



Victoria Government Gazette

By Authority of Victorian Government Printer

No. G 8 Thursday 24 February 2022

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GENERAL

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As from 24 February 2022

The last Special Gazette was No. 90 dated 23 February 2022.

The last Periodical Gazette was No. 1 dated 9 June 2021.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 8523 4601
between 8.30 am and 5.30 pm Monday to Friday
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
LABOUR DAY HOLIDAY WEEK 2022 (Monday 14 March 2022)**

Please Note:

The Victoria Government Gazette (General) for LABOUR DAY holiday week (G11/22) will be published on **Thursday 17 March 2022**.

Copy Deadlines:

Private Advertisements **9.30 am on Friday 11 March 2022**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 15 March 2022**

Office Hours:

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

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

KIM BURNES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Re: ROULA FILTSOS, deceased, late of 181 Furlong Road, St Albans, Victoria, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 October 2021 at St Albans, Victoria, are required by the trustees, Cristina Charalambous and Phyllis Karaiskos, to send particulars to the trustees, care of Antippa Lawyers of Room 3, Level 5, 2 Collins Street, Melbourne, Victoria by 26 April 2022, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

Re: SOULA KORBAKIS, deceased, late of Unit 2, 120 McMahon Road, Reservoir, Victoria, aged care worker.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 July 2021, at Parkville, Victoria, are required by the trustee, Nicole Korbakis, to send particulars to the trustee, care of Antippa Lawyers of Room 3, Level 5, 2 Collins Street, Melbourne, Victoria, by 27 April 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

KOSOVKA MITRESKA, late of 2 Killara Street, Sunshine West, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 January 2021, are required by the administrator, Kiro Mitreski, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 25 April 2022, after which date the administrator may convey or distribute the assets, having regards only to claims to which he has notice.

Dated 18 February 2022

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

JOAN MARGARET WILKINSON, late of 1997–2005 Malvern Road, Malvern East, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 December 2020, are required by the personal representatives, Robin William Angus, Geoffrey Bruce Mason, Carole Janine Smith and Susan Elizabeth Kaiser, to send particulars to them, care of the undermentioned solicitors, by 26 April 2022, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

Re: NORMA ELEANOR BAYLIE, late of 1295 Frankston Dandenong Road, Carrum Downs, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 November 2021, are required by the trustees, Susan Elizabeth Phillips and Jennifer Anne Grahame, to send particulars to the trustees, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

GABRIEL ANDREW KUNE, deceased, late of 41 Power Street, Toorak, Victoria 3142, Australia.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 October 2021, are required by the executors and trustees, Randall Joshua Kune and Kylie Ann Kune, to send particulars to them, care of the undermentioned solicitors, by 10 July 2022, after which date the executors and trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

FRENKEL PARTNERS LAWYERS,
Level 11, 140 William Street, Melbourne 3000.

Re: NANCIE ISOBEL MOBBS.

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

who died on 13 September 2021, are required by the trustee, Matthew James Sussmilch, care of 2 Bridge Street, Benalla, Victoria, to send particulars to him, care of the undermentioned solicitors, by 29 April 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

HDC LEGAL, solicitors,
2 Bridge Street, Benalla 3672.

Re: PAUL GREGORY RUSSELL, late of 10B Bradford Street, Bentleigh East, Victoria, Australia, retired tennis coach, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 July 2021, are required by the executors of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned solicitors, by 25 April 2022, after which date the executors may convey or distribute the assets, having regard only to the claims for which notice has been received.

Dated 24 February 2022

HDME LAWYERS,
Level 1, 600 St Kilda Road, Melbourne 3004.

Trustee Act 1958

SECTION 33 NOTICE

Notice to Claimants

LORRAINE JOY VEITH, late of 66 Monash Street, Melton South, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 September 2021, 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 24 April 2022, 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: 9641505.

LESTER THOMAS POLLARD, late of Unit 4, 211 Wantirna Road, Ringwood, Victoria 3134, storeman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 September 2021, are required by the personal representative, Yvonne Gladys Dent, to send particulars of such claim to her, care of the undersigned, by 25 April 2022, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which she then has notice.

HUTCHINSON LEGAL,
38 New Street, Ringwood, Victoria 3134.

MARGARET LARAINÉ TYERS, late of Unit 4, 117 Surrey Road, Blackburn, Victoria 3130, nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 May 2020, are required by the personal representatives, Lynette Elizabeth Roberts and Daniel Philip Wilson, to send particulars of such claim to them, care of the undersigned, by 25 April 2022, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

HUTCHINSON LEGAL,
38 New Street, Ringwood, Victoria 3134.

GLADYS JOYCE MURRAY, late of 36–42 Specimen Hill, Golden Square, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 18 August 2021, are required by Douglas Charles Murray, Carolyn Margaret Murray and Pamela Joy Bush, the executors of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned address, by 25 April 2022, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

J. A. MIDDLEMIS, barrister and solicitor,
30 Myers Street, Bendigo, Victoria 3550.

Re: Estate of LORETTA CATHERINE BARRY, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of LORETTA CATHERINE BARRY, late of Jacaranda Lodge, 5 Monash Avenue, Nyah West, in the State of Victoria, retired, deceased, who died on 19 November 2021, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 28 April 2022, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

JOLIMAN LAWYERS,
42 McCallum Street, Swan Hill, Victoria 3585.

Re: Estate of JOSEPHINE MARGARET LANYON, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of JOSEPHINE MARGARET LANYON, late of Boort District Health, 31 Kiniry Street, Boort, in the State of Victoria, home duties, deceased, who died on 16 December 2021, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 28 April 2022, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

JOLIMAN LAWYERS,
42 McCallum Street, Swan Hill, Victoria 3585.

Re: Estate of TREVOR CHARLES TREGENZA, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of TREVOR CHARLES TREGENZA, late of 5 Stewart Street, Swan Hill, in the State of Victoria, financial planner, deceased, who died on 20 January 2021, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 28 April 2022, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

JOLIMAN LAWYERS,
42 McCallum Street, Swan Hill, Victoria 3585.

Re: Estate of ROSALIND MARGARET WELSH, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ROSALIND MARGARET WELSH, in the Will called Rosalind Margaret Bartlett, late of Alan David Lodge, 382 Torquay Road, Grovedale, in the State of Victoria, retired, deceased, who died on 18 July 2021, are to send particulars of their claim to the executor, care of the undermentioned legal practitioners, by 28 April 2022, after which the executor will distribute the assets, having regard only to the claims of which they then have notice.

JOLIMAN LAWYERS,
42 McCallum Street, Swan Hill, Victoria 3585.

MARGARET RUTH PERKINS, late of 5 Clapham Street, Thornbury, Victoria 3071, conservator, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 21 September 2021, are required by the administrator, Judith Mary Hill, care of Ground Floor, 290 Maroondah Highway, Healesville, Victoria 3777, to send particulars of their claims to her by 24 April 2022, after which date the administrator may convey or distribute the assets and distribute the estate, having regard only to the claims of which the administrator has notice. Letters of Administration was granted in Victoria on 28 January 2022.

Trustee Act 1958
Second Schedule

JACOB HERMAN BORGMAN, late of 1 Mitchells Road, Moe, Victoria 3825, Security Guard.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 March 2021, are required by the trustee, Dale Leigh Borgman, care of KLR Legal Services Pty Ltd, of 398 Belgrave–Gembrook Road, Emerald, Victoria 3782, to send particulars to him by 24 May 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims which he then has notice.

Dated 24 February 2022

Re: Estate of JEREMIAH NOEL O'NEILL, deceased, late of 3-7 Patty Street, Mentone, Victoria 3194.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 September 2021, are required by the executors of the estate, Ellen Doreen Thompson and George Thompson, to send particulars of their claims to them, care of the undermentioned solicitors, within two months of the date of this notice, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

KALUS KENNY INTELEX,
Level 1, 4 Riverside Quay,
Southbank, Victoria 3006.

VALERIE GOLDING, late of 177 Jells Road, Wheelers Hill, Victoria 3150, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 9 October 2021, are required by the executor, Darren James Kerr, to send particulars of their claims to him, care of the undermentioned lawyers, by 25 April 2022, after which date the executor may convey or distribute the estate, having regard only to the claims of which he then has notice.

LOBB & KERR LAWYERS,
262 Stephensons Road,
Mount Waverley, Victoria 3149.
legal@lobbkerr.com.au

Estate of PETER JULIAN LUCAS, late of 71 Bayview Crescent, The Basin, Victoria, firefighter, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the above deceased, who died on 28 November 2021, are required by David Gregory Lucas, the executor of the estate of the deceased, to send particulars of any such claims to him, care of the undermentioned solicitors, by 31 May 2022, after which date the executor may convey or distribute the assets of the estate, having regard only to the claims of which he has notice.

McDONALD MURHOLME,
Level 6, 60 Collins Street,
Melbourne, Victoria 3000.
Ref: 58631.

**NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958**

CHRISTINE MARY CRITCHLEY, late of 18 Boyce Avenue, Briar Hill, Victoria 3088, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 July 2021, are required by the executors of the estate, Tania Van Der Velden and Sonia Farrelly, to send particulars of their claims to them, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

MW LAW, Greensborough,
65 Main Street, Greensborough, Victoria 3088.
Ph: 03 9435 3811.
Email: molly@mwlaw.com.au

**NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958**

JUNE EVELYN NICKSON, late of 15 Poulson Street, Carrum, Victoria 3197.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 May 2021, are required by the executors of the estate, Paul Reginald Mitchell and Carlene Elizabeth Mitchell, to send particulars of their claims to them, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

MW LAW, Greensborough,
65 Main Street, Greensborough, Victoria 3088.
Ph: 03 9435 3811.
Email: molly@mwlaw.com.au

**NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958**

NEIL THOMAS PEPPER, late of 15 Downey Drive, Doreen, Victoria 3197, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 June 2020, are required by the executrix of the estate, Belinda Louise Woodhouse, to send particulars of their claims to her, care of the undermentioned solicitors, within

60 days from the publication hereof, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

MW LAW, Greensborough,
65 Main Street, Greensborough, Victoria 3088.
Ph: 03 9435 3811.
Email: molly@mwlaw.com.au

ALISON MARGARET JOHNSON, late of 36 Haversham Avenue, Wheelers Hill, Victoria, civil servant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 July 2020, are required by the trustees, David Christopher Johnson of 23 Park Boulevard, Pakenham, Victoria, environmental health officer and Catherine Anne James of 4 Parish Court, Narre Warren, Victoria, pensioner, to send particulars of their claims to them, care of the undersigned, by 24 April 2022, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

MACPHERSON KELLEY PTY LTD,
Level 7, 600 Bourke Street, Melbourne 3000.

BRUCE WILLIAM MORRISON, late of 71 Wright Street, Middle Park, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 November 2020, are required by the executor of his estate, Jennifer Louise Brett, care of Mills Oakley, Level 6, 530 Collins Street, Melbourne, Victoria, to send particulars to her, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor then has notice.

MILLS OAKLEY,
Level 6, 530 Collins Street, Melbourne 3000.
tpalmer@millsoakley.com.au

Re: IAN CRAINE RAMSAY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 April 2021, are required by the

legal representative, Patricia Kathleen Ramsay, to send particulars to the legal representative, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria by 30 April 2022, after which date the legal representative may convey or distribute the assets, having regard only to the claims of which the legal representative has notice.

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

Re: Estate of BARRY LINDEN ELDERFIELD, deceased, late of 80 Research-Warrandyte Road, Research, Victoria 3095.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 2 December 2021, are required by the executor of the estate, Brett Linden Elderfield, to send particulars of their claims to him, care of the undermentioned solicitors, by 24 April 2022, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

PARKE LAWYERS,
8 Market Street, Ringwood, Victoria 3134.

Creditors, next-of-kin and others having claims against the estate of JANET MARGARET BOWEN, late of 4/283 Dorset Road, Boronia, in the State of Victoria, retired, deceased, who died on 21 July 2021, are required to send particulars of the claims to the executor, Fely Dominique Euros Bowen, care of the undermentioned solicitor, by 1 May 2022, after which date she will distribute the estate of the deceased, having regard only to the claims of which she then has notice.

PETER GARDINER, solicitor,
Office 1, 2 Colin Avenue, Warrandyte 3113.

Creditors, next-of-kin and others having claims in respect of the estate of KRYSTYNA WIERZBICKI, deceased, late of 18 Maud Street, Ormond, Victoria, pensioner, who died on 29 September 2021, are required by the executor to send particulars of such claims to them, care of the undermentioned solicitors, by 29 April 2022, after which date the executor will convey

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

PIETRZAK SOLICITORS,
832 High Street, Kew East, Victoria 3102.

Re: JOSEPHINE RUSSO, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 November 2021, are required by the trustees, Thomas John Russo and Theresa Virgona, to send particulars of such claims to them, in care of the below mentioned lawyers, by 21 April 2022, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: Estate of PRUDENCE THERESA MCCOLL, late of 47 Oswin Street, Kew East, Victoria 3102.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 July 2021, are required by the trustees, Zoe Rebecca McColl Wilson and Jessie Sarah McColl Schmidl, to send particulars to the trustees, care of their undermentioned lawyers, by 26 April 2022, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

ROBERTS GRAY LAWYERS,
The Dome L14, 333 Collins Street,
Melbourne, Victoria 3000.
Ref: GD. Ph: 96422666.

Re: GREGORY AQUINAS JACKSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 June 2021, are required by the trustee, Shannon Patrick Jackson, to send particulars to the trustee, care of the solicitors named below, by 25 April 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

GWENNETH LORRAINE HULL, late of Trinity Manor, 10–14 Pretoria Street, Deepdene, Victoria, nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 September 2021, are required by the trustee, Derrick Michael Hull, to send particulars of their claims to the undermentioned firm, 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. Probate was granted in Victoria on 23 December 2021.

