, 343 George Street, Sydney, NSW 2000

Witness

Name: Lauren Gasparini

Occupation: Solicitor

Address: Level 4, 343 George Street, Sydney, NSW 2000

To: Joshua Anthony Frydenberg
The Respondent
695 Burke Road
Camberwell, Victoria 3124

The petitioner's address for service is c/o Marque Lawyers, Level 4, 343 George Street, Sydney, NSW 2000.

Annexure A



Photograph by Maryam Williams, captured at Tally Ho polling place, Burwood East Primary School

Annexure B Kooyong Map



Annexure C
Kooyong Polling Places

Polling place	Street address
Auburn	Hawthorn Citizens Youth Club, 241 Auburn Road, Hawthorn, Victoria 3122
Auburn North	Auburn Primary School, Rathmines Road, Hawthorn East, Victoria 3123
Auburn South	Auburn South Primary School, 419 Tooronga Road, Hawthorn East, Victoria 3123
Balwyn	Balwyn Primary School, 86B Balwyn Road, Balwyn, Victoria 3103
Balwyn Central	Church of Christ Hall, 208 Whitehorse Road, Balwyn, Victoria 3103
Balwyn North	Balwyn North Primary School, 40 Buchanan Avenue, Balwyn North, w 3104
Bellevue	Bellevue Primary School, 20 Highview Road, Balwyn North, Victoria 3104
Blackburn North Kooyong PPVC	New Hope Community Centre, 3 Springfield Road, Blackburn North, Victoria 3130
BLV Kooyong PPVC	BLV Kooyong, 695 Burke Rd, Camberwell, Victoria 3124
Boroondara	Boroondara Park Primary School, 40 Almond Street, Balwyn North, Victoria 3104
Camberwell	Camberwell Primary School, 290 Camberwell Road, Camberwell, Victoria 3124
Camberwell East	Canterbury Presbyterian Church, 146 Canterbury Road, Canterbury, Victoria 3126
Camberwell Middle	Camberwell Church of Christ, 620 Riversdale Road, Camberwell, Victoria 3124
Camberwell North	Habitat Uniting Church, 1 Mont Albert Road, Canterbury, Victoria 3126
Camberwell South (Kooyong)	Camberwell South Primary School, 4 Peate Ave, Glen Iris, Victoria 3146
Canterbury North	Chatham Primary School, 47a Weybridge Street, Surrey Hills, Victoria 3127
Canterbury South	Camberwell High School, 100A Prospect Hill Road, Canterbury, Victoria 3126
Chatham	Canterbury Primary School, 197 Prospect Hill Road, Canterbury, Victoria 3126
Cotham	Genazzano FCJ College, 301 Cotham Road, Kew, Victoria 3101
Deepdene	Our Lady of Good Counsel Primary School, 12 Whitehorse Road, Deepdene, Victoria 3103
Divisional Office (Prepoll)	Divisional Office, Suite 1, Level 2, 695 Burke Road, Camberwell, Victoria 3124

Polling place	Street address
Elgar Park (Kooyong)	Our Lady's Primary School, 31 Erasmus Street, Surrey Hills, Victoria 3127
Glenferrie	Swinburne University – Atrium, John Street, Hawthorn, Victoria 3122
Glenferrie Central	Glenferrie Primary School, 78–98 Manningtree Road, Hawthorn, Victoria 3122
Glenferrie South	Kennon Memorial Hall, 464 Glenferrie Road, Hawthorn, Victoria 3122
Greythorn	Greythorn Primary School, 124 Greythorn Road, Balwyn North, Victoria 3104
Hartwell	Hartwell Primary School, 4 Milverton Street, Camberwell, Victoria 3124
Hawthorn	Christ Church Memorial Hall, 2 Denham Street, Hawthorn, Victoria 3122
Hawthorn Kooyong PPVC	544 Burwood Road, 544 Burwood Road, Hawthorn, Victoria 3122
Highfield Park	St Dominic's Catholic School, 145 Highfield Road, Camberwell, Victoria 3124
Hyde Park	First Kew Scout Hall, 177 Willsmere Road, Kew, Victoria 3101
Kew	Kew Primary School, 20 Peel Street, Kew, Victoria 3101
Kew East	Kew East Uniting Church Hall, 142 Normanby Road, Kew East, Victoria 3102
Kew North	Kew East Primary School, 35 Kitchener Street, Kew East, Victoria 3102
Kew South	Methodist Ladies' College, 207 Barkers Road, Kew, Victoria 3101
Koonung Heights (Kooyong)	Koonung Secondary College, 615 Elgar Road, Box Hill North, Victoria 3129
Malvern Kooyong PPVC	St George's Church Hall, 296 Glenferrie Road, Malvern, Victoria 3144
Melbourne (Kooyong)	215 Spring Street, Melbourne Victoria 3000
Melbourne Central Kooyong PPVC	Melbourne Convention and Exhibition Centre, 1 Convention Centre Place, Southbank, Victoria 3006
Melbourne Kooyong PPVC	215 Spring Street, 215 Spring Street, Melbourne, Victoria 3000
Mont Albert	Mont Albert North Scout Hall, 23 Boondara Road, Mont Albert North, Victoria 3129
Special Hospital Team 1	Multiple sites, Victoria
Special Hospital Team 2	Multiple sites, Victoria
Special Hospital Team 3	Multiple sites, Victoria
Special Hospital Team 4	Multiple sites, Victoria

Polling place	Street address
Studley Park	Xavier College (Burke Hall Campus), 2 Nolan Avenue, Kew, Victoria 3101
Surrey Hills (Kooyong)	Surrey Hills Uniting Church Hall, 679 Canterbury Road, Surrey Hills, Victoria 3127
Surrey Hills West	Holy Trinity Church Hall, 77 Union Road, Surrey Hills, Victoria 3127

Annexure E
Chisholm Polling Places

Polling place	Street address
Ashwood	Ashwood High School, 50 Vannam Drive, Ashwood, Victoria 3147
Bennettswood	St Scholastica's Primary School, 4–8 Starling Street, Burwood, Victoria 3125
Blackburn	Field Naturalists Hall, 1 Gardenia Street, Blackburn, Victoria 3130
Blackburn Lake	Blackburn Lake Primary School, Florence Street, Blackburn, Victoria 3130
Blackburn North	Blackburn Primary School, 185 Surrey Road, Blackburn, Victoria 3130
Blackburn North Chisholm PPVC	New Hope Community Centre, 3 Springfield Road, Blackburn North, Victoria 3130
Blackburn South	St Luke's Primary School, 46 Orchard Grove, Blackburn South, Victoria 3130
Blackburn Upper	Old Orchard Primary School, 70 Koonung Road, Blackburn North, Victoria 3130
Blackburn West	Blackburn High School, 60 Springfield Road, Blackburn North, Victoria 3130
BLV Chisholm PPVC	BLV Chisholm, 1st Floor, 41–43 Ringwood Street, Ringwood, Victoria 3134
Box Hill	St Peter's Anglican Church Hall, 1038 Whitehorse Road, Box Hill, Victoria 3128
Box Hill Central	Wesley Hall, 2–6 Oxford Street, Box Hill, Victoria 3128
Box Hill South	Roberts McCubbin Primary School, 57 Birdwood Street, Box Hill South, Victoria 3128
Brentwood (Chisholm)	Glen Waverley South Primary School, 83 Watsons Road, Glen Waverley, Victoria 3150
Burwood Central	St Benedict's Parish Church Hall, 3–9 Central Avenue, Burwood, Victoria 3125
Burwood Heights	Burwood Heights Primary School, cnr Mahoneys Road & Hawthorn Road, Burwood East, Victoria 3151
Camelot	Camelot Rise Primary School, Galahad Crescent, Glen Waverley, Victoria 3150
Chadstone East (Chisholm)	St Mary Magdalen's Primary School, 15 Bambil Street, Chadstone, Victoria 3148
Divisional Office (PREPOLL)	Divisional Office, 1st Floor, 41–43 Ringwood Street, Ringwood, Victoria 3134
Eley Park	Blackburn English Language School, 120 Eley Road, Burwood East, Victoria 3151
Elgar Park (Chisholm)	Our Lady's Primary School, 31 Erasmus Street, Surrey Hills, Victoria 3127

Polling place	Street address
Essex Heights	Essex Heights Primary School, 22–30 Essex Road, Mt Waverley, Victoria 3149
Forest Hill	Holbury Children's Centre, 29 Raleigh Street, Blackburn South, Victoria 3130
Glendal	Glendal Primary School, 55 Nottingham Street, Glen Waverley, Victoria 3150
Glen Waverley Heights	Glen Waverley Primary School, 774 High Street Road, Glen Waverley, Victoria 3150
Highvale	Highvale Primary School, 33 Ashton Street, Glen Waverley, Victoria 3150
Kerrimuir	Kerrimuir Primary School, Molbray Street, Box Hill North, Victoria 3129
Koonung Heights (Chisholm)	Koonung Secondary College, 615 Elgar Road, Box Hill North, Victoria 3129
Laburnum	Laburnum Primary School, Janet Street, Blackburn, Victoria 3130
Manooka	Burwood East Special Development School, 18 Manooka Street, Burwood East, Victoria 3151
Melbourne (Chisholm)	215 Spring Street, Melbourne, Victoria 3000
Melbourne Central Chisholm PPVC	Melbourne Convention and Exhibition Centre, 1 Convention Centre Place, Southbank, Victoria 3006
Melbourne Chisholm PPVC	215 Spring Street, 215 Spring Street, Melbourne, Victoria 3000
Mount View	Mt View Primary School, cnr Gallaghers Road & Shepherd Road, Glen Waverley, Victoria 3150
Mount Waverley	Holy Family Parish, 234 Stephensons Road, Mount Waverley, Victoria 3149
Mount Waverley PPVC	Holy Family Parish, 236 Stephensons Road, Mount Waverley, Victoria 3149
Mount Waverley South (Chisholm)	Mt Waverley Primary School, 37–45 Park Lane, Mt Waverley, Victoria 3149
Mulgrave Chisholm PPVC	14/12–14 Miles St, 14/12–14 Miles Street, Mulgrave, Victoria 3170
Pinewood (Chisholm)	Pinewood Primary School, 27 Pinewood Drive, Mt Waverley, Victoria 3149
Ringwood Chisholm PPVC	Ringwood Bowls Club, 2/12 Loughnan Road, Ringwood North, Victoria 3134
Special Hospital Team 1	Multiple sites, Victoria
Special Hospital Team 2	Multiple sites, Victoria
Springview	Whitehorse Primary School, 70–86 Junction Road, Blackburn North, Victoria 3130
Surrey Hills (Chisholm)	Surrey Hills Uniting Church Hall, 679 Canterbury Road, Surrey Hills, Victoria 3127

Polling place	Street address
Syndal North	Mt Waverley North Primary School, Marcus Avenue, Mt Waverley, Victoria 3149
Syndal South	Syndal South Primary School, 14 Montgomery Avenue, Mt Waverley, Victoria 3149
Tally Ho	Burwood East Primary School, cnr Highbury Road and Blackburn Road, Burwood East, Victoria 3151
The Glen	Glen Waverley Secondary College, 13–21 O’Sullivan Road, Glen Waverley, Victoria 3150
Tyne	Box Hill North Primary School, Elizabeth Street, Box Hill North, Victoria 3129
Wattle Park	Box Hill South Family Centre, 1228A Riversdale Road, Box Hill South, Victoria 3128
Waverley North	Mt Waverley College Senior Campus, Lechte Road, Mt Waverley, Victoria 3149
Wayburne (Chisholm)	St Leonard’s Church Hall, 349 Springvale Road, Glen Waverley, Victoria 3150

Annexure F Certified Translations

This is Barbara Luk, a NAATI certified translator. I had translated this sign from Chinese to English on the 25 July 2019.



Correct voting method

On the green ballot paper, put 1 next to the Liberal Party candidate

And in the other boxes, fill in the numbers in sequence, from small to big.

(This is a translation of the above sign)

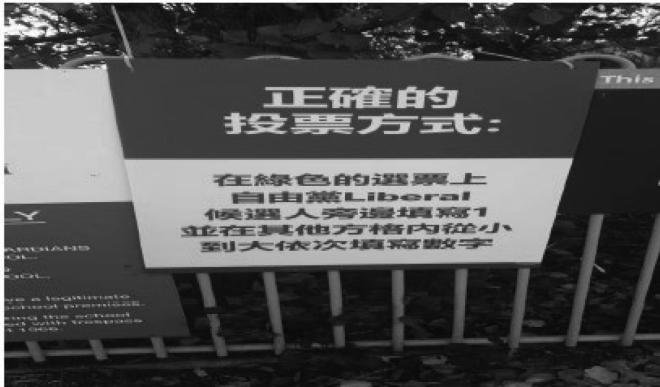


Translated from Chinese

Certified translator: Dan ZHANG

NAATI NO. CPN6DD62G

Source text:



Translation:

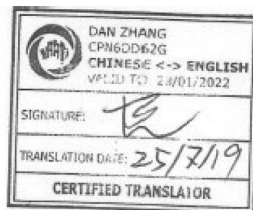
The right way to vote:

On the green ballot paper

fill in 1 next to the candidate of Liberal Party

and fill in the numbers from smallest

in the rest of the boxes



Translator Name: Qing Yao

Translation Date: 26 July 2019

Accreditation:

2013 - professional interpreter between Chinese and English and

2015 – professional certified translator from Chinese to English,

with the National Accreditation Authority for Translators and Interpreters Ltd

("NAATI"), having accreditation No. 82457

Source of Translation:



正確的
投票方式:

在綠色的選票上
自由黨 Liberal
候選人旁邊填寫 1
並在其他方格內從小
到大依次填寫數字

Translation from Chinese into English:

The correct way to vote:

Fill in 1 next to the Liberal Party candidate on the green ballot and fill in numbers from small to large successively in other boxes



Annexure G
Kooyong – First Preference Vote Count

Candidate	Party	Votes	%
D'ELIA, Steven	United Australia Party	1,185	1.20
YATES, Oliver	Independent	8,890	8.98
ZUBAC, Angelina	Independent	539	0.54
FRYDENBERG, Josh	Liberal	48,928	49.41
STEWART, Jana	Australian Labor Party	16,666	16.83
HINKLEY, Davina	Animal Justice Party	1,117	1.13
BURNSIDE, Julian	The Greens (Vic.)	21,035	21.24
CHANDLER, Bill	Independent	669	0.68
.....	Family First Party	0	0.00
.....	Rise Up Australia Party	0	0.00
Formal		99,029	97.03
Informal		3,033	2.97
Total		102,062	

Annexure H
Kooyong – Two Candidate Preferred Result

Candidate	Party	Votes	Margin	This election (%)	Status
FRYDENBERG, Josh	Liberal	55,159	11,289	55.70	Re-elected
BURNSIDE, Julian	The Greens (Vic.)	43,870	-11,289	44.30	

HIGH COURT RULES 2004
HIGH COURT PROCEEDING CHALLENGING 18 MAY 2019 ELECTION
OF THE MEMBER OF THE HOUSE OF REPRESENTATIVES
FOR THE ELECTORAL DIVISION OF KOOYONG

The following Election Petition was filed in The High Court of Australia Melbourne Registry on 31 July 2019. Pursuant to Rule 30.02.1 of the High Court Rules 2004 a copy of the petition is published below.

IN THE HIGH COURT OF AUSTRALIA
SITTING AS THE COURT OF DISPUTED RETURNS
MELBOURNE REGISTRY

No. M96 of 2019

BETWEEN:

Michael Robert Staindl

Petitioner

and

Joshua Anthony Frydenberg

Respondent

ELECTION PETITION

This petition concerns the election for a member for Kooyong in the State of Victoria for the House of Representatives held on Saturday, 18 May 2019.

Return of writ

The writ for the election was returned on 21 June 2019.

Entitlement to file this petition

The petitioner is entitled to file this petition because he is a person who was qualified to vote in the disputed election within the meaning of s 355(c) of the **Commonwealth Electoral Act 1918**.

Statement of facts

The respondent was not eligible to sit in Parliament because of s 44(i) of the Constitution because he is a citizen of the Republic of Hungary.

The respondent's mother was a citizen of Hungary at the time of her birth pursuant to the law of Hungary. The respondent has declared that his mother was a citizen of Hungary from her birth until 1948.

The respondent's mother arrived in Australia in 1950 in possession of a valid passport, inferred to be a valid Hungarian passport. This indicates that she continued to be a citizen of Hungary after 1948.

Pursuant to the law of Hungary, all children born to the respondent's mother are a citizen of Hungary from the time of their birth and in the premise, the respondent is a citizen of Hungary.

Relief

The petitioner asks the Court to make the following orders:

1. A declaration that the place of the member for Kooyong in the House of Representatives is vacant.
2. Appropriate orders for the conduct of a by-election to elect the member for Kooyong in the House of Representatives.
3. Costs.
4. Such other orders as may be appropriate.

Dated 31 July 2019

Michael Robert Staindl

in the presence of:

Witness

Name: Janet Shelley

Occupation: Environmental officer

Address: 16 Frederick Street, Brunswick, Victoria 3056

Witness

Name: Kaye Elizabeth Trainor

Address: care of Bleyer Lawyers Pty Ltd, 10/250 Queen Street, Melbourne 3000

Occupation: Home duties

To: The Respondent
695 Burke Road
Camberwell, Victoria 3124

The petitioner's address for service is Bleyer Lawyers Pty Ltd, 10/250 Queen Street, Melbourne, Victoria 3000.

DISSOLUTION OF PARTNERSHIP

The partnership formerly subsisting between Robert Smith Pty Ltd and SurfCoast Test and Tag Pty Ltd, previously carrying on business as Kandu Preventative Maintenance, from the premises situated at 6 Walker Street, Torquay, was dissolved on 1 August 2019. This is a notice for the purposes of section 41 of the **Partnership Act 1958**.

Re: BRUCE CHARLES PORTER, late of 23 Main Neerim Road, Drouin East, wire worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 November 2018, are required by the trustee, Kenneth Higgins, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he has notice.

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

BARBARA JEAN PASCOE, late of 29 Mangana Drive, Mulgrave, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 July 2018, are required by the executor, Luke Hampden Martin Pascoe, of the Will of the deceased, to send particulars thereof to him, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which the executor will distribute the estate, having regard only to the claims of which he has notice.

ALPHASTREAM LAWYERS,
Suite 12, 622 Ferntree Gully Road,
Wheelers Hill, Victoria 3150.

LYNETTE JEAN MERRETT, late of 1B Croft Crescent, Reservoir, in the State of Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 February 2019, are required by the executor, Deak Alan Merrett, care of Arthur J.

Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 7 October 2019, after which date the executor may convey or distribute the assets, having regards only to claims to which he has notice.

Dated 2 August 2019

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

JUNE ROSEMARY CUNNINGHAM, late of 1 Dampier Close, Skye, Victoria 3977.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 11 February 2019, are required by the personal representative, Karen Anne Cornell, to send particulars to her, care of the undermentioned solicitors, by 8 October 2019, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which she then has notice.

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

Estate WILLIAM PATRICK LAURSEN, late of 84–86 Shadforth Street, Kerang, retired builder, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 October 2018, are required by the executor, Marlene Heather Laursen, to send particulars of such claims to her, care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

Dated 1 August 2019

BASILE & CO. PTY LTD, legal practitioners,
consultants and conveyancers (Vic. and NSW),
46 Wellington Street, Kerang, Victoria 3579.
RB:GR:18649.

Re: The estate of LLEWELLYN ALBERT WILLIAMS, late of 107/339 St Helena Road, St Helena, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 December 2018, are required

by the executor, Anthony Williams, to send particulars to him, care of the undersigned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

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

Re: Estate of STEPHEN JOHN MULAVIN, late of 12A Cannes Avenue, Bonbeach, Victoria, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 6 May 2019, are required by the trustee, Richard John Goodwin, to send particulars of their claims to the trustee, care of the undermentioned legal practitioners, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: MARIE EVELINE STUBBS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 February 2019, are required by the trustees, David John Stubbs and Gordon Robert Talbett, to send particulars of their claims to the trustees, care of the undermentioned legal practitioners, by 17 October 2019, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

BULLARDS, solicitors,
221 Queen Street, Melbourne 3000.

Re: TANIA BOCHKAREV, late of 3 Wedgewood Road, Roxburgh Park, Victoria, machinist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 December 2018, are required by the trustees, Ivan Bochkarev and Joseph De

Marco, to send particulars to the trustees, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: LAWRENCE RACKLEY MATTHEWS, late of 32 Payne Street, Gladstone Park, Victoria, station master, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 May 2019, required by the trustee, Escolastica Matthews, to send particulars to the trustee, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: MAXWELL JOHN CARTLEDGE, late of 811 Burwood Highway, Ferntree Gully, Victoria, retired service station attendant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 13 December 2017, are required to send particulars of their claim to the administrator, care of the undermentioned solicitors, by 8 October 2019, after which date the administrator will convey or distribute the assets, having regard only to the claims of which the administrator then has notice.

E. P. JOHNSON & DAVIES, solicitors,
Level 3, 52 Collins Street, Melbourne 3000.

JEAN ALYS JOHANSEN, late of Unit 25, Federation Village, 639 Ballarat Road, Albion, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 January 2019, are required by the trustee, Equity Trustees Wealth Services Limited, ACN 006 132 332, of the address below, to send particulars to the trustee by 8 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.

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

Re: Estate of LINDSAY LESLIE GORDON WILDE.

Creditors, next-of-kin and others having claims in respect of the estate of LINDSAY LESLIE GORDON WILDE, late of 11 George Street, Cohuna, in the State of Victoria, retired, deceased, who died on 31 May 2019, are to send particulars of their claim to the executor, care of the undermentioned legal practitioners, by 21 October 2019, after which the executor will distribute the assets, having regard only to the claims of which she then has notice.

JOLIMAN LAWYERS,
Beveridge Dome, 194–208 Beveridge Street,
Swan Hill 3585.

IVICA (JOHN) RAJKOVIC, late of 16 Lauren Close, Dingley Village, Victoria, deceased.

Creditors, next-of-kin and others having claims on the estate of the deceased, who died on 30 November 2018, are required by the executor, Dubravka Rajher, to send particulars of their claims to her, care of her solicitors, Kelly & Chapman, PO Box 147, Bentleigh, Victoria 3204, within two months from the date of publication of this notice, after which she will distribute the assets, having regard only to the claims of which she then has notice.

Dated 30 July 2019

Re: REX ANTHONY CLAREMONT, late of 14 Olive Road, Lynbrook, Victoria 3975, retired, deceased.

Creditors, next-of-kin and others having claims in the respect of the estate of REX ANTHONY CLAREMONT, deceased, who died on 8 June 2019, are required by the trustees, Candice Marie-Ann Negritas and Mark John Negritas, to send particulars of their claim to the undermentioned firm by 7 October 2019, after which date the trustees will convey or distribute

assets, having regard only to the claims of which they then have notice.

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

Re: MONICA MARY MURPHY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 April 2019, are required by the trustee, Catherine Anne Murphy, of 900 Main Road, Eltham, Victoria, registered nurse, to send particulars to the trustee by 10 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.

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

NORMAN JOHN COOPER, late of 12 Anne Street, Koroit, in the State of Victoria, labourer, deceased.

Creditors, next of kin and others having claims in respect of the estate of the deceased, who died on 8 October 2018, are required by the executors, Leanne Roslyn Baker and David Anthony Gleeson, care of Maddens Lawyers of 219 Koroit Street, Warrnambool, in the said State, to send particulars of their claims to them by 7 October 2019, after which date the executors may convey or distribute the assets, having regard only to the claims of which they have notice.

Dated 8 August 2019

Re: Estate of LESLEY ANNE BOUCHER, late of Cabrini Residential Care, 54 Queens Parade, Ashwood, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 April 2019, are required by the trustees, to send particulars to the trustees, care of the undermentioned solicitors, by 8 October 2019, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors,
177 Surrey Road, Blackburn 3130.
SM:CH2191065.

Re: VALERIE JEAN CAMPBELL, late of 2 Pope Road, Blackburn, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 April 2019, are required by the trustees, Graeme Lauchlan Campbell and Trevor Bruce Campbell, to send particulars to the trustees, care of the undermentioned solicitors, by 8 October 2019, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors, 101/177 Surrey Road, Blackburn 3130.
CD:HP:2190794.

Re: Estate of MAURICE HAMILTON GILFEDDER, late of Mary McKillop Aged Care, 4-6 King Street, Hawthorn East, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 May 2019, are required by the trustees, to send particulars to the trustees, care of the undermentioned solicitors, by 8 November 2019, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors, 177 Surrey Road, Blackburn 3130.
SM:CH2190860.

