



Victoria Government Gazette

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GENERAL

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As from 1 October 2020

The last Special Gazette was No. 498 dated 30 September 2020.

The last Periodical Gazette was No. 1 dated 3 June 2020.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 8523 4601
between 8.30 am and 5.30 pm Monday to Friday
-

PRIVATE ADVERTISEMENTS

DIOCESE OF WANGARATTA

Diocesan Synod

Notice is hereby given that the Bishop of the Diocese of Wangaratta has convened the Diocesan Synod for Saturday 28 November 2020 at 11.30 am at Holy Trinity Cathedral, corner Ovens and Docker Street, Wangaratta.

MR T. D. L. WILLIAMS,
Registrar

Land Act 1958

Notice is hereby given that APA Transmission Pty Ltd has applied to lease, pursuant to section 134 of the **Land Act 1958** for a term of 21 years. Crown Land being Allotment 6, Section 25, Parish of Holden, containing approximately 1325 square metres as a site for 'Gas regulating and metering station and ancillary purposes'.

Contact: Mennan Yelkenci.
Phone: +61 436 815 589.
Email: Mennan.yelkenci@apa.com.au
Website: www.apa.com.au

Land Act 1958

Notice is hereby given that Telstra Corporation Ltd has applied to lease, pursuant to section 134 of the **Land Act 1958** for a term of twenty one (21) years, the following Crown land:

- Crown Allotment 9J1 Section C
Parish/Township of WAARRE
- Crown Allotment 40A Section B
Parish/Township of KOYUGA
- Crown Allotment 4 Section A
Parish/Township of TOLTOL
- Crown Allotment 22G Section B
Parish/Township of BLACKWOOD
- Crown Allotment 13B Section 1
Parish/Township of CALLAWADDA
- Crown Allotment 9B Section 3
Parish/Township of MERINO
- Crown Allotment 33G
Parish/Township of KANAWINKA
- Crown Allotment 53G
Parish/Township of CALIVIL

- Crown Allotment 113F
Parish/Township of COROP
- Crown Allotment 21 Section 1
Parish/Township of BOIGBEAT
- Crown Allotment 2B Section P
Parish/Township of BRIGHT
- Crown Allotment 2A
Parish/Township of LAURAVILLE
- Crown Allotment 2B
Parish/Township of LICOLA
- Crown Allotment 1E Section D
Parish/Township of MARAMINGO

for the purpose of the 'provision, maintenance and operation of television and radio transmission, radio communications and other communication services'.

DISSOLUTION OF PARTNERSHIP

This notice relates to the partnership previously subsisting between Stuart Murray Ellis and Kerrie Lee Ellis carrying on business as farmers at Brewster, Victoria, under the name, style or firm of SM Ellis & KL Ellis (Firm).

Notice is given pursuant to section 41 of the **Partnership Act 1958** that the Firm has been dissolved by mutual consent as from 30 June 2019.

STUART MURRAY ELLIS

DISSOLUTION OF PARTNERSHIP

This notice is to inform of the dissolution of the partnership of South East Orthodontics Pty Ltd involving the partners, Homle Pty Ltd as trustee for the Homewood Family Trust, TR Sudjalim as trustee for the TR Sudjalim Family Trust, Christopher Ian Homewood and Theresia Rini Sudjalim.

BARBARA JESSIE LIPZKER, late of Ferndale Gardens, Room 64, 229 Bayswater Road, Bayswater North, Victoria 3153, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 20 March 2020, are required by the trustees, Mark Edmund Lipzker,

Joanne Elizabeth O’Rielly and Clare Louise Blee, to send particulars of their claims to the undermentioned firm by 6 December 2020, after which date the said trustees may convey or distribute the estate, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 22 September 2020.

ARGENT LAW,
2 Stawell Street, Richmond, Victoria 3121.
Ph: (03) 9571 7444. Contact: Helen Adoranti.

Re: The estate of JOHN GEORGE COUNSELL, late of Hester Canterbury, Unit G03, 9 Chatham Road, Canterbury, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 February 2020, are required by the executor, Debra Joy Counsell, to send particulars to her, 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.

JANINA ANNA BARANOWSKI, late 19 Beuron Road, Altona North, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 October 2018, are required by the administrators to send particulars of such claims to them, at the undermentioned address, within 60 days from the date of publication of this notice, after which date the administrators may convey or distribute the assets, having regard only to the claims of which they then have notice.

CONTESTED WILLS & PROBATE LAWYERS,
Regus Rialto, Level 27, South Tower,
525 Collins Street, Melbourne, Victoria 3000.

JUNE EDITH CHILLER, late of Unit 1, 110 King Street, Doncaster East, Victoria 3109, catering worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 28 March 2020, are required by the executors, Noel William Chiller, Stephen John Chiller and Grant Reginald Chiller, care of Suite 2, 261–265 Blackburn

Road, Doncaster East, Victoria 3109, to send particulars of their claims to them within two months (60 days) of the date of publication of this notice, after which date the executors will distribute the estate, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 11 June 2020.

COSTANZO LAWYERS,
Suite 2, 261–265 Blackburn Road,
Doncaster East, Victoria 3109.
Ph: (03) 9894 5888.

CARMINE LORENZO DI
PIERDOMENICO, late of Epping Heritage
Gardens Aged Care, 25 Willandra Drive, Epping,
Victoria 3076, driver, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 June 2020, are required by the executor, Anthony Di Pierdomenico, care of Suite 2, 261–265 Blackburn Road, Doncaster East, Victoria 3109, to send particulars of their claims to him within two months (60 days) of the date of publication of this notice, after which date the executor will distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 6 August 2020.

COSTANZO LAWYERS,
Suite 2, 261–265 Blackburn Road,
Doncaster East, Victoria 3109.
Ph: (03) 9894 5888.

Re: MARGOT FRANCES GIBSON, late of 444–450 Waverley Road, Mount Waverley, Victoria 3149, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 February 2019, are required by the executor, Richard Starling Cornish, 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 he then has notice.

DAVIS & MARKS LAWYERS,
Suite 102, 3 Male Street, Brighton,
Victoria 3186.

Re: WALTER JAMES MONTGOMERY, late of 39 Roberts Avenue, Box Hill South, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 June 2020, are required by the executors, John Steven James Klein, John Turner Sambell and Judith Anne Montgomery, to send particulars of their claim to them, care of the undermentioned solicitors, by 9 December 2020, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

FORREST LEGAL SOLICITORS,
PO Box 1130, Croydon 3136.
admin@forrestlegal.com.au

Re: JOHN RAYMOND LUNDIE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 February 2019, are required by the personal representative, Robynne Louise Monaghan, to send particulars to the personal representative, care of its below lawyers, by 30 November 2020, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which it has notice.

HALL & WILCOX LAWYERS,
Level 11, Rialto South Tower, 525 Collins Street,
Melbourne 3000.

Re: Estate of WILLIAM JOHN WHITFIELD.

Creditors, next-of-kin and others having claims against the estate of WILLIAM JOHN WHITFIELD, late of 11 Murchison Road, Rushworth, Victoria, retired, deceased, who died on 14 June 2015, are requested to send particulars of their claims to the administrator, care of the undermentioned lawyers, by 2 December 2020, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

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

Trustee Act 1958

SECTION 33 NOTICE

Notice to Claimants

RONALD EDWARD ORCHARD, late of 8 Alpina Place, Kangaroo Flat, Victoria, plumber, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 April 2020, are required by Equity Trustees Wealth Services Limited, ACN 006 132 332, of Level 1, 575 Bourke Street, Melbourne, Victoria, the executor of the estate of the deceased, to send particulars of their claims by 1 December 2020, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

HUNT & HUNT,
Level 5, 114 William Street, Melbourne,
Victoria 3000.
Ref: 9632921.

NOTICE OF CLAIMANTS UNDER TRUSTEE ACT 1958

BETTE (also known as Betty) MARGARET DWYER, late of 2/37 Walnut Street, Whittlesea, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 July 2019, are required by the executor, Anthony David Lava, as principal of the firm I. Glenister & Associates, solicitors, of 3/75 Church Street, Whittlesea, Victoria, to send particulars of their claims to the executor, care of the undermentioned solicitors, by no later than two months from the date of publication, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

I. GLENISTER & ASSOCIATES, solicitors,
421 Bell Street, Pascoe Vale, Victoria 3044.

SOLOMON BUD, late of 37 Draper Street, Ormond, Victoria 3204, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the deceased, who died on 20 July 2020, are required by the executor, Irene Ernestine Bud, to send

particulars of such claims to the executor, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the executor will distribute the assets having regard only to the claims of which the executor has notice.

KCL LAW,
Level 4, 555 Lonsdale Street, Melbourne 3000.
nfedyszyn@kcllaw.com.au

BRIAN GARRETT, late of 4 McArthur Street, Camperdown, Victoria 3260, business person, deceased.

Creditors, next-of-kin and others having claims in respect of the Will of the abovenamed deceased, who died on 20 March 2020, are required by the executors, Todd Mitchell Garrett and Pamela Margaret Garrett, care of the undermentioned solicitor, to send particulars of their claims to them by 5 December 2020, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

FLORENCE MARGARET TROUNCE, late of 7 Corella Avenue, Melton, in the State of Victoria, sales assistant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died at St Albans, Victoria, on 27 December 2019, are required by Stanley Francis Trounce and Brian Leslie Trounce, the administrators and trustees of the estate of the said named deceased, to send particulars of their claims to them, care of McNab McNab & Starke, 21 Keilor Road, Essendon, Victoria 3040, by 24 November 2020, after which date they may convey or distribute the assets of the estate, having regard only to the claims of which they then have notice.

Dated 24 September 2020
McNAB McNAB & STARKE,
21 Keilor Road, Essendon, Victoria 3040.
Ph: 9379 2819, Fax: 9374 1041.
Ref: MCS:200166.

Re: VALMUR ELVIE ARNOTT, late of Regis Blackburn, 40 Central Road, Blackburn, Victoria, cleaner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 March 2020, are required by

the trustees, Stuart Fredrick Cook and Alistair George Cook, care of 40–42 Scott Street, Dandenong, Victoria 3175, to send particulars to the trustees by 1 December 2020, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

MACPHERSON KELLEY PTY LTD,
40–42 Scott Street, Dandenong 3175.

Re: LORRAINE ROSE LA'BROOY, late of 22 Tudor Court, Edithvale, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 January 2020, are required by the trustee, Mitchell Patrick Huston, to send particulars to the trustee, care of the undermentioned solicitors, by 30 November 2020, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MAHONS with Yuncken & Yuncken, solicitors,
101/177 Surrey Road, Blackburn 3130.
AJM:2200425.