SALLY E. ANGELL, lawyers,
PO Box 1070G, Balwyn North, Victoria 3104.
Ph: 03 9857 6458.

JOY PATRICIA SECCOMBE, late of Trinity Manor, 10–14 Pretoria Street, Balwyn, Victoria, Industrial Chemist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 14 November 2021, are required by the trustees, Catherine Elizabeth Seccombe and Patricia Jane Seccombe, to send particulars of their claims to the undermentioned firm, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 24 December 2021.

SALLY E. ANGELL, lawyers,
PO Box 1070G, Balwyn North, Victoria 3104.
Ph: 03 9857 6458.

ELAINE HUNTER MOORE, late of 14 Gibbs Road, Yarra Glen, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 April 2020, are required by Ian Redvers Maclaine Morrison, the administrator of the estate of the deceased, to send particulars to the undermentioned solicitors by 12 April 2022, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

T. F. GRUNDY LAWYER,
Level 1, 530 Little Collins Street,
Melbourne, Victoria 3000.

Re: GLADYS HALE, late of 15 Miller Street, Highett, Victoria 3190, housewife, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 December 2021, are required by the executor, Maureen Manion, to send particulars to her, care of the undermentioned solicitors, by 29 April 2022, after which date the executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

Re: KATHLYN MAE LUSCH, late of The Gables Residential Aged Care Facility, 629 Riversdale Road, Camberwell, Victoria 3124, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 December 2021, are required by the executors, Jeanette Sandra Aminde and Thomas Claude Lusch, to send particulars to them, care of the undermentioned solicitors, by 2 May 2022, after which date the executors may convey and distribute the assets, having regard only to the claims of which they then have notice.

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

Re: STANLEY ROBERT RHOOK, late of 1A The Avenue, Malvern East, Victoria 3145, advertising executive, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 December 2021, are required by the executor, Kelly Anne Peele, to send particulars to her, care of the undermentioned solicitors, by 29 April 2022, after which date the executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

JOHN BARRY DIXON, late of 604, 78 Eastern Road, South Melbourne, Victoria 3205.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 November 2021, are required by the legal personal representatives, Ty Justyn Brierley and Joshua Avraham Diamond of Ground Floor to Level 3, 245 St Kilda Road, St Kilda, Victoria 3182, to send particulars to them by 28 April 2022, after which the legal personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

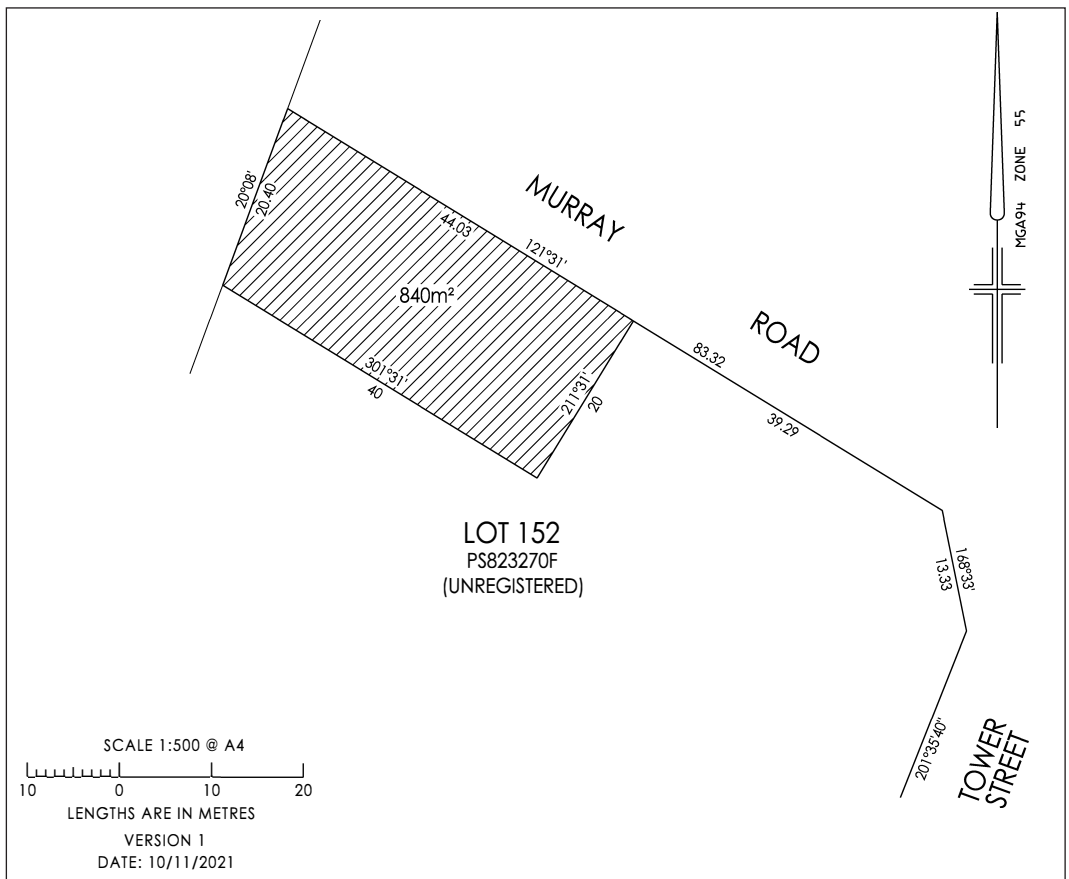
Dated 24 February 2022

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**



ROAD DISCONTINUANCE

At its meeting on 7 February 2022 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989**, Melton City Council resolved to discontinue part of the road known as Murray Road, Thornhill Park, shown hatched on the plan below, being part of the land contained in Certificate of Title Volume 9829 Folio 174.



ROSLYN WAI
Chief Executive Officer
Melton City Council



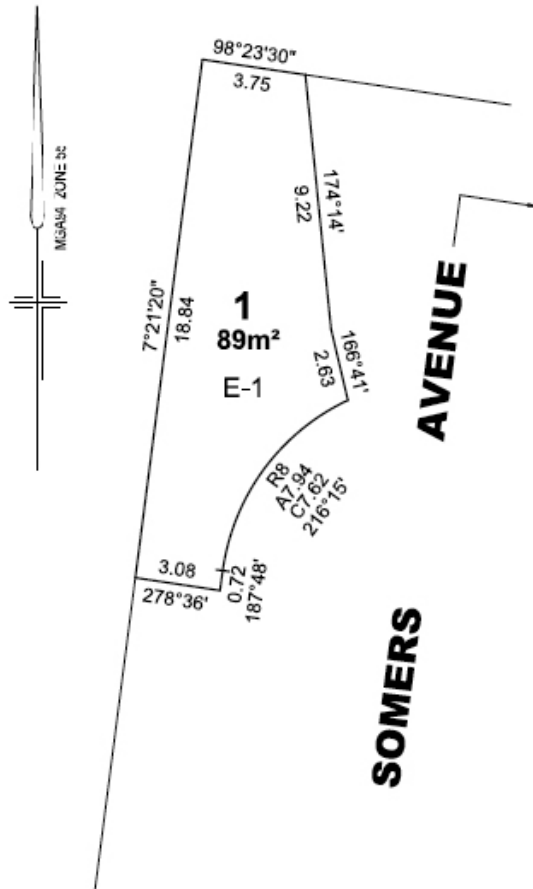
City of
STONNINGTON

ROAD DISCONTINUANCE

At its meeting on 4 October 2021 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989**, Stonnington City Council resolved to discontinue the road adjoining 15–17 Somers Avenue, Malvern, being part of the land contained in Certificate of Title Volume 5931 Folio 127 and shown marked as lot 1 on the plan below (Road).

The Road is to be sold subject to any right, power or interest held by:

1. Yarra Valley Water Corporation over whole of the Road in connection with any sewers, drains or pipes under the control of that authority; and
2. United Energy Distribution Pty Ltd over the whole of the Road in connection with any wires or cables under the control of that authority.



JACQUI WEATHERILL
Chief Executive Officer
Stonnington City Council



ORDER MADE PURSUANT TO THE
DOMESTIC ANIMALS ACT 1994 SECTION 25 AND 26

Passed by Council Resolution, 15 February 2022

This Order revokes all previous Orders of Council by Mount Alexander Shire Council made under the **Domestic Animals Act 1994**.

In accordance with the **Domestic Animals Act 1994** from 15 February 2022 dogs and cats are to be controlled in the following manner at all time:

Pursuant to section 25 cats within the municipality are to be controlled:

Cat Curfew

All cats within the municipality must be securely confined to their owners' premises between the hours of sunset to sunrise.

Pursuant to section 26(2) dogs and cats within the municipality are to be controlled:

On-Leash

The person in control of any dog must keep the dog in effective control by means of a chain, cord, or leash held by the person and attached to the dog while the dog is in:

- all **roads*** in the areas of Campbells Creek, Castlemaine, Chewton, and Maldon prescribed in Schedule 1; and
- the Castlemaine Botanical Garden; and
- all other parks and reserves:
 - between sunset to 6 am; and
 - when park maintenance is being performed; and
- the principal location of an organised public meeting, sporting or community event, or festival when occurring or being prepared for; and
- within five metres of a permanent barbeque or picnic area when in use; and
- at any place where Council has placed signs indicating that dogs must be on a lead.

***Roads** as the meaning is ascribed to it in the **Local Government Act 1989**.

A person may exercise a cat in a public place but must keep the cat on a chain, cord, or leash held by the person attached to the cat at all times.

Off-Leash

With the exception of the above, a dog may be exercised off-lead providing the person in control actively supervises the dog and maintains a clear and unobstructed view of the dog at all times, and:

- carries a chain, cord or leash sufficient to bring the dog under effective control if the dog behaves in a manner which threatens any person or animal; or
- remains in effective voice or hand control of the dog so as to be able to bring the dog under effective control by placing the dog on a chain, cord, or leash if that becomes necessary; or
- is in a prescribed dog park and places the dog on-lead when exiting the park.

Prohibited areas

Dogs are prohibited at all times:

- within five metres of any playground;

- from the playing surfaces of the following:
 - Camp Reserve Oval Castlemaine,
 - Castlemaine War Memorial Stadium,
 - Western Reserve Oval Castlemaine,
 - Elsie Palmer Field Oval Castlemaine,
 - Doug Powell Oval Castlemaine,
 - Wesley Hill Recreation Reserve Castlemaine,
 - Campbells Creek Recreation Reserve Oval,
 - Chewton Soldiers Memorial Park Oval,
 - John Powell Recreation Reserve Oval Guildford,
 - Harcourt Recreation Reserve and Leisure Centre Oval,
 - Cricket Ground and Recreation Reserve Oval Newstead,
 - Bill Woodfull Reserve Oval Maldon,
 - Public Recreation Reserve Station Oval Taradale, and
- at any place where Council has placed signs indicating that dogs are prohibited.

Pursuant to section 26(2A) dogs within the municipality are to be controlled:

By Agreement with owner of private land

The person in control of any dog must keep the dog in effective control by means of a chain, cord, or leash held by the person and attached to the dog while the dog is on:

- 149 Duke Street, Castlemaine (Wesley Hill Market).

Pursuant to section 26(4) a condition as to the means of restraint of a dog does not apply to a dog in any circumstances listed in section 20(2).

Exemptions to Order of Council

A dog that is an Assistant Animal within the meaning of the **Disability Discrimination Act 1992** (Cth) that is under the effective control of the handler/patient.

A dog may be temporarily tethered to a post or pole on a short leash or chain while the person in control of the dog conducts a short-term activity provided the dog's behaviour is monitored and immediate action is taken to bring the dog under control.

An Authorised Officer may temporarily suspend or amend a provision of this Order for the purposes of facilitating a planned event or in an emergency.

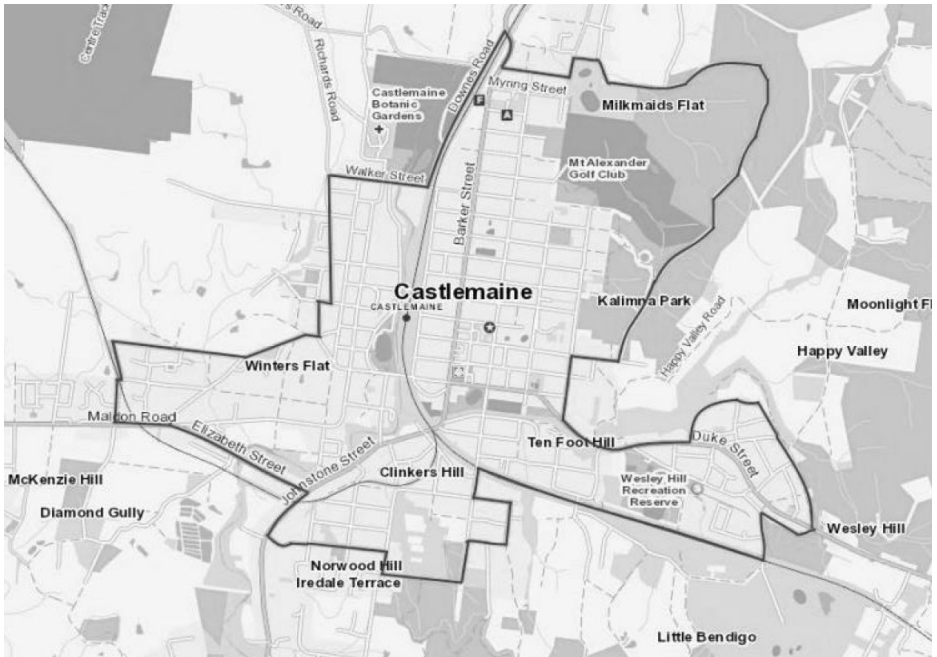
Prescribed Dog Parks

The following has a prescribed off-leash dog park:

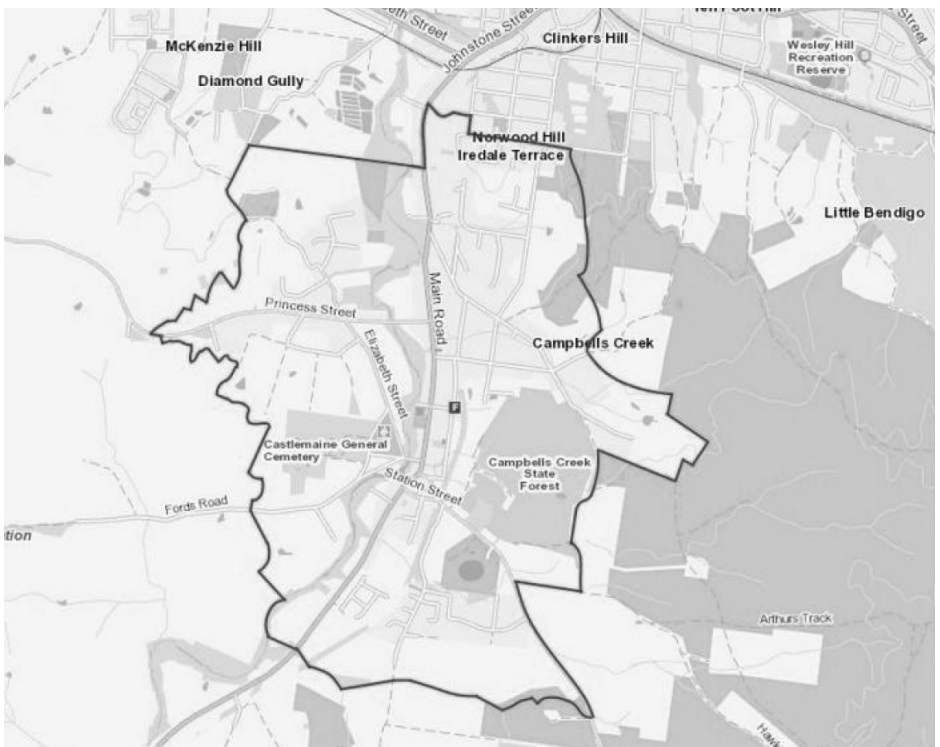
- Wesley Hill Dog Park, Wesley Hill Recreation Reserve.

Schedule 1: Maps of prescribed on-leash areas

Castlemaine prescribed on-leash area



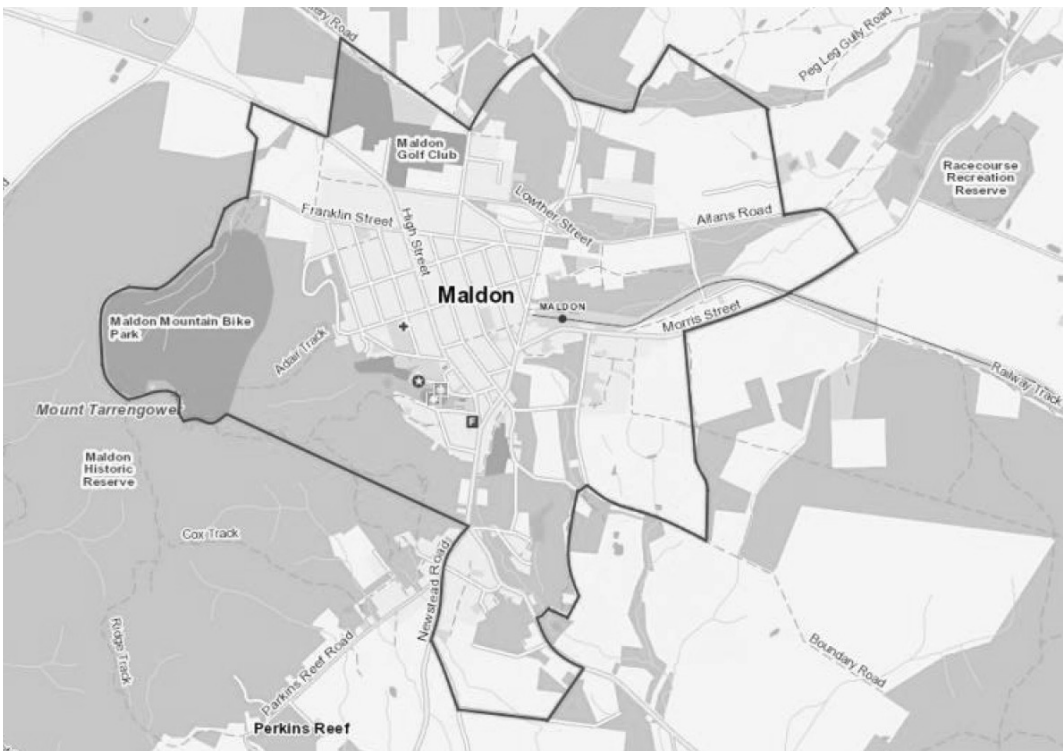
Campbells Creek prescribed on-leash area



Chewton prescribed on-leash area



Maldon prescribed on-leash area





Rural City of
Wangaratta

ORDER MADE UNDER SECTION 26(2) OF THE
DOMESTIC ANIMALS ACT 1994

The Rural City of Wangaratta seeks to make an Order pursuant to section 26(2) of the **Domestic Animals Act 1994**.

Order for the Control of Dogs

- (1) A person must not bring or permit a dog to be brought into a public place unless the dog is under the person's **effective control**.
- (1A) A dog is not regarded as being under **effective control** unless:
 - (a) the owner is physically able to bring the dog under control by the means of a leash, chain or cord in a public place or other areas as designated; or
 - (b) the dog is tethered to a fixed object and is under the continuous supervision of a person who is physically able to control the dog; or
 - (c) the dog is participating in an obedience trial, or training for an obedience trial, under the supervision of an organisation recognised by local government for the purposes of this section; or
 - (d) the dog is being exhibited at an exhibition under the supervision of an organisation recognised by local government for the purposes of this section.
- (2) When in a designated off-leash area, an owner must bring their dog under **effective control**:
 - (a) within 10 metres of:
 - i. any playground or children's play equipment,
 - ii. the principal location of an **organised sporting** or community event or festival as determined by council,
 - iii. the principal location of an organised public meeting, or
 - iv. stock in council-owned, leased areas, which includes fire trails when stock is being used for fire prevention activities.
 - (b) within 5 metres of:
 - i. a permanent barbecue or picnic area when in use.
 - (c) on other sites including:
 - i. public viewing areas at organised sporting event;
 - ii. any area or **organised event** designated by council, e.g. Wangaratta Jazz Festival, Anzac Day commemorations, Australia Day Events, public concerts, etc.;
 - iii. unless otherwise signposted.
- (3) Dogs are prohibited from the following areas at all times:
 - inside all public gated and/or secured playgrounds;
 - within 5 metres of open playgrounds with equipment and soft fall area;
 - on any sports ground/playing field at any time during a scheduled event/game/match; including but not limited to W. J. Findlay Oval, Norm Minns Oval, Wangaratta Barr Reserve, North Wangaratta Recreation Reserve, Wangaratta Athletics Track, North Wangaratta Recreation Reserve, Targoora Park; and
 - any area designated by council as environmentally sensitive, or any event designated by council as being a pet-free event.

- (4) All dogs must be under **effective control** at all times unless in a designated park or reserve or other designated off-leash gated or ungated dog park where a dog may be exercised off a leash if:
- a dog/s is accompanied by a competent person in an area declared to be an off-leash area by a declaration under this section (but only if the total number of dogs that the person is accompanied by, or has control of, does not exceed 4 dogs;
 - the owner carries a leash, chain, cord or similar not exceeding 1.5 metres in length so as the dog/s can be brought under effective control if it is behaving in a manner which threatens or causes a nuisance to any person or animal; and
 - the owner is within 25 metres and has a clear unobstructed view of the dog/s at all times.
- (5) This section does not apply to:
- an approved dog belonging to a primary producer or stockman that is engaged in the droving, tending or working stock; or
 - a police dog; or
 - a corrective service dog.
- (6) Designated off-leash areas are subject to change as the municipality develops. Accordingly, the Rural City of Wangaratta Chief Executive Officer has the power to amend, remove or add new sites and they will be listed in Schedule 1.

In this Order:

Designated Reserve/Park means any reserve determined or posted by council, whether or not delineated by a sign, as set out at Schedule 1.

Effective control means placing a leash, chain, cord or similar not exceeding 1.5 metres in length on a dog and held by the owner.

Organised meeting means a planned community meeting during a nominated period of time, to undertake such an activity under licence, agreement or casual use agreement or Local Laws permit with Council.

Organised sporting event is a planned training session or competition session or similar where the ground, field, court or similar is required for a nominated period of time to undertake such an activity under a seasonal licence, agreement or casual-use agreement with Council.

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

Public place has the same meaning as described in the **Summary Offences Act 1996**.

Schedule 1 sets out areas within the municipality which are designated as being off-leash areas.

SCHEDULE 1

The following areas are proposed designated as off-leash areas.

Number	Designated Off-Leash Location/Area Name	Notes	Date Added	Date Amended
1.	Reserve, Willow Park	Corner of Williams Road and Willow Drive, Wangaratta ending adjacent to Cooba Court		
2.	Collyn-Dale Drive parkland	Land between the rear of residential housing in Collyn-Dale Drive, Wangaratta and the pathway adjacent to the creek and bounded by Colleen Court to the south and Red Gum Way to the north		
3.	Reserve, South Wangaratta Sporting grounds	Land bounded by Shanley Street to the south, Fifteen Mile Creek to the west, bollards adjacent to sporting ovals to the east and fence to the north.		
4.	Reserve, Creek View End	Mowed area bounded by Edwards Street (south), native planting site (bush reserve) (west), Creek View End (east and north)		
5.	Mitchell Avenue Dog Park	Fenced area of Mitchell Avenue identified as the Mitchell Avenue Dog Park		
6.	Targoora Park	Mowed area bounded by fence line to the west and Wangaratta-Whitfield Road, Wangaratta, to the east		
7.	Northern Beaches	Nature reserve bordered by a shared path in the south and Ovens River in the east, west and north.		
8.	The localities of	Archerton (part), Bobinawarrah, Boorhaman, Boorhaman East, Boorhaman North, Boralma, Boweya, Bowmans Forest, Bowser, Byawatha, Carboor, Cheshunt, Cheshunt South, Docker, Dockers Plains, Edi, Edi Upper, Eldorado, Everton, Everton Upper, Glenrowan (part), Greta, Greta South, Greta West, Hansonville, Killawarra, King Valley, Laceby, Londrigan, Markwood, Meadow Creek, Milawa, Moyhu, Murrungee, Myrree (part), Oxley, Oxley Flats, Peechelba (part), Peechelba East, Rose River, Springhurst, Tarrawingee, Tolmie (part), Upper Lurg (part), Wabonga, Whitfield, Whitlands, Whorouly, Whorouly East and Whorouly South.		

Dated 7 February 2022

BRENDAN McGRATH
Chief Executive Officer – Rural City of Wangaratta



Planning and Environment Act 1987

BRIMBANK PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C227brim

The Brimbank City Council has prepared Amendment C227brim to the Brimbank Planning Scheme.

The land affected by the Amendment is 2 Wright Street, Sunshine.

The Amendment seeks to implement the recommendations of the 'Sunshine Barley Terminal Silos – Heritage Citation (March 2021)' and apply a Heritage Overlay (HO152) to the land at 2 Wright Street, Sunshine. The proposed Heritage Overlay will identify the curtilage area of the site occupied by the Sunshine Barley Terminal Silos as having local heritage significance.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the Brimbank City Council website, <https://www.brimbank.vic.gov.au/building-and-planning/strategic-planning-and-development/planning-scheme-amendments>; during office hours at the office of the planning authority, Brimbank City Council, 301 Hampshire Road, Sunshine (subject to COVID-19 restrictions); or at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend and/or watch Council meetings and any public hearing held to consider submissions. The closing date for submissions is close of business 25 March 2022. A submission must be sent to the

Brimbank City Council, Strategic Planning Unit, PO Box 70, Sunshine, Victoria 3020 or by email to strategicplanning@brimbank.vic.gov.au

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

KELVIN WALSH
Director City Development

Planning and Environment Act 1987

MORNINGTON PENINSULA PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C270morn

The Mornington Peninsula Shire Council has prepared Amendment C270morn to the Mornington Peninsula Planning Scheme.

The land affected by the Amendment is all land zoned Special Use Zone 2 (SUZ2) that is located outside of the Urban Growth Boundary (UGB). The specific sites are:

- Site 1: 60–70 Kuyung Road, Mount Eliza (former Melbourne Business School, Mount Eliza Campus)
- Site 2: the area known as 'Sunnyside Beach off Sunnyside Road Mount Eliza'
- Site 3: 50A McGregor Avenue, Mount Martha
- Site 4: 60 Hearn Road, Mount Martha
- Site 5: 19 Tallis Drive, Mornington (Mornington Golf Course)
- Site 6: 46 London Bridge Road, Portsea (Portsea Golf Course)
- Site 7: 35 Sunnyside Road, Mount Eliza (Manyung Recreation Camp)
- Site 8: 3875 Point Nepean Road (Point Nepean National Park)
- Site 9: 74–76 Marine Parade, Shoreham (Mentone Grammar camp)
- Site 10: 62 Oakbank Road, Mornington (Padua College).