BARBARA LOUISE CLAREBROUGH (in the Will called Barbara Clarebrough), late of 2/6 Hopetoun Avenue, Canterbury, Victoria 3126, retired law clerk/investor, deceased.

Creditors, next-of-kin and others having claim in respect of the estate of the deceased, who died on 2 June 2019, are required by the executors, Michael John Clarebrough and Richard Martin Ahmed, care of Nicholas O'Donohue & Co., lawyers, Level 29, 140 William Street, Melbourne, Victoria 3000, to send particulars to them by 17 October 2019, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

NICHOLAS O'DONOHUE & CO.,
(Nodco Pty Ltd), lawyers,
Level 29, 140 William Street, Melbourne,
Victoria 3000.
Ref:MAC:2098395.

BEDE ARTHUR RICHMOND, late of 8 McLeod Street, Kirwans Bridge, Victoria, investor, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 12 July 2017, are required by the executor, Rodney Victor Theobald, care of 6 Wallis Street, Seymour, Victoria 3660, to send particulars of their claims to him by 11 October 2019, after which date the executor may convey or distribute the assets of the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 2 October 2017.

Dated 1 August 2019

OSBORNE & OSBORNE PTY LTD,
PO Box 31, Seymour, Victoria 3661.
Ph: (03) 5792 1400.
Contact Warren Osborne.

Re: MARIA DOLORES BORG, also known as Doris Borg, deceased, late of Unit 2, 64 Wilson Street, Cheltenham, Victoria, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 May 2019, are required by the trustee, Demetrie Borg, to send particulars to him, care of the undermentioned solicitors, by 26 October 2019, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

STANLEY RHODES, late of 25 McCubbin Street, Burwood, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 March 2019, are required by the executor, Beverly Tyler, care of Rennick & Gaynor, 431 Riversdale Road, Hawthorn East, Victoria, to send particulars of their claims to her, care of the undersigned, by 8 October 2019, after which date she may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

JUDITH APFELBAUM, late of Unit 6, 21–27 Lucerne Avenue, Mornington, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 March 2019, required by the executors, Tara Koker and Dean Appleton, to send particulars to them, care of the undermentioned solicitors, by 14 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.

STIDSTON WARREN LAWYERS,
Suite 1, 10 Blamey Place, Mornington.

LADISLAUS MOLNAR, late of 2 Estella Street, Glen Iris, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 19 April 2019, are required to send particulars of their claims to the executor, Annemarie Molnar, care of the undermentioned solicitors, by 8 November 2019, after which date the said executor will distribute the assets, having regard only to the claims of which she then has notice.

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

Re: DONALD MACDONALD, late of 4/8 Wirreanda Court, Blackburn 3130.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 April 2019, are required by the executor, Beryl Elizabeth Macdonald, to send particulars of their claim to her, care of the undermentioned solicitors, by 17 October 2019, after which date the said executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: SARAH BEVERLEY O'DONOHUE, late of 18–22 Fernhill Road, Sandringham 3191.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 February 2019, are required

by the executors, Daniel John Nelson and Jacqueline Louise Wood, to send particulars of their claim to them, care of the undermentioned solicitors, by 17 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.

ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 12 September 2019 at 1.30 pm, at Level 6, 446 Collins St Melbourne (unless process is stayed or satisfied), all the estate and interest (if any) of the person(s) named below, in the land described below, will be auctioned by the Sheriff:

Ananthamenan Murugiah of 2 Bluegrass Street, Tarneit, Victoria, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11644, Folio 343, upon which is erected a house and known as 2 Bluegrass Street, Tarneit, Victoria.

The following recordings in the Register affect or may affect the land as at 11 July 2019:

- Registered Mortgage (Dealing Number AN065952R),
- Covenant PS730344U.

The Sheriff is unable to provide access to this property. Refer to the advertisement on realestate.com.au for further information.

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

Please visit the Sheriff's Office Victoria Real Estate Section website at www.justice.vic.gov.au/sheriffrealestate for an information sheet on Sheriff's Auctions, a contract of sale and further information. Alternately, you can contact the Sheriff's Office Victoria Real Estate Section at realestatesection@justice.vic.gov.au

SHERIFF OF VICTORIA

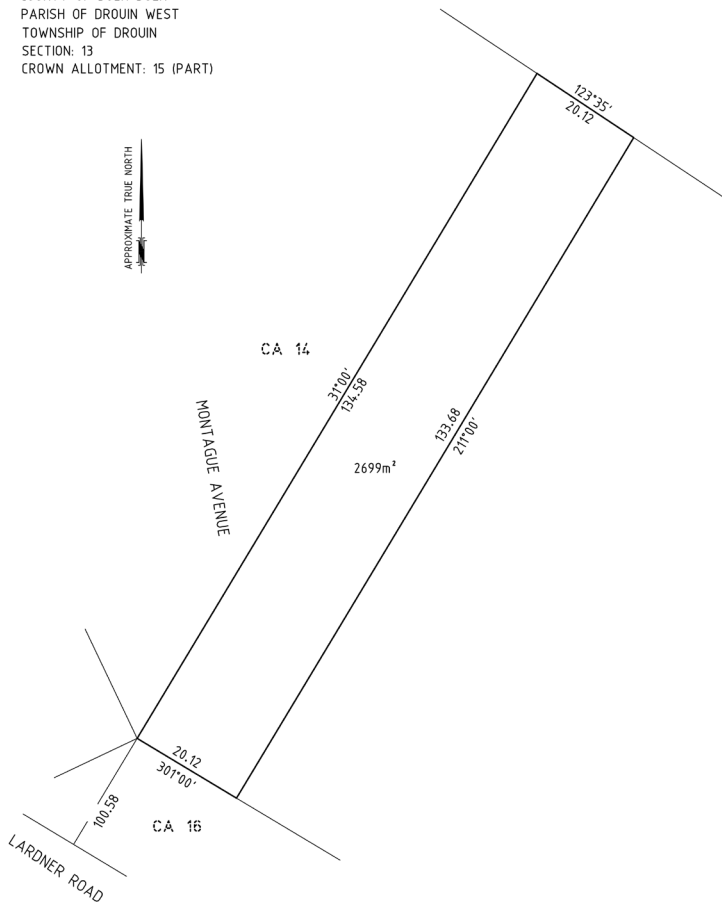
**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**



ROAD DECLARATION

Pursuant to section 11 and Clause 2(a) of the **Road Management Act 2004**, and under delegation from Baw Baw Shire Council, I authorise that the area shown on the plan below to be declared as Road.

COUNTY OF BULN BULN
PARISH OF DROUIN WEST
TOWNSHIP OF DROUIN
SECTION: 13
CROWN ALLOTMENT: 15 (PART)

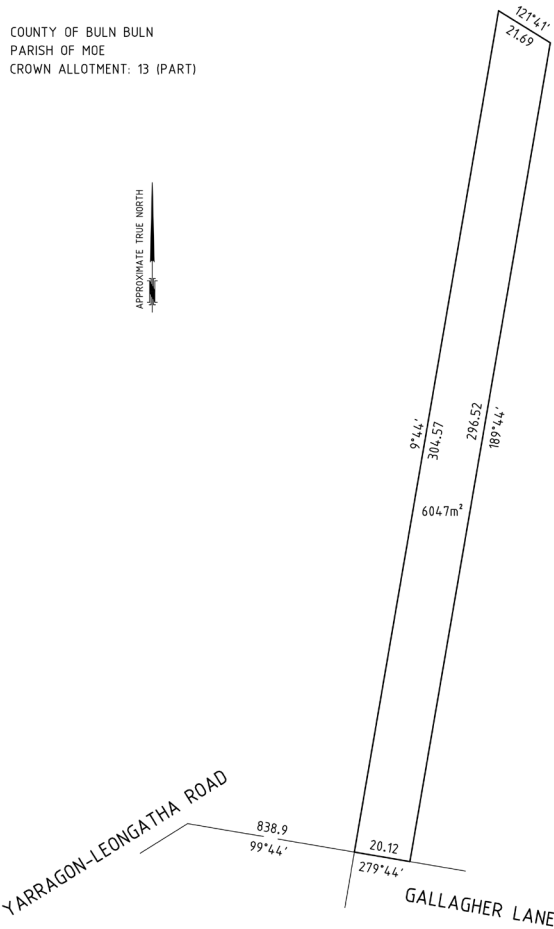


COHEN VAN DER VELDE
Director Community Infrastructure



ROAD DISCONTINUANCE

Pursuant to section 206 and Clause 3 of Schedule 10 of the **Local Government Act 1989**, Baw Baw Shire Council, at its ordinary meeting held on 8 August 2018, having formed the opinion that the section of road TP 906152N (PART) shown on the plan below is not reasonably required as a road for public use, resolved to discontinue the section of road.

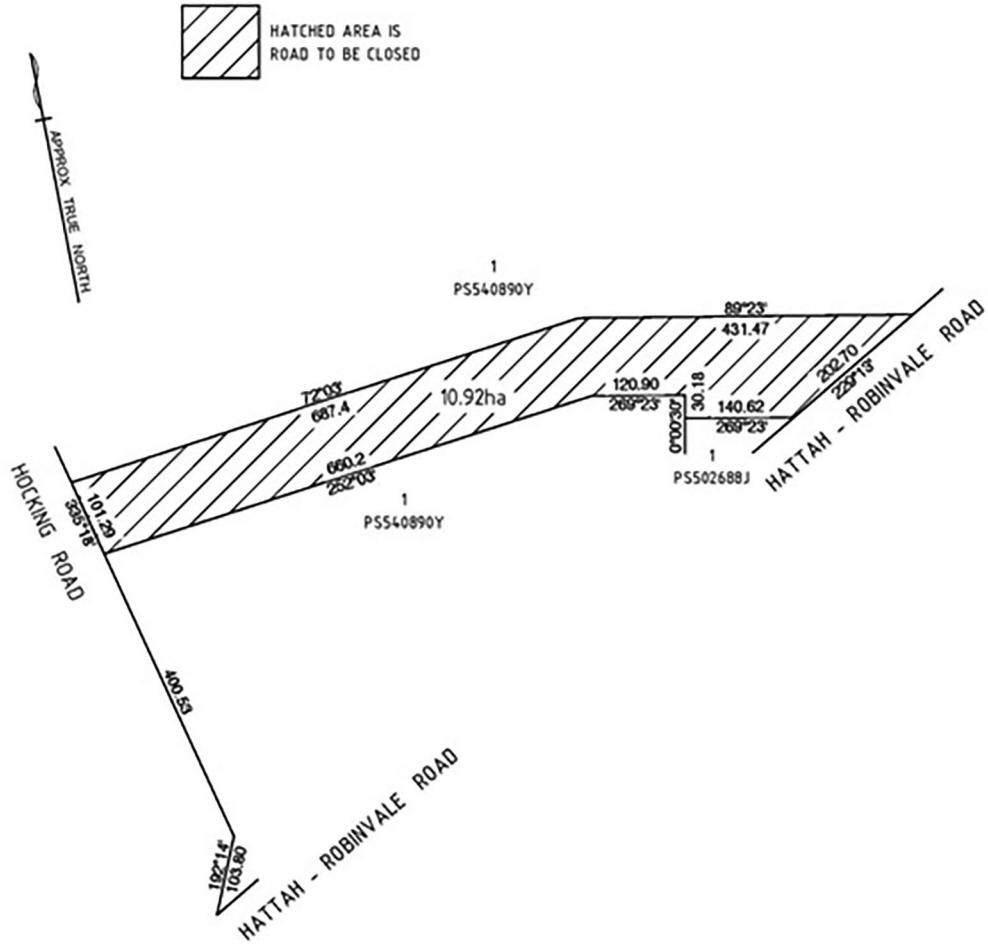


ALISON LEIGHTON
Chief Executive Officer

SWAN HILL RURAL CITY COUNCIL

Road Discontinuance

Under section 206 and Schedule 10 Clause 3 of the **Local Government Act 1989** the Swan Hill Rural City Council at its ordinary meeting held on 16 April, 2019 formed the opinion that the road shown on the plan below is not reasonably required as a road for public use. They resolved to discontinue the unnamed road (known as BM23 Bumbang) for the purpose of enabling the Crown to sell the land to the abutting landowner.



JOHN McLINDEN
Chief Executive Officer



ROAD DISCONTINUANCE

Municipal District of the
Pyrenees Shire Council

Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Pyrenees Shire Council declares that by this notice it discontinues the road in the Parish of Beaufort being Crown Allotment 2037 as shown on original Plan No. OP124774 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning (2015095).

JIM NOLAN
Chief Executive Officer



ORDER MADE PURSUANT TO SECTION 25(2) OF THE DOMESTIC ANIMALS ACT 1994 (DAA)

Mitchell Shire Council at its Ordinary Meeting held on 15 July 2019, resolved to make the following Order imposing conditions on the presence of cats found at large outside the premises of the owner, or not securely confined to the owner's premises.

In this Order, the term 'owner' has the same meaning as in the DAA.

Cat Curfew:

An owner of a cat kept within the municipal district, must ensure that the cat is not found at large outside of the owner's premises, and is otherwise securely confined to the owner's premises, between the hours of sunset and sunrise.

The order will come into effect on Wednesday 16 October 2019 being three months from the date of Council's resolution.

DAVID TURNBULL
Chief Executive Officer

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C222card

The Cardinia Shire Council has prepared Amendment C222 to the Cardinia Planning Scheme.

The land affected by the Amendment is 85 McNamara Road, Bunyip – Lot 1 LP 81582.

The Amendment proposes to:

- rezone 85 McNamara Road, Bunyip, from Farming Zone to Low Density Residential Zone Schedule 3 and amends planning scheme maps 20 ad 24;
- inserts Schedule 21 to Clause 43.04 Development Plan Overlay and amends planning scheme maps 20DPO and 24DPO;
- inserts Schedule 1 to Clause 43.02 Design and Development Overlay and amends planning scheme maps 20DDO and 24DDO;
- deletes Schedule 1 to Clause 42.01 Environmental Significance Overlay and amends planning scheme maps 20ESO and 24ESO.

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, Cardinia Shire Council, Civic Centre, 20 Siding Avenue, Officer; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Friday 6 September 2019, 5 pm. A submission must be sent to the Cardinia Shire Council at PO Box 7, Pakenham, Victoria 3810.

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.

LUKE CONNELL
Manager Policy, Design and
Growth Area Planning

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C269

The Victorian Planning Authority has prepared Amendment C269 to the Casey Planning Scheme.

The land affected by the Amendment is included in the Minta Farm Precinct Structure Plan (PSP), which is an area of approximately 285 hectares and generally bounded by the Princes Freeway to the north, Cardinia Creek to the east, Grices Road to the south and Soldiers Road to the west.

The Amendment proposes to replace the Minta Farm Infrastructure Contributions Plan, May 2019 (ICP), which was inserted into the Casey Planning Scheme on an interim basis, with the Minta Farm Infrastructure Contributions Plan, July 2019.

You may inspect Amendment C269 to the Casey Planning Scheme, 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, Victorian Planning Authority (VPA), Level 25, 35 Collins Street, Melbourne, or at any time on the VPA website: www.vpa.vic.gov.au; during office hours at the office of Casey City Council, Civic Centre, Magid Drive, Narre Warren; and at the Department of Environment, Land, Water and Planning website: www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for the planning authority to consider submissions and to notify such persons of the opportunity to attend any public hearing held to consider submissions. The closing date for submissions is 9 September 2019. A submission must be sent to the Victorian Planning Authority, Level 25, 35 Collins Street, Melbourne, Victoria 3000 or via email to amendments@vpa.vic.gov.au

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

For more information visit www.vpa.vic.gov.au or call Brent McLean, Strategic Planning Manager on (03) 9651 9600.

STUART MOSELEY
Chief Executive Officer

Planning and Environment Act 1987

MELTON PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C209

The Melton City Council has prepared Amendment C209 to the Melton Planning Scheme.

The land affected by the Amendment is:

- 2088–2128 Diggers Rest – Comaidi Road, Toolern Vale
- 78–132 Hoggs Road, Toolern Vale
- Crown Allotment 81D, Parish of Yangardook.

The Amendment proposes to correct a zoning anomaly affecting these three properties.

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, Melton City Council, 232 High Street, Melton; or during office hours at Caroline Springs Civic Centre/Library, 193–201 Caroline Springs Boulevard, Caroline Springs; or at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 9 September 2019. A submission must be sent to the Manager of City Design, Strategy and Environment, Melton City Council, PO Box 21, Melton, Victoria 3337.

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.

KEL TORI
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 11 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.

BURKETT, Gladys Muriel, late of Clovelly Cottage, 16 Stewart Street, Boronia, Victoria 3155, deceased, who died on 13 October 2018.

HINDE, Keith Lyall, late of Japara Bayview Aged Care, 1295 Frankston-Dandenong Road, Carrum Downs, Victoria 3201, deceased, who died on 26 February 2019.

HISKINS, Pamela, late of Regis Frankston, 93 Ashleigh Avenue, Frankston, Victoria 3199, deceased, who died on 24 March 2019.

KOTRO, Else Elfriede, late of Frankston Nursing Home, 8-12 Nolan Street, Frankston, Victoria 3199, deceased, who died on 19 May 2019, Date of Grant 26 July 2019.

McCARRON, John, late of 1 Cooba Court, Mulgrave, Victoria 3170, retired, deceased, who died on 26 March 2019, Date Of Grant 26 July 2019.

TAYLOR, Edmund, late of 38 Churinga Avenue, Mitcham, Victoria 3132, deceased, who died on 21 May 2019.

WEDLA, John, late of Yallambee Village, Matthews Crescent, Traralgon, Victoria 3844, deceased, who died on 21 February 2019.

Dated 2 August 2019

Associations Incorporation Reform Act 2012 SECTION 135

On 9 July 2019 I issued a notice under section 135(2) of the **Associations Incorporation Reform Act 2012** (the Act) to the incorporated associations listed below, requesting them to show cause as to why their incorporation should not be cancelled.

I am now satisfied that the incorporation of the below listed incorporated associations should be and are hereby cancelled in accordance with section 135(3) of the Act.

Afghani Association of Swan Hill Inc.; Africalink – Africa Australia Association Inc.; African Business & Financial Services Association Inc.; African Council of Victoria Inc.; Al Mustaqbel Arabic Language School Inc.; Al-Aberoon Church Melbourne Inc.; Albert Park Model Yacht Club Inc.; Albury/Wodonga Antique Fair Committee Inc.; Aldonga Racquetball Association Incorporation; Arobanam Boys' Home Patrons Guild Inc.; Association for Advancement of Sustainable Materials in Construction (Aasmic) Inc.; Auslanka Friendship Circle Inc.; Australian Biosphere Volunteers Inc.; Australian Centre for Islamic Da'wah Inc.; Australian Dance Initiative Inc.; Australian Halal Certifiers of Alliance Inc.; Australian Hunts Association Inc.; Australian Junior And 2nd Division Rodeo Development Club Inc.; Australian Macedonian Youth Association – Aleksandar Makedonski of Werribee Inc.; Australian Mail House Association Inc.; Australian Professional Wrestling Association Inc.; Australian Sikh Cultural Forum Inc.; Australian Software Innovation Forum Inc.; Australian Students Together Inc.; Australian Sudanese Association

of Women in the North Inc.; Ayesha Foundation Inc.; Baliet Community Association of Victoria Inc.; Balkan Multicultural Folk Music and Dance Inc.; Ballarat Dinka Community Association Inc.; Banksia Basketball Association Inc.; Belmont Squash Club Inc.; Bendigo Amateur Movie Makers Club Inc.; Berwick Falcons Sporting and Cultural Association Inc.; BH Film Festival Inc.; Bi Polar Hope Incorporated; Bi Polar Support Inc.; Blackburn Lake Sanctuary Action Group Inc.; Broadmeadows Remembrance Memorial Association Inc.; Brookland Greens Residents Association Inc.; Brown's Cows Orchestra Inc.; Burners Netball Club Inc.; C.A. Link (Chinese Australian Link) Inc.; Camperdown & District Table Tennis Association Inc.; Casey Tourism Association Inc.; Casterton Rifle Club Inc.; Cedar Springs Horses Inc.; Centre for Excellence and Accreditation Authority for Communication and Commercialization Inc.; CF Inner City Big Cats Inc.; Chaffey Volleyball Club Inc.; Chen Wu Dance Troupe Inc.; Childsplay Inc.; Christ Tamil Church Inc.; City Futsal & Futbol Inc.; City of Whittlesea Playgroup Association Inc.; Coalition for Justice Inc.; Coburg Christian Fellowship Inc.; Cohre Australia Inc.; Commercial Hotel Social Club Camperdown Inc.; Committee for Bayswater Inc.; Community Partners Inc.; Community Voice on Mental Health Inc.; Confucius Mencius Tao Association of Australia Inc.; Congregational Christian Church in Samoa Tullamarine Inc.; Cook Islands Multicultural Playgroup Inc.; Cooking Across Kultures (Cakes) Inc.; Country Nitrogen Fire Fighting Agency Inc.; Country Pubs of North Eastern Victoria Inc.; Cranbourne And District Residents Association Inc.; Cranbourne North Netball Club Inc.; Cretan Dance Company of Melbourne – Australia Inc.; Dandenong (Demons) Football Club Inc.; Davawenyo Victoria Inc.; Deaf Eight Ball Association Victoria Inc.; Deakin Inn Daxue Chinese Students Scholars Association Inc.; Desert Teaches the Cities Inc.; Discipleship Housing Inc.; Diversitat Housing Inc.; Diving Sunraysia Association Inc.; Donvale Coptic Orthodox Centre Senior Citizen's Club Inc.; Dookie Agricultural & Pastoral Society Inc.; Douglas Tennis Club Inc.; Dulin Baban Atsi Women's Group Inc.; Dynamites Forum International Inc.; Eastern Public Tenants Association Inc.; Elwood West St Kilda RSL Sub-Branch Inc.;

FC Demons Soccer Club Inc.; Federation of Ethnic Communities Councils of Australia Inc.; Feed the Minds Foundation Inc.; Fly-On-The-Wall Theatre Inc.; Footscray Matters Inc.; Foundation of Patriarch Estephan Douaihy Australia Inc.; French Island Tourism Association Inc.; Friends of Altona Coastal Park Inc.; Friends of Caulfield Park Inc.; Friends of Humanity Inc.; Friends of The Brunswick Stadium (Bill and Les Barnes Sports Hall) Inc.; Friends with Power Inc.; Furniture Designers Association of Victoria Inc.; Future Art Research Inc.; Gay Dads Alliance Inc.; Gippsland Fiddle Orchestra Inc.; Gippsland Repeater Users Group Inc.; Glitter Club Inc.; Goulburn Valley Kart Club Inc.; Groundszero Inc.; Harar Relief Rehabilitation and Development Organization Inc.; Harrietville Business & Tourism Association Inc.; Healesville Education & Awareness Raising (Re Clergy Professional Misconduct & Sexual Abuse) Inc.; Heritage Springs Residents Group Inc.; Hindu Welfare & Cultural Association of Australia Inc.; Independant Muso's Network Inc.; Inov Inc.; Inspirit Provision Yiotis Inc.; Institute of Islam And Civilization Inc.; International Research Association Inc.; Internet and Energy Users Association Inc.; Jci Victoria Inc.; Kano Jujitsu Association Inc.; Katandra Tennis Club Inc.; Keilor Support Group for The Intellectually Disabled Inc.; Khmer Together Inc.; Knoxfield District Netball Inc.; Kurdish Human Rights Initiative (K.H.R.I.) Inc.; Lalor Thomastown Community Youth Club Inc.; Latjor Dingyian and Nuer Literacy Centre Inc.; Latrobe Valley Refugees Services Inc.; Laverton Community Association Inc.; Lovely Banks Tennis Club Inc.; Lumumba Foundation Inc.; M.U.R. Pipes & Drums Inc.; Madda Walaabuu Self Assistance Association Australia Inc.; Maravilla Car Club Inc.; Medcezir Theatre and Cultural Activities Group Inc.; Melbourne Movement Inc.; Melbourne Stencil Festival Inc.; Melton Bacchus Marsh Dancing Festival Inc.; Melton Boxing Club Inc.; Melton City Futsal Club Inc.; Mentone Old Time Theatre Society Inc.; Mentor Productions Inc.; Merino and District Youth Association Inc.; Merlinsvale Adult Riding Club Inc.; Midweek Ladies Tennis Competition – Western Suburbs Inc.; Migrant's Support Group (MSG) Inc.; Millennium Life Ministry Opp Shop Inc.; Miss Polonia Australia Inc.; Monash Stars Soccer Club Inc.; Moonee Ponds Creek