Re: PETER NORMAN PRUNTY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the late PETER NORMAN PRUNTY, late of Regis Brighton, 161 Male Street, Brighton, Victoria, entrepreneur, deceased, who died on 17 February 2020, are required by the executor, Kim Ann Prunty, to send particulars to her, care of the undermentioned solicitors, by 1 December 2020, after which date the executor may convey or distribute the assets of the estate, having regard only to the claims of which she then has notice.

MATTHEW SHAW & ASSOCIATES
PO Box 214, Hampton, Victoria 3188.

Re: MARIA HERMINA HELBIG, late of 40 Anderson Road, Sunshine, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 April 2020, are required by the executor, Antonius Johannus Maria Baars, to send particulars of such claims to him, at the undermentioned address, by 2 December 2020, after which date the executor may convey or

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

Antonius Johannus Maria Baars, care of
MAURICE BLACKBURN LAWYERS,
Level 21, 380 Latrobe Street, Melbourne 3000.
Tel: (03) 9603 2700. Ref: AEJ/5533858.

Re: DONALD GORDON THAIN, late of
18 Besgrove Street, Rosebud, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 January 2020, are required by the executors, Graeme Leslie Thain and Lynette Joy Kelso, to send particulars of such claims to them, at the undermentioned address, by 2 December 2020, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

Graeme Leslie Thain and Lynette Joy Kelso,
care of MAURICE BLACKBURN LAWYERS,
Level 21, 380 La Trobe Street, Melbourne 3000.
Tel: (03) 9605 2700. Ref: AEJ/5527115.

Re: MARGARET PATRICIA THAIN, late of
14 Cairns Avenue, Rosebud, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 January 2020, are required by the executors, Graeme Leslie Thain and Lynette Joy Kelso, to send particulars of such claims to them, at the undermentioned address, by 2 December 2020, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

Graeme Leslie Thain and Lynette Joy Kelso,
care of MAURICE BLACKBURN LAWYERS,
Level 21, 380 La Trobe Street, Melbourne 3000.
Tel: (03) 9605 2700. Ref: AEJ/5527116.

GRANT REGINALD MOUNTJOY, late
of Flinders Lodge, 1 Investigator Drive, Lara,
Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 6 March 2020, are required by the trustee, Jennifer Grace Salcombe, to send particulars of their claims to the trustee, in the care of the undermentioned legal practitioner, within 60 days 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 she then has notice.

RALPH JAMES SMITH, solicitor,
6 The Centreway, Lara, Victoria 3212.

DAVID COLLIS BURKE, late of
7 Barnsbury Road, Balwyn, Victoria, medical
practitioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 11 November 2019, are required by the executors, Julien Elvin Burke and Benjamin David Francis Burke, both care of Rennick & Gaynor, solicitors, 431 Riversdale Road, Hawthorn East, Victoria 3123, to send particulars of their claims to them, care of the undersigned, by 8 December 2020, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: JOHN LEONARD JOSEPH CALWAY,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 April 2020, are required by the trustee, Richard Fergus Nutt, to send particulars of such claims to him, in care of the below mentioned lawyers, by 26 November 2020, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

ROBERTS BECKWITH PARTNERS,
16 Blamey Place, Mornington, Victoria 3931.

Re: BARBARA MARY LINSTEN, deceased,
late of 21 Diamond Creek Road, Plenty.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 August 2020, are required by the trustees, Ann Linsten and Jennifer Linsten, to send particulars to the trustees, care of the solicitors named below, by 30 November 2020, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: JOLE FALVO, late of Unit 4, 52 Alma Road, St Kilda, Victoria, carer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 October 2019, are required by Carmelina Sandra Greco and Nikk Dominion Crow, the trustees of the estate of the deceased, to send particulars of their claims to them, care of the undermentioned lawyers, by 30 November 2020, by which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: LORRIE PICKERING, late of Unit 5, 2–6 Hopkins Street, Winchelsea, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 May 2020, are required by the deceased's personal representatives, Meagan Jane Compton, Rebecca Jane Alexander and Shaun David Moloney, to send particulars to them, care of the undermentioned lawyers, by 19 December 2020, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

SLM LAW, lawyers,
119 Murray Street, Colac 3250.

Re: EILEEN MARY EGAN, late of Opal Aged Care, 170 Raglan Parade, Warnambool, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 November 2017, are required by the administrator, Suzanne Mary Lyttleton, to send particulars to her, care of the undermentioned lawyer, by a date not later than two months from the date of publication hereof, after which date the administrator will convey or distribute the assets, having regard only to the claims of which she then has notice.

SUZANNE LYTTLETON LAWYERS,
PO Box 2181, St Kilda West, Victoria 3182.
Telephone: 9646 4477.

Re: GRANT LLOYD SPEEDY, late of 2 Castlereagh Place, Watsonia 3087.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 30 June 2020, are required by the executor, Leigh Rosemary Speedy, to send particulars of their claim to her, care of the undermentioned solicitors, by 26 November 2020, 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: Estate of EVA JOYCE CONNOR, late of 33 Cowie Street, Ballan, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 December 2019, are required by the trustees, Helen Ann Anglin, Wendy Joyce Connor, Gerald Leslie Connor and Elaine Gale Jenkins, to send particulars to the trustees, in care of the undersigned, by 1 December 2020, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

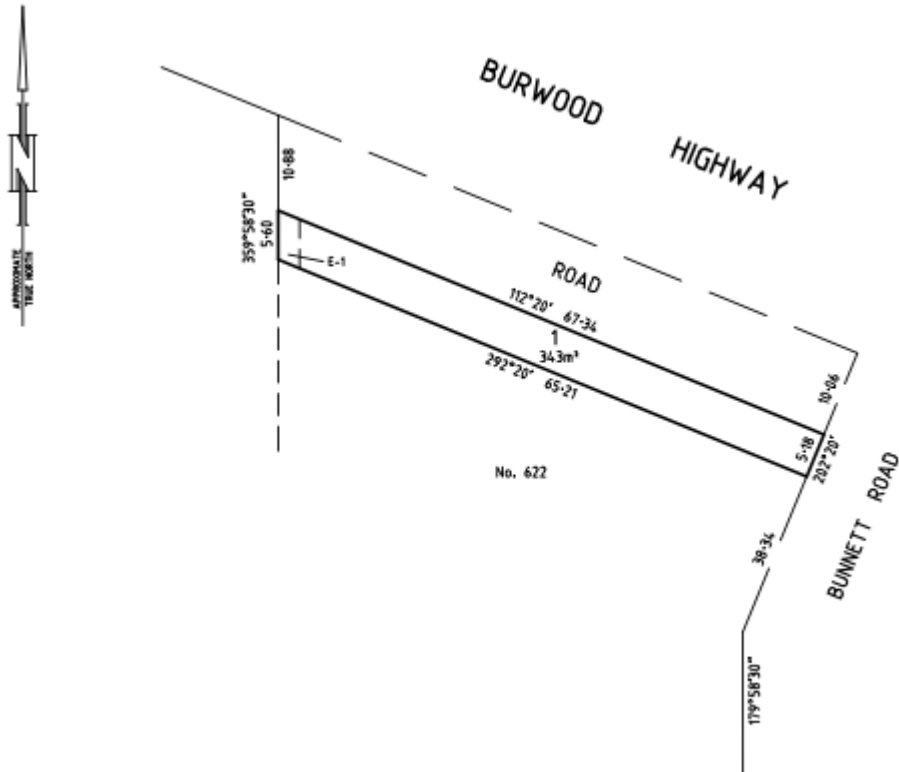
WILLETT LAWYERS PTY LTD,
PO Box 2196, Spotswood, Victoria 3015.

GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES NOTICES

KNOX CITY COUNCIL

Road Discontinuance

Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Knox City Council at its Ordinary Meeting 21 September 2020, resolved to discontinue a road reserve located at 622 Burwood Highway, Knoxfield, shown on the plan below and to sell the land by private treaty to the abutting property owners.



TONY DOYLE
Chief Executive Officer

CARDINIA SHIRE COUNCIL

Notice of Eligibility Criteria under Section 262 **Residential Tenancies Act 1997**

Cardinia Shire Council, pursuant to section 262 of the **Residential Tenancies Act 1997**, gives notice establishing new eligibility criteria (Criteria) replacing the Criteria published in the Government Gazette dated 27 February 2014 for the Council-controlled units at 5 McBride Street, Cockatoo (known as Cockatoo Cottages), and 1 Flower Street, Pakenham (known as Thomas Lodge). The Criteria is to assess and prioritise access to the units at Pakenham and Cockatoo, and will come into effect from the date of publication.

To be eligible to live in one of the seniors' units managed by Cardinia Shire Council, applicants must meet the following Criteria:

- Be a senior citizen. A senior citizen is defined as a person over 65 years of age or an indigenous person over 50 years of age.

- Require support for housing based on financial or health status, or other circumstances that make their current living arrangements insecure.
- Be on a low income (That is, eligible for a Health Care Card from Centrelink, on a pension, or earn no more than the minimal wage as defined by the ATO).
- Not be the owner of a home or have assets and savings that would allow the purchase of a house/unit, including associated expenses.
- Have the ability to live independently in the senior housing unit as determined by an independent agency, who will carry out an assessment of the applicant's mobility/functional status.
- If successful, applicant must undertake an assessment to determine their mobility/functional status by independent agency.
- Complete and sign an application form and tenancy agreement in the form required by Council. Preference will be given to applicants who currently reside in the Cardinia Shire.

INDIGO SHIRE COUNCIL

Adoption of Local Law No. 3 – Conduct at Meetings and Common Seal

Notice is hereby given that at Council's Ordinary meeting on 15 September the Indigo Shire Council (Council) adopted Local Law No. 3: Conduct at Meetings and Common Seal.

The Local Law commenced operation on 15 September 2020.

The purpose of the local law is to:

1. revoke Council's 'Local Law No. 3 – Meeting Procedures and Common Seal';
2. create offences with respect to conduct at meetings; and
3. regulate and control the use of the common seal.

Copies of the Local Law can be obtained or inspected on Council's website at www.indigoshire.vic.gov.au or at any of Council's Customer Service Centres.



*South Gippsland
Shire Council*

NOTICE OF REVISED LOCAL LAW

Local Law No. 2 Processes of Municipal Government – Meeting Procedure and the Common Seal

South Gippsland Shire Council proposes to repeal numerous sections, while retaining and amending remaining sections, of Local Law No. 2 2020 Processes of Municipal Government (Meeting Procedures and Common Seal).