The Amendment proposes to make the following changes to the Mornington Peninsula Planning Scheme to protect the Mornington Peninsula Green Wedge from inappropriate development:

- Rezone Sites 1, 3, 4, 5 and 6 from the Special Use Zone – Schedule 2 (SUZ2) to the Green Wedge Zone – Schedule 3 (GWZ3).
- Rezone Site 7 from the Special Use Zone – Schedule 2 (SUZ2) to Public Park and Recreation Zone (PPRZ).
- Rezone Site 2 and 8 from the Special Use Zone – Schedule 2 (SUZ2) to Public Conservation and Resource Zone (PCRZ).
- Delete reference to the following from the Schedule to Clause 51.02 (Metropolitan Green Wedge Land: Core Provisions):
 - Special Use Zone 2, Monash/Mount Eliza Business School, Kunyung Road, Mount Eliza (Site 1) – to ensure consistency with the purpose of the new GWZ3
 - Special Use Zone 2, Sport and Recreation Victoria State Sailing Centre (Camp Manyung) Sunnyside Road, Mornington (Site 7)
 - Special Use Zone 2, Mentone Grammar School, south-west corner Marine Parade and Nelson Street, Shoreham (Site 9)
 - Special Use Zone 2, Padua Catholic College, Oakbank Road, Mornington (Site 10).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the Mornington Peninsula Shire's website at www.mornpen.vic.gov.au/Building-Planning/Strategic-Planning/Planning-Scheme-Amendments; during office hours, at the offices of the planning authority: 90 Besgrove Street, Rosebud, Victoria 3939 (Rosebud Office); 2 Queen Street, Mornington, Victoria 3931 (Mornington Office); 21 Marine Parade, Hastings, Victoria 3915 (Hastings Office); or at the Department of Environment, Land, Water and Planning website, www.planning.vic.gov.au/public-inspection

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

submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions.

The closing date for submissions is Friday 8 April 2022 at 5 pm. A submission must be sent to Mornington Peninsula Shire by: online form (preferred) – visit www.mornpen.vic.gov.au/Building-Planning/Strategic-Planning/Planning-Scheme-Amendments; email at strategic.admin@mornpen.vic.gov.au – please use 'Amendment C270morn – submission' in the email subject line; or mail – Team Leader Strategic Planning, Mornington Peninsula Shire, Private Bag 1000, Rosebud, Victoria 3939.

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

CLAIRE DOUGALL
Team Leader, Strategic Planning

Planning and Environment Act 1987

MORNINGTON PENINSULA PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C271morn

The Mornington Peninsula Shire Council has prepared Amendment C271morn to the Mornington Peninsula Planning Scheme.

Land affected by the Amendment is located in the townships of Hastings, Tyabb, Bittern, Crib Point, Balnarring and Balnarring Beach, Flinders, Red Hill and Red Hill South, Somers, Merricks and Merricks Beach, Point Leo and Shoreham.

The Amendment proposes to implement key directions of the Western Port Coastal Villages and Surrounding Settlements Strategy (Mornington Peninsula Shire, 2019). Specifically, the Amendment:

- introduces a new Schedule 6 to the Erosion Management Overlay (EMO6), applies it

to areas identified as subject to an ‘erosion hazard’, and amends the application of existing Schedules 4 (EMO4) and 5 (EMO5) to the Erosion Management Overlay;

- amends the existing Schedule 2 to the Significant Landscape Overlay (SLO2) and applies it to areas identified as ‘foreshore’ land in Balnarring, Crib Point, Bittern and Hastings;
- introduces new Schedules 2, 3 and 4 to the Land Subject to Inundation Overlay (LSIO2, LSIO3 and LSIO4) and applies it to land along Western Port Bay;
- introduces new Schedules 54, 55, 56 and 57 to the Design and Development Overlay (DDO54, DDO55, DDO56 and DDO57) and applies it to commercial land in Balnarring, Bittern, Red Hill and Tyabb;
- introduces new Schedule 59 to the Design and Development Overlay (DDO59) and applies it to industrial and commercial land in Hastings, Tyabb and Balnarring;
- introduces new Schedule 60 to the Design and Development Overlay (DDO60) and applies it to Industrial 3 Zone (INZ3) land in Disney Street, Bittern;
- introduces new Schedule 61 to the Design and Development Overlay (DDO61) and applies it to the Tyabb and Hastings Business Parks;
- updates existing Schedules 14 and 15 to the Design and Development Overlay (DDO14 and DDO15);
- deletes Schedule 4 to the Development Plan Overlay (DPO4) currently applying to land in the Balnarring Town Centre from the Planning Scheme;
- removes Schedule 2 to the Design and Development Overlay (DDO2) from Commercial 1 Zone (C1Z) and Commercial 2 Zone (C2Z) land in Balnarring;
- amends Clause 11.03-L-01 – Activity Centres – Mornington Peninsula;
- amends the Schedule to Clause 72.03 – what does this planning scheme consist of?;
- amends the Schedule to Clause 72.08 – Background Documents.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at: Mornington Peninsula Shire

Council, www.mornpen.vic.gov.au; during office hours at the below offices of the planning authority, Mornington Peninsula Shire Council: Hastings office – 21 Marine Parade, Hastings; Mornington office – 2 Queen Street, Mornington; Rosebud office – 90 Besgrove Street, Rosebud; at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Friday 22 April 2022 at 5 pm.

A submission must be sent to the Mornington Peninsula Shire Council by: online form (preferred): visit <https://www.mornpen.vic.gov.au/Building-Planning/Strategic-Planning/Planning-Scheme-Amendments>; email: strategic.admin@mornpen.vic.gov.au; please use ‘Amendment C271morn – submission’ in the email subject line; mail: Team Leader Strategic Planning – Mornington Peninsula Shire, Private Bag 1000, Rosebud, Victoria 3939.

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

CLAIRE DOUGALL
Team Leader, Strategic Planning

Planning and Environment Act 1987

MORNINGTON PENINSULA PLANNING SCHEME

Notice of the Preparation of an Amendment

Amendment C282morn

The Mornington Peninsula Shire Council has prepared Amendment C282morn to the Mornington Peninsula Planning Scheme.

The land affected by the Amendment is Commercial 1 Zone (C1Z) land in Crib Point at 182–210 Stony Point Road and 141–149 Disney Street.

The Amendment proposes to implement recommendations from the Crib Point Township Plan Refresh (Mornington Peninsula Shire, 2021) and Western Port Coastal Villages and Surrounding Settlements Strategy (Mornington Peninsula Shire, 2019) by:

- updating objectives and requirements of the existing Schedule 21 to the Design and Development Overlay (DDO21 – Crib Point Town Centre) which currently applies to land at 182–20 Stony Point Road, Crib Point; and
- applying the updated DDO21 to land at 141–149 Disney Street, Crib Point.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at: Mornington Peninsula Shire Council, www.mornpen.vic.gov.au; during office hours, at the below offices of the planning authority, Mornington Peninsula Shire Council: Hastings office – 21 Marine Parade, Hastings; Mornington office – 2 Queen Street, Mornington; Rosebud office – 90 Besgrove Street, Rosebud; at the Department of Environment, Land, Water and Planning website, at www.delwp.vic.gov.au/public-inspections

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Friday 22 April 2022 at 5 pm.

A submission must be sent to the Mornington Peninsula Shire Council by: online form (preferred): visit www.mornpen.vic.gov.au/Building-Planning/Strategic-Planning/Planning-Scheme-Amendments; email: strategic.admin@mornpen.vic.gov.au; please use 'Amendment C282morn – submission'

in the email subject line; mail: Team Leader Strategic Planning, Mornington Peninsula Shire, Private Bag 1000, Rosebud, Victoria 3939.

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

CLAIRE DOUGALL
Team Leader, Strategic Planning

Planning and Environment Act 1987
MELBOURNE PLANNING SCHEME

Notice of the Preparation of Amendment C405melb

The City of Melbourne has prepared Amendment C405 to the Melbourne Planning Scheme.

The Amendment applies to selected properties in the area of Carlton shown in Figure 1 and to the Punt Road Oval and a small section of Yarra Park to the southeast of the Punt Road Oval in East Melbourne shown in Figure 2. This includes selected properties in the study area of the *Carlton Heritage Review November 2021*, Lincoln and University Squares and all land within the HO1 Carlton Precinct Heritage Overlay shown in Figure 1.

For ease of reference, the way individual properties are affected is described in Attachment 1 to the explanatory report. Note that for properties within HO1 Carlton Precinct, the Statement of Significance for this precinct is being revised. Details on how to access the Amendment documents are included below.

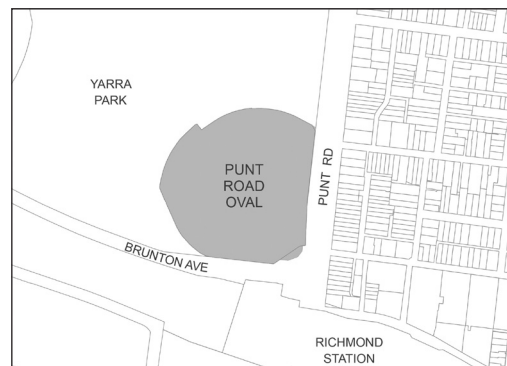
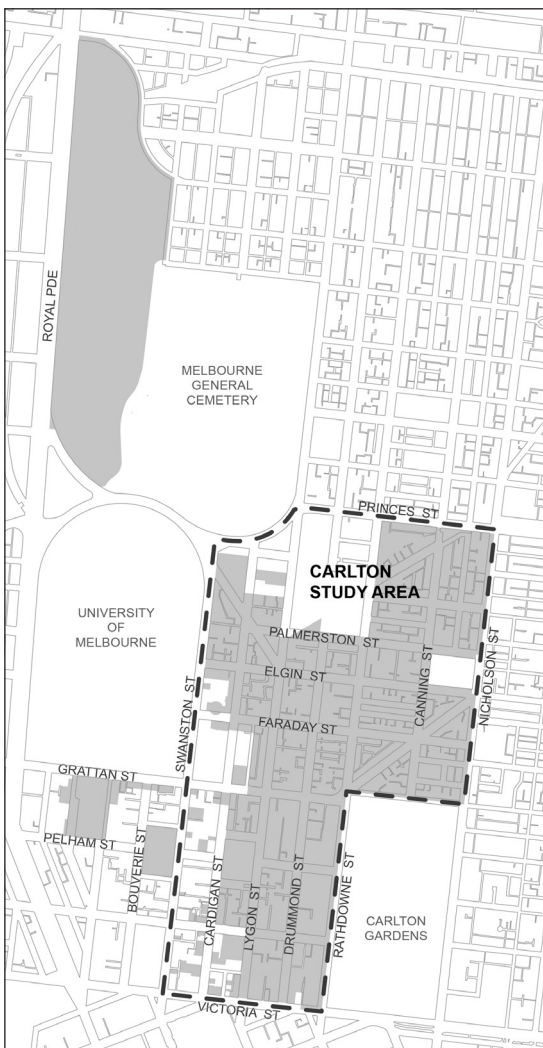


Figure 2 (above): Land affected in East Melbourne (shown in grey shading)

Figure 1 (left): Land affected in Carlton and Carlton North (shown in grey shading, Carlton Heritage Review study area shown in dashed outline)

Amendment C405 proposes to implement the recommendations of the *Carlton Heritage Review November 2021 (Lovell Chen)* by:

- applying individual Heritage Overlays to seven (7) places and introducing new Statements of Significance for each heritage place;
- applying two (2) serial listing Heritage Overlays to multiple sites and introducing new Statements of Significance for each heritage place;
- amending three (3) existing Heritage Overlays by converting them into three (3) heritage precincts and introducing new Statements of Significance for each heritage place;
- introducing Statements of Significance for twenty (20) existing individual heritage overlays;
- deleting seven (7) existing individual Heritage Overlays;
- amending the existing incorporated documents titled *Heritage Places Inventory February 2020 Part A (Amended May 2021)* and *Heritage Places Inventory February 2020 Part B (Amended September 2021)* to reflect a heritage category change for 59 properties (in addition to the new properties outlined above);
- amending the boundary and Statement of Significance for the HO1 Carlton Precinct Heritage Overlay;
- amending the existing Heritage Overlay maps for nine (9) properties to correct mapping anomalies.

Amendment C405 also proposes to implement the recommendations of the *Punt Road Oval (Richmond Cricket Ground) Heritage Review, October 2021 (Context (now GML Heritage), 2021)* by:

- applying an individual Heritage Overlay to the Punt Road Oval (Richmond Cricket Ground) and a small section of Yarra Park to the southeast, and introducing a new Statement of Significance for this heritage place;
- amending the existing incorporated document titled *Heritage Places Inventory February 2020 Part A (Amended May 2021)* to include the Punt Road Oval (Richmond Cricket Ground) with a building category of 'Significant' and a streetscape category of '-';
- amending the boundary for HO2 East Melbourne and Jolimont Precinct Heritage Overlay to remove the Punt Road Oval (Richmond Cricket Ground) and a small section of Yarra Park to the southeast which are proposed to be included in a new individual Heritage Overlay.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: the City of Melbourne website: www.participate.melbourne.vic.gov.au/Amendment-c405; the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection; during office hours, at the office of the planning authority: City of Melbourne, Customer Service Counter, Ground Floor, Melbourne Town Hall Administration Building, 120 Swanston Street, Melbourne, Victoria 3000.

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

Name and contact details of submitters are required for Council to consider submissions and to notify submitters of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Thursday 31 March 2022.

A submission must be addressed to the Manager Heritage Strategy and lodged via one of the following: online at www.participate.melbourne.vic.gov.au/Amendment-c405; by email to heritage@melbourne.vic.gov.au; by mail to the City of Melbourne, GPO Box 1603, Melbourne, Victoria 3001 and marked to the attention of the Manager Heritage Strategy.

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

SOPHIE HANDLEY
Director City Strategy

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 2 May 2022, 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.

AALTONEN, Laurie, late of 5/12 Dundas Street, Thornbury, Victoria 3071, deceased, who died on 14 July 2021.

ALLEN, Faye, late of Unit 5, 9 Kingsley Court, Thomastown, Victoria 3074, deceased, who died on 1 October 2021.

BRYANT, Suzanne Nicole, late of 3 Ambrose Street, Ivanhoe, Victoria 3079, deceased, who died on 18 March 2015. Date of Grant 17 February 2022.