Co-Ordination Committee Inc.; Moriac And District Lions Club Inc.; Mowtec Racing Club Inc.; National Council of Indian Australians Inc.; Newborough Village Traders Association Inc.; Newbridge Cricket Club Inc.; Ngati Wikitoria Maori Rugby League Inc.; Nissarana Senasanaya Forest Hermitage Inc.; Northland Masters Social Club Inc.; NPAA Naturopathic Physicians Association of Australia Inc.; Nuer Women Group Inc.; Nug Nug Reserve Campers Association Inc.; Oromiyaa Cultural and Recreational Club Inc.; Park Players Inc.; Part Inc.; Part of The Team Inc.; Peninsula Association of Filipino Australian, Inc.; Peninsula Cavy Club Inc.; Peninsular Rodeo Association Inc.; Personalised & Affirming Life Services (Pals) Inc.; Phillip Island Brazilian Jiu Jitsu Inc.; Pka-Asia Inc.; Plenty Ranges Theatre Company Inc.; Point Cook Christian Church Inc.; Port Phillip Business Association Inc.; Pots Awareness Australia Inc.; Prisoners Advocate Legal Service Inc.; Prisoners Legal Service Inc.; Reang Unity Development of Australia Inc.; Rebels Basketball Club Ballarat Inc.; Renaissance Drama Society, Melbourne Inc.; Saigon Vietnamese School Inc.; Scarlett Bienestar Foundation Inc.; Seight Cycling Team Inc.; Sher-E-Punjab Sports & Cultural Club Inc.; Silverwoods Country Club Inc.; Smythesdale Bushracing Association Inc.; Soft Pathway Inc.; Sollywood Media Production Inc.; Somali United Sports & Recreation Club Inc.; Somalia Community Information Services Network Inc.; South Belgrave Netball Club Inc.; South East Independent Steiner School Inc.; South Sudan Peace and Development Foundation of Australia Inc.; South West Hoteliers Association Inc.; Spotswood Enhancement Association Inc.; SQ Foundation Inc.; Sri Lankan Professional Technician's Association of Australia Inc.; St Andrews 150th Committee Inc.; St. Pauls Drug Prevention Rehabilitation and Aftercare Program Inc.; St. Paul's Parents and Friends Association Inc.; Straight Path Association of Australia Inc.; Sudanese Artist Association in Victoria Inc.; Sudanese Women on The Move Network Inc.; Sustainable Energy & Anti-Uranium Service Inc.; Syriac Orthodox Youth Group of Melbourne Inc.; Tagiilima Unilink Samoa Saasaa Inc.; Tamil Youth Organisation (TYO) Melbourne Inc.; Te Waka Raukura Performing Arts Group Inc.; Thai Disaster Fund Victoria Inc.; The Australian

Wine Society Inc.; The Ballarat Irish Association Incorporated; The Community of Kato Kline Inc.; The Dolphin Tavares Community Boxing Club Inc.; The Indian Television Broadcasting Association Inc.; The International Society for The Psychological Treatment of the Schizophrenias and Other Psychoses – Australia Inc.; The Longford Horse & Pony Club Inc.; The Mildura Fofaonga Club Inc.; The National Network of Hellenic – Australian Festivals Inc.; The Ned Kelly Avenel Festival Committee Inc.; The Olinda/Mt Dandenong Traders Association Inc.; The Order of St John Russian Grand Priory Association of Australia Inc.; The Tiara Project Inc.; The Word of Truth Inc.; Theatra Inc.; Tnweekender Inc.; Toro Australia Braeside Employees Social Club Inc.; Ummah Radio Inc.; United Australian Iraqi Group Inc.; United Church of New Zealand In Victoria Inc.; United India Associations of Victoria Inc.; VCE Foundation Inc.; Victorian Independent Funeral Directors Inc.; Victorian Indo-Chinese Association for Promotion of Peaceful Reunification of China Inc.; Victorian Racing Quarter Horse Association Inc.; Victorian State Singers Inc.; Waaia Action Group Inc.; Wastevolution Inc.; Waverley Sports and Recreation Association Inc.; Western Thunder – Sports Club Te Rautupu O Hauauru Inc.; Wings Softball Club Inc.; Woman Haters Club Inc.; Yarra Arts Inc.

Dated 8 August 2019

DAVID JOYNER

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

Associations Incorporation Reform Act 2012

SECTION 138

I, David Joyner, Deputy Registrar of Incorporated Associations, under delegation provided by the Registrar, hereby give notice that an application for the voluntary cancellation of incorporation, pursuant to section 136 of the Act, has been received by the Registrar from each of the associations mentioned below:

Advance Camperdown Inc.; Altrui Inc.; Appropriate Development for Boronia Group Inc.; Ardeer Community Playground Committee Inc.; Around Laverton Community Newspaper Inc.; Aussies Rescuing Kids Inc.; Australian

Association of Reptile Keepers Inc.; Australian Multicultural Arts Exchange Association Inc.; Bannockburn Kindergarten Inc.; Bass Valley Children's Centre Inc.; Baw Baw Writers Network Inc.; Beaumaris Beach Playgroup Inc.; Caritas Association Inc.; Casey Cardinia Community Legal Service Inc.; Casey Cardinia Tourism Inc.; Casey Community Advocacy Group Inc.; Central Goldfields Winegrowers Inc.; Changing Attitude Australia Inc.; Chicks with Cancer who Coffee & Chat Support Group Incorporated; Chinese Driver Association Inc.; Clare Court Children's Service Inc.; Clifton Hill Presbyterian Kindergarten Inc.; Corangamite Soaring Club Inc.; Creswick & Semmens Court Tenants Association Inc.; Eastern Valley Community Services Hub Incorporated; Essendon Citizens Advice Bureau Inc.; Far Western Victorian Indoor Bowling Association Inc.; Frankston Business Chamber Inc.; Free Sutras Society Inc.; Frieda Social Inc.; Friends of Eynesbury Inc.; Gippsland Women's Network Inc.; Go4dream Career Incorporated; Grace Christian Fellowship Incorporated; Grace Foundation Inc.; Hats for Happiness Inc.; Heartbeat Cabrini Inc.; Hermetic Cardinal Adytum Incorporated; Hope for The Future Orphanage Inc.; Indian Telugu Association of Australia Incorporated; Inland Concert Series Inc.; International Gongfu Committee Oceania Council Inc.; Justice Empowerment Mission Inc.; Kew East Residents Association Incorporated; Knox Appropriate Development Alliance Inc.; Learning Creative Skills Organisation Inc Incorporated; Life Builders Inc.; Lismore Croquet Club Inc.; Local Heroes Australia Incorporated; Mallacoota Coast Guard Inc.; Maribyrnong T.O.W.N. Club Inc.; Maroondah and Box Hill Breast Cancer Research Fund Inc.; Melton District Tennis Association Inc.; Merbein Vanilla Slice Inc.; Mill Park Family Support Group (Mental Illness) Inc.; Mill Park Recycled Teenagers Senior Citizens Club Inc.; MKS & Hundal Films Incorporated; Moe and District Community Garden Group Incorporated; Movement for Australian Technology, Effort, Security Inc.; Newhope Early Learning Inc.; Nillumbik & Banyule Community Legal Centre Incorporated; Noble Park Community Action Forum Inc.; Oceania Fencing Confederation Inc.; Old Ivanhoe Juniors Sc Inc.; Olympic Village Combined Pensioners Association Incorporated; Our Classic and Sports Car Club Inc.; Ovens River Country Music Festival Incorporated; PDS – Personal Defence Strategies Inc.; Peninsula Chiropractors United Inc.; Pigeon Talk Forum Inc.; Porepunkah Union Church Inc.; Private Shareholders Australia Incorporated; Prom Coast Arts Inc.; Queensberry Film Society Incorporated; Rebuilding Broken Homes Incorporated; Red Gum Park Irrigation Association Inc.; Retina Australia (Vic.) Inc.; Riddell Road Playgroup Inc.; Roadsafe – Wimmera Inc.; Roar Tigers Inc.; Rosebud Retirement Village Services Association Inc.; Shannon Park Foundation Incorporated; South Eastern Rabbit Club Inc.; Spirit of Care Foundation Inc.; Sun Bear Children's Festival Incorporated; Super Cricket Albury Wodonga Inc.; Swish Basketball Club Incorporated; Tennis East Gippsland Inc.; Thanal Incorporated; The Biggest Crunch Inc.; The Lions Club Apollo Bay Inc.; The Recola Learning Association Victoria Inc.; The South Eastern Indigenous Media Association Inc.; Thoona Tennis Club Inc.; Trackaus Inc.; Triholm Tryhards Inc.; Victorian Cake Decorating Society Inc.; Victorian Deaf Angling Club Inc.; Victorian Masonic Motorcycle Association Inc.; Victorian Motor Wholesale and Auction Association Inc.; Wangaratta Community Church Inc.; Wards Road Equestrian Centre for Adult Riders Inc.; We Love Aintree Inc.; Werribee South Fishing Club Inc.; Western Plains Photographic Club Inc.; Whittington Senior Citizens Centre Inc.; Who I Thought She Was Inc.; William Hovell Pre-School Inc.; Yarra Institute for Religion And Social Policy Inc.; Yarragon Craft & Friendship Group Incorporated.

I further advise that unless a person makes a written objection to cancellation to the Registrar within 28 days of the date of this notice, I intend to cancel the incorporation of the incorporated associations mentioned above.

Dated 8 August 2019

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

Crown Land (Reserves) Act 1978**ORDER GIVING APPROVAL TO GRANT A LEASE AND LICENCE UNDER
SECTIONS 17D, 17B AND 17DA**

Under sections 17D, 17B and 17DA of the **Crown Land (Reserves) Act 1978**, I, Matthew Jackson, Chief Executive Officer of Parks Victoria, as delegate for the Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a lease and licence reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a lease and licence by Parks Victoria to Food & Desire Pty Ltd over part of Albert Park as described in the Schedule below and, in accordance with sections 17D(3)(a) and 17B(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

- (a) there are special reasons which make granting a lease and licence reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

SCHEDULE

The area of land described as Lease Area and Licence Area below, being part of the land permanently reserved as a site for Public Park by Order in Council dated 21 March 1876:

- Lease Area: The area of land shown by dashed outline on the following plan, and
- Licence Area: The area of land shown hatched on the following plan being a stratum of land above the Lease Area.

Reference: CA-1033

Dated 21 June 2019

MATTHEW JACKSON
Chief Executive Officer
Parks Victoria

PLANS

Food & Desire Pty Ltd

Lease Area



Licence Area



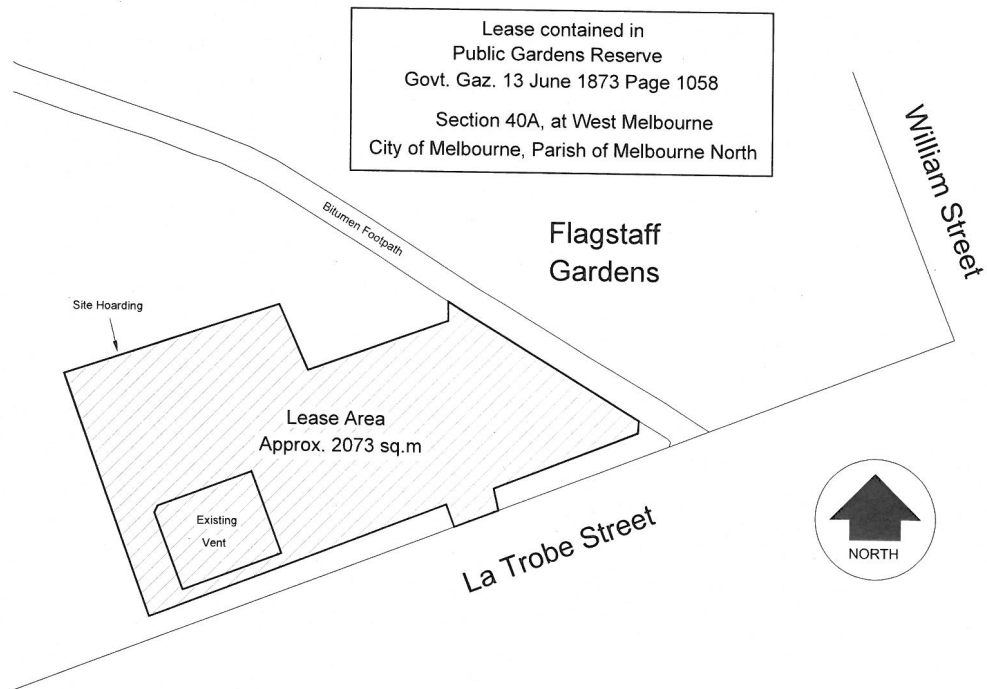
Crown Land (Reserves) Act 1978**ORDER GIVING APPROVAL TO GRANT A LEASE UNDER SECTION 17D**

Under sections 17D of the **Crown Land (Reserves) Act 1978**, I, the Hon Lily D'Ambrosio MP, Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a lease reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a lease by Melbourne City Council for the purpose of modification to the existing Melbourne underground rail loop draught relief shaft vent for the introduction of a platform smoke management system at Flagstaff Railway Station, over part of Flagstaff Gardens as described in the Schedule below and, in accordance with section 17D(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

- (a) there are special reasons which make granting a lease reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

SCHEDULE

The area of land shown hatched on the following plan, being part of the land permanently reserved for Flagstaff Gardens by Order in Council of 9 June 1873 (vide Government Gazette 13 June 1873, page 1058).



File Reference: 1205224

Dated 21 July 2019

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

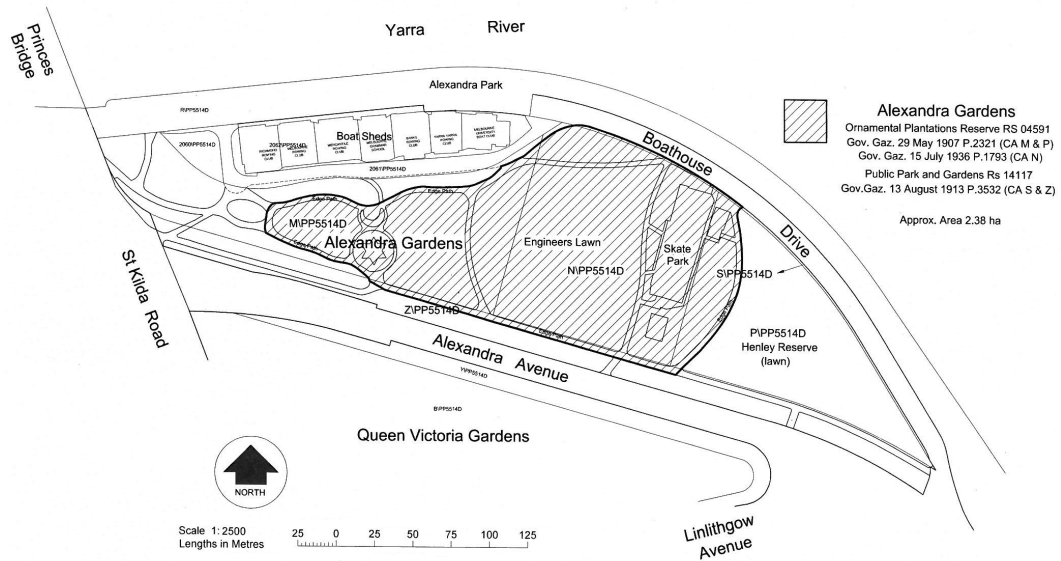
Crown Land (Reserves) Act 1978
ORDER GIVING APPROVAL TO GRANT A LICENCE
UNDER SECTIONS 17B AND 17DA

Under section 17B and 17DA of the **Crown Land (Reserves) Act 1978** I, Lily D’Ambrosio MP, Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a licence reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a licence by the Melbourne City Council as committee of management over the Alexandra Gardens Reserve described in the schedule below for the purpose of an interactive ticketed event celebrating mindful living and, in accordance with section 17B(3)(a) of the **Crown Land (Reserves) Act 1978**, state that:

- (a) there are special reasons which make granting of a licence reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

SCHEDULE

The land, being the land shown hatched on the attached plan, which is part of the Crown land temporarily reserved for the purposes of ornamental plantation by Order in Council of 17 February 1981, published in the Government Gazette at 25 February 1981, page 577.



1204636
 Dated 21 July 2019

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

Crown Land (Reserves) Act 1978

ORDER GIVING APPROVAL TO GRANT A LICENCE UNDER SECTION 17B(1A)

Under section 17B(1A) of the **Crown Land (Reserves) Act 1978**, I, Matthew Jackson, Chief Executive Officer of Parks Victoria, as delegate for the Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a licence reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a licence by Parks Victoria to the Secretary, Department of Transport over part of Cranbourne Wetlands Nature Conservation Reserve as described in the Schedule below and, in accordance with section 17B(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

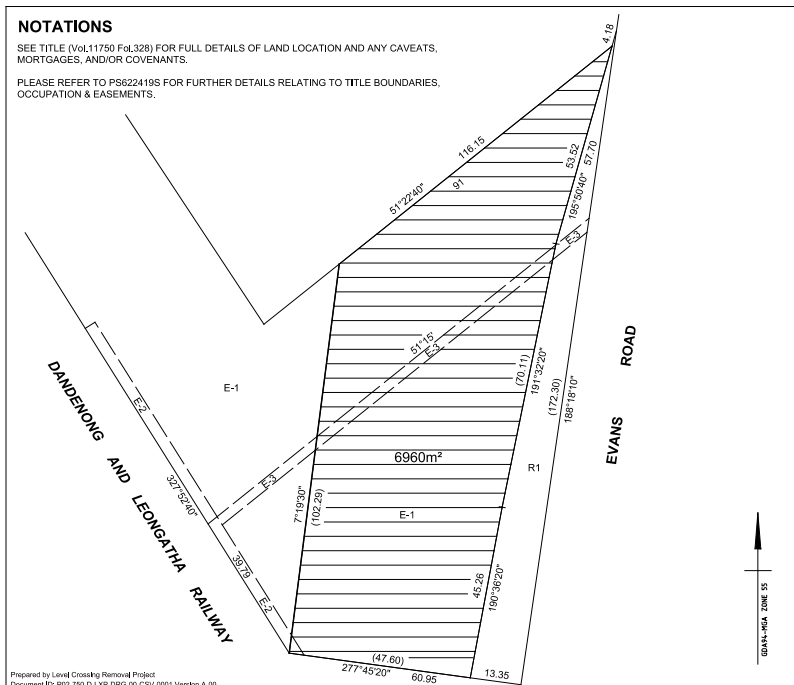
- (a) there are special reasons which make granting a licence reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

SCHEDULE

The area of land shown hatched on the following plan, being part of the Crown land temporarily reserved for the ‘preservation of an area of ecological significance’ by an Order in Council dated 18 March 2009.

Plan

Part of Cranbourne Wetlands Nature Conservation Reserve



Reference: CA-1315

Dated 30 July 2019

MATTHEW JACKSON
 Chief Executive Officer
 Parks Victoria

Development Victoria Act 2003

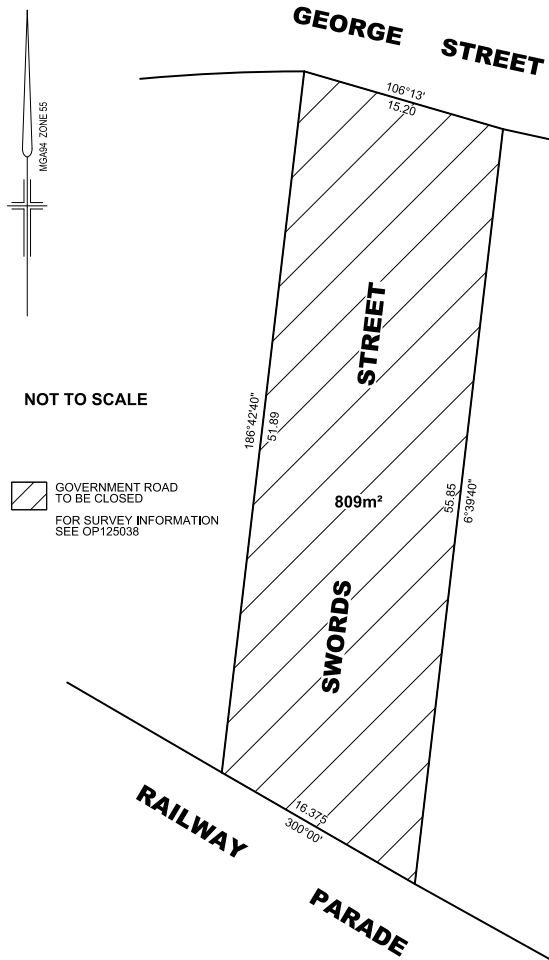
REVITALISING CENTRAL DANDENONG ROAD CLOSURES

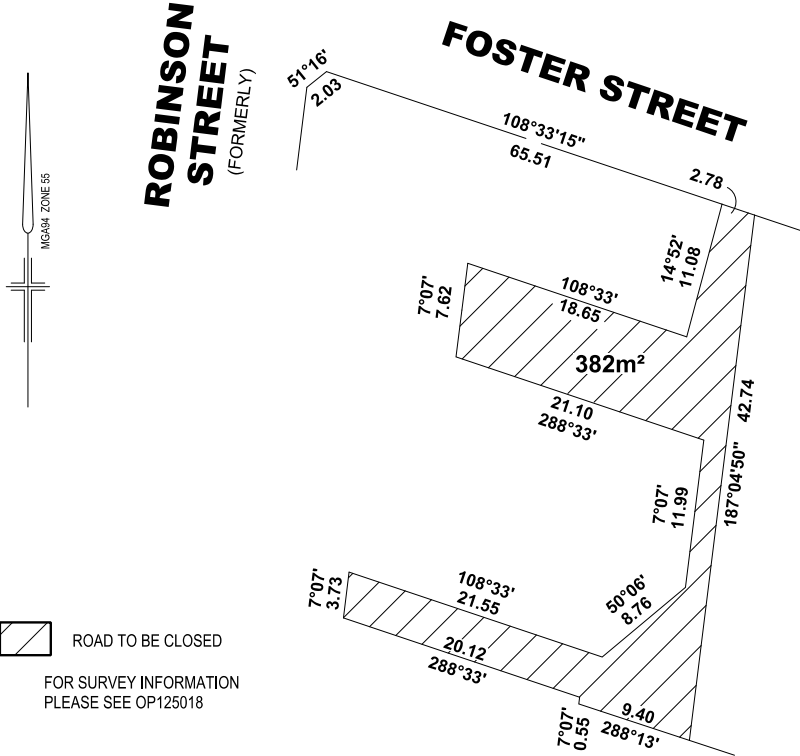
Notice is given under section 54 of the **Development Victoria Act 2003** (Act) of Development Victoria's decision under section 53(1) of the Act, to permanently close:

- part of the road known as Swords Street, being the part between George Street and Railway Parade; and
- part of the road known as Greenland Place, being part of R1 and R2 on Lodged Plan 50205; as shown hatched on the plans below.

The decision takes effect from the date of publication of this notice.

For more information, contact Development Victoria on (03) 8317 3400 or www.revitalisingcentraldandenong.com.au





Education and Training Reform Act 2006

MINISTERIAL ORDER NO. 1217

Daylesford, Drummond, Yandoit School Council Constituting Order

A. Purpose

The purpose of this Order is to dissolve the respective school councils for Daylesford Primary School, Drummond Primary School and Yandoit Primary School, and constitute a school council for Daylesford Primary School, Drummond Primary School and Yandoit Primary School.

B. Authorising provisions

This Order is made under sections 2.3.2 (1) and (2), section 2.3.2(6)(a) and all other enabling provisions of the **Education and Training Reform Act 2006**.

C. Commencement

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

PART A – CONSTITUTION**1. Incorporation**

A school council is hereby constituted, under section 2.3.2(1) of the **Education and Training Reform Act 2006**, by the name of Daylesford, Drummond, Yandoit School Council, as a body corporate to exercise and discharge the powers, duties and functions conferred or imposed on it by or under that Act in relation to the following Government schools (Schools):

- (a) No. 1609 named Daylesford Primary School located at 102–128 Vincent Street, Daylesford, 3460;
- (b) No. 1848 named Drummond Primary School located at 9 Drummond–Lauriston Road, Drummond, 3461; and
- (c) No. 0691 named Yandoit Primary School located at 74 High Street, Yandoit, 3461.