The purpose and general purport of the revised local law are –

1. Repeal extensive sections of Local Law No. 2 made redundant through the adoption of the South Gippsland Shire Council Governance Rules 2020 in August 2020;
2. Retain some clauses without change;
3. Make minor amendments to several 'Infringement Notices' clauses – Clauses 108 and 109, to align these clauses so they remain current at all times with the **Infringements Act 2006**. This reduces the likelihood of Local Law No. 2 2020 being worded contrary to a related piece of legislation.

The retained 'Objectives in Local Law No. 2 2020' are to:

- a. to regulate and control the procedures governing the conduct of meetings;
- b. to provide for the administration of the Council's powers and functions;

- c. to provide generally for the peace, order and good government of the municipal district; and
- d. to repeal any redundant Local Laws.

Due to state and federal government restrictions arising from the COVID-19 pandemic the proposed revised Local Law No. 2 Processes of Municipal Government and the Community Impact Statement can only be viewed on Council's website at www.southgippsland.vic.gov.au between Thursday 1 October and 5.00 pm Thursday 29 October 2020. As the Council offices and the libraries are closed due to these restrictions those unable to access the website may ring the Council on phone 5662 9200 to request a copy be mailed.

Any person who may be affected by the amendments, may make a written submission to Council by 5.00 pm on Thursday 29 October 2020, including in their submission if they wish to speak to it at an open public hearing. Submissions may be emailed to submission@southgippsland.vic.gov.au or sent to South Gippsland Shire Council at Private Bag 4, Leongatha 3953.



WODONGA COUNCIL COMMON SEAL LOCAL LAW

Notice is hereby given that at its meeting of 21 September 2020 council made the Wodonga City Council Common Seal Local Law 2020 pursuant to the **Local Government Act 1989**.

The purpose of this Local Law is to:

- revoke the Meeting Procedure Local Law (No. 1 of 2019);
- regulate and control the use of the common seal;
- prohibit unauthorised use of the common seal or any device resembling the common seal; and
- provide penalties for non-observance of the provisions of this Local Law.

The Local Law commences on 2 October 2020 and ceases to operate on 1 October 2030, unless revoked sooner. A copy of the Wodonga City Council Common Seal Local Law may be inspected at the Wodonga Council Offices, 104 Hovell Street, Wodonga, and online at Council's website, www.wodonga.vic.gov.au

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 1 December 2020, 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.

BROMLEY, June Dolores, late of Unit 5, 63 Tennyson Street, Elwood, Victoria 3184, deceased, who died on 11 April 2020.

HEYBLOK, Maryke, late of Dutchcare Ltd Hostel, 1105 Frankston-Dandenong Road, Carrum Downs, Victoria 3201, deceased, who died on 31 May 2020.

KIRWAN, Beatrice Statia, late of 176 Eighth Avenue, Rosebud, Victoria 3939, deceased, who died on 10 March 2020.

KONINGS, Margaretha 'Mary' Elisabeth, late of Royal Freemasons Aged Care, 25 Meephan Street, Footscray, Victoria 3011, deceased, who died on 4 June 2020.

LOBOS, Marie, late of Hammond Care – The Glens Aged Care, 294 Kooyong Road, Caulfield, Victoria 3162, deceased, who died on 10 April 2020.

VAN LIEROP, Wilhelmina Mary, late of Mercy Place Boronia, 7–9 Maryville Way, Boronia, Victoria 3155, deceased, who died on 7 March 2020.

WATSON, Ann Helen, late of 25 Wrixon Avenue, Brighton East, Victoria 3187, deceased, who died on 6 January 2020.

Dated 22 September 2020

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 3 December 2020, 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.

BULLOCK, Terrance Reginald, late of Gladswood Lodge, 15 Waxman Parade, Brunswick West, Victoria 3055, pensioner, deceased, who died on 18 May 2020.

HICKS, William Edward, late of Bundoora Extended Care Centre, 1231 Plenty Road, Bundoora, Victoria 3083, deceased, who died on 20 May 2020. Date of Grant 23 September 2020.

NASH, Gillian Anne, late of Regis Cranbourne, 18 Sherwood Road, Junction Village, Victoria 3977, pensioner, deceased, who died on 28 January 2020.

RILEY, Susan, late of Mecwacare O'Mara House, 15 Hunter Road, Traralgon, Victoria 3844, deceased, who died on 13 April 2020.

STRANGE, Michelle Angela, late of 3 Detroit Crescent, Corio, Victoria 3214, deceased, who died on 22 July 2020.

VILCINSKAS, Nancy Margaret, late of Uniting Agewell Kingsville, 319 Geelong Road, Kingsville, Victoria 3012, deceased, who died on 4 May 2020.

Dated 24 September 2020

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 7 December 2020, 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.

ALLAN, Russell Phillip, late of Banfields Aged Care, 192 Thompson Avenue, Cowes, Victoria 3922, deceased, who died on 26 October 2018.

BURRIDGE, Leslie Norman Walter, late of Unit 3, 54 Montgomery Street, Wendouree, Victoria 3355, deceased, who died on 20 June 2019.

D'AUGELLO, Yolanda, late of Menarock Aged Care, 982 High Street Road, Glen Waverley, Victoria 3150, retired, who died on 28 May 2020.

FILER, Lindsay John, late of Unit 1, 3 Dunolly Crescent, Reservoir, Victoria 3073, deceased, who died on 3 March 2020.

JENKINS, Bronwyn Alice, late of Crosbie Lodge, 7-9 St James Avenue, Bentleigh, Victoria 3204, pensioner, deceased, who died on 27 March 2020.

KNOWLES, Peter James, late of Unit 9, 13 Payne Street, Caulfield North, Victoria 3161, manager, deceased, who died on 22 April 2020.

WILLIS, Craig, late of Scope – Ref: 000016417, 23 Pioneer Road, Grovedale, Victoria 3216, deceased, who died on 10 March 2020.

Dated 28 September 2020

Associations Incorporation Reform Act 2012

SECTION 134

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

BOAA-Biennale of Australia Art Incorporated; Cohuna Community Nursing Home Inc.; Monash University Gippsland Student Union Inc.; Sea Lake & District Health Service Inc.

Dated 1 October 2020

DAVID JOYNER

Deputy Registrar of Incorporated Associations

PO Box 4567

Melbourne, Victoria 3001

Bus Safety Act 2009

DECLARATION UNDER SECTION 7(1)(c)

I, Lisa Faldon, delegate of the Director, Transport Safety, in exercise of the powers vested in me under section 7(1)(c) of the **Bus Safety Act 2009** hereby declare the following courtesy bus services within the meaning of section 3(1) of the **Bus Safety Act 2009** to be non-commercial courtesy bus services for the purpose of section 3(1) of the **Bus Safety Act 2009**:

Bus Operator Name:	ACN/ARBN:	Registered Address:
CPBJH Joint Venture	79 385 373 351	221 Whitehall Street, Yarraville, Victoria 3013

This declaration is made on the basis that the non-commercial courtesy bus operators specified above:

- (a) have provided evidence that they do not derive any profit from the provision of the bus service; and
- (b) only use the bus service to transport their staff/employees in connection with their trade or business.

This declaration is made following consultation with the affected operators and sectors of the industry as required under section 7(2) of the **Bus Safety Act 2009**.

Dated 2 September 2020

LISA FALDON

Delegate of the Director, Transport Safety

Director, Bus Safety

Cemeteries and Crematoria Act 2003

SECTION 41(1)

Notice of Approval of Cemetery Trust Fees and Charges

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

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

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

The Greater Metropolitan Cemeteries Trust

The Lake Boga Cemetery Trust

Dated 21 September 2020

BRYAN CRAMPTON

Manager

Cemetery Sector Governance Support

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

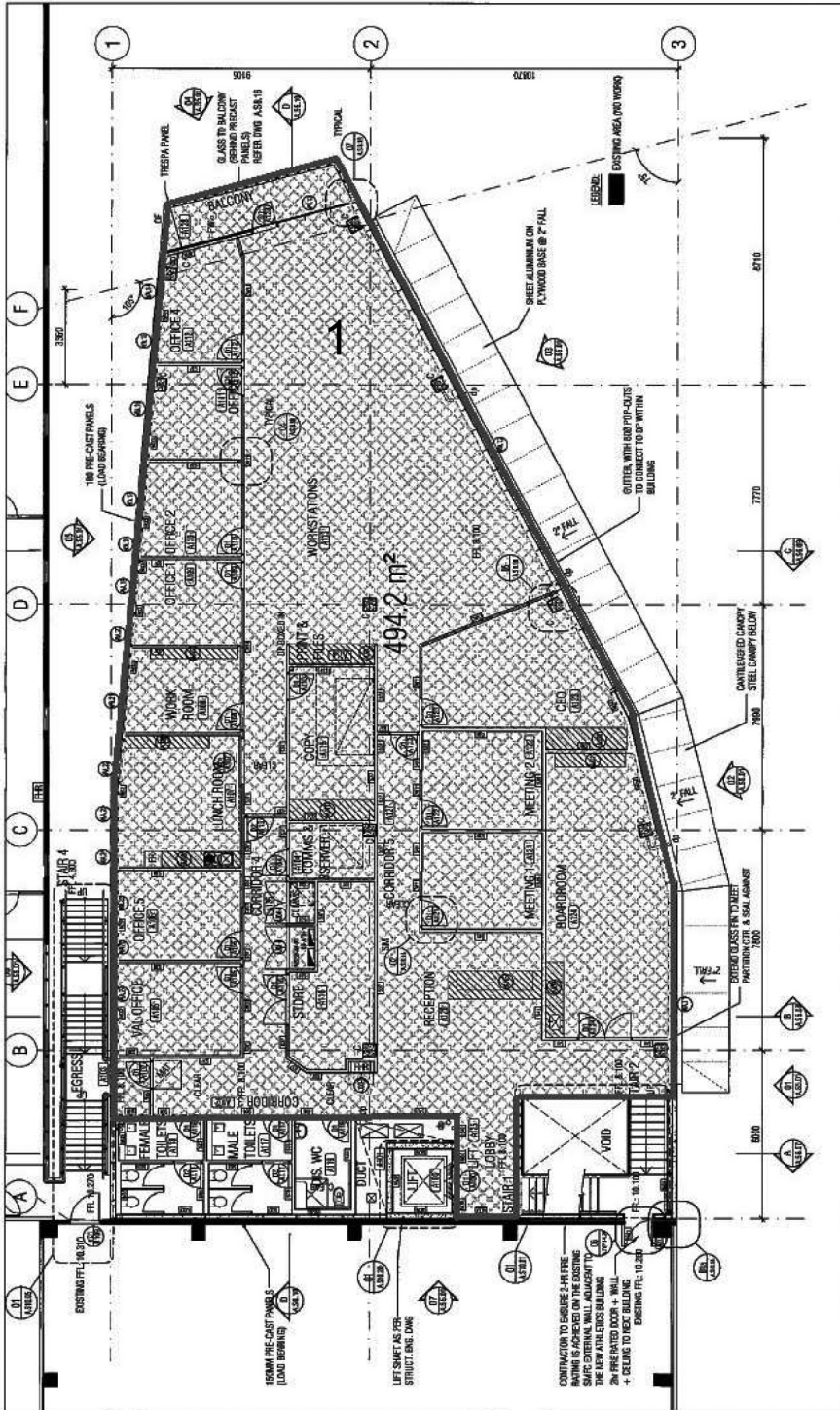
Under section 17D and 17DA of the **Crown Land (Reserves) Act 1978**, I, Lily D'Ambrosio MP, Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a lease reasonable and appropriate in the particular circumstances and to do this 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 the State Sports Centres Trust as committee of management over the Lakeside Stadium Reserve described in the schedule below for the purpose of office space, function/meeting space, retail use and shared reception, in accordance with section 17D(3)(a) of the **Crown Land (Reserves) Act 1978**, state that:

- (a) there are special reasons which make granting of 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 land, being the land shown outlined in bold black on the attached plans, which is part of the Crown land permanently reserved for public park purposes by Order in Council of 21 March 1876, published in the Victoria Government Gazette of 24 March 1876, page 568.

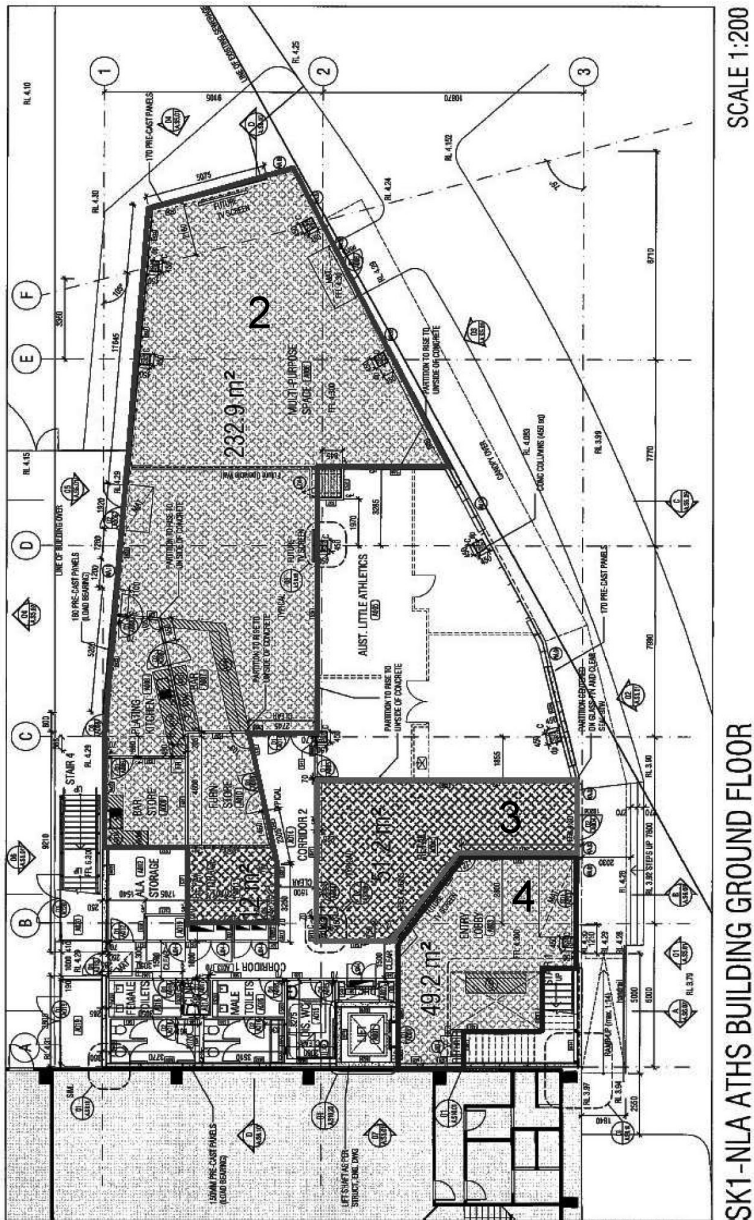
1. Office Space – Level 1 – bordered in red (Numbered 1 below)



SCALE 1:200

SK2-NLA ATHS BUILDING FIRST FLOOR

2. Function Space and store – bordered in Red. (Numbered 2 below)
3. Retail Space – bordered in Green. (Numbered 3 below)
4. Common Area - bordered in Blue (Numbered 4 below)



2019330
 Dated 20 September 2020

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

Education and Training Reform Act 2006

Pursuant to section 2.6.46 of the **Education and Training Reform Act 2006** ('the Act') a Formal Hearing Panel of the Victorian Institute of Teaching ('the Institute') may find a registered teacher has engaged in misconduct or serious misconduct/been seriously incompetent/is not fit to teach, and may make a determination pursuant to subsection 2.6.46(2) to suspend and impose conditions on the registration of the teacher.

On 10 March 2020, a formal hearing panel determined that Ms Joanne Pei Ling Chan (registration number 388231), a 29 year old female, had engaged in serious misconduct.

The formal hearing panel determined to suspend Ms Chan's registration for a period of at least six months from 10 March 2020 subject to conditions, pursuant to section 2.6.46 of the Act. Ms Chan satisfied the conditions and the suspension of her registration was lifted effective from 10 September 2020.

Education and Training Reform Act 2006

Pursuant to section 2.6.46 of the **Education and Training Reform Act 2006** ('the Act') a Formal Hearing Panel of the Victorian Institute of Teaching ('the Institute') may find that a registered teacher has engaged in misconduct or serious misconduct/been seriously incompetent/is not fit to teach, and may make a determination pursuant to subsection 2.6.46(2) to cancel, suspend or impose conditions on the registration of the teacher.

On 28 March 2020, a formal hearing panel determined that Ms Ai Khanh-Linh Le (registration number 406738), a 46 year old female, was not fit to teach.

The formal hearing panel determined to cancel Ms Le's registration with effect from 28 March 2020 and disqualify her from applying for registration as a teacher in Victoria for a period of two years from the date of the cancellation of her registration. The formal hearing panel made this decision pursuant to sections 2.6.46(2)(j) and 2.6.46(2)(k) of the Act.

Gas Industry Act 2001

TANGO ENERGY PTY LTD ABN (43 155 908 839)

In accordance with section 42(1)(b) of the **Gas Industry Act 2001**, Tango Energy Pty Ltd ABN 43 155 908 839 gives notice of its standing offer terms and conditions for the supply and sale of gas to domestic or small business customers. The terms and conditions as set out below align with the model terms and conditions for standard retail contracts in Victoria and will come into effect 1 month after the publication date of this Gazette. The below terms may be varied from time-to-time to the extent permitted under applicable energy laws.

For further information, contact Tango Energy via:

Phone: 1800 010 648

Fax: (03) 8621 6112

Email: support@tangoenergy.com

Mail: PO Box 320, North Geelong Victoria 3215, Australia

A copy of the standing offer contract terms and conditions will also be made available at www.tangoenergy.com

PREAMBLE

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

In addition to this contract, the *energy laws* and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the

National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about *energy* marketing, payment methods and arrangements for *customers* experiencing payment difficulties.

Note for Victorian customers:

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

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

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

More information about this contract and other matters is on our website: www.tangoenergy.com

1. THE PARTIES

This contract is between:

Tango Energy Pty Ltd ABN 43 155 908 839 who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and

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

2. DEFINITIONS AND INTERPRETATION

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

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

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

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

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

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

3.3 Electricity or gas

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

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

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

4.2 When does this contract end?

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

4.3 Vacating your premises

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

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

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

5.2 What is not covered by this contract?

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

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

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

6.3 Life support equipment

- (a) Before this contract starts, we were required to ask you whether a person residing or intending to reside at your premises requires life support equipment.
- (b) If a person living or intending to live at your premises requires life support equipment, you must:
 - (i) advise us that the person requires *life support equipment*;
 - (ii) register the premises with us or your distributor; and
 - (iii) upon receipt of a *medical confirmation* form, provide *medical confirmation* for the premises.
- (c) Subject to satisfying the requirements in the *Energy Retail Code*, the *Electricity Distribution Code* or the *Gas Distribution System Code*, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your distributor.
- (d) You must tell us or your distributor if the *life support* equipment is no longer required at the premises.
- (e) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
 - (i) at least 50 business days to provide *medical confirmation* for the premises;
 - (ii) general advice that there may be a *distributor planned interruption* or unplanned interruption to the supply of energy to the premises;
 - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (iv) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

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

7. OUR LIABILITY

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

Note for Victorian customers:

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

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

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

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

8.2 Changes to tariffs and charges

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

8.3 Variation of tariff due to change of use

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

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

8.4 Variation of tariff or type of tariff on request

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

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

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

8.6 GST

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

9. BILLING

9.1 General

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

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

9.2 Calculating the bill

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

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

9.3 Estimating the energy usage

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

Note for Victorian customers:

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

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

9.4 Your historical billing information

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

9.5 Bill smoothing

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

10. PAYING YOUR BILL

10.1 What you have to pay

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

10.2 Issue of reminder notices

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

10.3 Difficulties in paying

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

11. METERS

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

12. UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

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

12.2 Overcharging

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

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.

Note for Victorian customers:

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

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

13. SECURITY DEPOSITS**13.1 Security deposit**

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

13.2 Interest on security deposits

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

13.3 Use of a security deposit

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

13.4 Return of security deposit

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

14. DISCONNECTION OF SUPPLY**14.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the *pay-by-date* or, if you are a *residential customer* receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you do not provide a *security deposit* we are entitled to require from you; or

- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) there has been illegal or fraudulent use of *energy* at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the *Rules* or by law.

14.2 Notice and warning of disconnection

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

14.3 When we must not arrange disconnection

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

Note for Victorian customers:

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

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

Note for Victorian customers:

Paragraph (v) does not apply in Victoria.