GREEN, Paul Henry, late of 51 Armadale Street, Thornbury, Victoria 3071, deceased, who died on 5 October 2021.

KITE, Albert Brian, also known as Brian Albert Kite, Albert Kite and Brian Kite, late of Suite 20, Marina View Village, 38 Salmon Street, Hastings, Victoria 3915, deceased, who died on 12 October 2021.

MANSFIELD, John David, also known as John Mansfield, late of 3 South Anderson Court, Cranbourne, Victoria 3977, deceased, who died on 8 June 2021.

NEMET, Jelica Helen, late of Lorne Nursing Home, Albert Street, Lorne, Victoria 3232, deceased, who died on 8 March 2021.

Dated 21 February 2022

Catchment and Land Protection Act 1994

NOTICE OF APPROVAL OF CORANGAMITE REGIONAL CATCHMENT STRATEGY 2021–27 UNDER SCHEDULE 2

In accordance with Schedule 2 of the **Catchment and Land Protection Act 1994**, the Hon. Lisa Neville, Minister for Water, has consulted with the Minister for Energy, Environment and Climate Change; Minister for Planning; and Minister for Agriculture. Approval of the Corangamite Regional Catchment Strategy 2021–27 was given on 19 February 2022.

The Corangamite Regional Catchment Strategy 2021–27 is operational from the date of this notice.

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 for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scale of fee and charges fixed by the following cemetery trust.

The approved scale of fee 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 Bungaree Cemetery Trust

Dated 22 February 2022

BRYAN CRAMPTON

Manager

Cemetery Sector Governance Support

Gambling Regulation Act 2003

NOTICE OF ISSUE OF KENO LICENCES AND MAKING OF RELATED AGREEMENTS

Under section 6A.3.14(1)(a) of the **Gambling Regulation Act 2003** (Act), I hereby give notice of:

- (1) the issue of a keno licence in favour of Keno (VIC) Pty Ltd;
- (2) the issue of a keno licence in favour of Lottoland Australia Pty Ltd;
- (3) the making of a related agreement referred to in section 6A.3.10 of the Act with Keno (VIC) Pty Ltd; and
- (4) the making of a related agreement referred to in section 6A.3.10 of the Act with Lottoland Australia Pty Ltd.

Dated 21 February 2022

HON. MELISSA HORNE MP
Minister for Consumer Affairs, Gaming and
Liquor Regulation

Electricity Industry Act 2000**DETERMINATION OF RATE OR RATES FOR PURCHASES OF SMALL RENEWABLE ENERGY GENERATION ELECTRICITY UNDER SECTION 40FBB**

The Essential Services Commission (the Commission) gives notice under section 40FBB of the **Electricity Industry Act 2000** that it has determined the rates for purchases of small renewable energy generation electricity by a relevant licensee from a customer who is a relevant generator.

The minimum rates determined by the Commission to apply from 1 July 2022 are:

- a flat rate of \$0.052 per kilowatt-hour, and/or
- time-varying rates of \$0.071 per kilowatt-hour for overnight times, \$0.050 per kilowatt-hour for day times, and \$0.069 per kilowatt-hour for early evening times.

Overnight times are from 10 pm to 7 am weekdays and from 10 pm to 7 am weekends. Day times are from 7 am to 3 pm and 9 pm to 10 pm weekdays and from 7 am to 10 pm weekends. Early evening times are from 3 pm to 9 pm weekdays.

For further information regarding the Commission's determination see 'Minimum electricity feed-in tariffs to apply from 1 July 2022 – Final decision', which is available on the Commission's website at www.esc.vic.gov.au

Dated 24 February 2022

KATE SYMONS
Chairperson, Essential Services Commission

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

ALINTA ENERGY RETAIL SALES PTY LTD ABN 22 149 658 300

These terms and conditions are published in accordance with section 35 of the **Electricity Industry Act 2000** and section 42 of the **Gas Industry Act 2001** and will come into force on 1 March 2022. When in force these terms and conditions will by law be binding on us and any customer to whom they are expressed to apply under the Electricity Act and Gas Act without the need for us or that customer to sign a document containing these terms and conditions.

STANDING RETAIL ENERGY CONTRACT

This Energy Contract

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.

Notes for Victorian customers:

- 1) For Victorian customers, the energy laws applicable in Victoria are the **Electricity Industry Act 2000**, the **Gas Industry Act 2001** and the Energy Retail Code of Practice. For customers 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 of Practice unless stated otherwise.
- 2) Standing offers for electricity in Victoria are required to comply with prices set by the Essential Services Commission and known as the Victorian Default Offer.

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 alintaenergy.com.au

1 The Parties

- (1) This contract is between:
- (2) Alinta Energy Retail Sales Pty Ltd ABN 22 149 658 300 trading as Alinta Energy of Level 13, 225 George Street Sydney 2000 who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and
- (3) 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 five 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 five 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
 - (A) from us under a market retail contract – on the date the market retail contract starts; or
 - (B) from a different retailer under a customer retail contract – on the date the customer 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 re-connection – 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 this code of practice, 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:

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 2001** 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 six months.

Note for Victorian customers:

The standing offer prices will be varied more often than once every six months if the variation is required by the energy laws.

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 two 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 two 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.

Note for Victorian customers:

In Victoria, a retailer must comply with the payment difficulty framework, provided for in Part 6 of the Energy Retail Code of Practice which sets out minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

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 four 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 6 of the Energy Retail Code of Practice, 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, 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. Re-connection after disconnection

- (a) We must request your distributor to re-connect your premises if, within 10 business days of your premises being disconnected:
 - (i) you ask us to arrange for re-connection of your premises; and
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any re-connection 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 two business days after it is posted; or

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

18. Privacy act notice

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

19. Complaints and dispute resolution

19.1 Complaints

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

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

19.2 Our obligations in handling complaints

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

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

Victoria

Energy and Water Ombudsman Victoria, Reply Paid 469, Melbourne, Victoria 8060

Freecall (from Australia) 1800 500 509

Freefax (from Australia) 1800 500 549

www.ewov.com.au

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 the State in which your premises are located govern this contract.

22. Retailer of last resort event

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

23. General**23.1 Our obligations**

Some obligations placed on us under this contract may be carried out by another person.

If an obligation is placed on us to do something under this contract, then:

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

23.2 Amending this contract

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

Note for Victorian customers:

For Victorian customers the procedures are set out in section 40A of the **Electricity Industry Act 2000** and section 48 of the **Gas Industry Act 2001**.

- (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;

Note for Victorian customers:

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

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;

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 Energy Retail Code of Practice means the code of practice of that name made under Part 6 of the **Essential Services Commission Act 2001**.

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

Note for Victorian customers:

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

gas retailer means a person who holds a retail licence under the **Gas Industry Act 2001**;

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

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 2000** or the **Gas Industry Act 2001**.

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

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

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

Note for Victorian customers:

In Victoria, a small customer is a 'domestic or small business customer' as defined in the **Electricity Industry Act 2000** or the **Gas Industry Act 2001**.

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.

Fisheries Act 1995
FISHERIES NOTICE 2022

I, Chris Padovani, Acting Director of the Victorian Fisheries Authority, as delegate for the Minister for Fishing and Boating, having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Fisheries Notice under sections 114 and 152 of the Act:

Dated 21 February 2022

CHRIS PADOVANI
Acting Director Fisheries Management, Science, Policy,
Licensing and Communications
Victorian Fisheries Authority

FISHERIES (CORNER INLET FISHERY) NOTICE 2022

1. Title

This Notice may be cited as the Fisheries (Corner Inlet Fishery) Notice 2022.

2. Objectives

The objectives of this Notice are to:

- i. prohibit the use of a seine net that does not have one end anchored by any individual Corner Inlet Fishery Access Licence holder;
- ii. prohibit more than one repositioning of the anchored end of a seine net by any individual Corner Inlet Fishery Access Licence holder;
- iii. prohibit the use of a seine net that has a rope or combination of ropes attached that are more than a total of 100 metres in length by any individual Corner Inlet Fishery Access Licence holder at any given time;
- iv. further prohibit the movement of both ends of the seine net at the same time by any individual Corner Inlet Fishery Access Licence holder at any given time;
- v. require the installation and operation of a Vessel Monitoring System on any motorised tender boat or any tender boat equipped with a mechanical device capable of propelling, hauling or retrieving a seine net by any individual Corner Inlet Fishery Access Licence holder.

3. Authorising provision

This Notice is made under sections 114 and 152 of the Act.

4. Commencement

- (1) This Notice comes into operation on 1 March 2022.

5. Definitions

In this Fisheries Notice –

‘*shot*’ in relation to a seine net means the act of setting a seine net using a boat, with or without the assistance of a tender boat, and the hauling or retrieval of the same seine net back on board the boat or tender boat, ready for a new shot.

6. Prohibition on the use of a seine net that does not have one end anchored

- (1) For the purposes of section 114 of the Act, the use of a seine net by the holder of a Corner Inlet Fishery Access Licence, or a person acting or purporting to act under the licence, is prohibited unless one end of the seine net or rope attached to one end of the seine net is at all times –
 - a) securely anchored or made fast to the seabed or shore; or
 - b) securely attached to a tender boat and that tender boat is securely anchored or made fast to the seabed or shore.

- (2) Sub-clause (1) does not apply to a Corner Inlet Fishery Access Licence holder, or a person acting or purporting to act under the licence, who –
 - a) has used a boat to tow one end of the seine net in a circular or tear drop manner to close the net and is retrieving or hauling the net to complete the shot once the net is closed; or
 - b) has lifted the anchored end of a seine net or lifted the anchor of a tender boat to which a seine net is attached to reposition the seine net to a location that will assist with the closing of the net or the completion of the shot.

7. Prohibition on repositioning the anchored end of a seine net more than once

For the purposes of section 114 of the Act, the lifting of the anchored end of a seine net or the lifting of the anchor of a tender boat to which a seine net is attached more than once during a seine net shot by a Corner Inlet Fishery Access Licence holder, or a person acting or purporting to act under the licence is prohibited.

8. Prohibition on the use of more than 100 metres of rope attached to a seine net

For the purposes of section 114 of the Act, the use of a rope or a combination of ropes more than 100 metres in length that are attached to a seine net by a Corner Inlet Fishery Access Licence holder, or a person acting or purporting to act under the licence is prohibited.

9. Prohibition on the movement of both ends of the seine net at the same time

- (1) For the purposes of section 114 of the Act, the use of any mechanical assistance to propel both ends of a seine net at the same time by the holder of a Corner Inlet Fishery Access Licence, or a person acting or purporting to act under the licence is prohibited.
- (2) For the purposes of section 114 of the Act, the use of any mechanical assistance in combination with a boat to propel both ends of a seine net at the same time by the holder of a Corner Inlet Fishery Access Licence, or a person acting or purporting to act under the licence is prohibited.
- (3) Sub-clauses (1) and (2) do not apply to a Corner Inlet Fishery Access Licence holder, or a person acting or purporting to act under the licence, who –
 - a) has used a boat to tow one end of the seine net in a circular or tear drop manner to close the net; and
 - b) is retrieving or hauling the net to complete the shot once the net is closed.

10. Prohibition on the use of certain tender boats unless a Vessel Monitoring System is installed and operated

- (1) For the purposes of section 114 of the Act, the use of a motorised tender boat to assist in any seine net shot authorised under a Corner Inlet Fishery Access Licence is prohibited.
- (2) For the purposes of section 114 of the Act, the use of a tender boat that is equipped with a mechanical device capable of propelling, hauling or retrieving a seine net to assist in any seine net shot authorised under a Corner Inlet Fishery Access Licence is prohibited.
- (3) Sub-clauses (1) and (2) do not apply to a Corner Inlet Fishery Access Licence holder, or a person acting or purporting to act under the licence, who –
 - a) has installed on the tender boat a vessel monitoring system that complies with the conditions set out in Subdivision 1 of Division 2 of Part 17 of the Fisheries Regulations 2019; and
 - b) is operating the vessel monitoring system on the tender boat in compliance with the conditions set out in Subdivision 1 of Division 2 of Part 17 of the Fisheries Regulations 2019.

11. Application to Fisheries Reserves

For the purposes of section 152(4), this notice applies to all Fisheries Reserves.

12. Revocation

Unless sooner revoked, this Notice will be revoked on 28 February 2023.

Notes: Contravention of any prohibition under section 114 of the Act, as set out in this Fisheries Notice, is an offence under section 114(3) of the Act. A maximum penalty of 100 penalty units or 6 months imprisonment or both applies.

Regulation 74 of the Fisheries Regulations 2019 prohibits the taking of fish by dragging or drawing a seine net containing fish on to dry land or into water less than 60 centimetres deep.

Regulation 182(2) of the Fisheries Regulations 2019 prohibits Corner Inlet Fishery Access Licence holders from using a boat or boats under propulsion to tow both ends of any seine net at the same time.

A Vessel Monitoring System is not required on a non-motorised tender boat.