1A. Objectives of the Council

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

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

1B. Functions of the Council

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

- (a) to establish the broad direction and vision of the Schools within the School's community;
- (b) to arrange for the supply of goods, services, facilities, materials, equipment and other things or matters that are required for the conduct of the Schools including the provision of preschool programs;
- (c) to raise funds for purposes related to the Schools;
- (d) to regulate and facilitate the after-hours use of the Schools' premises and grounds;
- (e) to exercise a general oversight of the Schools' buildings and grounds and ensure that they are kept in good order and condition;
- (f) to provide for the cleaning and sanitary services that are necessary for the Schools;

- (g) to ensure that all money coming into the hands of the Council is expended for proper purposes relating to the Schools;
- (h) to provide meals and refreshments for the staff and students of the Schools and make charges for those meals and refreshments;
- (i) to inform itself and take into account any views of the community of the Schools for the purpose of making decisions in regard to the Schools and the students at the Schools;
- (j) to generally stimulate interest in the Schools in the wider community; and
- (k) to perform any other function or duty or to exercise any power conferred or imposed on the Council:
 - (i) by or under the **Education and Training Reform Act 2006** or any regulations made under that Act; or
 - (ii) by a Ministerial Order made, or direction issued, by the Minister under the **Education and Training Reform Act 2006**.

1C. Powers of the Council

- 1C.1 For the purpose of meeting its objectives or performing its functions or duties the Council may:
- (a) enter into contracts, agreements or arrangements;
 - (b) establish trusts and act as trustee of them;
 - (c) subject to section 2.2.4 of the **Education and Training Reform Act 2006** and in accordance with any Ministerial Order made under that Act, charge fees to parents for goods, services or other things provided by one or more of the Schools to a child of the parent; and
 - (d) do any other thing that is necessary or convenient to be done for, or in connection with, meeting its objectives or performing its functions or duties.
- 1C.2 In addition to the powers under Clause 1C.1, the Council has any other powers conferred on it by or under the **Education and Training Reform Act 2006**, or any regulations or a Ministerial Order made under that Act.
- 1C.3 The Council does not have the power to do any of the following:
- (a) employ a teacher with no date fixed for the termination of that employment;
 - (b) purchase or acquire for consideration any land or building; or
 - (c) unless authorised by or under the **Education and Training Reform Act 2006** or any regulations or a Ministerial Order made under that Act:
 - (i) license or grant any interest in land, including lands or buildings of the Schools;
 - (ii) enter into hire purchase agreements;
 - (iii) obtain loan or credit facilities;
 - (iv) form or become a member of a corporation;
 - (v) provide for any matter or thing outside Victoria unless it is related to an excursion by students from the School or the professional development of staff of one or more of the Schools;
 - (vi) purchase a boat or plane.

1D. Accountability and executive officer

- 1D.1 The Council is accountable to the Minister for Education in respect of the performance by the Council of its functions in accordance with any Order made by the Minister.
- 1D.2 The principals of the Schools are the executive officers of the Council and must ensure that:
- (a) adequate and appropriate advice is provided to the Council on educational and other matters;

- (b) the decisions of the Council are implemented;
 - (c) adequate support and resources are provided for the conduct of Council meetings;
 - (d) the Council is aware of the Department's system for preventing the commission of reportable conduct by an employee of the Council;
 - (e) the Council enacts a system that enables any person, including a member of the Council or an employee of the Council, to notify the relevant principal of a reportable allegation;
 - (f) a notification of a reportable allegation required to be made under section 16M of the **Child Wellbeing and Safety Act 2005** is to be made by the relevant principal, as the executive officer of the Council, in accordance with Clause 1D.3; and
 - (g) as the case requires, the Council (including a delegate, nominee, or authorised person) or the relevant principal uses the Department's system for investigating and responding to a reportable allegation against an employee of the Council.
- 1D.3 To enable the Secretary of the Department to notify the Commission for Children and Young People of, and to investigate and respond to, a reportable allegation in a Victorian Government school as required by the **Child Wellbeing and Safety Act 2005**, the relevant principal must:
- (a) as soon as possible after becoming aware of a reportable allegation against an employee of the Council notify the nominee of the Secretary, and provide information about:
 - (i) the identity of the employee against whom the allegation has been made;
 - (ii) whether Victoria Police has been contacted about the allegation; and
 - (b) as soon as practicable after the Council (or a delegate) decides to take disciplinary or other action (including no action) in relation to the employee against whom the reportable allegation has been made, provide information to the nominee of the Secretary about the action taken and the decision maker's reasons for taking that action;
 - (c) notify as soon as practicable the nominee of the Secretary of any request received from the Commission for Children and Young People (whether addressed to the Council president or the principal) concerning documents, information, visits, or interviews that relate to a reportable allegation or reportable conduct.
- 1D.4 Clause 1D.3 does not apply if a Victorian Government school belongs to a class of entities that is exempted from the application of all or part of Part 5A of the **Child Wellbeing and Safety Act 2005**.
- 1D.5 In clauses 1D.2 and 1D.3, the following definitions are used:
- 'employee', in relation to a Council, has the same meaning as in section 3(1) of the **Child Wellbeing and Safety Act 2005**;
- 'nominee of the Secretary' refers to the position (including any successor position) of:
- (a) Executive Director, People Division; or
 - (b) Manager, Employee Conduct Branch, People Division;
- 'reportable allegation' has the same meaning as in section 3(1) of the **Child Wellbeing and Safety Act 2005**;
- 'reportable conduct' has the same meaning as in section 3(1) of the **Child Wellbeing and Safety Act 2005**.

PART B – GENERAL

2. Regulations

Part 4 of the regulations made under the **Education and Training Reform Act 2006**, as amended from time to time, apply to the Council.

3. Definitions

3.1 In this Order:

‘Children’s service’ means:

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

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

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

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

‘Public Reporting Meeting’ means a public reporting meeting as described in regulations made under the **Education and Training Reform Act 2006**, as amended from time to time;

‘Schools’ means the Government schools referred to in Clause 1 of this Order;

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

4. Specific clauses to prevail over general clauses

To the extent that there is any inconsistency between:

- (a) Clause 1B; or
- (b) Clause 1C,

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

5. Council composition and elections

- (a) The Composition and Election Provisions are incorporated in this Order and apply, inter alia, to the Council election process and the tenure of Council members.
- (b) The size and composition of the elected membership of the Council, including members co-opted by the Council, are specified in Schedule 1.
- (c) Options for change in the authorised size and/or composition of the Council membership pursuant to the Composition and Election Provisions are specified in Schedule 2.
- (d) Schedules 1 and 2 are part of this Order.
- (e) Further to the definition of ‘Parent electorate of the school’ in Clause 5A.1 of the Composition and Election provisions, in this Order ‘Parent electorate of the school’ means all persons (except the principal) who are Parents of students of one or more of the Schools, other than those who are Department employees engaged in work at and for one or more of the Schools, and refers to the each of the following:
 - (a) the Parent electorate of Daylesford Primary School;
 - (b) the Parent electorate of Drummond Primary School; and
 - (c) the Parent electorate of Yandoit Primary School.
- (f) Further to the general rules that apply to the Parent member category in Clause 5B.3(a) of the Composition and Election Provisions, only the members of the Parent electorate of each school, as specified in the Parent member subcategories in Schedule 1, are eligible for election.

PART C – POWERS**6. Employment**

- 6.1 The Council, in accordance with the **Education and Training Reform Act 2006**, may:
- (a) employ:
 - (i) teachers for a fixed period not exceeding one year or on a casual basis;
 - (ii) teacher aides; or
 - (iii) any other staff,for the purpose of performing its functions and duties; and
 - (b) employ any person to enable the Council to do anything it is authorised to do by section 2.3.11 or Division 6 of Part 2.3 of the **Education and Training Reform Act 2006**.
- 6.2 If the Council employs a person under Clause 6.1, it may do so on behalf of a group of school councils and the group of school councils may decide from time to time in a manner determined by agreement amongst themselves the time which the person is to spend on each school.

7. Use of buildings and grounds

- 7.1 The Council may:
- (a) conduct programs in or use;
 - (b) subject to any conditions imposed by the Council, join with any other person or body to conduct programs in or use; or
 - (c) subject to any conditions imposed by the Council, allow any other person or body to conduct programs in or use, any buildings or grounds of the Schools in relation to which the Council is constituted for the purposes of educational, recreational, sporting or cultural activities for students, the local community or young persons.
- 7.2 The Council may only allow buildings and grounds of the Schools to be used under clause 7.1 when the buildings or grounds are not required for ordinary purposes of one or more of the Schools.

8. Council may carry out works

- 8.1 The Council may, in regard to one or more of the Schools, with the approval of the Minister for Education given either generally or in any particular case:
- (a) construct, or carry out any improvements to any building structure on the school grounds, or carry out any improvements in or to the school grounds;
 - (b) enter into a contract with any person for or in relation to the construction or carrying out by that person of any such building structure or improvements or of any other work which the Council is authorised or required by or under the **Education and Training Reform Act 2006** to carry out; or
 - (c) construct or carry out any improvements to any building structure, or carry out any improvements, on, in or to the school grounds or any other land that the Minister for Education has acquired an estate or interest in to provide preschool programs.
- 8.2 The Council may obtain and accept offers or tenders for any work approved by the Minister for Education under this clause that it proposes to carry out.

9. Other school council works

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

- (a) enter into contracts with another school council for or in connection with:
 - (i) the construction of buildings or structures or the carrying out of improvements on, in or to the grounds of the school in relation to which the other school council is constituted; or

- (ii) any other work which the Council is authorised or required by or under the **Education and Training Reform Act 2006** to carry out; and
 - (b) do or comply with anything necessary or expedient for carrying the contract into effect.
- 10. Council may form sub-committee**

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

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

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

If the Council agrees to form a committee to manage property under Clause 12 the Council may, with the approval of the Minister for Education, delegate by instrument to members of the committee all or any of the Council's powers, duties or functions conferred or imposed on the Council by or under the **Education and Training Reform Act 2006** in relation to that property, except this power of delegation.
- 14. Council may sell property**
 - 14.1 The Council may sell equipment, goods or other similar personal property acquired for use in one or more of the Schools.
 - 14.2 If the proceeds from the sale of property under Clause 14.1 are less than the amount determined by the Minister for Education, the Council may keep those proceeds.
 - 14.3 If the proceeds from the sale of property under Clause 14.1 are equal to or more than the amount determined by the Minister for Education, the Council may keep those proceeds, if the person appointed by the Secretary to the Department has given approval for the Council to do so.
 - 14.4 For the purposes of Clauses 14.2 and 14.3, a determination of the Minister for Education:
 - (a) must be in writing; and
 - (b) may be varied or revoked by the Minister in writing.
 - 14.5 The Secretary to the Department may appoint a person to give approvals under Clause 14.3.
 - 14.6 An approval given under Clause 14.3 must be:
 - (a) in writing; and
 - (b) given before the property is sold.
- 15. Preschool programs**
 - 15.1 **Council may provide for preschool programs**
 - (1) If one or more of the Schools provides primary education, the Council may:
 - (a) provide preschool programs on the premises of the relevant school or on any other land or premises under the control of the Minister for Education;

- (b) enter into an agreement or arrangement with any other school council or other person or body for that council, person or body to use part of the premises of that school or other premises under the control of the Minister for Education to provide a preschool program on those premises; or
 - (c) enter into an agreement or arrangement with any other school council or other person or body to jointly provide a preschool program.
- (2) If the Council provides a preschool program or enters into an arrangement or agreement to provide a preschool program, it must ensure that, in any records kept by the relevant school or the Council, the preschool children using the program are accounted for separately from students enrolled at the school in school programs.

15.2 Council may grant lease or licence over preschool land

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

15.3 Fees for preschool programs

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

15.4 Application of, and accounting for, money received

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

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

16. Payment of members

16.1 A member of the Council is not to receive any payment for his or her services as a member.

16.2 This does not prevent the Council reimbursing a member for any reasonable expenses incurred in the performance of his or her duties as a member.

17-23. Not used

24. Student dress code

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

- (3) The Council may enter into a contract with any person for the supply of school uniforms for students of one or more of the Schools.

25. Power to purchase

- (1) The Council may purchase goods, equipment or material for the purposes of one or more of the Schools, subject to compliance with:
- (a) the Procurement Policy for Victorian Government Schools issued by the Secretary to the Department, as amended from time to time;
 - (b) the purchasing thresholds in the Schools Procurement Procedure, issued by the Secretary to the Department, as amended from time to time;
 - (c) the record keeping requirements of the **Public Records Act 1973**.
- (2) The Council may not purchase without the prior approval of the Secretary to the Department (or her delegate):
- (a) a vehicle; or
 - (b) goods and services from a supplier if, within the meaning of the Procurement Policy for Victorian Government Schools issued by the Secretary to the Department:
 - (i) the goods or services are in a mandated Department-managed category of goods or services; and
 - (ii) the supplier is not a nominated supplier for that mandated Department-managed category of goods or services.

Note: Prior approval under this Clause is not required in respect of purchasing from suppliers for which there is no Department-managed category of goods or services, nor where the Department-managed category is mandated (but optional).

- (3) For the purposes of this Clause:
- (a) ‘vehicle’ has the same meaning as ‘vehicle’ in the **Road Safety Act 1986**;
 - (b) ‘mandated Department-managed category of goods and services’ has the same meaning as in the Procurement Policy for Victorian Government Schools issued by the Secretary to the Department, as amended from time to time;
 - (c) ‘nominated supplier’, in respect of any mandated Department-managed category, has the meaning given by the Procurement Policy for Victorian Government Schools issued by the Secretary to the Department, as amended from time to time.

26. Children’s services

The Council may apply for and obtain approval under the **Children’s Services Act 1996** or the Education and Care Services National Law (Vic.) to operate a children’s service on premises of one of the Schools or on premises under the control of the Minister and may apply for and obtain a licence to operate a children’s service and, subject to the **Children’s Services Act 1996**, or the Education and Care Services National Law (Vic.) and the **Education and Training Reform Act 2006**:

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

27. Other powers**27.1 Activities outside school hours**

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

27.2 Fund raising

The Council may raise funds for purposes of one or more of the Schools by conducting local efforts or amusements.

27.3 Gifts

The Council may accept gifts, including real estate, provided any encumbrance or condition that attaches to the gift is approved by the Secretary to the Department before the Council accepts the gift.

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

In this Clause –

‘Equipment’ includes goods and products but does not include fixtures.

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

- (a) the Council has the right to use the equipment; and
 - (b) there is no option, right or obligation of the Council or any other person to buy the equipment; and
 - (c) at the end of the contract or licence the Council has to return the equipment to the other party to the contract or licence.
- (2) The Council may enter into an equipment agreement with another party if the sole or main purpose of entering into the equipment agreement is to benefit the education of students at one or more of the Schools or to assist with the efficient conduct of one or more of the Schools.
- (3) The Council may enter into an equipment agreement for the purposes of one or more of the Schools, subject to:
- (a) compliance with the Procurement Policy for Victorian Government Schools and the Schools Procurement issued by the Secretary to the Department, as amended from time to time, including (without limitation):
 - (i) the applicable purchasing threshold;
 - (ii) the appropriate procurement process;
 - (b) compliance with the record keeping requirements of the **Public Records Act 1973**; and
 - (c) arranging appropriate insurance coverage for the equipment to be hired or used, either through the terms of the equipment agreement or by separate insurance policy.
- (4) The Council must not –
- (a) enter into an equipment agreement for a continuous period exceeding four years until the Regional Director has approved the entering into of that equipment agreement; and
 - (b) enter into an equipment agreement for the hire or use of equipment previously owned or operated by the Council or for the purposes of the Department, and
 - (c) commit funds of a non-recurrent nature or funds granted for a specific purpose, towards the costs of an equipment agreement until the donor or provider of the funds has consented to that in writing; or

- (d) enter into an equipment agreement unless it is satisfied that it will be able to meet all the costs of the equipment agreement.

27.5 Reporting

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

27.6 Exclusions

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

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

28. Transport Accident Commission agreements

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

29. Power to provide goods, services or facilities

- (a) Subject to sub-clauses (b) and (c), the Council may, for the purpose of the efficient conduct of one or more of the Schools, enter into arrangements or agreements, for reward or otherwise, to provide or supply goods, services or facilities to other Government schools or other educational institutions.
- (b) Any arrangement or agreement under sub-clause (a) may only be for goods, services or facilities that the Council is empowered under the **Education and Training Reform Act 2006**, the regulations made under the **Education and Training Reform Act 2006**, as amended from time to time, this Order, or any Ministerial Order made under the **Education and Training Reform Act 2006**, to provide or supply to one or more of the Schools.
- (c) Any arrangement or agreement under sub-clause (a) must comply with any applicable policies or procedures issued by the Secretary to the Department.

30. Power to purchase by use of purchasing card facilities

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

31. Not used.

32. Trusts

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

PART D – TRANSITIONAL PROVISIONS**33. Transitional provisions**

- 33.1 (a) Subject to sub-clause (b), this Clause 33 operates until and inclusive of the date of the declaration of the poll in 2020 (or, if no election is held that year, 31 March of that year);
- (b) Subclause 33.12 operates until and inclusive of the day after the date of the declaration of the poll in 2020 (or, if no election is held that year, 31 March of that year).
- 33.2 Subject to subclause 33.11, during the operation of this clause, the Composition and Election provisions, namely Clauses 5A to 5V of the School Council Composition and Elections Order (Ministerial Order No.52), except Clauses 5A, 5B.3 (insofar as it defines eligibility for election), 5B.3A(a) and 5R thereof, do not operate.
- 33.3 The Council shall consist of a total of 18 members comprising the principal ex officio, four other Department employee members, 12 Parent members and one Community member.
- 33.4 (a) By ministerial appointment made for the purposes of this Clause on the date of this Order, the principal ex officio, four other Department employees and twelve Parents are appointed as members of the Council from the date this Clause takes effect until and inclusive of the date of the declaration of the poll in 2020.
- (b) The Council may, prior to the date of the declaration of the poll in 2020 (or if no election is held that year, 31 March of that year), appoint one person who is eligible for appointment to the Community member category of the Council for a term of office until and inclusive of the date of the declaration of the poll in 2020 (or if no election is held that year, 31 March of that year).
- 33.5 The Council may, prior to the date of the declaration of the poll in 2020 (or, if no election is held that year, 31 March of that year), fill any casual vacancy that occurs in the membership of the Council, by appointing to the Council a person who is eligible for election or appointment (as the case may be) to the relevant membership category, provided that any person who fills a vacant position created by a casual vacancy shall only serve the unexpired portion of the vacating member's term of office.
- 33.6 Not used.
- 33.7 A parent member appointed under Clause 33.4 who does not have a child enrolled at the relevant school at the time of the Notice of Election and Call for Nominations for any Council election shall cease to be a member of the Council on that date, and a casual vacancy is thereby created.
- 33.8 In the event that the Council is unable to comply with the quorum provisions of Part 4 of the regulations made under the **Education and Training Reform Act 2006**, as amended from time to time, owing to the number of casual vacancies in its membership, the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** may fill any casual vacancy that occurs in the membership of the Council by appointing to the Council for a term of office that does not extend beyond the unexpired portion of the vacating member's term of office a person who is eligible for election or appointment (as the case may be) to the relevant membership category.
- 33.9 In the event that the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** is satisfied that a Council member no longer intends to attend Council meetings, but a casual vacancy has not been created in respect of that member's position on the Council, the Minister administering section 2.3.2 of the **Education and Training**

Reform Act 2006 may remove the person as a Council member and appoint to the Council for a term of office that does not extend beyond the unexpired portion of the vacating member's term of office a person who is eligible for election or appointment (as the case may be) to the relevant membership category.

- 33.10 (a) The Council may not conduct any Council meeting unless the quorum provisions of Part 4 of the regulations made under the **Education and Training Reform Act 2006**, as amended from time to time, are satisfied.
- (b) Subject to Clause 33.10(c), the Council must not decide any matter unless a majority of the Council members present are not Department employees.
- (c) If at any time the membership of the Council is such that it is impossible for the Council to decide a matter in accordance with Clause 33.10(b), the Council may nonetheless decide to fill a casual vacancy under Clause 33.5 or appoint a member under Clause 33.4(b).
- (d) Subject to subclauses 33.10(a), 33.10(b) and 33.10(c), an act or decision of the Council is not invalid, and the Council is properly constituted, notwithstanding –
- (i) a vacancy in the office of a member (including a Community member);
 - (ii) a defect or irregularity in or in connection with the appointment or co-option of a member;
 - (iii) a casual vacancy is not filled; or
 - (iv) for any other reason the total number of Council members stated in Clause 33.3 has not been appointed.
- 33.11 The first Council election must be completed between the 2020 school year commencement and 31 March 2020 in respect of ten Parent member positions and four Department employee member positions and the Composition and Election provisions (except Clause 5D.3) shall apply to that Council election.
- 33.12 The term of office of members of the Council elected at the Council election referred to in Clause 33.11 shall commence on the day after the date of declaration of the poll in 2020.
- 34. New Council replaces Old Councils**
- 34.1 Daylesford Primary School Council, Drummond Primary School Council and Yandoit Primary School Council (the 'Old Councils') are dissolved on the date on which this Clause comes into operation.
- 34.2 All members of the Old Councils elected, co-opted or appointed to the Old Councils constituted by the Orders referred to in Clause 34.1 as they were in effect immediately prior to this Clause taking effect cease to be members of the Old Councils on the date this Clause comes into operation.
- 34.3 The school council constituted by this Order (the 'New Council') is the successor in law of the Old Councils on the date on which this Clause comes into operation.
- 34.4 Without limiting the generality of subclauses 34.1 and 34.2 –
- (a) all property and rights of the Old Councils become the property and rights of the New Council;
 - (b) all liabilities and obligations of the Old Councils become the liabilities and obligations of the New Council; and
 - (c) any legal proceedings by or against the Old Councils and any legal proceedings that might have been continued or commenced by or against the Old Councils, may be continued or commenced by or against the New Council.

This Order is made 16 July 2019.

THE HON. JAMES MERLINO, MP
Minister for Education

SCHEDULE 1

Daylesford, Drummond, Yandoit School Council

15T 10P 4DET 1CO

Parent member subcategories: 10P comprises 5P Daylesford Primary School, 2P Drummond Primary School, 3P Yandoit Primary School

SCHEDULE 2**SCHOOL COUNCIL MEMBERSHIP TABLE**

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

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

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

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

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

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

Education and Training Reform Act 2006

Pursuant to section 2.6.29 of the **Education and Training Reform Act 2006** ('the Act') a person who is registered as a teacher under Part 2.6 of the Act ceases to be so registered and is disqualified from teaching in a school if the person is convicted or found guilty in Victoria or elsewhere of a sexual offence as defined by the Act.

On 1 April 2019, Philip Plotnek, a 53 year old male, a person who was convicted of sexual offences in Victoria, being two counts of making child pornography contrary to section 68(1) of the **Crimes Act 1958** as in force in 2017, and one count of using a carriage service for child pornography contrary to section 474.19(1) of the **Criminal Code Act 1995** (Cth), ceased to be a registered teacher in accordance with section 2.6.29(1) of the Act and was disqualified from teaching in a school or an early childhood service in accordance with section 2.6.29(3) of the Act.

Education and Training Reform Act 2006

Pursuant to section 2.6.29(2) of the **Education and Training Reform Act 2006** ('the Act') a person who has obtained the permission of the Institute to teach in a school ceases to have that permission if the person, in Victoria or elsewhere, is convicted or found guilty of a sexual offence.

On 3 June 2019, Ahmet Yilmaz, a 43 year old male, a person who was convicted of a sexual offence in Victoria, being one count of sexually assaulting a child under 16 years of age contrary to section 49D(1) of the **Crimes Act 1958** ceased to have Permission to Teach in accordance with section 2.6.29(2) of the Act and was disqualified from teaching in a school or an early childhood service in accordance with section 2.6.29(3) of the Act.

Electoral Act 2002

DE-REGISTRATION OF POLITICAL PARTY

In accordance with section 56(7) of the **Electoral Act 2002**, the Aussie Battler Party is hereby de-registered.

Dated 29 July 2019

LIZ WILLIAMS
Victorian Electoral Commission

Food Act 1984REVOCATION OF REGISTRATION OF A
FOOD SAFETY PROGRAM TEMPLATE

- I, Dr Milena Canil, as delegate of the Secretary to the Department of Health and Human Services
- (a) noting that the **Sumo Salad Food Safety Plan template Version 2** was registered under section 19DB of the **Food Act 1984** (the Act) in a notice published in the Government Gazette on 21 August 2014;
 - (b) revoke the registration of that food safety program template under section 19DB of the Act.
- This revocation takes effect on the date this notice is published in the Government Gazette.