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

Note for Victorian customers:

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

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

15. RECONNECTION AFTER DISCONNECTION

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

16. WRONGFUL AND ILLEGAL USE OF ENERGY**16.1 Use of energy**

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

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

17. NOTICES AND BILLS

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

18. PRIVACY ACT NOTICE

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

19. COMPLAINTS AND DISPUTE RESOLUTION**19.1 Complaints**

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

Note:

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

19.2 Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman of Victoria.

20. FORCE MAJEURE

20.1 Effect of force majeure event

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

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

20.2 Deemed prompt notice

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

20.3 Obligation to overcome or minimise effect of force majeure event

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

20.4 Settlement of industrial disputes

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

21. APPLICABLE LAW

The laws of Victoria govern this contract.

22. RETAILER OF LAST RESORT EVENT

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

23. GENERAL

23.1 Our obligations

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

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

23.2 Amending this contract

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

Note for Victorian customers:

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

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

SIMPLIFIED EXPLANATION OF TERMS

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

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

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

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

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

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

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

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

distributor planned interruption means an interruption of supply planned in advance by a distributor, including for planned maintenance, repair or augmentation of the distribution system; or for installation of a new supply to another customer;

Note for Victorian customers:

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

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

energy means electricity or gas;

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

Note for Victorian customers:

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

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

gas full commencement date means 1 July 2020.

Note for Victorian customers:

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

gas retailer means a person who holds a retail licence under the *Gas Industry Act*;

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

medical confirmation means certification in a *medical confirmation form* from a registered medical practitioner that a person residing or intending to reside at a customer's premises requires *life support equipment*;

medical confirmation form means a written form issued by a *retailer* to enable the customer to provide medical confirmation to the *retailer*;

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

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

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

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

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

Note for Victorian customers:

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

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

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

small customer means:

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

Note for Victorian customers:

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

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

Gas Industry Act 2001

TANGO ENERGY PTY LTD

(ABN 43 155 908 839)

Victorian Standing Offer Tariffs – Gas

Pursuant to sections 42 and 46 of the **Gas Industry Act 2001**, Tango Energy Pty Ltd (Tango Energy) ABN 43 155 908 839 advises that to facilitate its entry into the Victorian gas market the following Victorian Gas Standing Offer Tariffs for residential and small business customers become effective on 2 November 2020, until such time the tariffs are varied.

For further information refer www.tangoenergy.com or contact Tango Energy by phone on 1800 010 648, fax (03) 8621 6112, by email support@tangoenergy.com or by mail to PO Box 320, North Geelong, Victoria 3215.

AUSTRALIAN GAS NETWORKS DISTRIBUTION**Australian Gas Networks Central Zone 1**

Residential gas charges	Unit	Price (inc. GST)
Peak*		
Peak Step 1 – First 27.4 MJ per day	c/MJ	2.5740
Peak Step 2 – Next 21.9 MJ per day	c/MJ	2.1780
Balance	c/MJ	1.9030
Daily Supply Charge		
Daily Charge	c/day	113.3000

* Peak Rates apply all year

Includes postcodes: 3000, 3002, 3003, 3005, 3008, 3031, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3064, 3065, 3066, 3067, 3068, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3078, 3079, 3081, 3082, 3083, 3084, 3085, 3087, 3088, 3089, 3090, 3091, 3093, 3094, 3095, 3096, 3097, 3099, 3113, 3121, 3139, 3156, 3175, 3197, 3198, 3199, 3200, 3201, 3750, 3751, 3752, 3754, 3755, 3759, 3760, 3761, 3770, 3777, 3799, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3816, 3818, 3820, 3821, 3822, 3823, 3824, 3825, 3840, 3842, 3844, 3847, 3850, 3851, 3852, 3860, 3910, 3911, 3912, 3913, 3915, 3916, 3918, 3919, 3920, 3921, 3926, 3927, 3928, 3929, 3930, 3931, 3933, 3934, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3975, 3976, 3977, 3978, 3980, 3981, 3987.

Australian Gas Networks North Zone 2

Residential Gas charges	Unit	Price (inc. GST)
Peak*		
Peak Step 1 – First 27.4 MJ per day	c/MJ	2.5960
Peak Step 2 – Next 21.9 MJ per day	c/MJ	2.2550
Peak Balance	c/MJ	1.9910
Daily Supply Charge		
Daily Charge	c/day	111.1000

* Peak Rates apply all year

Includes postcodes: 3561, 3564, 3612, 3616, 3618, 3620, 3621, 3622, 3623, 3624, 3629, 3630, 3631, 3658, 3659, 3660, 3662, 3663, 3664, 3665, 3666, 3669, 3670, 3672, 3677, 3678, 3688, 3690, 3691, 3693, 3694, 3722, 3753, 3756, 3757, 3758, 3763, 3764, 3775.

AUSNET SERVICES DISTRIBUTION AREA**Ausnet Services Central Zone 1**

Residential gas charges	Unit	Price (inc. GST)
Peak*		
Peak Step 1 – First 100 MJ per day	c/MJ	1.6720
Peak Step 2 – Next 100 MJ per day	c/MJ	1.6390
Peak Step 3 – Next 1200 MJ per day	c/MJ	1.5510
Peak Balance	c/MJ	1.5180
Off Peak**		
Off Peak Step 1 – First 100 MJ per day	c/MJ	2.2000
Off Peak Step 2 – Next 100 MJ per day	c/MJ	1.9250
Off Peak Step 3 – Next 1200 MJ per day	c/MJ	1.5950
Off Peak Balance	c/MJ	1.5730
Daily Supply Charge		
Daily Charge	c/day	130.9000

* Peak rates apply from 1 Oct to 31 May, inclusive. ** Off-peak rates apply at all other times.

Includes postcodes: 3008, 3011, 3012, 3013, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3055, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3073, 3211, 3212, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3228, 3335, 3336, 3337, 3338, 3427, 3428, 3429.

Ausnet Services West Zone 2

Residential gas charges	Unit	Price (inc. GST)
Peak*		
Peak Step 1 – First 100 MJ per day	c/MJ	1.6170
Peak Step 2 – Next 100 MJ per day	c/MJ	1.6060
Peak Step 3 – Next 1200 MJ per day	c/MJ	1.5620
Peak Balance	c/MJ	1.5070
Off Peak**		
Off Peak Step 1 – First 100 MJ per day	c/MJ	2.1120
Off Peak Step 2 – Next 100 MJ per day	c/MJ	1.9910
Off Peak Step 3 – Next 1200 MJ per day	c/MJ	1.7820
Off Peak Balance	c/MJ	1.7710
Daily Supply Charge		
Daily Charge	c/day	139.7000

* Peak rates apply from 1 Oct to 31 May inclusive. ** Off-peak rates apply at all other times.

Includes postcodes: 3249, 3250, 3266, 3277, 3280, 3282, 3300, 3305, 3340, 3342, 3350, 3352, 3355, 3356, 3357, 3358, 3430, 3437, 3444, 3450, 3451, 3460, 3461, 3464, 3465, 3550, 3555, 3556.

MULTINET DISTRIBUTION AREA**Multinet Metro Zone 1**

Residential gas charges	Unit	Price (inc. GST)
Peak*		
Peak Step 1 – First 50 MJ per day	c/MJ	2.2770
Peak Step 2 – Next 50 MJ per day	c/MJ	2.1010
Peak Step 3 – Next 50 MJ per day	c/MJ	1.8810
Peak Step 4 – Next 100 MJ per day	c/MJ	1.7600
Peak Balance	c/MJ	1.7380
Off Peak**		
Off Peak Step 1 – First 50 MJ per day	c/MJ	2.4530
Off Peak Step 2 – Next 50 MJ per day	c/MJ	2.2440
Off Peak Step 3 – Next 50 MJ per day	c/MJ	1.9800
Off Peak Step 4 – Next 100 MJ per day	c/MJ	1.8480
Off Peak Balance	c/MJ	1.8150
Daily Supply Charge		
Daily Charge	c/day	116.6000

* Peak rates apply from 1 Nov to 30 April, inclusive. ** Off-peak rates apply at all other times.

Includes postcodes: 3000, 3004, 3006, 3008, 3097, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3113, 3114, 3115, 3116, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3158, 3159, 3160, 3161, 3162, 3163, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3201, 3202, 3204, 3205, 3206, 3207, 3765, 3766, 3767, 3770, 3781, 3782, 3783, 3785, 3786, 3787, 3788, 3789, 3791, 3792, 3793, 3795, 3796, 3802, 3804, 3976.

Health Complaints Act 2016

Section 90

INTERIM PROHIBITION ORDER

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (Commissioner) has made this Interim Prohibition Order because the Commissioner reasonably believes that the general health service provider named below has contravened a code of conduct applying to the general health service being provided and is satisfied that it is necessary to make this order to avoid a serious risk to the health, safety or welfare of the public.

Name of the general health service provider on whom the Interim Prohibition Order is imposed:	Jian Li Melbourne Pty Ltd (ACN 618 663 371) of Melbourne, Victoria 3000, trading as 'Kinly Beauty'
Date this Interim Prohibition Order is made:	16 September 2020
Date on which this Interim Prohibition Order expires:	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 8 December 2020 while an investigation is conducted unless it is revoked before that date.
Effect of this Interim Prohibition Order:	<ol style="list-style-type: none"> 1. The general health service provider named above must not provide any; <ol style="list-style-type: none"> a. Medical procedures; b. Surgical procedures; or c. Administer cosmetic injections. <p>Unless those procedures or injections are performed by a registered medical practitioner or registered nurse in accordance with Australian Law¹.</p> 2. The general health service provider named above must not possess, administer and/or store any scheduled medicine or poison that has not been approved by the Therapeutic Goods Administration for use in Australia. 3. The general health service provider named above must not direct, instruct, or allow Mr Jianfeng Zhang to: <ol style="list-style-type: none"> a. provide clinical treatment to any person; b. provide advice to any person with respect to that person's clinical treatment; c. assist any person (regardless of whether that person is registered under the Health Practitioner Regulation National Law (Victoria) Act 2009) in providing clinical treatment to another person; or d. direct or instruct any person (regardless of whether that person is registered under the Health Practitioner Regulation National Law (Victoria) Act 2009) as to the clinical treatment provided, or to be provided, to another person.

¹ **Health Practitioner Regulations National Law (Victoria) Act 2009**
Drugs, Poisons and Controlled Substances Act 1981
Drugs, Poisons and Controlled Substances Regulations 2017

	<p>For the purpose of this Interim Prohibition Order, clinical treatment includes, but is not limited to:</p> <ol style="list-style-type: none">a) medical procedures;b) surgical procedures; andc) the administration of cosmetic injections. <p>4. The general health service provider named above must display a copy of this Interim Prohibition Order at its registered business premises and all other business premises and ensure that it is easily visible to the public.</p> <p>5. The general health service provider named above must display a copy of this Interim Prohibition Order on its website or any social media platform used to advertise or promote health services.</p>
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In this Interim Prohibition Order ‘general health service’ and ‘general health service provider’ have the same meaning as in section 3 of the **Health Complaints Act 2016**.