Forests Act 1958**DETERMINATION OF FIREWOOD COLLECTION AREAS**

I, Sam Quigley, Deputy Chief Fire Officer, Gippsland Region, Department of Environment, Land Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./20-343	Gippsland	Latrobe	Aberfeldy North	1/03/2022	30/06/2022
2	LEGL./22-066	Gippsland	Latrobe	Binns	1/03/2022	30/06/2022
3	LEGL./22-069	Gippsland	Latrobe	Bluff Road	1/03/2022	30/06/2022
4	LEGL./22-067	Gippsland	Latrobe	Boola	1/03/2022	30/06/2022
5	LEGL./22-068	Gippsland	Latrobe	Ferguson	1/03/2022	30/06/2022
6	LEGL./22-070	Gippsland	Latrobe	Loch	1/03/2022	30/06/2022
7	LEGL./22-077	Gippsland	Latrobe	Neerim East	1/03/2022	30/06/2022
8	LEGL./22-071	Gippsland	Latrobe	Rawson	1/03/2022	30/06/2022
9	LEGL./22-072	Gippsland	Latrobe	Tanjil Bren	1/03/2022	30/06/2022
10	LEGL./22-073	Gippsland	Latrobe	Tanjil South	1/03/2022	30/06/2022

11	LEGL./20-361	Gippsland	Latrobe	Tarago	1/03/2022	30/06/2022
12	LEGL./20-362	Gippsland	Latrobe	Thomson	1/03/2022	30/06/2022
13	LEGL./22-074	Gippsland	Latrobe	Toongabbie	1/03/2022	30/06/2022
14	LEGL./22-075	Gippsland	Latrobe	W18 Lowlander	1/03/2022	30/06/2022
15	LEGL./21-612	Gippsland	Latrobe	Walhalla	1/03/2022	30/06/2022
16	LEGL./22-076	Gippsland	Latrobe	Wombat Ridge Road	1/03/2022	30/06/2022
17	LEGL./22-064	Gippsland	Macalister	Alberton West	1/03/2022	30/06/2022
18	LEGL./21-136	Gippsland	Macalister	Ben Cruachan	1/03/2022	30/06/2022
19	LEGL./21-030	Gippsland	Macalister	Briagolong	1/03/2022	30/06/2022
20	LEGL./21-137	Gippsland	Macalister	Cobbannah	1/03/2022	30/06/2022
21	LEGL./22-065	Gippsland	Macalister	Dargo High Plains	1/03/2022	30/06/2022
22	LEGL./21-599	Gippsland	Macalister	Darriman	1/03/2022	30/06/2022
23	LEGL./21-125	Gippsland	Macalister	Gibraltar Range	1/03/2022	30/06/2022
24	LEGL./21-600	Gippsland	Macalister	Giffard West	1/03/2022	30/06/2022
25	LEGL./21-601	Gippsland	Macalister	Gormandale	1/03/2022	30/06/2022
26	LEGL./21-126	Gippsland	Macalister	Licola	1/03/2022	30/06/2022
27	LEGL./21-127	Gippsland	Macalister	Moornappa	1/03/2022	30/06/2022
28	LEGL./21-128	Gippsland	Macalister	Punchen Budwuid	1/03/2022	30/06/2022
29	LEGL./21-129	Gippsland	Macalister	Sounding Gap	1/03/2022	30/06/2022
30	LEGL./21-130	Gippsland	Macalister	Stockdale	1/03/2022	30/06/2022
31	LEGL./21-138	Gippsland	Macalister	Stoney Creek	1/03/2022	30/06/2022
32	LEGL./21-132	Gippsland	Macalister	Valencia Creek	1/03/2022	30/06/2022
33	LEGL./21-602	Gippsland	Macalister	Willung South	1/03/2022	30/06/2022
34	LEGL./21-603	Gippsland	Macalister	Won Wron	1/03/2022	30/06/2022
35	LEGL./21-604	Gippsland	Macalister	Woodside	1/03/2022	30/06/2022
36	LEGL./21-133	Gippsland	Macalister	Woolenook	1/03/2022	30/06/2022
37	LEGL./20-366	Gippsland	Snowy	Bemm Mount Raymond	1/03/2022	30/06/2022
38	LEGL./21-747	Gippsland	Snowy	Bemm Tamboon	1/03/2022	30/06/2022
39	LEGL./20-368	Gippsland	Snowy	Bendoc East	1/03/2022	30/06/2022
40	LEGL./20-369	Gippsland	Snowy	Bendoc West	1/03/2022	30/06/2022
41	LEGL./20-370	Gippsland	Snowy	Bonang	1/03/2022	30/06/2022
42	LEGL./20-371	Gippsland	Snowy	Buldah	1/03/2022	30/06/2022
43	LEGL./21-748	Gippsland	Snowy	Cann Valley Drummer	1/03/2022	30/06/2022
44	LEGL./21-749	Gippsland	Snowy	Club Terrace	1/03/2022	30/06/2022
45	LEGL./20-374	Gippsland	Snowy	Combienbar	1/03/2022	30/06/2022
46	LEGL./20-375	Gippsland	Snowy	Drummer East	1/03/2022	30/06/2022

47	LEGL./20-376	Gippsland	Snowy	Mallacoota Karbeethong	1/03/2022	30/06/2022
48	LEGL./21-750	Gippsland	Snowy	Merremingger	1/03/2022	30/06/2022
49	LEGL./20-378	Gippsland	Snowy	Murrungowar	1/03/2022	30/06/2022
50	LEGL./20-379	Gippsland	Snowy	Orbost	1/03/2022	30/06/2022
51	LEGL./20-380	Gippsland	Snowy	Tamboon	1/03/2022	30/06/2022
52	LEGL./21-605	Gippsland	Snowy	Tubbut Amboyne	1/03/2022	30/06/2022
53	LEGL./20-382	Gippsland	Snowy	Waygara Hartland	1/03/2022	30/06/2022
54	LEGL./21-013	Gippsland	Snowy	Wingan	1/03/2022	30/06/2022
55	LEGL./21-014	Gippsland	Snowy	Yalmy	1/03/2022	30/06/2022
56	LEGL./21-607	Gippsland	Tambo	Back Road	1/03/2022	30/06/2022
57	LEGL./17-226	Gippsland	Tambo	Beloka	1/03/2022	30/06/2022
58	LEGL./20-191	Gippsland	Tambo	Bindi Break	1/03/2022	30/06/2022
59	LEGL./21-751	Gippsland	Tambo	Birregun	1/03/2022	30/06/2022
60	LEGL./22-078	Gippsland	Tambo	Boys Camp	1/03/2022	30/06/2022
61	LEGL./21-752	Gippsland	Tambo	Brookville	1/03/2022	30/06/2022
62	LEGL./21-022	Gippsland	Tambo	Bruthen	1/03/2022	30/06/2022
63	LEGL./20-354	Gippsland	Tambo	Bullumwaal	1/03/2022	30/06/2022
64	LEGL./21-753	Gippsland	Tambo	Colquhoun	1/03/2022	30/06/2022
65	LEGL./21-023	Gippsland	Tambo	Ensay	1/03/2022	30/06/2022
66	LEGL./22-061	Gippsland	Tambo	Gingee Munjie	1/03/2022	30/06/2022
67	LEGL./22-062	Gippsland	Tambo	Glen Valley	1/03/2022	30/06/2022
68	LEGL./21-024	Gippsland	Tambo	Kenny	1/03/2022	30/06/2022
69	LEGL./21-134	Gippsland	Tambo	Lower Tostaree	1/03/2022	30/06/2022
70	LEGL./17-237	Gippsland	Tambo	Marthavale	1/03/2022	30/06/2022
71	LEGL./17-238	Gippsland	Tambo	Morris Peak	1/03/2022	30/06/2022
72	LEGL./20-192	Gippsland	Tambo	Mt Kosciuszko Lookout	1/03/2022	30/06/2022
73	LEGL./21-744	Gippsland	Tambo	Nowa Nowa Kenny	1/03/2022	30/06/2022
74	LEGL./17-240	Gippsland	Tambo	Nunnett	1/03/2022	30/06/2022
75	LEGL./22-063	Gippsland	Tambo	Splitters	1/03/2022	30/06/2022
76	LEGL./21-026	Gippsland	Tambo	Tara Waygara	1/03/2022	30/06/2022
77	LEGL./17-245	Gippsland	Tambo	Tulloch Ard	1/03/2022	30/06/2022
78	LEGL./21-606	Gippsland	Tambo	Woolshed Creek	1/03/2022	30/06/2022
79	LEGL./21-028	Gippsland	Tambo	Yazoo Tombidgee	1/03/2022	30/06/2022

Notes

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **DELWP** means Department of Environment, Land, Water and Planning.

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

Dated 21 February 2022

SAM QUIGLEY
Deputy Chief Fire Officer, Gippsland Region
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Tony J. English, Director, Forest and Fire Operations, Deputy Chief Fire Officer, Grampians, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Table – Firewood collection areas

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	DELWP region	DELWP district	Name of firewood collection area	Opening date	Closing date
1	LEGL./18-340	Grampians	Midlands	Daylesford – Leonards Hill – South Bullarto Road – Road Side Thinning	01/03/2022	30/06/2022
2	LEGL./18-344	Grampians	Midlands	Trentham – Firth Road – Road Side Thinning	01/03/2022	30/06/2022
3	LEGL./18-372	Grampians	Midlands	Beaufort – Farley Lane	01/03/2022	30/06/2022

4	LEGL./18-373	Grampians	Midlands	Beaufort – Carngham Road	01/03/2022	30/06/2022
5	LEGL./20-012	Grampians	Midlands	Creswick – Niggle Road	01/03/2022	30/06/2022
6	LEGL./22-081	Grampians	Midlands	Ross Creek – Corio Dam	01/03/2022	30/06/2022
7	LEGL./20-256	Grampians	Midlands	Daylesford – Old Blackwood Road – Road Side Thinning	01/03/2022	30/06/2022
8	LEGL./20-257	Grampians	Midlands	Daylesford – Mill Road – Road Side Thinning	01/03/2022	30/06/2022
9	LEGL./21-615	Grampians	Midlands	Enfield – Drevers Road – Roadside Collection	01/03/2022	30/06/2022
10	LEGL./21-616	Grampians	Midlands	Lal Lal – Mount Doran Road – Roadside Collection	01/03/2022	30/06/2022
11	LEGL./21-617	Grampians	Midlands	Beaufort – Buckingham Creek – Road Side Collection	01/03/2022	30/06/2022
12	LEGL./21-618	Grampians	Midlands	Mt Cole – Victoria Hill – Roadside Collection	01/03/2022	30/06/2022
13	LEGL./22-083	Grampians	Midlands	Mt Cole – Lower Wimmera Road – Roadside Collection	01/03/2022	30/06/2022
14	LEGL./21-620	Grampians	Midlands	Beaufort – Amphitheatre – Roadside Collection	01/03/2022	30/06/2022
15	LEGL./22-084	Grampians	Midlands	Barkstead – White Point Track – Roadside Collection	01/03/2022	30/06/2022
16	LEGL./22-085	Grampians	Midlands	Barkstead – Rocklyn Road – Roadside Collection	01/03/2022	30/06/2022
17	LEGL./22-082	Grampians	Midlands	Creswick – Tambo Road	01/03/2022	30/06/2022
18	LEGL./17-002	Grampians	Wimmera	Brynterion Plantation	01/03/2022	30/06/2022

19	LEGL./17-005	Grampians	Wimmera	Wail East Sugar Gum Plantation	01/03/2022	30/06/2022
20	LEGL./19-019	Grampians	Wimmera	Woohlpooer – Green Firewood	01/03/2022	30/06/2022
21	LEGL./19-204	Grampians	Wimmera	Barrett – Dogwood Road	01/03/2022	30/06/2022
22	LEGL./20-342	Grampians	Wimmera	Wail – Broken Dam	01/03/2022	30/06/2022
23	LEGL./21-625	Grampians	Wimmera	Stawell – Navarre Road	01/03/2022	30/06/2022
24	LEGL./21-124	Grampians	Wimmera	Kalingur – East	01/03/2022	30/06/2022
25	LEGL./18-349	Grampians	Wimmera	Kadnook – Powers Creek	01/03/2022	30/06/2022

Notes

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

Dated 18 February 2022

TONY J. ENGLISH
 Director, Forest and Fire Operations, Deputy Chief Fire Officer, Grampians Region
 Department of Environment, Land, Water and Planning
 as delegate of the Secretary to the
 Department of Environment, Land, Water and Planning

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Tamara Beckett, Deputy Chief Fire Officer, Port Phillip Region, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

Each area of State forest shown hatched on a plan lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning, the number of which is shown in column 1 of an item in the table in this determination, is a firewood collection area for the

purposes of section 57U of the **Forests Act 1958**, effective from the opening date for that area until the closing date for that area (inclusive).