DR MILENA CANIL
Senior Manager
Food Safety Unit

Interpretation of Legislation Act 1984RAIL SAFETY (LOCAL OPERATIONS) (ACCREDITATION AND SAFETY)
INTERIM REGULATIONS 2019

Notice of Incorporation of Documents

As required by section 32 of the **Interpretation of Legislation Act 1984**, I give notice that the Rail Safety (Local Operations) (Accreditation and Safety) Interim Regulations 2019 apply, adopt or incorporate the following document:

Statutory rule provision	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 4 (definition of <i>health assessment national standard</i>)	National Standard for Health Assessment of Rail Safety Workers, published by the National Transport Commission, Third edition 2017	The whole

A copy of the matter applied, adopted or incorporated by the Rail Safety (Local Operations) (Accreditation and Safety) Interim Regulations 2019 has been lodged with the Clerk of the Parliaments and is available for inspection by members of the public, free of charge, during normal office hours at the Department of Transport, 1 Spring Street, Melbourne 3000.

Dated 31 July 2019

HON. MELISSA HORNE MP
Minister for Public Transport

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and Jinker Trailer
Medium speed 55 km/h
2018–19**A. INTRODUCTION**

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

This Schedule applies to haulage contractors transporting forest products¹ at an average speed of 55 km/h sourced from either native or plantation forests using a prime mover and jinker trailer in a single-shift (up to 12 hours per day) operation.²

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure there is no misunderstanding concerning payment structures.

Schedules are usually revised annually, and hirers must provide haulage contractors with any revised Schedule as soon as practicable after it is published.

The Schedule does not set minimum rates that must be paid. Rather, it sets out a costing model and example based on typical overhead costs to help contractors and their hirers better understand the typical operating costs of a haulage business operating in the forestry sector. Haulage contractors should use the Schedule as a guide to map out their own unique cost structures.

How to use this Schedule

The Schedule is based on the average speed per hour estimated or achieved undertaking haulage of forest products with a prime mover and jinker trailer. This Schedule contains calculations based on a medium average travel speed of 55 km/h. Additional schedules are available and should be used where the average speed of travel is, or is anticipated to be, at:

- **Slow speed** – average travel speed of 45 km/h, or
- **Fast speed** – average travel speed of 65 km/h.

An average travel speed impacts upon an operator's cost per km and cost per hour. Slower travel speeds reduce the amount of kilometres over which fixed costs can be recovered and result in a higher per km cost for haulage. Inversely, a higher average travel speed results in more kilometres being covered in the same time period with the result of lower per kilometre costs as well as lower per hour costs.

Assuming an average speed of 55 km/h, **Parts C and D** of the Schedule provide an analysis of the labour and equipment costs of providing the haulage service using the vehicle specified. Labour costs are based on industry averages and a comparison rate for undertaking the task as an employee is provided by the minimum rate payable under the award. **Part D** provides an analysis of the vehicle costs of providing the service using the vehicle specified, expressed on a per hour and per kilometre basis. In addition, **Part D** provides an estimate of the cash flow cost per hour of vehicle operation to account for the asset creation process resulting from principal reduction payments.

Footnotes:

- 1 Haulage contractor and forest products are defined in the **Owner Drivers and Forestry Contractors Act 2005**.
- 2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

Part E of the Schedule applies the rates identified in **Parts C and D** to an example job summary based on an average speed of operation of 55 km/h and within the stated operating parameters. The example job summary demonstrates a methodology often used in the transport sector to estimate a per km and per hour costs to a per load payment structure.

B. KEY ASSUMPTIONS

The key assumptions made within this Schedule are detailed in the table below.

The tables detailing costs in **Part C** contain sufficient detail with regard to the treatment of various inputs. However, this section provides further detail on the treatment of key input factors around operating costs. In addition, this section highlights factors that may create variances within key assumptions and therefore variances within outcomes.

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km per year: 147,305
Vehicle	Based on a bogie drive prime mover and a jinker trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the <i>Road Transport and Distribution Award 2010</i> . The industry average is higher than the Award base rate, however overtime may be lower.
Fuel	Based on retail diesel fuel cost (terminal gate price). Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

C. OPERATING COSTS – LABOUR**Labour cost**

Workdays per year		
Total paid days		260
Less annual holidays		20
		240
Less	Training days	0
	Statutory holidays	11
	Wet / fire days	0
	Sick leave	5
Total work days		224

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$30.00	\$51,072
Overtime	224	4.4	\$30.00	\$29,568
Travel Time			\$30.00	\$0
Training / Wet	0	7.6	\$30.00	\$0
Leave	36	7.6	\$30.00	\$8,208
Annual Leave Loading (17.5%)				\$798
			Total	\$89,646
+ Superannuation			9.50%	\$5,707
+ Payroll Tax			4.00%	\$3,814
+ Workers Compensation			6.00%	\$5,379
Total Employment Cost				\$104,546
Non-Productive Labour Factor			5.00%	\$5,227
				\$109,774
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$490.06
Employment Cost per Work Hour				40.84

The wage costs are based on 2018 industry averages for drivers undertaking haulage work using a prime mover and jinker trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$27.12	\$34.72	\$45.56
Range of rates typically paid in Victoria³		
\$27.12 to \$32.54	\$34.72 to \$41.66	\$45.56 to \$54.67

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2010*¹ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

1. The Award rate is accurate as at 1 July 2018, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

**D. VEHICLE OPERATING COSTS – JINKER CONFIGURATION –
MEDIUM SPEED 55 KM/H**

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (kms)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
		On-Road	Off-Road
	Pump Price	\$1.42	\$1.42
	Less:	GST	\$0.13
		On-Road Grant	\$0.15
		Off-Road Rebate	\$0.41
	Net Cost:	\$1.14	\$0.88
	Average Fuel Price per litre:	\$1.12	

Configuration	Jinker	
	Truck	Trailer
Current New Price	\$260,000	\$100,000
Expected Used Value	\$50,000	\$40,000
% Borrowed	100%	100%
% Owned	0.00%	0.00%
New Tyres	2	–
Recaps	8	12
Total Tyres	10	12
Tyre Life (km)	65,000	100,000
Annual Registration	\$4,512	\$1,713
Repairs and Maintenance as a % of Depreciation	75%	75%
Fuel Consumption	1.60 km / litre	

Cash Flow Inputs		
Leased Amount	\$260,000	\$100,000
Lease Terms (years)	5	5
Lease Residual	\$0	\$0
Monthly Payment (12 / Year)	\$5,057	\$1,945

Running Costs	(\$ / km)
Fuel	\$0.70
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Interest Charge	\$0.13
Depreciation	\$0.27
Insurance	\$0.04
Registration	\$0.05
Total	\$1.51
Cash Flow	
Fuel	\$0.70
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Finance Repayments	\$0.65
Insurance	\$0.05
Registration	\$0.05
Total	\$1.76

E. EXAMPLE JOB DESCRIPTION – MEDIUM SPEED JINKER 55 KM/H

Per load calculation			
Job Description		Operating Variables	
Origin	A	Hours per Shift	12
Destination	B	Shifts per Day	1
Distance – Source to Destination (km)	120	Truck Workdays Per Annum	240
Private Road km (one way)	10	Kilometres per Shift	537
Travel time hours	4.36	Average Vehicle km / Annum	128,868
Loading / Unloading	1.00	Average Travel Speed	55
Total Travel Time (Round Trip)	5.36		

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$490.06	\$117,615	\$117,615
Vehicle (Jinker Configuration)	\$974.33	\$233,840	\$274,950
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,547.73	\$371,454	\$412,565
Cost per Work Hour	\$128.98	–	\$143.25
Cost per Km	\$1.81	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Environment days per year

The number of days and total kilometres travelled per year in which haulage occurs will affect the contractor's operating costs. Fewer work days means that the business' fixed costs are spread over a shorter period, increasing the total cost per hour/kilometre of running the business. More work days per year allows the business' fixed costs to be spread over a longer period, decreasing the total cost per hour.

Terrain and road conditions

A higher proportion of low-standard forest roads increases tyre costs and repairs to suspension systems, while a better standard of road will reduce these costs.

Shorter contract term

If the contract term is secure, the contractor's fixed (annual) costs, including finance costs/depreciation, can be secured over the period of the contract and a better finance arrangement obtained. A shorter contract term (less than the useful life of the vehicle) may involve a higher cost, as the fixed/annualised costs cannot be spread over the longer contract period/number of kilometres. In addition, higher finance costs may be incurred if the contract is less secure.

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

The Schedule assumes that the business uses a company structure and employs the owner of the business as an employee driver. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The Schedule assumes the owner-manager drives the vehicle for one 12-hour shift per day (including loading and unloading time) at a base wage of \$97,520 year (plus superannuation and WorkCover).

The Award wages as well as the range of wages typically paid to employee drivers are set out in **Part C** and are a useful guide to the market for the labour services of driving a vehicle. Other useful sources include job advertisements, unions and employer associations.

H. RETURN ON THE CONTRACTOR'S INVESTMENT

Haulage contractors can reasonably expect to receive an amount over and above their efficient operating costs and their own labour as a reward for their risk and investment. The amount that is a reasonable return on investment will vary widely in all the circumstances, and may vary over time as market conditions change. Factors that influence what is a reasonable return on investment include:

- the amount of the capital investment in the vehicle or equipment
- the level of commercial risk assumed by the contractor
- the security and certainty of the arrangements; whether the vehicle or equipment provided by the contractor can readily be used to provide services to other persons
- whether the vehicle or equipment is also used for personal use

- the efficiency and productivity of the contractor
- the market for the services.

Forestry haulage businesses (in native forests) typically set a target for return on investment of between 10 and 15 per cent of their total capital investment in the business (being the amount of the contractor's own funds invested, net of any debt to a lender).

The profit margin of a haulage business has a significant impact upon the capacity of the contractor to obtain finance, to invest in vehicles and equipment, and to cope with unexpected losses of production, for example, losses due to protests or weather events.

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and B-Double Trailer
Medium speed 55 km/h
2018–19**A. INTRODUCTION**

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

This Schedule applies to haulage contractors transporting forest products¹ at an average speed of 55 km/h sourced from either native or plantation forests using a prime mover and B-double trailer in a single-shift (up to 12 hours per day) operation.²

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure there is no misunderstanding concerning payment structures.

Schedules are usually revised annually, and hirers must provide haulage contractors with any revised Schedule as soon as practicable after it is published.

The Schedule does not set minimum rates that must be paid. Rather, it sets out a costing model and example based on typical overhead costs to help contractors and their hirers better understand the typical operating costs of a haulage business operating in the forestry sector. Haulage contractors should use the Schedule as a guide to map out their own unique cost structures.

How to use this Schedule

The Schedule is based on the average speed per hour estimated or achieved undertaking haulage of forest products with a prime mover and jinker trailer. This schedule contains calculations based on a medium average travel speed of 55 km/h. Additional schedules are available and should be used where the average speed of travel is, or is anticipated to be, at:

- **Fast speed** – average travel speed of 65 km/h, or
- **Slow speed** – average travel speed of 45 km/h.

An average travel speed impacts an operator's cost per km and cost per hour. Slower travel speeds reduce the amount of kilometres over which fixed costs can be recovered and result in a higher per km cost for haulage. Inversely, a higher average travel speed results in more kilometres being covered in the same time period, with the result of lower per kilometre costs as well as lower per hour costs.

Assuming an average speed of 55 km/h, **Parts C and D** of the schedule provide an analysis of the labour and equipment costs of providing the haulage service using the vehicle specified. Labour costs are based on industry averages. A comparison rate for undertaking the task as an employee is provided by the minimum rate payable under the Award. **Part D** provides an analysis of the vehicle costs of providing the service using the vehicle specified, expressed on a per hour and per kilometre basis. In addition, **Part D** provides an estimate of the cash flow cost per hour of vehicle operation to account for the asset creation process resulting from principal reduction payments.

Footnotes:

- 1 Haulage contractor and forest products are defined in the **Owner Drivers and Forestry Contractors Act 2005**.
- 2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

Part E of the Schedule applies the rates identified in **Parts C and D** to an example job summary based on an average speed of operation of 55 km/h and within the stated operating parameters. The example job summary demonstrates a methodology to estimate a per km and per hour costs to a per load payment structure often used in the transport sector.

B. KEY ASSUMPTIONS

The key assumptions made within this Schedule are detailed in the table below.

The tables detailing costs in **Part C** contain sufficient detail with regard to the treatment of various inputs. However, this section provides further detail on the treatment of key input factors around operating costs. In addition, this section highlights factors that may create variances within key assumptions and therefore variances within outcomes.

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the Transport and Distribution Award 2010. The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on retail diesel fuel cost (terminal gate price). Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

C. OPERATING COSTS – LABOUR**Labour cost**

Workdays per year		
Total paid days		260
Less annual holidays		20
		240
Less	Training days	0
	Statutory holidays	11
	Wet / fire days	0
	Sick leave	5
Total work days		224

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$30.00	\$51,072
Overtime	224	4.4	\$30.00	\$29,568
Travel Time			\$30.00	\$0
Training / Wet	0	7.6	\$30.00	\$0
Leave	36	7.6	\$30.00	\$8,208
Annual Leave Loading (17.5%)				\$798
			Total	\$89,646
+ Superannuation			9.50%	\$5,707
+ Payroll Tax			4.00%	\$3,814
+ Workers Compensation			6.00%	\$5,379
Total Employment Cost				\$104,546
Non-Productive Labour Factor			5.00%	\$5,227
				\$109,774
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$490.06
Employment Cost per Work Hour				40.84

The wage costs are based on 2018 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$27.12	\$34.72	\$45.56
Range of rates typically paid in Victoria³		
\$27.12 to \$32.54	\$34.72 to \$41.66	\$45.56 to \$54.67

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2010*¹ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked, a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

1. The Award rate is accurate as at 1 July 2018, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

**D. VEHICLE OPERATING COSTS – B-DOUBLE CONFIGURATION
MEDIUM SPEED**

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (kms)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
		On-Road	Off-Road
	Pump Price	\$1.42	\$1.42
	Less:	GST	\$0.13
		On-Road Grant	\$0.15
		Off-Road Rebate	\$0.41
	Net Cost:	\$1.14	\$0.88
	Average Fuel Price per litre:	\$1.12	

Configuration	B-double	
	Truck	Trailer
Current New Price	\$275,000	\$185,000
Expected Used Value	\$65,000	\$50,000
% Borrowed	100%	100%
% Owned	0.00%	0.00%
New Tyres	2	–
Recaps	8	24
Total Tyres	10	24
Tyre Life (km)	65,000	100,000
Annual Registration	\$11,333	\$3,426
Repairs and Maintenance as a % of Depreciation	75%	75%
Fuel Consumption	1.45 km / litre	

Cash Flow Inputs		
Leased Amount	\$275,000	\$185,000
Lease Terms (years)	5	5
Lease Residual	\$0	\$0
Monthly Payment (12 / Year)	\$5,349	\$3,598

Running Costs	(\$ / km)
Fuel	\$0.77
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Interest Charge	\$0.17
Depreciation	\$0.35
Insurance	\$0.05
Registration	\$0.07
Total	\$1.81
Cash Flow	
Fuel	\$0.77
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Finance Repayments	\$0.83
Insurance	\$0.05
Registration	\$0.17
Total	\$2.13

E. EXAMPLE JOB DESCRIPTION – MEDIUM SPEED B-DOUBLE 55 KM/H

Per load calculation			
Job Description		Operating Variables	
Origin	A	Hours per Shift	12
Destination	B	Shifts per Day	1
Distance – Source to Destination (km)	120	Truck Workdays Per Annum	240
Private Road km (One Way)	10	Kilometres per Shift	537
Travel Time Hours	4.36	Average Vehicle km / Annum	128,868
Loading / Unloading	1.00	Average Travel Speed	55
Total Travel Time (Round Trip)	5.36		

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$490.06	\$117,615	\$117,615
Vehicle (B-double configuration)	\$974.33	\$233,840	\$274,950
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,547.73	\$371,454	\$412,565
Cost per Work Hour	\$128.98	–	\$143.25
Cost per Km	\$1.81	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Environment days per year

The number of days and total kilometres travelled per year in which haulage occurs will affect the contractor's operating costs. Fewer work days means that the business' fixed costs are spread over a shorter period, increasing the total cost per hour/kilometre of running the business. More work days per year allows the business' fixed costs to be spread over a longer period, decreasing the total cost per hour.

Terrain and road conditions

A higher proportion of low-standard forest roads increases tyre costs and repairs to suspension systems, while a better standard of road will reduce these costs.

Shorter contract term

If the contract term is secure, the contractor's fixed (annual) costs, including finance costs/depreciation, can be secured over the period of the contract and a better finance arrangement obtained. A shorter contract term (less than the useful life of the vehicle) may involve a higher cost, as the fixed/annualised costs cannot be spread over the longer contract period/number of kilometres. In addition, higher finance costs may be incurred if the contract is less secure.

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

The Schedule assumes that the business uses a company structure and employs the owner of the business as an employee driver. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The Schedule assumes the owner-manager drives the vehicle for one 12-hour shift per day (including loading and unloading time) at a base wage of \$97,520 year (plus superannuation and WorkCover).

The Award wages as well as the range of wages typically paid to employee drivers are set out in **Part C** and are a useful guide to the market for the labour services of driving a vehicle. Other useful sources include job advertisements, unions and employer associations.

H. RETURN ON THE CONTRACTOR'S INVESTMENT

Haulage contractors can reasonably expect to receive an amount over and above their efficient operating costs and their own labour as a reward for their risk and investment. The amount that is a reasonable return on investment will vary widely in all the circumstances, and may vary over time as market conditions change. Factors that influence what is a reasonable return on investment include:

- the amount of the capital investment in the vehicle or equipment
- the level of commercial risk assumed by the contractor
- the security and certainty of the arrangements
- whether the vehicle or equipment provided by the contractor can readily be used to provide services to other persons

- whether the vehicle or equipment is also used for personal use
- the efficiency and productivity of the contractor
- the market for the services.

Forestry haulage businesses (in native forests) typically set a target for return on investment of between 10 and 15 per cent of their total capital investment in the business (being the amount of the contractor's own funds invested, net of any debt to a lender).

The profit margin of a haulage business has a significant impact upon the capacity of the contractor to obtain finance, to invest in vehicles and equipment, and to cope with unexpected losses of production, for example, losses due to protests or weather events.

Owner Drivers and Forestry Contractors Act 2005**VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULE**

Haulage, Prime Mover and Jinker Trailer
Fast speed 65 km/h
2018–19

A. INTRODUCTION

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

This Schedule applies to haulage contractors transporting forest products¹ at an average speed of 65 km/h sourced from either native or plantation forests using a prime mover and jinker trailer in a single-shift (up to 12 hours per day) operation.²

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure there is no misunderstanding concerning payment structures.

Schedules are usually revised annually, and hirers must provide haulage contractors with any revised Schedule as soon as practicable after it is published.

The Schedule does not set minimum rates that must be paid. Rather, it sets out a costing model and example based on typical overhead costs to assist contractors and their hirers to better understand the typical operating costs of a haulage business operating in the forestry sector. Haulage contractors should use the Schedule as a guide to map out their own unique cost structures.

How to use this Schedule

The Schedule is based on the average speed per hour estimated or achieved undertaking haulage of forest products with a prime mover and jinker trailer. This Schedule contains calculations based on a fast average travel speed of 65 km/h. Additional schedules are available and should be used where the average speed of travel is, or is anticipated to be, at:

- **Medium speed** – average travel speed of 55 km/h, or
- **Slow speed** – average travel speed of 45 km/h.

An average travel speed impacts upon an operator's cost per km and cost per hour. Slower travel speeds reduce the amount of kilometres over which fixed costs can be recovered and result in a higher per km cost for haulage. Inversely, a higher average travel speed results in more kilometres being covered in the same time period, with the result of lower per kilometre costs as well as lower per hour costs.

Assuming an average speed of 65 km/h, **Parts C and D** of the Schedule provide an analysis of the labour and equipment costs of providing the haulage service using the vehicle specified. Labour costs are based on industry averages. A comparison rate for undertaking the task as an employee is provided by the minimum rate payable under the Award. **Part D** provides an analysis of the vehicle costs of providing the service using the vehicle specified, expressed on a per hour and per kilometre basis. In addition, **Part D** provides an estimate of the cash flow cost per hour of vehicle operation to account for the asset creation process resulting from principal reduction payments.

Footnotes:

- 1 Haulage contractor and forest products are defined in the **Owner Drivers and Forestry Contractors Act 2005**.
- 2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

Part E of the Schedule applies the rates identified in **Parts C and D** to an example job summary based on an average speed of operation of 65 km/h and within the stated operating parameters. The example job summary demonstrates a methodology to estimate a per km and per hour costs to a per load payment structure often used in the transport sector.

B. KEY ASSUMPTIONS

The key assumptions made within this schedule are detailed in the table below.

The tables detailing costs in **Part C** contain sufficient detail with regard to the treatment of various inputs. However, this section provides further detail on the treatment of key input factors around operating costs. In addition, this section highlights factors that may create variances within key assumptions and therefore variances within outcomes.

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km per year: 147,305
Vehicle	Based on a bogie drive prime mover and a jinker trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average rate as well as comparison with rates under the Road Transport and Distribution Award 2010. The industry average is higher than Award base rate, however, overtime may be lower.
Fuel	Based on retail diesel fuel cost (terminal gate price). Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

C. OPERATING COSTS – LABOUR**Labour cost**

Workdays per year		
Total paid days		260
Less annual holidays		20
		240
Less	Training days	0
	Statutory holidays	11
	Wet / fire days	0
	Sick leave	5
Total work days		224

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$30.00	\$51,072
Overtime	224	4.4	\$30.00	\$29,568
Travel Time			\$30.00	\$0
Training / Wet	0	7.6	\$30.00	\$0
Leave	36	7.6	\$30.00	\$8,208
Annual Leave Loading (17.5%)				\$798
			Total	\$89,646
+ Superannuation			9.50%	\$5,707
+ Payroll Tax			4.00%	\$3,814
+ Workers Compensation			6.00%	\$5,379
Total Employment Cost				\$104,546
Non-Productive Labour Factor			5.00%	\$5,227
				\$109,774
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$490.06
Employment Cost per Work Hour				40.84

The wage costs are based on 2018 industry averages for drivers undertaking haulage work using a prime mover and jinker trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$27.12	\$34.72	\$45.56
Range of rates typically paid in Victoria³		
\$27.12 to \$32.54	\$34.72 to \$41.66	\$45.56 to \$54.67

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2010*¹ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked, a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

1. The Award rate is accurate as at 1 July 2018, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

D. VEHICLE OPERATING COSTS – JINKER CONFIGURATION – FAST SPEED 65 KM/H

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (kms)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
		On-Road	Off-Road
	Pump Price	\$1.42	\$1.42
	Less:	GST	\$0.13
		On-Road Grant	\$0.15
		Off-Road Rebate	\$0.41
	Net Cost:	\$1.14	\$0.88
	Average Fuel Price per litre:	\$1.12	

Configuration	Jinker	
	Truck	Trailer
Current New Price	\$260,000	\$185,000
Expected Used Value	\$65,000	\$50,000
% Borrowed	100%	100%
% Owned	0.00%	0.00%
New Tyres	2	–
Recaps	8	24
Total Tyres	10	24
Tyre Life (km)	65,000	100,000
Annual Registration	\$11,333	\$3,426
Repairs and Maintenance as a % of Depreciation	75%	75%
Fuel Consumption	1.6 kms / litre	

Cash Flow Inputs		
Leased Amount	\$260,000	\$100,000
Lease Terms (Years)	5	5
Lease residual	\$0	\$0
Monthly Payment (12 / Year)	\$5,057	\$1,945

Running Costs	(\$ / km)
Fuel	\$0.70
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Interest Charge	\$0.11
Depreciation	\$0.27
Insurance	\$0.04
Registration	\$0.05
Total	\$1.48
Cash Flow	
Fuel	\$0.70
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Finance Repayments	\$0.57
Insurance	\$0.04
Registration	\$0.05
Total	\$1.67

E. EXAMPLE JOB DESCRIPTION – FAST SPEED JINKER, 65 KM/H

Per load calculation

Per load calculation			
Job Description		Operating Variables	
Origin	A	Hours per Shift	12
Destination	B	Shifts per Day	1
Distance – Source to Destination (km)	120	Truck Workdays Per Annum	240
Private Road km (One Way)	10	Kilometres per shift	614
Travel Time Hours	3.69	Average Vehicle km / Annum	147,305
Loading / Unloading	1.00	Average Travel Speed	65
Total Travel Time (Round Trip)	4.69		

	Cost per shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$490.06	\$117,615	\$117,615
Vehicle (Jinker Configuration)	\$906.93	\$217,663	\$245,316
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,480.32	\$355,278	\$382,931
Cost per Work Hour	\$123.36	–	\$132.96
Cost per Km	\$1.48	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Environment days per year

The number of days and total kilometres travelled per year in which haulage occurs will affect the contractor's operating costs. Fewer work days means that the business' fixed costs are spread over a shorter period, increasing the total cost per hour/kilometre of running the business. More work days per year allows the business' fixed costs to be spread over a longer period, decreasing the total cost per hour.