This Interim Prohibition Order takes effect on the service of the order on the general health service provider to whom it applies.

This Order will be published in the Victoria Government Gazette and on the internet site of the Health Complaints Commissioner, www.hcc.vic.gov.au

KAREN CUSACK
Health Complaints Commissioner

Health Complaints Act 2016

Section 90

INTERIM PROHIBITION ORDER

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (Commissioner) has made this Interim Prohibition Order because the Commissioner reasonably believes that the general health service provider named below has contravened a code of conduct applying to the general health service being provided and is satisfied that it is necessary to make this order to avoid a serious risk to the health, safety or welfare of the public.

Name of the general health service provider on whom the Interim Prohibition Order is imposed:	Mr Jianfeng Zhang in the State of Victoria
Date this Interim Prohibition Order is made:	16 September 2020
Date on which this Interim Prohibition Order expires:	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 8 December 2020 while an investigation is conducted unless it is revoked before that date.
Effect of this Interim Prohibition Order:	<ol style="list-style-type: none"> 1. The general health service provider named above must not possess, administer and/or store any scheduled medicine or poison that has not been approved by the Therapeutic Goods Administration for use in Australia. 2. The general health service provider named above must not: <ol style="list-style-type: none"> a. provide clinical treatment to any person; b. provide advice to any person with respect to that person's clinical treatment; c. assist any person (regardless of whether that person is registered under the Health Practitioner Regulation National Law (Victoria) Act 2009) in providing clinical treatment to another person; or d. direct or instruct any person (regardless of whether that person is registered under the Health Practitioner Regulation National Law (Victoria) Act 2009) as to the clinical treatment provided, or to be provided, to another person. <p>For the purpose of this Interim Prohibition Order, clinical treatment includes, but is not limited to:</p> <ol style="list-style-type: none"> a) medical procedures; b) surgical procedures; and c) the administration of cosmetic injections. <ol style="list-style-type: none"> 3. The general health service provider named above must display a copy of this Interim Prohibition Order at his registered business premises and all other business premises and ensure that it is easily visible to the public.

	4. The general health service provider named above must display a copy of this Interim Prohibition Order on its website or any social media platform used to advertise or promote health services.
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In this Interim Prohibition Order ‘general health service’ and ‘general health service provider’ have the same meaning as in section 3 of the **Health Complaints Act 2016**.

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KAREN CUSACK
Health Complaints Commissioner

Health Complaints Act 2016

Section 90

INTERIM PROHIBITION ORDER

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (Commissioner) has made this Interim Prohibition Order because the Commissioner reasonably believes that the general health service provider named below has contravened a code of conduct applying to the general health service being provided and is satisfied that it is necessary to make this order to avoid a serious risk to the health, safety or welfare of the public.

Name of the general health service provider on whom the Interim Prohibition Order is imposed:	Quality Cancer Care Pty Ltd (ACN 164 446 708) registered in Melbourne in the State of Victoria.
Date this Interim Prohibition Order is made:	16 September 2020
Date on which this Interim Prohibition Order expires:	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 8 December 2020 while an investigation is conducted unless it is revoked before that date.
Effect of this Interim Prohibition Order:	<ol style="list-style-type: none"> 1. The general health service provider named above must not: <ol style="list-style-type: none"> a. advertise or cause to be advertised; or b. offer or cause to be offered; or c. provide or cause to be provided; any general health service (paid or otherwise, in a clinical or non-clinical capacity). 2. The general health service provider named above must display a copy of this Interim Prohibition Order at any premises where it provides any general health service and must ensure that it is easily visible to the public. 3. The general health service provider named above must publish a copy of this Interim Prohibition Order on any website it uses to offer or promote any general health service.

In this Interim Prohibition Order ‘general health service’ and ‘general health service provider’ have the same meaning as in section 3 of the **Health Complaints Act 2016**.

This Interim Prohibition Order takes effect on the service of the order on the general health service provider to whom it applies.

This Order will be published in the Victoria Government Gazette and on the internet site of the Health Complaints Commissioner, www.hcc.vic.gov.au

KAREN CUSACK
Health Complaints Commissioner

Interpretation of Legislation Act 1984**BUILDING AMENDMENT (EMERGENCY ACCOMMODATION) REGULATIONS 2020**

Notice of Incorporation of Documents and Address for Inspection of Documents

As required by section 32(3) of the **Interpretation of Legislation Act 1984**, notice is given that the Building Amendment (Emergency Accommodation) Regulations 2020 ('the Regulations') apply, adopt or incorporate the following document.

In this table, BCA Volume Two means Volume Two of the National Construction Code Series including any variations or additions in the Appendix Victoria set out in Schedule 1 to that Volume.

Statutory rule provision	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 5	BCA Volume Two	Performance requirements P2.1.1, P2.1.2, P2.2.2, P2.2.3, P2.3.1, P2.3.2, P2.4.1, P2.4.3, and P2.7.3

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at the Victorian Building Authority, Goods Shed North, 733 Bourke Street, Docklands, Victoria 3008.

HON. RICHARD WYNNE MP
Minister for Planning

Local Government Act 2020

Section 260

NORTHERN GRAMPIANS SHIRE COUNCIL – BY-ELECTION

South West Ward

I, Warwick Gately AM, Electoral Commissioner, pursuant to section 260(4) of the **Local Government Act 2020** –

- a) fix 28 November 2020 as the date of an election to be held to fill an extraordinary vacancy in South West Ward of Northern Grampians Shire Council; and
- b) fix 28 October 2020 as the nomination day for the election.

HINDMARSH SHIRE COUNCIL – BY-ELECTION

East Ward

I, Warwick Gately AM, Electoral Commissioner, pursuant to section 260(4) of the **Local Government Act 2020** –

- a) fix 5 December 2020 as the date of an election to be held to fill an extraordinary vacancy in East Ward of Hindmarsh Shire Council; and
- b) fix 4 November 2020 as the nomination day for the election.

The abovementioned by-elections are each caused by an extraordinary vacancy occurring in the respective councils under section 264(6) of the **Local Government Act 2020**.

In accordance with section 264(7) of the **Local Government Act 2020**, I note that the close of roll date for the abovementioned by-elections was 28 August 2020, being the close of roll date for the local government general elections required to be held on 24 October 2020 by section 257(1)(a) of the **Local Government Act 2020**.

Dated 29 September 2020

WARWICK GATELY AM
Electoral Commissioner

Major Events Act 2009

REVOCATION OF 2020 AFL GRAND FINAL SPORTS TICKETING EVENT DECLARATION

Acting under section 153(1) of the **Major Events Act 2009**, I, Martin Pakula, Minister for Tourism, Sport and Major Events, hereby revoke the Sports Ticketing Event Declaration dated 23 December 2019 for the 2020 Australian Football League Grand Final.

Dated 24 September 2020

THE HON. MARTIN PAKULA MP
Minister for Tourism, Sport and Major Events

National Parks Act 1975DETERMINATION UNDER SECTION 21(2) FOR FEES AND CHARGES
FOR OCCUPYING CAMPING PLACES AND BUILDINGS

I, Matthew Jackson, Chief Executive Officer of Parks Victoria, as delegate of the Minister for Energy, Environment and Climate Change, under section 21(2) of the **National Parks Act 1975** determine that the following fees and charges are payable for permits granted under section 21(1) (a) of the **National Parks Act 1975** for permits to occupy camping places:

Camping Places
(fee units per night)

		Fee Units		
		Peak	Shoulder	Off Peak
		2020/21 Rates	2020/21 Rates	2020/21 Rates
Great Otway National Park				
Anglesea Heath Campground	Site	1.03	0.9785	0.927
Allenvale Campground	Site Means Tested concession card	0.925	0.87875	0.8325
Big Hill Campground	School Group	0.925	0.87875	0.8325
Hammonds Campground	Additional Vehicle	0.68	0.68	0.68

NOTES

- 1) The **National Parks Act 1975** and its regulations must be observed and complied with by the permit holder and any person accompanying the permit holder within a park.
- 2) A permit is not transferable to another person.
- 3) Failure to comply with a permit, the **National Parks Act 1975** or its regulations may result in any or all of the following occurring: the non-refundable cancellation of your permit; an offence being committed, or a request to leave the park.
- 4) This determination is subject to the operation of the **Native Title Act 1993**.
- 5) Fee unit means an amount in dollars equal to the product obtained by multiplying the number of units by the amount fixed from time to time by the Treasurer under section 5(3) of the **Monetary Units Act 2004**.
- 6) All fees are inclusive of the Australian Goods and Services Tax.

Dated 1 October 2020

MATTHEW JACKSON
Chief Executive Officer
Parks Victoria

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF ASPARAGUS STEM BLIGHT**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease asparagus stem blight 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 asparagus stem blight.

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 asparagus stem blight* made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G40 on 3 October 2019 at pages 2046–2047 is **revoked**.

5 Definitions

In this Order –

‘**asparagus stem blight**’ means the disease caused by the exotic fungus *Phomopsis asparagi* (Sacc.) Bubák.

‘**host material**’ means any host plant, agricultural machinery, used package or earth material in which any host plant has grown.

‘**host plant**’ means any plant or plant product of the genus *Asparagus*.

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 asparagus stem blight; 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 accordance with requirements described in the Schedule to this Order; or
 - (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Verification of Consignments

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

- (a) presented to an Inspector for inspection; or
- (b) verified by a person accredited to do so by the Department of 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 –

- (1) in the case of asparagus spears, must undergo –
 - (a) packing line treatment, at a minimum concentration at least 50 ppm available chlorine, at a rate of not less than 20 L/min, where the pH is maintained between 6.5 to 7.0; and where the spears remain wet for five minutes after treatment; or
 - (b) hydro cooling treatment after packing at a minimum concentration at least 50 ppm available chlorine, at a rate of not less than 20 L/min, where the pH is maintained between 6.5 to 7.0; and where the spears remain wet for five minutes after treatment.
- (2) In the case of agricultural equipment used in the cultivation, harvesting or transport of host plants, must be –
 - (a) cleaned free of earth material and organic matter by –
 - (i) brushing; or
 - (ii) high pressure water; or
 - (iii) steam; and
 - (b) inspected and found free of earth material and organic matter.
- (3) in the case of used packages, must be –
 - (a) cleaned free of earth material 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 and 7.0; and
 - (c) inspected and found free of earth material and organic matter.