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./20-082	Port Phillip	Yarra	Bunyip Road	01/03/2022	30/06/2022
2	LEGL./20-305	Port Phillip	Yarra	Limberlost Road By-product	01/03/2022	30/06/2022
3	LEGL./21-595	Port Phillip	Yarra	McMahons	01/03/2022	30/06/2022
4	LEGL./21-740	Port Phillip	Yarra	Mississippi	01/03/2022	30/06/2022
5	LEGL./22-015	Port Phillip	Yarra	Mount Bride	01/03/2022	30/06/2022
6	LEGL./22-011	Port Phillip	Yarra	Pauls Range	01/03/2022	30/06/2022
7	LEGL./20-087	Port Phillip	Yarra	Powelltown North	01/03/2022	30/06/2022
8	LEGL./22-014	Port Phillip	Yarra	Powelltown South	01/03/2022	30/06/2022
9	LEGL./22-012	Port Phillip	Yarra	Torbets	01/03/2022	30/06/2022
10	LEGL./22-013	Port Phillip	Yarra	West of Whites Corner	01/03/2022	30/06/2022

Notes

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

Dated 21 February 2022

TAMARA BECKETT
Deputy Chief Fire Officer, Port Phillip Region
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958**DETERMINATION OF FIREWOOD COLLECTION AREAS**

I, Aaron Kennedy, Deputy Chief Fire Officer, Hume Region, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Table – Firewood collection areas

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	DELWP Region	DELWP District	Name of firewood collection area	Opening Date	Closing Date
1	LEGL./17-481	Hume	GOULBURN	Poletti Track Firewood	01/03/2022	30/06/2022
2	LEGL./20-423	Hume	GOULBURN	Sappers Track	01/03/2022	30/06/2022
3	LEGL./17-482	Hume	GOULBURN	Police Firewood	01/03/2022	30/06/2022
4	LEGL./20-403	Hume	GOULBURN	Strathbogie South Ruoaks	01/03/2022	30/06/2022
5	LEGL./20-404	Hume	GOULBURN	Strathbogie South Tallangalook	01/03/2022	30/06/2022
6	LEGL./17-487	Hume	GOULBURN	Wilkinsons Firewood	01/03/2022	30/06/2022
7	LEGL./17-479	Hume	GOULBURN	Merton Road Firewood	01/03/2022	30/06/2022
8	LEGL./17-472	Hume	GOULBURN	Duncans Firewood	01/03/2022	30/06/2022
9	LEGL./17-473	Hume	GOULBURN	Eildon Road Firewood	01/03/2022	30/06/2022
10	LEGL./20-401	Hume	GOULBURN	Toombullup West Jones Track	01/03/2022	30/06/2022
11	LEGL./20-327	Hume	GOULBURN	Tiger Hill West Firewood	01/03/2022	30/06/2022
12	LEGL./17-485	Hume	GOULBURN	Tiger Hill Firewood	01/03/2022	30/06/2022
13	LEGL./17-484	Hume	GOULBURN	Spring Creek Road Firewood	01/03/2022	30/06/2022

14	LEGL./20-402	Hume	GOULBURN	Fair Weather Track 2	01/03/2022	30/06/2022
15	LEGL./20-325	Hume	GOULBURN	DSM Roadside Firewood	01/03/2022	30/06/2022
16	LEGL./17-466	Hume	GOULBURN	Bakers Creek Roadside Firewood	01/03/2022	30/06/2022
17	LEGL./18-013	Hume	GOULBURN	Doughty Road Firewood	01/03/2022	30/06/2022
18	LEGL./20-420	Hume	GOULBURN	Lima East Mt Albert	01/03/2022	30/06/2022
19	LEGL./20-421	Hume	GOULBURN	Old Tolmie roadside firewood	01/03/2022	30/06/2022
20	LEGL./21-657	Hume	GOULBURN	Harpers 1	01/03/2022	30/06/2022
21	LEGL./21-644	Hume	GOULBURN	Frenchmans Gap Firewood	01/03/2022	30/06/2022
22	LEGL./20-422	Hume	GOULBURN	Carters Roadside firewood	01/03/2022	30/06/2022
23	LEGL./22-032	Hume	GOULBURN	Warrenbayne Moonee Range West Planned burn	01/03/2022	30/06/2022
24	LEGL./22-042	Hume	MURRINDINDI	Road 8	01/03/2022	30/06/2022
25	LEGL./22-045	Hume	MURRINDINDI	Carters	30/04/2022	30/06/2022
26	LEGL./21-645	Hume	MURRINDINDI	Eildon–Warburton Road	01/03/2022	30/06/2022
27	LEGL./18-327	Hume	MURRINDINDI	Mt Robertson Road FCA	01/03/2022	30/06/2022
28	LEGL./20-154	Hume	MURRINDINDI	Gum Ck	01/03/2022	30/06/2022
29	LEGL./18-318	Hume	MURRINDINDI	Pheasant Way	01/03/2022	30/06/2022
30	LEGL./18-022	Hume	MURRINDINDI	Toolangi roadside collection	01/03/2022	30/06/2022
31	LEGL./17-502	Hume	MURRINDINDI	The Triangle	01/03/2022	30/06/2022
32	LEGL./17-499	Hume	MURRINDINDI	Little Wonder Road	01/03/2022	30/06/2022
33	LEGL./20-151	Hume	MURRINDINDI	Black Range	01/03/2022	30/06/2022
34	LEGL./17-496	Hume	MURRINDINDI	Devastation Track	01/03/2022	30/06/2022
35	LEGL./20-407	Hume	MURRINDINDI	Blue Range Road	01/03/2022	30/06/2022
36	LEGL./20-410	Hume	MURRINDINDI	Marysville Town Firebreak South	01/03/2022	30/06/2022
37	LEGL./21-651	Hume	MURRINDINDI	Martins Track	01/03/2022	30/06/2022
38	LEGL./21-650	Hume	MURRINDINDI	Left Track FRB	01/03/2022	30/06/2022
39	LEGL./21-649	Hume	MURRINDINDI	Gravel Pit	01/03/2022	30/06/2022
40	LEGL./21-652	Hume	MURRINDINDI	Disappointment	01/03/2022	30/06/2022

41	LEGL./22-033	Hume	MURRINDINDI	Tallarook	01/03/2022	30/06/2022
42	LEGL./21-659	Hume	MURRINDINDI	Magazine	01/03/2022	30/06/2022
43	LEGL./21-648	Hume	MURRINDINDI	Dom Dom	01/03/2022	30/06/2022
44	LEGL./21-647	Hume	MURRINDINDI	Old Coach	01/03/2022	30/06/2022
45	LEGL./21-646	Hume	MURRINDINDI	15 Mile Road	01/03/2022	30/06/2022
46	LEGL./22-043	Hume	MURRINDINDI	Snobs	01/03/2022	30/06/2022
47	LEGL./22-044	Hume	MURRINDINDI	Royston	01/03/2022	30/06/2022
48	LEGL./20-307	Hume	OVENS	Bungamero Carboor	01/03/2022	30/06/2022
49	LEGL./20-316	Hume	OVENS	Long Corner Creek Road	01/03/2022	30/06/2022
50	LEGL./20-398	Hume	OVENS	Black Range Creek 02	01/03/2022	30/06/2022
51	LEGL./20-314	Hume	OVENS	Tawonga Gap Road North Block	01/03/2022	30/06/2022
52	LEGL./20-396	Hume	OVENS	Morses Creek 02	01/03/2022	30/06/2022
53	LEGL./20-397	Hume	OVENS	Tawonga Gap Road South Block 02	01/03/2022	30/06/2022
54	LEGL./22-040	Hume	OVENS	Hill Plantation	01/03/2022	30/06/2022
55	LEGL./20-310	Hume	OVENS	Moyhu Timber Reserve	01/03/2022	30/06/2022
56	LEGL./20-309	Hume	OVENS	Carboor Range Track	01/03/2022	30/06/2022
57	LEGL./22-037	Hume	OVENS	Dingle Block	01/03/2022	30/06/2022
58	LEGL./20-311	Hume	OVENS	Waters Lane	01/03/2022	30/06/2022
59	LEGL./20-320	Hume	OVENS	Bullocky Gully Block	01/03/2022	30/06/2022
60	LEGL./20-317	Hume	OVENS	Kancoona Gap Track	01/03/2022	30/06/2022
61	LEGL./20-399	Hume	OVENS	Ben Valley Track 02	01/03/2022	30/06/2022
62	LEGL./22-038	Hume	OVENS	Escarpment Road South	01/03/2022	30/06/2022
63	LEGL./20-413	Hume	OVENS	Escarpment Road North	01/03/2022	30/06/2022
64	LEGL./20-412	Hume	OVENS	Stony Top Track	01/03/2022	30/06/2022
65	LEGL./20-411	Hume	OVENS	Pyramid Hill Firetrail South	01/03/2022	30/06/2022
66	LEGL./20-419	Hume	OVENS	Mount Jack Track 2	01/03/2022	30/06/2022
67	LEGL./20-416	Hume	OVENS	Mt Emu	01/03/2022	30/06/2022

68	LEGL./20-417	Hume	OVENS	Maguir Road	01/03/2022	30/06/2022
69	LEGL./20-418	Hume	OVENS	Ortlipp Road	01/03/2022	30/06/2022
70	LEGL./22-039	Hume	OVENS	Flagstaff Block	01/03/2022	30/06/2022
71	LEGL./22-041	Hume	OVENS	Twist Creek Area	01/03/2022	30/06/2022
72	LEGL./21-661	Hume	OVENS	Ortlipp Road North	01/03/2022	30/06/2022
73	LEGL./20-328	Hume	UPPER MURRAY	Bullhead Roadside	01/03/2022	30/06/2022
74	LEGL./20-329	Hume	UPPER MURRAY	Cravensville Roadside	01/03/2022	30/06/2022
75	LEGL./20-333	Hume	UPPER MURRAY	Little Snowy Creek	01/03/2022	30/06/2022
76	LEGL./20-334	Hume	UPPER MURRAY	Firebrace 02	01/03/2022	30/06/2022
77	LEGL./20-331	Hume	UPPER MURRAY	Lockharts Gap Track – Roadside FCA	01/03/2022	30/06/2022
78	LEGL./20-330	Hume	UPPER MURRAY	Bullhead Road FCA	01/03/2022	30/06/2022
79	LEGL./20-406	Hume	UPPER MURRAY	Bullhead Gap Road DFCA	01/03/2022	30/06/2022
80	LEGL./20-332	Hume	UPPER MURRAY	Red Stringy Firewood Depot	01/03/2022	30/06/2022
81	LEGL./20-405	Hume	UPPER MURRAY	Old Gibb Mill Site	01/03/2022	30/06/2022

Notes

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

Dated 17 February 2022

AARON KENNEDY
Deputy Chief Fire Officer, Hume Region
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958**DETERMINATION OF FIREWOOD COLLECTION AREAS**

I, Aaron Kennedy, Deputy Chief Fire Officer, Hume Region, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

- (a) **closing date**, being the date of revocation of the determination of the firewood collection area, means the date specified in column 6 of the item;
- (b) **opening date**, being the date on which the determination of the firewood collection area comes into operation, means the date specified in column 5 of the item.

Determination

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

Being satisfied that it is necessary to do so for management of the supply of fallen or felled trees for domestic use as firewood in the region of the State comprising the shire of Towong and selected postcodes within the shires of Alpine, Indigo and the Rural City of Wodonga., I specify that only the following classes of persons (or their nominees) may cut and take away fallen or felled trees in the firewood collection area:

- (a) residents of the Rural City of Wodonga within the post codes 3691 and 3690
- (b) residents of the Shire of Towong
- (c) residents of the Shire of Indigo within the post codes 3691 and 3695
- (d) residents of the Shire of Alpine within the post codes 3691, 3697, 3698 and 3699.

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./20-330	Hume	UPPER MURRAY	Bullhead Road FCA	1/03/2022	30/06/2022
2	LEGL./20-328	Hume	UPPER MURRAY	Bullhead Roadside	1/03/2022	30/06/2022
3	LEGL./20-329	Hume	UPPER MURRAY	Cravensville Roadside	1/03/2022	30/06/2022
4	LEGL./20-334	Hume	UPPER MURRAY	Firebrace 02	1/03/2022	30/06/2022
5	LEGL./20-333	Hume	UPPER MURRAY	Little Snowy Creek	1/03/2022	30/06/2022
6	LEGL./20-331	Hume	UPPER MURRAY	Lockharts Gap Track – Roadside FCA	1/03/2022	30/06/2022
7	LEGL./20-332	Hume	UPPER MURRAY	Red Stringy Firewood Depot	1/03/2022	30/06/2022

Notes

- 1. The information in columns 2, 3 and 4 of the table is for information only.
- 2. **DELWP** means Department of Environment, Land, Water and Planning.

3. The legal plan of any firewood collection area may be obtained from the Central Plan Office of the Department of Environment, Land, Water and Planning – see <<https://www.landata.vic.gov.au>>. Maps of firewood collection areas that are open from time to time may be obtained from <www.delwp.vic.gov.au/firewood>.
4. There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.
5. When a class of person is specified in relation to the firewood collection area under this determination, it is an offence under section 57W of the **Forests Act 1958** for any person who is not a member of that class or their nominee to cut and take away fallen or felled trees from that area.

Dated 14 February 2022

AARON KENNEDY
Deputy Chief Fire Officer, Hume Region
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

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

Definitions

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

- (a) ***closing date***, being the date of revocation of the determination of the firewood collection area, means the date specified in column 6 of the item;
- (b) ***opening date***, being the date on which the determination of the firewood collection area comes into operation, means the date specified in column 5 of the item.

Determination

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

Being satisfied that it is necessary to do so for management of the supply of fallen or felled trees for domestic use as firewood in the region of the State comprising the shires of Campaspe, Gannawarra, Loddon and Swan Hill Rural City Council, I specify that only the following classes of persons (or their nominees) may cut and take away fallen or felled trees in the firewood collection area:

- (a) residents of the Shire of Campaspe;
- (b) residents of the Shire of Gannawarra;
- (c) residents of the Shire of Loddon;
- (d) residents of the Swan Hill Rural City Council.

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	22-008	Loddon Mallee	Murray Goldfields	Wee Wee Rup Track DFW	1/04/2022	30/6/2022

Notes

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **DELWP** means Department of Environment, Land, Water and Planning.
3. The legal plan of any firewood collection area may be obtained from the Central Plan Office of the Department of Environment, Land, Water and Planning – see <<https://www.landata.vic.gov.au>>. Maps of firewood collection areas that are open from time to time may be obtained from <www.delwp.vic.gov.au/firewood>.
4. There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.
5. When a class of person is specified in relation to the firewood collection area under this determination, it is an offence under section 57W of the **Forests Act 1958** for any person who is not a member of that class or their nominee to cut and take away fallen or felled trees from that area.

Dated 21 February 2022

SCOTT FALCONER
Deputy Chief Fire Officer, Loddon Mallee Region,
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

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

Definitions

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

- (a) **closing date**, being the date of revocation of the determination of the firewood collection area, means the date specified in column 6 of the item;
- (b) **opening date**, being the date on which the determination of the firewood collection area comes into operation, means the date specified in column 5 of the item.

Determination

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

Being satisfied that it is necessary to do so for management of the supply of fallen or felled trees for domestic use as firewood in the region of the State comprising the shires of Buloke, Campaspe, Central Goldfields, Gannawarra, Greater Bendigo, Greater Shepparton, Hepburn, Loddon, Macedon Ranges, Mitchell, Mt Alexander, Northern Grampians, Pyrenees and Strathbogie, I specify that only the following classes of persons (or their nominees) may cut and take away fallen or felled trees in the firewood collection area:

- (a) residents of the Shire of Buloke;
- (b) residents of the Shire of Campaspe;
- (c) residents of the Shire of Central Goldfields;
- (d) residents of the Shire of Gannawarra;
- (e) residents of the Greater Bendigo City Council;
- (f) residents of the Shire of Greater Shepparton City Council;
- (g) residents of the Shire of Hepburn;

- (h) residents of the Shire of Loddon;
- (i) residents of the Shire of Macedon Ranges;
- (j) residents of the Shire of Mitchell;
- (k) residents of the Shire of Mt Alexander;
- (l) residents of the Shire of Northern Grampians;
- (m) residents of the Shire of Pyrenees;
- (n) residents of the Shire of Strathbogie.