Terrain and road conditions

A higher proportion of low-standard forest roads increases tyre costs and repairs to suspension systems, while a better standard of road will reduce these costs.

Shorter contract term

If the contract term is secure, the contractor's fixed (annual) costs, including finance costs/depreciation, can be secured over the period of the contract and a better finance arrangement obtained. A shorter contract term (less than the useful life of the vehicle) may involve a higher cost, as the fixed/annualised costs cannot be spread over the longer contract period/number of kilometres. In addition, higher finance costs may be incurred if the contract is less secure.

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

The Schedule assumes that the business uses a company structure and employs the owner of the business as an employee driver. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The Schedule assumes the owner-manager drives the vehicle for one 12-hour shift per day (including loading and unloading time) at a base wage of \$97,520 year (plus superannuation and WorkCover).

The Award wages as well as the range of wages typically paid to employee drivers are set out in **Part C** and are a useful guide to the market for the labour services of driving a vehicle. Other useful sources include job advertisements, unions and employer associations.

H. RETURN ON THE CONTRACTOR'S INVESTMENT

Haulage contractors can reasonably expect to receive an amount over and above their efficient operating costs and their own labour as a reward for their risk and investment. The amount that is a reasonable return on investment will vary widely in all the circumstances, and may vary over time as market conditions change. Factors that influence what is a reasonable return on investment include:

- the amount of the capital investment in the vehicle or equipment
- the level of commercial risk assumed by the contractor
- the security and certainty of the arrangements
- whether the vehicle or equipment provided by the contractor can readily be used to provide services to other persons

- whether the vehicle or equipment is also used for personal use
- the efficiency and productivity of the contractor
- the market for the services.

Forestry haulage businesses (in native forests) typically set a target for return on investment of between 10 and 15 per cent of their total capital investment in the business (being the amount of the contractor's own funds invested, net of any debt to a lender).

The profit margin of a haulage business has a significant impact upon the capacity of the contractor to obtain finance, to invest in vehicles and equipment, and to cope with unexpected losses of production, for example, losses due to protests or weather events.

Owner Drivers and Forestry Contractors Act 2005**VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULE**

Haulage, Prime Mover and B-Double Trailer
Fast speed 65 km/h
2018–19

A. INTRODUCTION

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

This Schedule applies to haulage contractors transporting forest products¹ at an average speed of 65 km/h sourced from either native or plantation forests using a prime mover and B-double trailer in a single-shift (up to 12 hours per day) operation.²

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure there is no misunderstanding concerning payment structures.

Schedules are usually revised annually, and hirers must provide haulage contractors with any revised Schedule as soon as practicable after it is published.

The Schedule does not set minimum rates that must be paid. Rather, it sets out a costing model and example based on typical overhead costs to assist contractors and their hirers to better understand the typical operating costs of a haulage business operating in the forestry sector. Haulage contractors should use the Schedule as a guide to map out their own unique cost structures.

How to use this Schedule

The Schedule is based on the average speed per hour estimated or achieved undertaking haulage of forest products with a prime mover and jinker trailer. This Schedule contains calculations based on a fast average travel speed of 65 km/h. Additional schedules are available and should be used where the average speed of travel is, or is anticipated to be, at:

- **Medium speed** – average travel speed of 55 km/h, or
- **Slow speed** – average travel speed of 45 km/h.

An average travel speed impacts upon an operator's cost per km and cost per hour. Slower travel speeds reduce the amount of kilometres over which fixed costs can be recovered and result in a higher per km cost for haulage. Inversely, a higher average travel speed results in more kilometres being covered in the same time period, with the result of lower per kilometre costs as well as lower per hour costs.

Assuming an average speed of 65 km/h, **Parts C and D** of the Schedule provide an analysis of the labour and equipment costs of providing the haulage service using the vehicle specified. Labour costs are based on industry averages. A comparison rate for undertaking the task as an employee is provided by the minimum rate payable under the Award. **Part D** provides an analysis of the vehicle costs of providing the service using the vehicle specified, expressed on a per hour and per kilometre basis. In addition, **Part D** provides an estimate of the cash flow cost per hour of vehicle operation to account for the asset creation process resulting from principal reduction payments.

Footnotes:

- 1 Haulage contractor and forest products are defined in the **Owner Drivers and Forestry Contractors Act 2005**.
- 2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

Part E of the Schedule applies the rates identified in **Parts C and D** to an example job summary based on an average speed of operation of 65 km/h and within the stated operating parameters. The example job summary demonstrates a methodology to estimate a per km and per hour costs to a per load payment structure often used in the transport sector.

B. KEY ASSUMPTIONS

The key assumptions made within this Schedule are detailed in the table below.

The tables detailing costs in **Part C** contain sufficient detail with regard to the treatment of various inputs. However, this section provides further detail on the treatment of key input factors around operating costs. In addition, this section highlights factors that may create variances within key assumptions and therefore variances within outcomes.

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the Transport and Distribution Award 2010. The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on retail diesel fuel cost (terminal gate price). Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

C. OPERATING COSTS – LABOUR**Labour cost**

Workdays per year		
Total paid days		260
Less annual holidays		20
		240
Less	Training days	0
	Statutory holidays	11
	Wet / fire days	0
	Sick leave	5
Total work days		224

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$30.00	\$51,072
Overtime	224	4.4	\$30.00	\$29,568
Travel Time			\$30.00	\$0
Training / Wet	0	7.6	\$30.00	\$0
Leave	36	7.6	\$30.00	\$8,208
Annual Leave Loading (17.5%)				\$798
			Total	\$89,646
+ Superannuation			9.50%	\$5,707
+ Payroll Tax			4.00%	\$3,814
+ Workers Compensation			6.00%	\$5,379
Total Employment Cost				\$104,546
Non-Productive Labour Factor			5.00%	\$5,227
				\$109,774
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$490.06
Employment Cost per Work Hour				40.84

The wage costs are based on 2018 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$27.12	\$34.72	\$45.56
Range of rates typically paid in Victoria³		
\$27.12 to \$32.54	\$34.72 to \$41.66	\$45.56 to \$54.67

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2010*¹ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked, a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

1. The Award rate is accurate as at 1 July 2018, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

D. VEHICLE OPERATING COSTS – B-DOUBLE CONFIGURATION – FAST SPEED

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (kms)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
		On-Road	Off-Road
	Pump Price	\$1.42	\$1.42
	Less:	GST	\$0.13
		On-Road Grant	\$0.15
		Off-Road Rebate	\$0.41
	Net Cost:	\$1.14	\$0.88
	Average Fuel Price per litre:	\$1.12	

Configuration	B-double	
	Truck	Trailer
Current New Price	\$275,000	\$185,000
Expected Used Value	\$65,000	\$50,000
% Borrowed	100%	100%
% Owned	0.00%	0.00%
New Tyres	2	–
Recaps	8	24
Total Tyres	10	24
Tyre Life (km)	65,000	100,000
Annual Registration	\$11,333	\$3,426
Repairs and Maintenance as a % of Depreciation	75%	75%
Fuel Consumption	1.45 km / litre	

Cash Flow Inputs		
Leased Amount	\$275,000	\$185,000
Lease Terms (Years)	5	5
Lease Residual	\$0	\$0
Monthly Payment (12 / Year)	\$5,349	\$3,598

Running Costs	(\$ / km)
Fuel	\$0.77
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Interest Charge	\$0.14
Depreciation	\$0.35
Insurance	\$0.05
Registration	\$0.06
Total	\$1.77
Cash Flow	
Fuel	\$0.77
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Finance Repayments	\$0.73
Insurance	\$0.05
Registration	\$0.06
Total	\$2.01

E. EXAMPLE JOB DESCRIPTION – FAST SPEED B-DOUBLE 65 KM/H

Per load calculation			
Job Description		Operating Variables	
Origin	A	Hours per Shift	12
Destination	B	Shifts per Day	1
Distance – Source to Destination (km)	120	Truck Workdays Per Annum	240
Private Road km (One Way)	10	Kilometres per shift	614
Travel Time Hours	3.69	Average Vehicle km / Annum	147,305
Loading / Unloading	1.00	Average Travel Speed	65
Total Travel Time (Round Trip)	4.69		

	Cost per shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$490.06	\$117,615	\$117,615
Vehicle (B-double Configuration)	\$906.93	\$217,663	\$245,316
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,480.32	\$355,278	\$382,931
Cost per Work Hour	\$123.36	–	\$132.96
Cost per Km	\$1.48	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Environment days per year

The number of days and total kilometres travelled per year in which haulage occurs will affect the contractor's operating costs. Fewer work days means that the business' fixed costs are spread over a shorter period, increasing the total cost per hour/kilometre of running the business. More work days per year allows the business' fixed costs to be spread over a longer period, decreasing the total cost per hour.

Terrain and road conditions

A higher proportion of low-standard forest roads increases tyre costs and repairs to suspension systems, while a better standard of road will reduce these costs.

Shorter contract term

If the contract term is secure, the contractor's fixed (annual) costs, including finance costs/depreciation, can be secured over the period of the contract and a better finance arrangement obtained. A shorter contract term (less than the useful life of the vehicle) may involve a higher cost, as the fixed/annualised costs cannot be spread over the longer contract period/number of kilometres. In addition, higher finance costs may be incurred if the contract is less secure.

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

The Schedule assumes that the business uses a company structure and employs the owner of the business as an employee driver. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The Schedule assumes the owner-manager drives the vehicle for one 12-hour shift per day (including loading and unloading time) at a base wage of \$97,520 per year (plus superannuation and WorkCover).

The Award wages as well as the range of wages typically paid to employee drivers are set out in **Part C** and are a useful guide to the market for the labour services of driving a vehicle. Other useful sources include job advertisements, unions and employer associations.

H. RETURN ON THE CONTRACTOR'S INVESTMENT

Haulage contractors can reasonably expect to receive an amount over and above their efficient operating costs and their own labour as a reward for their risk and investment. The amount that is a reasonable return on investment will vary widely in all the circumstances and may vary over time as market conditions change. Factors that influence what is a reasonable return on investment include:

- the amount of the capital investment in the vehicle or equipment
- the level of commercial risk assumed by the contractor
- the security and certainty of the arrangements
- whether the vehicle or equipment provided by the contractor can readily be used to provide services to other persons

- whether the vehicle or equipment is also used for personal use
- the efficiency and productivity of the contractor
- the market for the services.

Forestry haulage businesses (in native forests) typically set a target for return on investment of between 10 and 15 per cent of their total capital investment in the business (being the amount of the contractor's own funds invested, net of any debt to a lender).

The profit margin of a haulage business has a significant impact on the capacity of the contractor to obtain finance, to invest in vehicles and equipment, and to cope with unexpected losses of production, for example, losses due to protests or weather events.

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and Jinker Trailer
Slow speed 45 km/h
2018–19**A. INTRODUCTION**

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

This Schedule applies to haulage contractors transporting forest products¹ sourced from either native or plantation forests using a prime mover and B-double trailer in a single-shift (up to 12 hours per day) operation.²

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure there is no misunderstanding concerning payment structures.

Schedules are usually revised annually, and hirers must provide harvesting contractors with any revised Schedule as soon as practicable after it is published.

The Schedule does not set minimum rates that must be paid. Rather, it sets out a costing model and example based on typical overhead costs to help contractors and their hirers to better understand the typical operating costs of a haulage business operating in the forestry sector. Contractors should use the Schedule as a guide to map out their own unique cost structures.

How to use this Schedule

The Schedule is based on the average speed per hour estimated or achieved undertaking haulage of forest products with a prime mover and jinker trailer. This Schedule contains calculations based on a fast average travel speed of 65 km/h. Additional schedules are available and should be used where the average speed of travel is, or is anticipated to be, at:

- **Fast speed** – average travel speed of 65 km/h, or
- **Medium speed** – average travel speed of 55 km/h.

An average travel speed impacts upon an operator's cost per km and cost per hour. Slower travel speeds reduce the amount of kilometres over which fixed costs can be recovered and result in a higher per km cost for haulage. Inversely, a higher average travel speed results in more kilometres being covered in the same time period, with the result of lower per kilometre costs as well as lower per hour costs.

Assuming an average speed of 45 km/h, **Parts C and D** of the Schedule provide an analysis of the labour and equipment costs of providing the haulage service using the vehicle specified. Labour costs are based on industry averages. A comparison rate for undertaking the task as an employee is provided by the minimum rate payable under the Award. **Part D** provides an analysis of the vehicle costs of providing the service using the vehicle specified, expressed on a per hour and per kilometre basis. In addition, **Part D** provides an estimate of the cash flow cost per hour of vehicle operation to account for the asset creation process resulting from principal reduction payments.

Footnotes:

- 1 Haulage contractor and forest products are defined in the **Owner Drivers and Forestry Contractors Act 2005**.
- 2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

Part E of the Schedule applies the rates identified in **Parts C and D** to an example job summary based on an average speed of operation of 45 km/h and within the stated operating parameters. The example job summary demonstrates a methodology often used in the transport sector to estimate a per km and per hour costs to a per load payment structure.

B. KEY ASSUMPTIONS

The key assumptions made within this Schedule are detailed in the table below.

The tables detailing costs in **Part C** contain sufficient detail with regard to the treatment of various inputs. However, this section provides further detail on the treatment of key input factors around operating costs. In addition, this section highlights factors that may create variances within key assumptions and therefore variances within outcomes.

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the Transport and Distribution Award 2010. The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on retail diesel fuel cost (terminal gate price). Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

C. OPERATING COSTS – LABOUR**Labour cost**

Workdays per year		
Total paid days		260
Less annual holidays		20
		240
Less	Training days	0
	Statutory holidays	11
	Wet / fire days	0
	Sick leave	5
Total work days		224

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$30.00	\$51,072
Overtime	224	4.4	\$30.00	\$29,568
Travel Time			\$30.00	\$0
Training / Wet	0	7.6	\$30.00	\$0
Leave	36	7.6	\$30.00	\$8,208
Annual Leave Loading (17.5%)				\$798
			Total	\$89,646
+ Superannuation			9.50%	\$5,707
+ Payroll Tax			4.00%	\$3,814
+ Workers Compensation			6.00%	\$5,379
Total Employment Cost				\$104,546
Non-Productive Labour Factor			5.00%	\$5,227
				\$109,774
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$490.06
Employment Cost per Work Hour				40.84

The wage costs are based on 2018 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$27.12	\$34.72	\$45.56
Range of rates typically paid in Victoria³		
\$27.12 to \$32.54	\$34.72 to \$41.66	\$45.56 to \$54.67

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2010*¹ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rates: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

1. The Award rate is accurate as at 1 July 2018, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

D. VEHICLE OPERATING COSTS – JINKER CONFIGURATION – SLOW SPEED

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (km)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
		On-Road	Off-Road
	Pump Price	\$1.42	\$1.42
	Less:	GST	\$0.13
		On-Road Grant	\$0.15
		Off-Road Rebate	\$0.41
	Net Cost:	\$1.14	\$0.88
	Average Fuel Price per litre:	\$1.12	

Configuration	Jinker	
	Truck	Trailer
Current New Price	\$260,000	\$100,000
Expected Used Value	\$50,000	\$40,000
% Borrowed	100%	100%
% Owned	0.00%	0.00%
New Tyres	2	–
Recaps	8	12
Total Tyres	10	12
Tyre Life (km)	65,000	100,000
Annual Registration	\$4,512	\$1,713
Repairs and Maintenance as a % of Depreciation	75%	75%
Fuel Consumption	1.60 km / litre	

Cash Flow Inputs		
Leased Amount	\$260,000	\$100,000
Lease Terms (Years)	5	5
Lease Residual	\$0	\$0
Monthly Payment (12 / Year)	\$5,057	\$1,945

Running Costs	(\$ / km)
Fuel	\$0.70
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Interest Charge	\$0.16
Depreciation	\$0.27
Insurance	\$0.05
Registration	\$0.06
Total	\$1.56
Cash Flow	
Fuel	\$0.70
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Finance Repayments	\$0.77
Insurance	\$0.05
Registration	\$0.06
Total	\$1.89

E. EXAMPLE JOB DESCRIPTION – Slow speed jinker

Per load calculation			
Job Description		Operating Variables	
Origin	A	Hours per Shift	12
Destination	B	Shifts per Day	1
Distance – Source to Destination (km)	120	Truck Workdays Per Annum	240
Private Road km (One Way)	10	Kilometres per shift	455
Travel time hours	5.33	Average Vehicle km / Annum	109,137
Loading / Unloading	1.00	Average Travel Speed	45
Total Travel Time (Round Trip)	6.33		

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$490.06	\$117,615	\$117,615
Vehicle (B-double Configuration)	\$708.01	\$169,922	\$206,734
Overhead Charge	\$83.33	\$20,000	\$20,000
Total cost per Shift	\$1,281.40	\$307,536	\$344,351
Cost per Work Hour	\$106.78	–	\$119.57
Cost per Km	\$1.56	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Environment days per year

The number of days and total kilometres travelled per year in which haulage occurs will affect the contractor's operating costs. Fewer work days means that the business' fixed costs are spread over a shorter period, increasing the total cost per hour/kilometre of running the business. More work days per year allows the business' fixed costs to be spread over a longer period, decreasing the total cost per hour.

Terrain and road conditions

A higher proportion of low-standard forest roads increases tyre costs and repairs to suspension systems, while a better standard of road will reduce these costs.

Shorter contract term

If the contract term is secure, the contractor's fixed (annual) costs, including finance costs/depreciation, can be secured over the period of the contract and a better finance arrangement obtained. A shorter contract term (less than the useful life of the vehicle) may involve a higher cost, as the fixed/annualised costs cannot be spread over the longer contract period/number of kilometres. In addition, higher finance costs may be incurred if the contract is less secure.

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

The Schedule assumes that the business uses a company structure and employs the owner of the business as an employee driver. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The Schedule assumes the owner-manager drives the vehicle for one 12-hour shift per day (including loading and unloading time) at a base wage of \$97,520 year (plus superannuation and WorkCover).

The Award wages as well as the range of wages typically paid to employee drivers are set out in **Part C** and are a useful guide to the market for the labour services of driving a vehicle. Other useful sources include job advertisements, unions and employer associations.

H. RETURN ON THE CONTRACTOR'S INVESTMENT

Haulage contractors can reasonably expect to receive an amount over and above their efficient operating costs and their own labour as a reward for their risk and investment. The amount that is a reasonable return on investment will vary widely in all the circumstances, and may vary over time as market conditions change. Factors that influence what is a reasonable return on investment include:

- the amount of the capital investment in the vehicle or equipment
- the level of commercial risk assumed by the contractor
- the security and certainty of the arrangements
- whether the vehicle or equipment provided by the contractor can readily be used to provide services to other persons

- whether the vehicle or equipment is also used for personal use
- the efficiency and productivity of the contractor
- the market for the services.

Forestry haulage businesses (in native forests) typically set a target for return on investment of between 10 and 15 per cent of their total capital investment in the business (being the amount of the contractor's own funds invested, net of any debt to a lender).

The profit margin of a haulage business has a significant impact upon the capacity of the contractor to obtain finance, to invest in vehicles and equipment, and to cope with unexpected losses of production, for example, losses due to protests or weather events.

Owner Drivers and Forestry Contractors Act 2005**VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULE**

Haulage, Prime Mover and B-Double Trailer
Slow speed 45 km/h
2018–19

A. INTRODUCTION

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

This Schedule applies to haulage contractors transporting forest products¹ at an average speed of 45 km/h, sourced from either native or plantation forests using a prime mover and B-double trailer in a single-shift (up to 12 hours per day) operation.²

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure there is no misunderstanding concerning payment structures.

Schedules are usually revised annually, and hirers must provide harvesting contractors with any revised Schedule as soon as practicable after it is published.

The Schedule does not set minimum rates that must be paid. Rather, it sets out a costing model and example based on typical overhead costs to help contractors and their hirers better understand the typical operating costs of a haulage business operating in the forestry sector. Haulage contractors should use the Schedule as a guide to map out their own unique cost structures.

How to use this Schedule

The Schedule is based on the average speed per hour estimated or achieved undertaking haulage of forest products with a prime mover and jinker trailer. This Schedule contains calculations based on a slow average travel speed of 45 km/h. Additional schedules are available and should be used where the average speed of travel is, or is anticipated to be, at:

- **Fast speed** – average travel speed of 65 km/h, or
- **Medium speed** – average travel speed of 55 km/h.

An average travel speed impacts upon an operator's cost per km and cost per hour. Slower travel speeds reduce the amount of kilometres over which fixed costs can be recovered and result in a higher per km cost for haulage. Inversely, a higher average travel speed results in more kilometres being covered in the same time period with the result of lower per kilometre costs as well as lower per hour costs.

Assuming an average speed of 45 km/h, **Parts C and D** of the Schedule provide an analysis of the labour and equipment costs of providing the haulage service using the vehicle specified. Labour costs are based on industry averages. A comparison rate for undertaking the task as an employee is provided by the minimum rate payable under the Award. **Part D** provides an analysis of the vehicle costs of providing the service using the vehicle specified, expressed on a per hour and per kilometre basis. In addition, **Part D** provides an estimate of the cash flow cost per hour of vehicle operation to account for the asset creation process resulting from principal reduction payments.

Footnotes:

- 1 Haulage contractor and forest products are defined in the **Owner Drivers and Forestry Contractors Act 2005**.
- 2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

Part E of the Schedule applies the rates identified in **Parts C and D** to an example job summary based on an average speed of operation of 45 km/h and within the stated operating parameters. The example job summary demonstrates a methodology that is often used in the transport sector to estimate a per km and per hour costs to a per load payment structure.

B. KEY ASSUMPTIONS

The key assumptions made within this Schedule are detailed in the table below.

The tables detailing costs in **Part C** contain sufficient detail with regard to the treatment of various inputs. This section provides further detail on the treatment of key input factors around operating costs. In addition, this section highlights factors that may create variances within key assumptions and therefore variances within outcomes.