Dated 28 September 2020

ROSA CRNOV
Chief Plant Health Officer

Water Act 1989**SOUTH EAST WATER – DECLARATION OF SERVICED PROPERTIES**

Pursuant to section 144 of the **Water Act 1989**, South East Water declares the following land to be serviced property for the listed services on or from the Declaration Date/s listed below.

Development/Address	Stage/s	Suburb	Service	Subdivision No.	Declaration Date
42 Wattletree Road	1	Bunyip	Sewer	PS815337U	22/07/2020
Lot S2 Industrial Drive		Pakenham	Sewer and Potable Water	PS806463Q	28/07/2020
42 Wattletree Road	2	Bunyip	Sewer and Potable Water	PS815338S	23/07/2020
Allanvale Estate	2	Cranbourne	Sewer and Potable Water	PS814725Q	16/07/2020
Acacia Estate	10	Botanic Ridge	Sewer, Potable Water and Recycled Water	PS820458C	28/07/2020
Brookford Estate	5	Cranbourne East	Sewer, Potable Water and Recycled Water	PS820078N	01/07/2020
Edgebrook Estate	11	Clyde	Sewer, Potable Water and Recycled Water	PS821899P	27/07/2020
St Germain Estate	18	Clyde North	Sewer, Potable Water and Recycled Water	PS823187R	21/07/2020
Brompton Lodge Estate	13	Cranbourne South	Sewer, Potable Water and Recycled Water	PS728916M	06/07/2020
Minta Farm Estate	7	Beaconsfield	Sewer, Potable Water and Recycled Water	PS816058T	21/07/2020

Water Act 1989**YARRA VALLEY WATER – DECLARATION OF SERVICED PROPERTIES**

Pursuant to section 144 of the **Water Act 1989**, Yarra Valley Water declares the following land to be serviced property for the listed services from 1 October 2020.

Development Address/ Estate Name	Stage/s	Plan of Subdivision Number	Suburb	Drinking Water	Recycled Water	Sewerage Services
Mapels Estate	5A	PS823255B	Greenvale	Y	Y	Y
Eastern Golf Course Redevelopment (Tullamore Estate)	6AC	PS822710J	Doncaster	Y	Y	Y
Springridge	8C	PS820417S	Wallan	Y	Y	Y
75 Bonds Lane, Greenvale	2	PS825808Y	Greenvale	Y	N	Y
Peppercorn Hill Estate	3	PS804576M	Donnybrook	Y	Y	Y
Highlands Estate	309	PS827450G	Craigieburn	Y	N	Y
Botanical Estate	7	PS828176U	Mickleham	Y	Y	Y
Cloverlea Estate	394	PS827442F	Kalkallo	Y	Y	Y
Platform Estate	1	PS821909P	Donnybrook	Y	Y	Y
Newbridge Estate	1	PS825832C	Wallan	Y	Y	Y
Platform Estate	2	PS821910F	Donnybrook	Y	Y	Y

Planning and Environment Act 1987
MACEDON RANGES PLANNING SCHEME

Notice of Approval of Amendment

Amendment C134macr

The Minister for Planning has approved Amendment C134macr to the Macedon Ranges Planning Scheme.

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

The Amendment:

- rezones land forming part of the declared road reserve of Malmsbury East Road near Malmsbury from Farming Zone to Road Zone, Category 1; and
- corrects obvious and technical errors, clarifies or improves grammar or language, inserts or updates headings, updates references to a clause, changes a description of a department or undertakes a combination of the above in Clauses 21.02, 21.04, 21.05, 21.06, 21.07, 21.08, 21.09, 21.10, 21.12 and 21.13 of the Municipal Strategic Statement and Schedule 7 to Clause 43.02 (Design and Development Overlay), Schedule 4 to Clause 43.04 (Development Plan Overlay), Schedule 14 to Clause 43.04 (Development Plan Overlay), Schedule 1 to Clause 44.06 (Bushfire Management Overlay) and Schedule 2 to Clause 44.06 (Bushfire Management Overlay) in the Macedon Ranges Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the Macedon Ranges Shire Council website, www.mrsc.vic.gov.au; or during office hours, at the offices of the Macedon Ranges Shire Council, 129 Mollison Street, Kyneton.

STEVEN COX
Acting Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MAROONDAH PLANNING SCHEME

Notice of Approval of Amendment

Amendment C143maro

The Minister for Planning has approved Amendment C143maro to the Maroondah Planning Scheme.

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

The Amendment extends the expiry dates of interim Heritage Overlay controls for places and precincts within the Jubilee Park heritage area in Ringwood (introduced through Amendment C117) until 31 March 2021.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the Maroondah City Council website, www.maroondah.vic.gov.au; or during office hours, at the offices of the Maroondah City Council, 179 Maroondah Highway, Ringwood.

STEVEN COX
Acting Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MELBOURNE PLANNING SCHEME
 Notice of Approval of Amendment
 Amendment C386melb

The Minister for Planning has approved Amendment C386melb to the Melbourne Planning Scheme.

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

The Amendment implements the recommendations of the Hoddle Grid Heritage Review by introducing the Heritage Overlay on an interim basis to 68 individual places and extends the boundary for four precincts until 29 May 2022, deletes two existing interim heritage controls, and makes other consequential changes to the Melbourne Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the Melbourne City Council website at: www.melbourne.vic.gov.au; or during office hours at Melbourne City Council, 120 Swanston Street, Melbourne.

STEVEN COX
 Acting Director
 State Planning Services
 Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
STONNINGTON PLANNING SCHEME
 Notice of Approval of Amendment
 Amendment C310ston

The Minister for Planning has approved Amendment C310ston to the Stonnington Planning Scheme.

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

The Amendment:

- Amends the *Toorak Road – South Yarra Tramway and Railway Station Infrastructure Upgrade Incorporated Document, September 2019* by:
 - Extending the incorporated document’s expiry date for commencement of use and development
 - Extending the incorporated document’s expiry date for completion of development
 - Making the Minister for Planning responsible for the approval of plans.
- Amends the Schedule to Clause 45.12 (Specific Controls Overlay) to insert the title of the amended incorporated document.
- Amends the Schedule to Clause 72.04 (Documents incorporated in this planning scheme) to insert the title of the amended incorporated document.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the Stonnington City Council website, www.stonnington.vic.gov.au; or during office hours, at the offices of the Stonnington City Council, 311 Glenferrie Road, Malvern, Victoria 3144.

STEVEN COX
 Acting Director
 State Planning Services
 Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C231yarapt1yara

The Minister for Planning has approved Amendment C231yarapt1yara to the Yarra Planning Scheme.

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

The Amendment introduces permanent built form controls in Queens Parade by replacing the existing Design and Development Overlay, Schedule 16 (DDO16) with a new DDO16, rezones the land at 660–668 Smith Street and 1–41 Queens Parade, Clifton Hill, from Commercial 2 to the Commercial 1 Zone and applies an Environmental Audit Overlay to it, applies the Heritage Overlay to various sites within the Queens Parade Neighbourhood Activity Centre as well applying and modifying building gradings via incorporated documents to the Yarra Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the Yarra City Council website, www.yarra.vic.gov.au; or during office hours, at the offices of the Yarra City Council, Richmond Town Hall, 333 Bridge Road, Richmond.

STEVEN COX

Acting Director

State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C231yarapt3yara

The Minister for Planning has approved Amendment C231yarapt3 to the Yarra Planning Scheme.

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

The Amendment introduces permanent built form controls to 141–167 Queens Parade, Clifton Hill, by replacing the Design and Development Overlay, Schedule 20 with a new Development Overlay, Schedule 16.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the Yarra City Council website, www.yarra.vic.gov.au; or during office hours, at the offices of the Yarra City Council, Richmond Town Hall, 333 Bridge Road, Richmond.

STEVEN COX

Acting Director

State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C285yara

The Minister for Planning has approved Amendment C285yara to the Yarra Planning Scheme.

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

The Amendment facilitates the development of land at 36–52 Wellington Street, Collingwood, for a multi (fifteen) storey office building, use of the land for food and drink premises and a reduction in car parking by introducing an Incorporated Document in the Yarra Planning Scheme titled ‘36–52 Wellington Street, Collingwood – Incorporated Document, September 2020’ and amending the Schedule to Clause 45.12 ‘Specific Controls Overlay’ to introduce SCO15.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge at: the Yarra City Council website at www.yarracity.vic.gov.au; or during office hours, at the offices of the Yarra City Council, Richmond Town Hall, 333 Bridge Road, Richmond.

STEVEN COX

Acting Director

State Planning Services

Department of Environment, Land, Water and Planning

ORDERS IN COUNCIL**Electricity Safety Act 1998**
EXEMPTION ORDER UNDER SECTION 120W OF THE
ELECTRICITY SAFETY ACT 1998

Order in Council

The Governor in Council, under section 120W of the **Electricity Safety Act 1998** (Act), makes the following Order to exempt the following *major electricity companies* from complying with section 120M of the Act on the terms and conditions specified in this Order:

- Powercor Australia Ltd (ABN 89 064 651 109) (Powercor)
- AusNet Electricity Services Pty Ltd (ABN 91 064 651 118) (AusNet)
- Jemena Electricity Networks (Vic) Ltd (ABN 82 064 651 083) (Jemena)

1. EXEMPTIONS

Subject to Powercor, AusNet and Jemena's continued compliance with the conditions in clause 2 below, from the *effective date* of this Order, Powercor, AusNet and Jemena are exempt from the requirement to ensure that all *zone substations* listed in Schedule 1 of the **Electricity Safety (Bushfire Mitigation Duties) Regulations 2017** are *complying substations* under section 120M of the Act.

2. CONDITIONS OF EXEMPTION

The exemption in clause 1 is granted subject to Powercor, AusNet and Jemena's continued compliance with the following conditions:

- 2.1 Each *polyphase electric line* originating from a *zone substation*, other than an *exempt polyphase electric line segment*, must have the *required capacity* in accordance with the dates specified in section 120M(1) of the Act.
- 2.2 From the *effective date* of this Order, any part or whole of an *exempt polyphase electric line segment* must not be replaced with overhead conductor, unless otherwise previously accepted by Energy Safe Victoria.
- 2.3 By 1 August 2021 and on or by 1 August each year thereafter, Powercor, AusNet and Jemena must each provide a written report to the Minister and to Energy Safe Victoria, identifying – by *zone substation* – each *exempt polyphase electric line segment*. The written report must be in the form, and include the information, specified by the Department of Environment, Land, Water and Planning.