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule are based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the Transport and Distribution Award 2010. The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on retail diesel fuel cost (terminal gate price). Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

C. OPERATING COSTS – LABOUR**Labour cost**

Workdays per year		
Total paid days		260
Less annual holidays		20
		240
Less	Training days	0
	Statutory holidays	11
	Wet / fire days	0
	Sick leave	5
Total work days		224

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$30.00	\$51,072
Overtime	224	4.4	\$30.00	\$29,568
Travel Time			\$30.00	\$0
Training / Wet	0	7.6	\$30.00	\$0
Leave	36	7.6	\$30.00	\$8,208
Annual Leave Loading (17.5%)				\$798
			Total	\$89,646
+ Superannuation			9.50%	\$5,707
+ Payroll Tax			4.00%	\$3,814
+ Workers Compensation			6.00%	\$5,379
Total Employment Cost				\$104,546
Non-Productive Labour Factor			5.00%	\$5,227
				\$109,774
No. of shifts / Year / Employee				224
Employment Cost per Workshop				\$490.06
Employment Cost per Work Hour				40.84

The wage costs are based on 2018 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$27.12	\$34.72	\$45.56
Range of rates typically paid in Victoria³		
\$27.12 to \$32.54	\$34.72 to \$41.66	\$45.56 to \$54.67

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2010*¹ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

1. The Award rate is accurate as at 1 July 2018, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

D. VEHICLE OPERATING COSTS – B-DOUBLE CONFIGURATION

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (kms)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
		On-Road	Off-Road
	Pump Price	\$1.42	\$1.42
	Less:	GST	\$0.13
		On-Road Grant	\$0.15
		Off-Road Rebate	\$0.41
	Net Cost:		
	Average Fuel Price per litre:	\$1.14	\$0.88

Configuration	B-double	
	Truck	Trailer
Current New Price	\$275,000	\$185,000
Expected Used Value	\$65,000	\$50,000
% Borrowed	100%	100%
% Owned	0.00%	0.00%
New Tyres	2	–
Recaps	8	24
Total Tyres	10	24
Tyre Life (km)	65,000	100,000
Annual Registration	\$11,333	\$3,426
Repairs and Maintenance as a % of Depreciation	75%	75%
Fuel Consumption	1.45 km / litre	

Cash Flow Inputs		
Leased Amount	\$275,000	\$185,000
Lease Terms (Years)	5	5
Lease Residual	\$0	\$0
Monthly Payment (12 / Year)	\$5,349	\$3,598

Running Costs	(\$ / km)
Fuel	\$0.77
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Interest Charge	\$0.21
Depreciation	\$0.35
Insurance	\$0.06
Registration	\$0.08
Total	\$1.88
Cash Flow	
Fuel	\$0.77
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Finance Repayments	\$0.98
Insurance	\$0.06
Registration	\$0.08
Total	\$2.31

E. EXAMPLE JOB DESCRIPTION – SLOW SPEED B-DOUBLE 55 KM/H

Per load calculation			
Job Description		Operating Variables	
Origin	A	Hours per Shift	12
Destination	B	Shifts per Day	1
Distance – Source to Destination (km)	A	Truck Workdays Per Annum	240
Private Road km (One Way)	B	Kilometres per Shift	455
Travel Time Hours	120	Average Vehicle km / Annum	109,137
Loading / Unloading	10	Average Travel Speed	45
Total Travel Time (Round Trip)	5.33		

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$490.06	\$117,615	\$117,615
Vehicle (B-double configuration)	\$852.82	\$204,676	\$251,717
Overhead Charge	\$83.33	\$20,000	\$20,000
Total cost per Shift	\$1,426.21	\$342,290	\$389,331
Cost per Work Hour	\$118.85	–	\$135.18
Cost per Km	\$1.88	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Environment days per year

The number of days and total kilometres travelled per year in which haulage occurs will affect the contractor's operating costs. Fewer work days means that the business' fixed costs are spread over a shorter period, increasing the total cost per hour/kilometre of running the business. More work days per year allows the business' fixed costs to be spread over a longer period, decreasing the total cost per hour.

Terrain and road conditions

A higher proportion of low-standard forest roads increases tyre costs and repairs to suspension systems, while a better standard of road will reduce these costs.

Shorter contract term

If the contract term is secure, the contractor's fixed (annual) costs, including finance costs/depreciation, can be secured over the period of the contract and a better finance arrangement obtained. A shorter contract term (less than the useful life of the vehicle) may involve a higher cost, as the fixed/annualised costs cannot be spread over the longer contract period/number of kilometres. In addition, higher finance costs may be incurred if the contract is less secure.

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

The Schedule assumes that the business uses a company structure and employs the owner of the business as an employee driver. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The Schedule assumes the owner-manager drives the vehicle for one 12-hour shift per day (including loading and unloading time) at a base wage of \$97,520 per year (plus superannuation and WorkCover).

The Award wages as well as the range of wages typically paid to employee drivers are set out in **Part C** and are a useful guide to the market for the labour services of driving a vehicle. Other useful sources include job advertisements, unions and employer associations.

H. RETURN ON THE CONTRACTOR'S INVESTMENT

Haulage contractors can reasonably expect to receive an amount over and above their efficient operating costs and their own labour as a reward for their risk and investment. The amount that is a reasonable return on investment will vary widely in all the circumstances and may vary over time as market conditions change. Factors that influence what is a reasonable return on investment include:

- the amount of the capital investment in the vehicle or equipment
- the level of commercial risk assumed by the contractor
- the security and certainty of the arrangements
- whether the vehicle or equipment provided by the contractor can readily be used to provide services to other persons

- whether the vehicle or equipment is also used for personal use
- the efficiency and productivity of the contractor
- the market for the services.

Forestry haulage businesses (in native forests) typically set a target for return on investment of between 10 and 15 per cent of their total capital investment in the business (being the amount of the contractor's own funds invested, net of any debt to a lender).

The profit margin of a haulage business has a significant impact upon the capacity of the contractor to obtain finance, to invest in vehicles and equipment, and to cope with unexpected losses of production, for example, losses due to protests or weather events.

Owner Drivers and Forestry Contractors Act 2005**VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULE**

Harvesting – 2018–19

A. INTRODUCTION

This Rates and Costs Schedule (Schedule) is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005**. Under the Act, hirers must give this Schedule to all harvesting contractors at least three business days before the contractor is engaged for a period of at least 30 days; or on the thirtieth day if the contractors are engaged for a total period of at least 30 days in any three-month period.

This Schedule applies to contractors harvesting forest products¹ in both native and plantation forests.

This Schedule is a general guide only. Contractors are strongly advised to seek professional accounting advice relevant to their own situation and discuss all issues with their hirer to ensure both parties are clear on the details of the agreement, and in particular payment structures.

This Schedule is reviewed annually. Hirers must provide harvesting contractors with **any revised Schedule as soon as practicable after it is published.**

This Schedule does not set minimum rates that must be paid. Rather, this Schedule sets out a costing model based on typical costs. The Schedule seeks to help contractors and their hirers better understand the operating costs of a harvesting business. Contractors can then use the Schedule as a guide to plan and develop an individual cost structure accounting for their own circumstances.

How to use this Schedule

The Schedule provides the cost per hour to run a range of suitable forestry machines for a small-scale harvesting operation. The fixed costs as well as the variable (running costs) per hour are estimated for each machine.

The machinery costs are described independent of production, that is to say the figures have no direct relation to the volume of timber harvested or processed. It is assumed that the hourly cost of equipment will remain relatively constant for a given contractor from harvest site to harvest site.

What will change between harvest sites is the volume of timber produced per productive hour. Variables in the rate of production or harvesting will have an impact on the cost per unit volume of production. Contractors need to understand the impact of this variable on production and correctly factor it in when costing their service.

The first part of this Schedule details the assumptions that have been made in determining fixed or overhead costs to a per hour cost rate, as well as detailing factors impacting the productivity of a harvesting operation. The second part of this Schedule sets out the fixed and variable cost of operating various pieces of forestry equipment that may be required in a harvest operation.

B. ASSUMPTIONS

To the extent that such assumptions are necessary to determine per hour fixed and variable costs for machinery operation, the following assumptions have been made:

1. a standard small-sized forestry unit of 5 machines and 5 machine operators
2. 235 operating days per annum
3. 9 hours of machine operation per day
4. 35,000 m of timber product harvested annually
5. a yield of 600–1,000 m of total product per hectare.

Footnotes:

¹ 'Harvesting contractor' and 'forest products' are defined in the **Owner Drivers and Forestry Contractors Act 2005**.

The schedules detail the capital cost of operating ‘new’ front line equipment

The schedules are based on the recovery of the cost of equipment over the operational life of a new piece of equipment.

While the capital cost of a used piece of equipment may be lower than that of new, it is assumed that a used piece of equipment has a shorter operational life as well as a lower, if any, used value. The shorter operational life and marginal resale value reduces the period over which the cost of finance can be amortised. If a piece of equipment is to be a critical front-line machine, any down-time will significantly impact production. More down-time can be expected with used equipment compared with new, so the choice between the two should be carefully considered.

There may be periods of time where a used machine may be capable of performing at the production level required of a front-line piece of machinery. However, viewed over an appropriate period the use of second-hand machinery in frontline roles may not reflect the cost of commercially providing that service.

There are roles within the harvesting operation where used equipment could be considered and may be the most appropriate given they are not used full time, for example, tail hold machines, ancillary support equipment such as bulldozers for earth works, and ancillary loading or snagging equipment.

The balance between new and used equipment should be carefully considered when determining the equipment used for any particular harvest operation.

What finance arrangements have been assumed?

The standard approach to costing throughout the schedules has been to adopt a ‘new’ purchase price and amortise this over the effective frontline life of the equipment, arriving at the average of capital invested after deducting the current used price for the relevant piece of equipment.

Where the use of second-hand equipment may be prudent, used prices are specified.

The schedules assume finance is obtained on a capital financed basis. The use of other financing models such as leasing may change the cost profile of capital as well as the risk profile. However, the underlying capital costs will incorporate the same factors: capital cost, depreciation, residual value and a rate of return to the capital provider.

Why have cash flow hourly costs been included?

Providing an estimated cash flow hourly cost for the operation of a piece of machinery recognises the cost of employing capital as well as the change in nature of assets of the business from cash to plant as part of the capital repayment process.

From a profit and loss perspective, principal repayments of plant are a change in the nature of the asset to the business from cash flow to an asset. It is important to note from a cash flow perspective that this is to occur and to acknowledge that the cash flow per hour rate required to operate the business will be affected by this transfer. Note further that if a business were to contract solely on the basis of operating costs additional owner’s equity or a line of credit would need to be employed to cover the cash flow shortfall until such time as the asset is liquidated.

The use of an estimated cash flow cost per hour gives the contractor a per hour rate where the cash flow cost of operating their business is estimated to be met by the per hour rate contracted for.

C. COST PER UNIT VOLUME VARIABLES

While input costs and per hour costs to operate pieces of equipment can be quantified, assessing the cost per unit of production (either cubic meters or tonnes) can vary significantly between harvest sites or with differing harvesting techniques.

Assessing the cost per unit of production requires a significant level of knowledge and expertise regarding harvesting techniques, planning and operations management as well as machine and worker capacity.

Set out below are several factors and their likely impact on production. It is important to be aware of these. Any of the factors cannot be considered in isolation. More often than not they must be considered together as their effects may be compounding.

Yield

Yield is the amount of product recovered from any given area. This will be different for every harvest site.

Yield is affected by:

- the type of harvesting operation, for example, selective, thinning or clearfell
- the type of forest to be harvested, for example, native, plantation – pine or eucalypt
- the size and form of trees (height, diameter and extent of branching)
- the number of stems per hectare.

Lower yield generally increases the cost per unit of production.

When operating in low-yield stands, in any given period of time, say one year, to produce a particular quantity of product, more harvest sites will be required than if operating in high-yield stands. Relocation, down-time and set-up time will need to be factored in when considering costs of operating in low-yield stands.

Productivity of equipment and work planning

Optimal productivity can be achieved by well-matched equipment and well-planned work practices. However, this can be significantly affected by the skill and experience of each machine operator.

The most efficient operations have the production capacity of each item of equipment and associated system of work aligned to minimise any bottlenecks that may slow overall production.

Work planning, particularly in terms of the positioning of landing sites, the construction of roads to reduce skidding distance to landings, the design of snigging tracks to reduce soil compaction or a choice to use of cable log extraction, can have a significant impact on the efficiency of a harvest operation and can affect overall production.

Terrain

The nature of the terrain will significantly impact both the costs of production and the quantity of production in any given period of time.

Steeper terrain, natural obstacles or extensive rock cover will increase the cost of, and reduce the amount of, production.

Flatter terrain allows for more efficient ground-based logging techniques. Heavily sloped, undulating or inaccessible terrain may require expensive cable logging systems or heavy side cutting, which will increase costs or slow production.

Season

Each season can have different impacts on production that need to be considered.

Summer is drier, allowing for high levels of production. But if it is too dry, barking logs becomes more difficult and there is a higher chance of stoppage due to fires or high-fire danger days.

Production during winter is normally reduced compared with summer, given the additional environmental care required to protect soils. There is potential for production stoppages due to wet weather.

Type of silviculture

The type of silviculture for any particular harvest site will have a significant impact on the type of equipment required, the cost of production and the amount of production.

Silvicultural treatment may vary from: clearfell, selective logging, seed tree retention, variable retention, habitat tree retention, clump retention or thinning.

Different suites of equipment will better suit different types of silvicultural treatment.

The impact on production and cost of the silvicultural treatment for a site and the equipment required will need to be carefully considered when estimating costs for any particular site.

Piece size and form

Piece size and form will impact the cost of production and amount produced.

Small trees can be difficult to bark and time consuming to handle, resulting in significant drops in production, increased fuel expense and repair costs. Large trees can be difficult to fell and process. Depending on the size of the mechanical harvester, they may be too big for the machine to safely handle and may require hand falling.

Cut-to-length harvesting systems

Cut-to-length harvesting or processing at the stump is typically engaged in thinning operations in the plantation sector. It has many advantages over whole-of-tree systems in terms of nutrient retention, minimising soil disturbance and the impact of the thinning operation on retained trees. A typical cut-to-length system uses a harvester to fell the tree and process it (debark and cut the log to length) at the stump, with the log extraction then performed by a forwarder.

Engaging cut-to-length processing, particularly in a thinning operation, may be undertaken in preference to whole-of-tree log extraction in order to reduce damage to remaining trees. However, the system requires an increased capital outlay and in a native forest clearfell scenario is less productive than whole-of-tree log extraction.

D. MACHINE COSTING**Front-line machines**

	Tracked Feller Buncher	Grapple Skidder	Grapple Skidder	Shovel- Excavator	Shovel- Purpose Built
	150–225 kw	110–130 kw	180–210 kw	180–200 kw	250–275 kw
Current New Price	\$ 900,000	\$ 400,000	\$ 500,000	\$ 700,000	\$ 900,000
Hours Per Day	9.00	9.00	9.00	9.00	9.00
Hours Per Year	2,115	2,115	2,115	2,115	2,115
Years to be Owned	5.0	5.0	5.0	5.0	5.0
Gives Hours to be Owned	10,575	10,575	10,575	10,575	10,575
Current Used Price	\$ 180,000	\$ 80,000	\$ 100,000	\$ 140,000	\$ 180,000
Average Capital Invested	\$ 720,000	\$ 320,000	\$ 400,000	\$ 560,000	\$ 720,000
New Tyre Price (Set)	\$ –	\$ –	\$ 32,000		\$ –
Tyre Life (hrs)	–	–	8,000		–
New Tracks Price (Set)	\$ 40,000	\$ 40,000	\$ –	\$ 40,000	\$ 40,000
Tracks Life (hrs)	8,000	8,000	–	8,000	8,000
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Wire Rope Life	–	–	–	–	–
Proportion of ACI as Loan	100%	100%	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	0%	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
BP Terminal Gate Price – August 2018	\$ 1.4274	\$ 1.4274	\$ 1.4274	\$ 1.4274	\$ 1.4274
GST	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13
Fuel Tax Credit	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.89	\$ 0.89	\$ 0.89	\$ 0.89	\$ 0.89
Litres Per Hour	35	20	25	30	35
Repairs and Maintenance (pa)	\$ 84,600	\$ 63,450	\$ 63,450	\$ 63,450	\$ 84,600
Fixed Costs/Hr					
Depreciation	\$ 68.09	\$ 30.26	\$ 37.83	\$ 52.96	\$ 68.09
Interest	\$ 14.21	\$ 6.32	\$ 7.89	\$ 11.05	\$ 14.21
Insurance	\$ 6.81	\$ 2.27	\$ 2.84	\$ 3.97	\$ 5.11
	\$ 89.10	\$ 38.84	\$ 48.56	\$ 67.98	\$ 87.40

	Tracked Feller Buncher	Grapple Skidder	Grapple Skidder	Shovel- Excavator	Shovel- Purpose Built
	150–225 kw	110–130 kw	180–210 kw	180–200 kw	250–275 kw
Running Costs/Hr					
Fuel	\$ 31.10	\$ 17.77	\$ 22.22	\$ 26.66	\$ 31.10
Oil/Grease	\$ 0.47	\$ 0.27	\$ 0.33	\$ 0.40	\$ 0.47
Repairs and Maintenance	\$ 40.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 40.00
Tracks	\$ 5.00	\$ 5.00	\$ –	\$ 5.00	\$ 7.50
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Tyres	\$ –	\$ –	\$ 4.00	\$ –	\$ –
	\$ 76.57	\$ 53.04	\$ 56.55	\$ 62.06	\$ 79.07
Direct Machine Costs/Hr	\$ 165.67	\$ 91.88	\$ 105.10	\$ 65.67	\$ 65.67
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Hrly Cost	\$ 253.80	\$ 180.01	\$ 193.23	\$ 218.16	\$ 254.59
Estimated Cash Flow					
Hourly Fixed Costs	\$ 89.10	\$ 38.84	\$ 48.56	\$ 67.98	\$ 87.40
Less: Depreciation	\$ 68.09	\$ 30.26	\$ 37.83	\$ 52.96	\$ 68.09
Less: Interest	\$ 14.21	\$ 6.32	\$ 7.89	\$ 11.05	\$ 14.21
	\$ 6.81	\$ 2.27	\$ 2.84	\$ 3.97	\$ 5.11
Add: Finance Costs – Principal	\$ 900,000	\$ 400,000	\$ 500,000	\$ 700,000	\$ 900,000
Term (yrs.)	5.0	5.0	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%	6.3%	6.3%
Monthly Repayment	\$ 17,504	\$ 7,780	\$ 9,725	\$ 13,614	\$ 17,504
Annual Repayment	\$ 210,052	\$ 93,356	\$ 116,696	\$ 163,374	\$ 210,052
Hourly Repayment	\$ 99.32	\$ 44.14	\$ 55.18	\$ 77.25	\$ 99.32
Total Hourly Fixed Costs – Cash Flow	\$ 106.12	\$ 46.41	\$ 58.01	\$ 81.22	\$ 104.42
Add: Variable Costs	\$ 76.57	\$ 53.04	\$ 56.55	\$ 62.06	\$ 79.07
Direct Hourly Cash Flow Cost	\$ 182.69	\$ 99.45	\$ 114.56	\$ 143.28	\$ 183.49
Add:					
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hrly Cost	\$ 270.82	\$ 187.57	\$ 202.69	\$ 231.40	\$ 271.62

	Forwarder Small	Forwarder – Medium	Cable – Tower	Cable – Swing	Harvester/ Rubber Tyred Medium
	15–18t	20t+	>300 kW	>300 kW	170–200 kw
Current New Price	\$ 510,000	\$ 580,000	\$ 1,500,000	\$ 2,000,000	\$ 770,000
Hours Per Day	9.00	9.00	9.00	9.00	9.00
Hours Per Year	2,115	2,115	2,115	2,155	2,155
Years to be Owned	5.0	5.0	5.0	5.0	5.0
Gives Hours to be Owned	10,575	10,575	10,575	10,575	10,575
Current Used Price	\$ 102,000	\$ 116,000	\$ 375,000	\$ 500,000	\$ 154,000
Average Capital Invested	\$ 408,000	\$ 464,000	\$ 1,125,000	\$ 1,500,000	\$ 616,000
New Tyre Price (Set)	\$ 40,000	\$ 52,000	\$ –	\$ –	\$ 30,000
Tyre Life (hrs)	9,000	9,000	–	–	8,000
New Tracks Price (Set)	\$ –	\$ –	\$ 60,000	\$ 60,000	\$ –
Tracks Life (hrs)	–	–	10,000	10,000	–
Wire Rope	\$ –	\$ –	\$ 40,000	\$ 45,000	\$ –
Wire Rope Life	–	–	1,500	1,500	–
Proportion of ACI as Loan	100%	100%	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	0%	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
BP Terminal Gate Price – August 2018	\$ 1.4274	\$ 1.4274	\$ 1.4274	\$ 1.4274	\$ 1.4274
GST	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13
Fuel Tax Credit	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.89	\$ 0.89	\$ 0.89	\$ 0.89	\$ 0.89
Litres Per Hour	17	19	25	25	18
Repairs and Maintenance (pa)	\$ 52,875	\$ 63,450	\$ 63,450	\$ 74,025	\$ 84,600
Fixed Costs/Hr					
Depreciation	\$ 38.58	\$ 43.88	\$ 106.38	\$ 141.84	\$ 58.25
Interest	\$ 8.05	\$ 9.16	\$ 23.68	\$ 31.58	\$ 12.16
Insurance	\$ 2.89	\$ 3.29	\$ 7.98	\$ 14.18	\$ 4.37
	\$ 49.53	\$ 56.32	\$ 138.04	\$ 187.60	\$ 74.78

	Forwarder Small	Forwarder – Medium	Cable – Tower	Cable – Swing	Harvester/ Rubber Tyred Medium
	15–18t	20t+	>300 kW	>300 kW	170–200 kw
Running Costs/Hr					
Fuel	\$ 15.11	\$ 16.88	\$ 22.22	\$ 22.22	\$ 16.00
Oil/Grease	\$ 0.23	\$ 25	\$ 0.33	\$ 0.33	\$ 0.24
Repairs and Maintenance	\$ 25.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 40.00
Tracks	\$ –	\$	\$ 6.00	\$ 6.00	\$ –
Wire Rope	\$ –	\$ –	\$ 26.67	\$ 30.00	\$ –
Tyres	\$ 4.44	\$ 5.78	\$ –	\$ –	\$ 3.75
	\$ 44.78	\$ 52.92	\$ 85.22	\$ 93.55	\$ 59.99
Direct Machine Costs/Hr	\$ 94.30	\$ 109.24	\$ 223.26	\$ 281.15	\$ 134.76
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 5.76	\$ 15.76	\$ 15.76	\$ 15.67	\$ 15.76
Estimated Total Hrly Cost	\$ 182.43	\$ 197.37	\$ 311.38	\$ 369.28	\$ 222.89
Estimated Cash Flow					
Hourly Fixed Costs	\$ 49.53	\$ 56.32	\$ 138.04	\$ 187.60	\$ 74.78
Less: Depreciation	\$ 38.58	\$ 43.88	\$ 106.38	\$ 141.84	\$ 58.25
Less: Interest	\$ 8.05	\$ 9.16	\$ 23.68	\$ 31.58	\$ 12.16
	\$ 2.89	\$ 3.29	\$ 7.98	\$ 14.18	\$ 4.37
Add:					
Finance Costs – Principal	\$ 510,000	\$ 580,000	\$ 1,500,000	\$ 2,000,000	\$ 770,000
Term (yrs.)	5.0	5.0	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%	6.3%	6.3%
Monthly Repayment	\$ 9,919	\$ 11,281	\$ 29,174	\$ 38,899	\$ 14,976
Annual Repayment	\$ 119,029	\$ 135,367	\$ 350,087	\$ 466,782	\$ 179,711
Hourly Repayment	\$ 56.28	\$ 64.00	\$ 165.53	\$ 220.70	\$ 84.97
Total Hourly Fixed Costs – Cash Flow	\$ 59.17	\$ 67.29	\$ 173.05	\$ 234.89	\$ 89.34
Add: Variable Costs	\$ 44.78	\$ 52.92	\$ 85.22	\$ 93.55	\$ 59.99
Direct Hourly Cash Flow Cost	\$ 103.95	\$ 120.21	\$ 258.72	\$ 328.43	\$ 149.32
Add:					
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.56
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hrly Cost	\$ 192.08	\$ 208.33	\$ 346.85	\$ 416.56	\$ 237.45

	Harvester/ Rubber Tyred – Medium 200–225 kw	Harvester/ Tracked Base – Small 20 inch	Harvester/ Tracked Base – Medium 22 inch	Harvester/ Tracked Base – Medium 24 inch	Harvester/ Tracked Base – Large 26 inch
Current New Price	\$ 815,000	\$ 780,000	\$ 850,000	\$ 985,000	\$ 1,050,000
Hours Per Day	9.00	9.00	9.00	9.00	9.00
Hours Per Year	2,115	2,115	2,115	2,115	2,115
Years to be Owned	5.0	5.0	5.0	5.0	5.0
Gives Hours to be Owned	10,575	10,575	10,575	10,575	10,575
Current Used Price	\$ 163,000	\$ 156,000	\$ 170,000	\$ 197,000	\$ 210,000
Average Capital Invested	\$ 652,000	\$ 624,000	\$ 680,000	\$ 788,000	\$ 840,000
New Tyre Price (Set)	\$ 30,000	–	–	–	–
Tyre Life (hrs)	8,000	–	–	–	–
New Tracks Price (Set)	\$ –	\$ 35,000	\$ 40,000	\$ 50,000	\$ 60,000
Tracks Life (hrs)	–	7,000	7,000	7,000	7,000
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Wire Rope Life	–	–	–	–	–
Proportion of ACI as Loan	100%	100%	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	–	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
BP Terminal Gate Price – August 2018	\$ 1.4274	\$ 1.4274	\$ 1.4274	\$ 1.4274	\$ 1.4274
GST	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13	\$ 0.13
Fuel Tax Credit	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.89	\$ 0.89	\$ 0.89	\$ 0.89	\$ 0.89
Litres Per Hour	20	28	30	32	35
Repairs and Maintenance (pa)	\$ 95,175	\$ 74,025	\$ 84,600	\$ 95,175	\$ 108,750
Fixed Costs/Hr					
Depreciation	\$ 61.65	\$ 59.01	\$ 64.30	\$ 74.52	\$ 79.43
Interest	\$ 12.87	\$ 12.31	\$ 13.42	\$ 15.55	\$ 16.58
Insurance	\$ 4.62	\$ 4.43	\$ 4.82	\$ 5.59	\$ 5.96
	\$ 79.15	\$ 75.75	\$ 82.54	\$ 95.65	\$ 101.97