3. INTERPRETATION

- 3.1 In this Order –

accepted bushfire mitigation plan has the meaning given in section 3 of the Act.

complying substation has the meaning given in section 120L of the Act.

effective date means the date on which this Order is published in the Victoria Government Gazette.

electrical equipment has the meaning given in section 3 of the Act.

exempt polyphase electric line segment means that part or parts of a *polyphase electric line* which is *hybrid underground*, or *wholly underground*, or within structures on or above the surface of the land and specified in the relevant provisions relating to *exempt polyphase electric line segments* in the major electricity company's *accepted bushfire mitigation plan*.

hybrid underground means that part of a major electricity company's *supply network* consisting of cable below the surface of the land, or *electrical equipment*, or cable fixed to structures on or above the surface of the land and specified in the relevant provisions relating to *hybrid underground* in the major electricity company's *accepted bushfire mitigation plan*.

major electricity company has the meaning given in section 3 of the Act.

polyphase electric line has the meaning given in section 120K of the Act.

required capacity has the meaning given in section 120K of the Act.

supply network has the meaning given in section 3 of the Act.

wholly underground means that part of a major electricity company's underground *supply network* that is below the surface of the land.

zone substation means a substation prescribed in Schedule 1 of the **Electricity Safety (Bushfire Mitigation Duties) Regulations 2017**.

3.2 In this Order, unless the context requires otherwise, words denoting the singular include the plural, and vice versa.

4. COMMENCEMENT

This Order takes effect on the date it is published in the Government Gazette.

Dated 29 September 2020

Responsible Minister:

THE HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

CLAIRE CHISHOLM
Clerk of the Executive Council

Emergency Management Act 2013

DECLARATION OF REGIONS

Order in Council

The Governor in Council under section 77A of the **Emergency Management Act 2013** (the Act) declares the regions specified in the Schedule to this Order to be regions for the purposes of the Act (other than Part 7A of the Act). This Order is effective from 30 September 2020, pending publication of this order in the Government Gazette prior to that date.

Dated 29 September 2020




Responsible Minister:



HON LISA NEVILLE MP



Minister for Police and Emergency Services


CLAIRE CHISHOLM
Clerk of the Executive Council

Emergency Management Act 2013
DECLARATION OF REGIONS
SCHEDULE TO THE ORDER IN COUNCIL

Region name	Indicative map	Included municipalities and other areas of Victoria
Loddon Mallee		<ul style="list-style-type: none"> ● Bendigo (municipality) ● Buloke (municipality) ● Campaspe (municipality) ● Central Goldfields (municipality) ● Gannawarra (municipality) ● Loddon (municipality) ● Macedon Ranges (municipality) ● Mildura (municipality) ● Mount Alexander (municipality) ● Swan Hill (municipality)
Grampians		<ul style="list-style-type: none"> ● Ararat (municipality) ● Ballarat (municipality) ● Golden Plains (municipality) ● Hepburn (municipality) ● Hindmarsh (municipality) ● Horsham (municipality) ● Moorabool (municipality) ● Northern Grampians (municipality) ● Pyrenees (municipality) ● West Wimmera (municipality) ● Yarriambiack (municipality)
Barwon South West		<ul style="list-style-type: none"> ● Colac-Otway (municipality) ● Corangamite (municipality) ● Geelong (municipality) ● Glenelg (municipality) ● Moyne (municipality) ● Queenscliff (municipality) ● Southern Grampians (municipality) ● Surf Coast (municipality) ● Warrnambool (municipality) <p>This region also includes an area extending three nautical miles directly out from the respective shores of the above mentioned municipalities (including any unincorporated areas).</p>

Region name	Indicative map	Included municipalities and other areas of Victoria
Hume		<ul style="list-style-type: none"> ● Alpine (municipality) ● Benalla (municipality) ● Indigo (municipality) ● Mansfield (municipality) ● Mitchell (municipality) ● Moira (municipality) ● Murrindindi (municipality) ● Shepparton (municipality) ● Strathbogie (municipality) ● Towong (municipality) ● Wangaratta (municipality) ● Wodonga (municipality) ● Falls Creek (Alpine Resort Management Board) ● Southern (Alpine Resort Management Board) ● Mt Buller & Mt Stirling (Alpine Resort Management Board) ● Mt Hotham (Alpine Resort Management Board)
Gippsland		<ul style="list-style-type: none"> ● Bass Coast (municipality) ● Baw Baw (municipality) ● East Gippsland (municipality) ● Latrobe (municipality) ● South Gippsland (municipality) ● Wellington (municipality) <p>This region also includes an area extending three nautical miles directly out from the respective shores of the above mentioned municipalities (including any unincorporated areas) except for any area which falls within the Southern Metro region.</p>

Region name	Indicative map	Included municipalities and other areas of Victoria
North West Metro		<ul style="list-style-type: none"> ● Banyule (municipality) ● Brimbank (municipality) ● Darebin (municipality) ● Hobsons Bay (municipality) ● Hume (municipality) ● Maribyrnong (municipality) ● Melbourne (municipality) ● Melton (municipality) ● Moonee Valley (municipality) ● Moreland (municipality) ● Nillumbik (municipality) ● Whittlesea (municipality) ● Wyndham (municipality) ● Yarra (municipality) <p>This region also includes an area extending three nautical miles directly out from the respective shores of the above mentioned municipalities (including any unincorporated areas), except for any area within the Barwon South West region.</p>
Eastern Metro		<ul style="list-style-type: none"> ● Boroondara (municipality) ● Knox (municipality) ● Manningham (municipality) ● Maroondah (municipality) ● Monash (municipality) ● Whitehorse (municipality) ● Yarra Ranges (municipality) <p>This region also includes an area extending three nautical miles directly out from the respective shores of the above mentioned municipalities (including any unincorporated areas), except for any area within the North West Metro region.</p>

Region name	Indicative map	Included municipalities and other areas of Victoria
Southern Metro		<ul style="list-style-type: none"> ● Bayside (municipality) ● Cardinia (municipality) ● Casey (municipality) ● Dandenong (municipality) ● Frankston (municipality) ● Glen Eira (municipality) ● Kingston (municipality) ● Mornington Peninsula (municipality) ● Port Phillip (municipality) ● Stonnington (municipality) ● French Island (unincorporated region) <p>This region also includes an area extending three nautical miles out from the respective shores of the above mentioned municipalities (including any unincorporated areas) except for any area which is within the Barwon South West region or the Eastern Metro region.</p>

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from TIMG Bookshop, Level 10, 575 Bourke Street, Melbourne 3000, on the date specified:

- | | | | | | | | | | | | | | |
|-----------------------------|---|-------------------------|---|-------------------------------|-------------------|---------------|-----------------------------|---|-------------------------|--|-------------------------------|-------------------|---------------|
| 98. <i>Statutory Rule:</i> | Supreme Court (Chapters I and II Judicial Registrars, Admission to Legal Profession and Public Notaries Amendment) Rules 2020 | <i>Authorising Act:</i> | Supreme Court Act 1986 | <i>Date first obtainable:</i> | 28 September 2020 | <i>Code A</i> | 101. <i>Statutory Rule:</i> | Building Amendment (Social Housing Building Permit Levy Exemption and Other Matters) Regulations 2020 | <i>Authorising Act:</i> | Building Act 1993 | <i>Date first obtainable:</i> | 29 September 2020 | <i>Code A</i> |
| 99. <i>Statutory Rule:</i> | Public Health and Wellbeing Further Amendment (Infringement Offences) Regulations 2020 | <i>Authorising Act:</i> | Public Health and Wellbeing Act 2008 | <i>Date first obtainable:</i> | 28 September 2020 | <i>Code A</i> | 102. <i>Statutory Rule:</i> | Bus Safety Regulations 2020 | <i>Authorising Act:</i> | Bus Safety Act 2009 | <i>Date first obtainable:</i> | 29 September 2020 | <i>Code D</i> |
| 100. <i>Statutory Rule:</i> | Local Government (Electoral) Further Amendment Regulations 2020 | <i>Authorising Act:</i> | Local Government Act 2020
City of Melbourne Act 2001 | <i>Date first obtainable:</i> | 29 September 2020 | <i>Code A</i> | 103. <i>Statutory Rule:</i> | Transport (Compliance and Miscellaneous) (Ticketing) Further Amendment Regulations 2020 | <i>Authorising Act:</i> | Transport (Compliance and Miscellaneous) Act 1983 | <i>Date first obtainable:</i> | 29 September 2020 | <i>Code A</i> |
| | | <i>Authorising Act:</i> | | <i>Date first obtainable:</i> | | | 104. <i>Statutory Rule:</i> | Transport (Safety Schemes Compliance and Enforcement) (Infringements) Amendment Regulations 2020 | <i>Authorising Act:</i> | Transport (Safety Schemes Compliance and Enforcement) Act 2014 | <i>Date first obtainable:</i> | 29 September 2020 | <i>Code A</i> |

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105. *Statutory Rule:* Road Safety
(Drivers),
(General) and
(Vehicles) Interim
Amendment
Regulations 2020
- Authorising Act:* Road Safety
Act 1986
- Date first obtainable:* 29 September 2020
- Code D*
106. *Statutory Rule:* Occupational
Health and Safety
Amendment
(Workplace
Incidents
Consultative
Committee)
Regulations 2020
- Authorising Act:* Occupational
Health and Safety
Act 2004
- Date first obtainable:* 29 September 2020
- Code A*
107. *Statutory Rule:* COVID-19
Omnibus
(Emergency
Measures)
(Commercial
Leases and
Licences)
Miscellaneous
Amendments
Regulations 2020
- Authorising Act:* COVID-19
Omnibus
(Emergency
Measures)
Act 2020
- Date first obtainable:* 29 September 2020
- Code C*
-

PRICING FOR SPECIAL GAZETTE, PERIODICAL GAZETTE AND VICTORIAN LEGISLATION

Retail price varies according to the number of pages in each Victoria Government Special Gazette, Victoria Government Periodical Gazette and Victorian legislation. The table below sets out the prices that apply.

<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>	<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>
A	1–16	\$4.22	#Z	1407–1470	\$125.60
B	17–32	\$6.33	#ZA	1471–1536	\$131.56
C	33–48	\$8.65	#ZB	1537–1610	\$136.57
D	49–96	\$13.61	#ZC	1611–1666	\$142.32
E	97–144	\$17.51	#ZD	1667–1730	\$147.70
F	145–192	\$20.78	#ZE	1731–1796	\$153.66
G	193–240	\$23.95	#ZF	1797–1860	\$159.20
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