	Harvester/ Rubber Tyred – Medium 200–225 kw	Harvester/ Tracked Base – Small 20 inch	Harvester/ Tracked Base – Medium 22 inch	Harvester/ Tracked Base – Medium 24 inch	Harvester/ Tracked Base – Large 26 inch
Running Costs/Hr					
Fuel	\$ 17.77	\$ 24.88	\$ 26.66	\$ 28.44	\$ 31.10
Oil/Grease	\$ 0.27	\$ 0.37	\$ 0.40	\$ 0.43	\$ 0.47
Repairs and Maintenance	\$ 45.00	\$ 35.00	\$ 40.00	\$ 45.00	\$ 50.00
Tracks	\$ –	\$ 5.00	\$ 5.71	\$ 7.14	\$ 8.57
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Tyres	\$ 3.75	\$ –	\$ –	\$ –	\$ –
	\$ 66.79	\$ 65.26	\$ 72.77	\$ 81.01	\$ 90.14
Direct Machine Costs/Hr	\$ 145.94	\$ 141.00	\$ 155.32	\$ 176.66	\$ 192.11
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Hrly Cost	\$ 234.06	\$ 229.13	\$ 243.44	\$ 264.79	\$ 280.23
Estimated Cash Flow					
Hourly Fixed Costs	\$ 79.15	\$ 75.75	\$ 82.54	\$ 95.65	\$ 101.97
Less: Depreciation	\$ 61.65	\$ 59.01	\$ 64.30	\$ 74.52	\$ 79.43
Less: Interest	\$ 12.87	\$ 12.31	\$ 13.42	\$ 15.55	\$ 16.58
	\$ 4.62	\$ 4.43	\$ 4.82	\$ 5.59	\$ 5.96
Add:					
Finance Costs – Principal	\$ 815,000	\$ 780,000	\$ 850,000	\$ 985,000	\$ 1,050,000
Term (yrs.)	5.0	5.0	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%	6.3%	6.3%
Monthly Repayment	\$ 15,851	\$ 15,170	\$ 16,532	\$ 19,158	\$ 20,422
Annual Repayment	\$ 190,214	\$ 182,045	\$ 198,382	\$ 229,890	\$ 245,061
Hourly Repayment	\$ 89.94	\$ 86.07	\$ 93.80	\$ 108.70	\$ 115.87
Total Hourly Fixed Costs – Cash Flow	\$ 94.56	\$ 90.50	\$ 98.62	\$ 114.28	\$ 121.83
Add: Variable Costs	\$ 66.79	\$ 65.26	\$ 72.77	\$ 81.01	\$ 90.14
Direct Hourly Cash Flow Cost	\$ 161.35	\$ 155.75	\$ 171.39	\$ 195.29	\$ 211.97
Add:					
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hrly Cost	\$ 249.47	\$ 243.88	\$ 259.52	\$ 283.41	\$ 300.09

	Loader 19–22t	Loader 28–34t
Current New Price	\$ 300,000	\$ 350,000
Hours Per Day	9.00	9.00
Hours Per Year	2,115	2,115
Years to be Owned	5.0	5.0
Gives Hours to be Owned	10,575	10,575
Current Used Price	\$ 60,000	\$ 70,000
Average Capital Invested	\$ 240,000	\$ 280,000
New Tyre Price (Set)	\$ -	\$ -
Tyre Life (hrs)	\$ -	\$ -
New Tracks Price (Set)	\$ 35,000	\$ 40,000
Tracks Life (hrs)	10,000	10,000
Wire Rope	\$ -	\$ -
Wire Rope Life	-	-
Proportion of ACI as Loan	100%	100%
Proportion of ACI as Owners Equity	0%	0%
Loan Interest Rate	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%
BP Terminal Gate Price – August 2018	\$ 1.4274	\$ 1.4274
GST	\$ 0.13	\$ 0.13
Fuel Tax Credit	\$ 0.41	\$ 0.41
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.89	\$ 0.89
Litres Per Hour	21	23
Repairs and Maintenance (pa)	\$ 52,875	\$ 63,450
Fixed Costs/Hr		
Depreciation	\$ 22.70	\$ 26.48
Interest	\$ 4.74	\$ 5.53
Insurance	\$ 1.70	\$ 1.99
	\$ 29.13	\$ 33.99
Running Costs/Hr		
Fuel	\$ 18.66	\$ 20.44
Oil/Grease	\$ 0.28	\$ 0.31
Repairs and Maintenance	\$ 25.00	\$ 30.00
Tracks	\$ 3.50	\$ 4.00
Wire Rope	\$ -	\$ -
Tyres	\$ -	\$ -
	\$ 47.44	\$ 54.75

	Loader 19–22t	Loader 28–34t
Direct Machine Costs/Hr	\$ 76.57	\$ 88.73
Labour Per Machine Hour	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76
Estimated Total Hrly Cost	\$ 164.70	\$ 176.86
Estimated Cash Flow		
Hourly Fixed Costs	\$ 29.13	\$ 33.99
Less: Depreciation	\$ 22.70	\$ 26.48
Less: Interest	\$ 4.74	\$ 5.53
	<u>\$ 1.70</u>	<u>\$ 1.99</u>
Add:		
Finance Costs – Principal	\$ 300,000	\$ 350,000
Term (yrs.)	5.0	5.0
Interest Rate	6.3%	6.3%
Monthly Repayment	\$ 5,835	\$ 6,807
Annual Repayment	\$ 70,017	\$ 81,687
Hourly Repayment	<u>\$ 33.11</u>	<u>\$ 38.62</u>
Total Hourly Fixed Costs – Cash Flow	\$ 34.81	\$ 40.61
Add: Variable Costs	\$ 47.44	\$ 54.75
Direct Hourly Cash Flow Cost	\$ 82.25	\$ 95.35
Add:		
Labour Per Machine Hour	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hrly Cost	\$ 170.37	\$ 183.48

Second-line machines

	Dozer – Support	Tail Hold Machine	Loader
Current Used Price	\$ 225,000	\$ 150,000	\$ 150,000
Hours Per Day	5.00	5.00	5.00
Hours Per Year	1,175	1,175	1,175
Years to be Owned	5.0	5.0	5.0
Gives Hours to be Owned	5,875	5,875	5,875
Current Used Price	\$ 67,500	\$ 45,000	\$ 45,000
Average Capital Invested	\$ 157,500	\$ 105,000	\$ 105,000
New Tyre Price (Set)	–	–	–
Tyre Life (hrs)	–	–	–
New Tracks Price (Set)	\$ 25,000	\$ 25,000	\$ 25,000
Tracks Life	7,000	7,000	7,000
Wire Rope	\$ –	\$ –	\$ –
Wire Rope Life	–	–	–
Proportion of ACI as Loan	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%
BP Terminal Gate Price – August 2018	\$ 1.4274	\$ 1.4274	\$ 1.4274
GST	\$ 0.13	\$ 0.13	\$ 0.13
Fuel Tax Credit	\$ 0.41	\$ 0.41	\$ 0.41
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.89	\$ 0.89	\$ 0.89
Litres Per Hour	\$ 25	\$ 25	\$ 25
Repairs and Maintenance (pa)	\$ 47,000	\$ 47,000	\$ 47,000
Fixed Costs/Hr			
Depreciation	\$ 26.81	\$ 17.87	\$ 17.87
Interest	\$ 6.39	\$ 4.26	\$ 4.26
Insurance	\$ 2.01	\$ 1.34	\$ 1.34
	\$ 35.21	\$ 23.48	\$ 23.48
Running Costs/Hr			
Fuel	\$ 22.22	\$ 22.22	\$ 22.22
Oil/Grease	\$ 0.33	\$ 0.33	\$ 0.33
Repairs and Maintenance	\$ 40.00	\$ 40.00	\$ 40.00
Tracks	\$ 3.57	\$ 3.57	\$ 3.57
Wire Rope	\$ –	\$ –	\$ –
Tyres	\$ –	\$ –	\$ –
	\$ 66.12	\$ 66.12	\$ 66.12

	Dozer – Support	Tail Hold Machine	Loader
Direct Machine Costs/Hr	\$ 101.33	\$ 89.60	\$ 89.60
Labour Per Machine Hour	\$ 63.73	\$ 63.73	\$ 63.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Hrly Cost	\$ 189.46	\$ 177.72	\$ 177.72
Estimated Cash Flow Cost/Hr			
Hourly Fixed Costs	\$ 35.21	\$ 23.48	\$ 23.48
Less: Depreciation	\$ 26.81	\$ 17.87	\$ 17.87
Less: Interest	\$ 6.39	\$ 4.26	\$ 4.26
	\$ 2.01	\$ 1.34	\$ 1.34
Add: Finance Costs – Principal	\$ 225,000	\$ 150,000	\$ 150,000
Term (yrs.)	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%
Monthly Repayment	\$ 4,376	\$ 2,917	\$ 2,917
Annual Repayment	\$ 52,513	\$ 35,009	\$ 35,009
Hourly Repayment	\$ 44.69	\$ 29.79	\$ 29.79
Total Hourly Fixed Costs – Cash Flow	\$ 46.70	\$ 31.14	\$ 31.14
Add: Variable Costs	\$ 66.12	\$ 66.12	\$ 66.12
Direct Hourly Cash Flow Cost	\$ 112.82	\$ 97.26	\$ 97.26
Add:			
Labour Per Machine Hour	\$ 66.73	\$ 66.73	\$ 66.73
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hrly Cost	\$ 200.95	\$ 185.38	\$ 185.38

E. LABOUR COSTS

Labour costs are based on an average wage payment of \$60 per/hour for a machinery operator. As detailed in **Part B** of this Schedule, an experienced operator of a front-line piece of equipment such as a feller-buncher, harvester or processor has a significant impact on productivity and profitability. Increased productivity as well as decreased damage to forest products result in experienced machinery operators achieving a premium for their services.

The average is an average of skill and experience levels ranging from entry level up to a manager or logging team leader (LTL) engaged in machinery operation as well as planning and management.

F. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

This Schedule incorporates a salary of \$114,319 for an owner-manager's work in managing the business and acting as a logging team leader and machinery operator. However, the owner may take payment for their labour in the form of a wage, profits, trust distributions, dividends or a combination of these, depending on their accountant's advice.

The work of the owner-manager is assumed to include the following tasks:

- machinery operation
 - supervising and training harvesting crews
 - coupe harvest planning, including roading, landing location and coupe boundary trails
 - coupe rehabilitation, afforestation and environmental impact planning
 - liaising with forest grower/manager
 - planning and implementing safety management systems, including hazard identification, fatigue management, safe work systems, tool box meetings, coupe visitor compliance, coupe safety audits and documentation of all of the above
 - fire management and fire-fighting compliance
 - responding to protest action.
-

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION
OF MATERIALS WHICH ARE HOSTS OF BLUEBERRY RUST**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease blueberry rust exists within Australia but outside Victoria, make the following Order:

1. Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of blueberry rust.

2. Authorising Provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3. Commencement

This Order comes into force on the day of making.

4. Revocation

The Order entitled Order prohibiting or restricting the entry or importation of materials which are of hosts of blueberry rust made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G50 on 13 December 2018 at pages 2771–2773 is revoked.

5. Definitions

In this Order –

‘**blueberry rust**’ means the exotic disease caused by the fungus *Thekopsora minima*.

‘**Farm Biosecurity Plan**’ means a document, approved by an officer responsible for agriculture in the State or Territory where the host material was grown or sourced, which describes measures taken to prevent the introduction and spread of blueberry rust.

‘**host material**’ means any host plant and any agricultural equipment or used package associated with the cultivation, harvesting, handling, transport or processing of host plants.

‘**host plant**’ means any plant or plant product of *Vaccinium* spp. (including blueberry, cranberry and huckleberry), *Gaylussacia* (black huckleberry), *Tsuga* (hemlock), *Rhododendron* spp. (including azalea), *Lyonia*, *Menziesia*, *Pernettya*, *Hugeria*, *Pieris*, *Leucothoe*, *Oxycoccus*.

6. Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host materials.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) originates from an area for which there is currently in force an area freedom certificate, being a certificate issued by an officer responsible for agriculture in the State or Territory from which the host material originated, certifying that the area from which the host material originated is known to be free of blueberry rust; or
 - (ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the host material has been treated in a manner prescribed in the Schedule to this Order; or
 - (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7. Verification of consignments

Where requested by an inspector, host material imported into Victoria which is required by Clause 6(b)(ii) to be accompanied by a certificate or declaration, must be:

- (a) presented to an inspector for inspection; or
- (b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

8. Expiry

This Order remains in force for a period of 12 months after the date of making.

Schedule

Host material must –

- (1) in the case of fruit of *Vaccinium* spp, be –
 - (a) sourced from a crop which has been sprayed within 14 days prior to harvest with a pre-harvest application of a fungicide –
 - (i) registered for the treatment of blueberry rust as per label recommendations; or
 - (ii) in accordance with an approved Australian Pesticides and Veterinary Medicines Authority (APVMA) permit; and
 - (iii) undergo an inspection at the rate of 600 berries per variety per consignment and found to be free of the symptoms of blueberry rust and a minimum of 2% of packages inspected and found free of soil and organic matter; or
 - (b) sourced from a property accredited as a Pest Free Place of Production which includes –
 - (i) operating under a Farm Biosecurity Plan; and
 - (ii) a property inspection at least every 14 days, commencing at least 14 days prior to harvest; and
 - (iii) inspection at a minimum of 2% of packages, with a minimum of 600 pieces, and found free of the symptoms of blueberry rust; or
- (2) in the case of host plants (excluding plants of *Vaccinium* spp.), be inspected within 14 days prior to dispatch to Victoria, and no blueberry rust detected; or
- (3) in the case of blueberry fruit grown and packed in New Zealand, be accompanied by a copy of the original phytosanitary certificate certifying compliance with requirements prescribed in Clause (1)(a)(i); or
- (4) in the case of agricultural equipment and used packages, be cleaned free of soil and organic matter; and
 - (a) steam cleaned; or
 - (b) disinfected with a solution containing not less than 100 ppm available chlorine used as a spray rinse or drench treatment.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms used in this Order that are defined in the Act have that meaning.

Dated 1 August 2019

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION
INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF
TOMATO YELLOW LEAF CURL VIRUS**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease tomato yellow leaf curl virus (TYLCV) exists within Australia but outside Victoria, make the following Order.

1. Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of TYLCV.

2. Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3. Commencement

This Order comes into force on the day of making.

4. Revocation

The Order entitled *Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of Tomato yellow leaf curl virus* made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G32 on 9 August 2018 at pages 1767–1769 is **revoked**.

5. Definitions

In this Order –

‘**host material**’ means any plant or plant product, excluding fruit and seeds, of tomatoes (*Lycopersicon esculentum*), beans (*Phaseolus vulgaris*), lisianthus (*Eustoma grandiflorum*), lobed croton (*Croton lobatus*) and all species of *Capsicum*, *Euphorbia* and *Physalis*.

6. Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) originates from an area for which there is currently in force an area freedom certificate, being a certificate issued by an officer responsible for agriculture in the State or Territory from which the host material originated, certifying that the area from which the host material originated is known to be free of TYLCV; or
 - (ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been tested or treated in a manner prescribed in the Schedule to this Order; or
 - (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7. Verification of Consignments

Where requested by an inspector, host material imported into Victoria which is required by clause 6(b)(ii) to be accompanied by a certificate or declaration must be –

- (a) presented to an Inspector for inspection; or
- (b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

8. Expiry

This Order remains in force for a period of 12 months after the day of making.

SCHEDULE

Host material –

- (1) in the case of plants or plant products must be –
 - (a) grown and packed on property located more than 20 km from a detection of TYLCV; or
 - (b) grown under a pest management program which prevents the introduction of silverleaf whitefly (SLW) and TYLCV.
- (2) A pest management program must include –
 - (a) propagation –
 - (i) in an insect proof production area (e.g. screenhouse or glasshouse) which is known to be free of SLW by monitoring for the presence of SLW; or
 - (ii) using a treatment and weed control program involving the use of chemicals registered for the control of SLW, and the removal of weeds from –
 - inside production areas; and
 - areas surrounding production areas; and
 - monitoring for the presence of SLW and no SLW detected; and
 - (b) in the case of material propagated vegetatively (e.g. cuttings) –
 - (i) plants from which the material was sourced (mother stock) must be –
 - tested at least every 6 months and found to be free of TYLCV; and
 - grown under conditions described in sub-clause (a); and
 - (ii) the cuttings must be grown under conditions described in sub-clause (a) and
 - (c) inspection of all plants in the consignment, at the rate of 600 plants per consignment, and found to be free of SLW and symptoms of TYLCV; and
 - (d) packing so as to prevent infestation with SLW.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 30 July 2019

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION
INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF
POTATO SPINDLE TUBER VIROID**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease potato spindle tuber viroid (PSTVd) exists within Australia but outside Victoria, make the following Order.

1. Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of PSTVd.

2. Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3. Commencement

This Order comes into force on the day of making.

4. Revocation

The Order entitled Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of potato spindle tuber viroid made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G32 on 9 August 2018 at pages 1766–1767 is revoked.

5. Definitions

In this Order –

‘**host material**’ means a seed potato or any other potato intended for planting or propagation, including plants in tissue culture.

6. Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host materials.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Subclause (a) does not apply if the host material –
 - (i) originates from an area for which there is currently in force an area freedom certificate, being a certificate issued by an officer responsible for agriculture in the State or Territory from which the host material originated, certifying that the area from which the host material originated is known to be free of PSTVd; or
 - (ii) is produced and certified by a business accredited under the seed potato certification scheme operated by the Australian Seed Potato Industry Certification Authority (AuSPICA); or
 - (iii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the plant has been tested or treated in a manner prescribed in the Schedule to this Order; or
 - (iv) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7. Verification of Consignments

- (1) Where requested by an inspector, host material entering or being imported into Victoria which is required by clause 6(b)(iii) to be accompanied by a certificate or declaration, must be –
 - (a) presented to an inspector for inspection; or

- (b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

8. Expiry

This Order remains in force for a period of 12 months after the day of making.

SCHEDULE

Host materials must be sourced from a crop which has been sampled and tested, and found free of PSTVd; where –

- (a) sampling means 200 leaves are taken at random from the crop during the growing season; and
- (b) testing means analysis in a diagnostic laboratory.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 30 July 2019

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF ELECTRIC ANT**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic pest electric ant exists within Australia but outside Victoria, make the following Order.

1. Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of electric ant.

2. Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3. Commencement

This Order comes into force on the day of making.

4. Revocation

The Order entitled Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of electric ant made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G32 on 9 August 2018 at pages 1764–1766 is revoked.

5. Definitions

In this Order –

‘**electric ant**’ means the exotic pest *Wasmannia auropunctata* Rogers.

‘**host material**’ means any material capable of harbouring electric ants including plants, plant products, agricultural equipment and used packages.

6. Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

(a) The entry or importation into Victoria of any host material is prohibited.

(b) Sub-clause (a) does not apply if the electric ant host material –

(i) originates from an area for which there is currently in force an area freedom certificate, being a certificate issued by an officer responsible for agriculture in the State or Territory from which the host material originated, certifying that the area from which the host material originated is known to be free of electric ant; or

(ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been tested or treated in a manner prescribed in the Schedule to this Order; or

(iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7. Verification of Consignments

Where requested by an inspector, host material imported into Victoria which is required by clause 6(b)(ii) to be accompanied by a certificate or declaration, must be –

(a) presented to an Inspector for inspection; or

(b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

8. Expiry

This Order remains in force for a period of 12 months after the day of making.

SCHEDULE

Host material –

- (1) in the case of plants or plant products must be –
 - (a) grown or sourced from a property which –
 - (i) has been inspected within the last 28 days by an inspector and found free of electric ants; and
 - (ii) has not received plants or plant products from a property known to be, or suspected to be, infested with electric ants, unless treated in accordance with clause (2) of this schedule; or
- (2) in the case of plants or plant products must be –
 - (a) treated by –
 - (i) incorporation of 2 g/kg granular bifenthrin at a rate of at least 10 ppm/m³ of potting media; or
 - (ii) drenching with a solution containing 30–40 ml of 500 g/L chlorpyrifos per 100 L of water; or
 - (iii) incorporation of 100 g/kg granular chlorpyrifos at the rate of 1 kg/m³ of potting media; or
 - (b) for householders only, drenched in a solution containing 16 ml of 12.5 g/L cyfluthrin per 10 L of water; or
 - (c) for containerised plants and flower or vegetable propagules only, be grown –
 - (i) in a fully enclosed growth house; and
 - (ii) in a sterile medium; and
 - (iii) not directly in contact with soil; or
 - (d) for hay and straw only, be treated by fumigation with methyl bromide at a rate of -
 - (i) 24–32 g/m³ at greater than 15°C for 24 hours, or
 - (ii) 32–40 g/m³ at 10–15°C for 24 hours; or
 - (e) for turf only, be –
 - (i) treated by cover spraying, at least 48 hours before lifting, with a solution of containing 500 g/L of chlorpyrifos at the rate of 2 L/ha; and
 - (ii) despatched within 28 days of treatment; and
- (3) in the case of agricultural equipment must be –
 - (a) cleaned free of soil and organic matter by –
 - (i) brushing; or
 - (ii) high pressure water; or
 - (iii) steam; and
 - (b) inspected and found free of electric ants; and
- (4) in the case of used packages must be –
 - (a) cleaned free of soil and organic matter by –
 - (i) brushing; or
 - (ii) high pressure water; or
 - (iii) steam; and
 - (b) disinfected by dipping or spray rinsing for at least 1 minute with –
 - (i) a solution of phenolic disinfectant followed by rinsing with water; or

- (ii) a solution of at least 50 ppm available chlorine where the pH is maintained between 6.5 to 7.0; or
- (iii) another approved disinfectant; and
- (c) inspected and found free of electric ants; and
- (5) in the case of earth material, including landscaping materials, must be –
 - (a) inspected within the last 28 days by an inspector and found free of electric ants; and
 - (b) treated by heating to a minimum of 65.5°C using steam or dry heat.

Notes:

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

Terms in this Order that are defined in the Act have that meaning.

Dated 30 July 2019

ROSA CRNOV
Chief Plant Health Officer

Water Act 1989

GOULBURN–MURRAY WATER CONNECTIONS PROJECT

Notice of Adoption of a Reconfiguration Plan

MV13 RP02

MV46 RP07

On 23 July 2019, the Connections Reconfiguration Committee, being a committee established by Goulburn–Murray Water under the **Water Act 1989**, determined to adopt Reconfiguration Plan MV13 RP02 and Reconfiguration Plan MV46 RP07.

A copy of each Reconfiguration Plan map can be inspected, free of charge, at the Goulburn–Murray Water website at 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

Water Act 1989

GOULBURN–MURRAY WATER CONNECTIONS PROJECT

Notice of Adoption of a Reconfiguration Plan

TO32 RP04

On 30 July 2019, the Connections Reconfiguration Committee, being a committee established by Goulburn–Murray Water under the **Water Act 1989**, determined to adopt Reconfiguration Plan TO32 RP04.

A copy of the Reconfiguration Plan map can be inspected, free of charge, at the Goulburn–Murray Water website at 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

ORDERS IN COUNCIL

Crown Land (Reserves) Act 1978

DEED OF APPOINTMENT OF REPLACEMENT TRUSTEES

Carisbrook Racecourse and Recreation Reserve

The Governor in Council under section 12 of the **Crown Land (Reserves) Act 1978** and in accordance with the powers of appointment contained in Crown Grant Volume 2360 Folio 921 appoints:—

Adrian Kenneth O'CONNELL and Leslie Alan CHAPMAN in the place of Samuel WRIGHT and John O'CONNOR (both deceased) as trustees of the Crown land permanently reserved as a site for a Race-course and other purposes of Public Recreation by Order in Council of 1 September, 1890 (and published in the Government Gazette on 5 September, 1890 – page 3642) being Crown Allotment 6, Section Y, Township of Carisbrook, Parish of Carisbrook (formerly Borough and municipal district of Carisbrook) contained in Crown Grant Volume 2360 Folio 921 and known as the Carisbrook Racecourse Reserve.

File Ref: 0615643

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

Dated 6 August 2019

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

PIETA TAVROU
Clerk of the Executive Council

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