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	22-001	Loddon Mallee	Murray Goldfields	Hankin	1/03/2022	30/06/2022
2	22-002	Loddon Mallee	Murray Goldfields	Malakoff	1/03/2022	30/06/2022
3	22-003	Loddon Mallee	Murray Goldfields	Miles Loop	1/03/2022	30/06/2022
4	22-004	Loddon Mallee	Murray Goldfields	Wellsford B	1/03/2022	30/06/2022
5	22-005	Loddon Mallee	Murray Goldfields	Wellsford C	1/03/2022	30/06/2022
6	22-006	Loddon Mallee	Murray Goldfields	Gerrys Track	1/03/2022	30/06/2022
7	22-007	Loddon Mallee	Murray Goldfields	South German Track	1/03/2022	30/06/2022
8	22-009	Loddon Mallee	Murray Goldfields	Bulldog	1/03/2022	30/06/2022
9	22-010	Loddon Mallee	Murray Goldfields	Sporting Flat	1/03/2022	30/06/2022
10	22-016	Loddon Mallee	Murray Goldfields	McNutt South	1/03/2022	30/06/2022
11	22-017	Loddon Mallee	Murray Goldfields	Cains E (northern part)	1/03/2022	30/06/2022
12	22-018	Loddon Mallee	Murray Goldfields	M2 Track	1/03/2022	30/06/2022
13	22-019	Loddon Mallee	Murray Goldfields	Graveyard	1/03/2022	30/06/2022
14	22-020	Loddon Mallee	Murray Goldfields	United Lucknow – Stovewood	1/03/2022	30/06/2022
15	22-021	Loddon Mallee	Murray Goldfields	Alfs Dam	1/03/2022	30/06/2022
16	22-022	Loddon Mallee	Murray Goldfields	Baggies D (eastern part)	1/03/2022	30/06/2022

Notes

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **DELWP** means Department of Environment, Land, Water and Planning.
3. The legal plan of any firewood collection area may be obtained from the Central Plan Office of the Department of Environment, Land, Water and Planning –

see <<https://www.landata.vic.gov.au>>. Maps of firewood collection areas that are open from time to time may be obtained from <www.delwp.vic.gov.au/firewood>.

4. There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.
5. When a class of person is specified in relation to the firewood collection area under this determination, it is an offence under section 57W of the **Forests Act 1958** for any person who is not a member of that class or their nominee to cut and take away fallen or felled trees from that area.

Dated 21 February 2022

SCOTT FALCONER
Deputy Chief Fire Officer, Loddon Mallee Region
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Daniel McLaughlin, Regional Director, Northern Victoria Region, Parks Victoria, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Table – Firewood collection areas

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	PV Region	PV District	Name of Firewood Collection Area	Opening Date	Closing Date
1	LEGL./22_056	Northern Victoria	North West	Belsar Island–Meliman Loop	1/03/2022	30/06/2022
2	LEGL./22_057	Northern Victoria	North West	Piambie–River Access 5	1/03/2022	30/06/2022
3	LEGL./22_058	Northern Victoria	North West	Pile Bend–Racecourse	1/03/2022	30/06/2022

Notes

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **DELWP** means Department of Environment, Land, Water and Planning.

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

Dated 21 February 2022

DANIEL McLAUGHLIN
Regional Director Northern Victoria, Parks Victoria
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Daniel McLaughlin, Regional Director Northern Victoria, Parks Victoria, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Being satisfied that it is necessary to do so for management of the supply of fallen or felled trees for domestic use as firewood in the region of the state comprising the rural cities of Mildura and Swan Hill, I specify that only the following classes of persons (or their nominees) may cut and take away fallen or felled trees in the firewood collection areas:

- (a) residents of the Rural City of Mildura;
- (b) residents of the Rural City of Swan Hill.

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 PV Region	Column 3 PV District	Column 4 Name of Firewood Collection Area	Column 5 Opening Date	Column 6 Closing Date
1	LEGL./22_056	Northern Victoria	North West	Belsar Island–Meliman Loop	1/03/2022	30/06/2022
2	LEGL./22_057	Northern Victoria	North West	Piambie–River Access 5	1/03/2022	30/06/2022
3	LEGL./22_058	Northern Victoria	North West	Pile Bend–Racecourse	1/03/2022	30/06/2022

Notes

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **PV** means Parks Victoria.
3. The legal plan of any firewood collection area may be obtained from the Central Plan Office of the DELWP – see <<https://www.landata.vic.gov.au>>. Maps of firewood collection areas that are open from time to time may be obtained from <www.delwp.vic.gov.au/firewood>.
4. There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.
5. When a class of person is specified in relation to a firewood collection area under this determination, it is an offence under section 57W of the **Forests Act 1958** for any person who is not a member of that class or their nominee to cut and take away fallen or felled trees from that area.

Dated 21 February 2022

DANIEL McLAUGHLIN
Regional Director Northern Victoria, Parks Victoria
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Gas Industry Act 2001
Electricity Industry Act 2000

TELSTRA ENERGY (RETAIL) PTY LTD ABN 23 645 100 447

The following terms and conditions apply to the sale and supply of gas and/or electricity to deemed and standing offer customers of Telstra Energy, pursuant to section 42 of the **Gas Industry Act 2001** and section 35 of the **Electricity Industry Act 2000**. These terms and conditions take effect on 24 March 2022.

TERMS AND CONDITIONS FOR STANDARD RETAIL CONTRACT**CONTENTS**

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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.telstra.com.au/customer-terms

1 THE PARTIES

This contract is between:

Telstra Energy (Retail) Pty Ltd (ABN 23 645 100 447) 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

For New South Wales, Queensland and South Australian customers:

- (iv) if you start to buy energy for the premises:
 - (A) from us under a market retail contract – on the date the market retail contract starts; or
 - (B) from a different retailer under a customer retail contract – on the date the customer retail contract starts; or

For Victorian customers:

- (iv) if you start to buy energy for the premises from us or a different retailer under a customer retail contract – on the date the market retail contract starts; or
 - (v) if a different customer starts to buy energy for the premises – on the date that customer's contract starts; or
 - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after

that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

For New South Wales, Queensland and South Australian customers:

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

For Victorian customers:

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.

- (b) In return, you agree:

- (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
- (ii) to pay the amounts billed by us under this contract; and
- (iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

For New South Wales, Queensland and South Australian customers:

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

For Victorian customers:

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

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

For New South Wales, Queensland and South Australian customers:

You must tell us promptly if:

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

For Victorian customers:

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

For New South Wales, Queensland and South Australian customers:

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

For Victorian customers:

- (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 this 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 2001** 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

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

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

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

For Queensland electricity customers:

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

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

8.2A Changes to tariffs and charges

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

For Victorian customers:

- (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

For New South Wales, Queensland and South Australian customers:

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

For Victorian customers:

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

For New South Wales, Queensland and South Australian customers:

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

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

9.4A Your electricity (only) consumption information

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

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

For Victorian customers:

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

For New South Wales, Queensland and South Australian customers:

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

For Victorian customers:

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

10.4 Late payment fees**For New South Wales and South Australian customers and Queensland gas customers:**

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website.

For Queensland electricity and Victorian customers:

This clause is not applicable.

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

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

11A INTERRUPTION TO ELECTRICITY SUPPLY**11A.1 Retailer may arrange retailer planned interruptions (maintenance repair etc.)**

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

11A.2 Your right to information about planned interruptions

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

For Victorian customers:

- (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.

For New South Wales, Queensland and South Australian customers:

- (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.

For Victorian customers:

- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 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.

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

- (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. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.

For Queensland electricity customers:

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

For Victorian customers:

- (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

For New South Wales, Queensland and South Australian customers:

14.1 When can we arrange for disconnection?

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

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (f) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

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

For Victorian customers:**14.1 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

For New South Wales, Queensland and South Australian customers:

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

For Victorian customers:

- (a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
 - (i) you ask us to arrange for reconnection of your premises; and
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if requested).

- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16 WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

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

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

17 NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 business days after it is posted; or

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

18 PRIVACY ACT NOTICE

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

19 COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

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

Note:

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

19.2 Our obligations in handling complaints

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

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

For customers in New South Wales

Energy and Water Ombudsman of NSW
 Reply Paid 86550, Sydney South NSW 1234
 Phone: 1800 246 545
 Web: www.ewon.com.au

For customers in Queensland

Energy and Water Ombudsman of Queensland
 PO Box 3640, South Brisbane QLD 4101
 Phone: 1800 662 837
 Web: www.ewoq.com.au

For customers in South Australia

Energy and Water Ombudsman SA
 GPO Box 2947, Adelaide SA 5001
 Phone: 1800 665 565
 Web: www.ewosa.com.au

For customers in Victoria

Energy and Water Ombudsman (Victoria)
 Reply Paid 469, Melbourne VIC 8060
 Phone: 1800 500 509
 Web: www.ewov.com.au

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 the state or territory in which your premises are located govern this contract.

22 RETAILER OF LAST RESORT EVENT

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

23 GENERAL

23.1 Our obligations

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

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

23.2 Amending this contract

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

Note for Victorian customers:

For Victorian customers the procedures are set out in section 40A of the **Electricity Industry Act 2000** and section 48 **Gas Industry Act 2001**.

- (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

For New South Wales, Queensland and South Australian customers:

an interruption for:

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

For Victorian customers:

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, 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 Energy Retail Code means the Energy Retail Code Version 17 dated 1 October 2020 produced by the Essential Services Commission Victoria and as amended from time to time.

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

For Victorian customers:

gas full commencement date means 1 July 2020.

Note for Victorian customers:

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

For Victorian customers:

gas retailer means a person who holds a retail licence under the **Gas Industry Act 2001**.

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

For New South Wales, Queensland and South Australian customers:

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

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

For Victorian customers:

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;

For New South Wales, Queensland and South Australian customers:

retailer planned interruption means an interruption that:

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

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

Note for Victorian customers:

In Victoria, the Retailer of Last Resort scheme is under the **Electricity Industry Act 2000** or the **Gas Industry Act 2001**.

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

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

small customer means:

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

Note for Victorian customers:

In Victoria, a small customer is a 'domestic or small business customer' as defined in the **Electricity Industry Act 2000** or the **Gas Industry Act 2001**.

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

TELSTRA ENERGY (RETAIL) PTY LTD ABN 23 645 100 447

The following gas tariffs apply to the sale and supply of gas to deemed and standing offer customers of Telstra Energy on volume based network tariffs, pursuant to section 42 and 46 of the **Gas Industry Act 2001**.

These gas tariffs take effect on and from 24 March 2022 until such time that the tariffs are varied. For further information contact Telstra Energy on 13 22 00 or visit www.telstra.com.au

Australian Gas Networks Distribution Area**Residential**

Central Zone	Unit	Inc. GST
Supply Charge	c/day	87.93
Anytime Usage First 27.4 MJ/day	c/MJ	3.12
Anytime Usage Next 21.9 MJ/day	c/MJ	2.74
Anytime Usage Balance MJ	c/MJ	2.65

North Zone	Unit	Inc. GST
Supply Charge	c/day	87.93
Anytime Usage First 27.4 MJ/day	c/MJ	3.12
Anytime Usage Next 21.9 MJ/day	c/MJ	2.76
Anytime Usage Balance MJ	c/MJ	2.60

Murray Valley Zone	Unit	Inc. GST
Supply Charge	c/day	93.95
Anytime Usage First 27.4 MJ/day	c/MJ	3.24
Anytime Usage Next 21.9 MJ/day	c/MJ	2.75
Anytime Usage Balance MJ	c/MJ	2.55

AusNet Gas Distribution Area**Residential**

Central Zone	Unit	Inc. GST
Supply Charge	c/day	116.91
Peak Usage First 100 MJ/day	c/MJ	3.07
Peak Usage Next 100 MJ/day	c/MJ	2.80
Peak Usage Next 1200 MJ/day	c/MJ	2.10
Peak Usage Balance MJ	c/MJ	2.08
Off-Peak Usage First 100 MJ/day	c/MJ	2.39
Off-Peak Usage Next 100 MJ/day	c/MJ	2.32
Off-Peak Usage Next 1200 MJ/day	c/MJ	2.14
Off-Peak Usage Balance MJ	c/MJ	2.02

Peak period is 1 June to 30 September inclusive. Off-Peak period is 1 October to 31 May inclusive.

West Zone	Unit	Inc. GST
Supply Charge	c/day	116.91
Peak Usage First 100 MJ/day	c/MJ	2.70
Peak Usage Next 100 MJ/day	c/MJ	2.54
Peak Usage Next 1200 MJ/day	c/MJ	2.16
Peak Usage Balance MJ	c/MJ	2.15
Off-Peak Usage First 100 MJ/day	c/MJ	2.28
Off-Peak Usage Next 100 MJ/day	c/MJ	2.18
Off-Peak Usage Next 1200 MJ/day	c/MJ	2.10
Off-Peak Usage Balance MJ	c/MJ	2.04

Peak period is 1 June to 30 September inclusive. Off-Peak period is 1 October to 31 May inclusive.

Adjoining Central Zone	Unit	Inc. GST
Supply Charge	c/day	116.91
Peak Usage First 100 MJ/day	c/MJ	3.40
Peak Usage Next 100 MJ/day	c/MJ	3.17
Peak Usage Next 1200 MJ/day	c/MJ	2.30
Peak Usage Balance MJ	c/MJ	2.27
Off-Peak Usage First 100 MJ/day	c/MJ	2.67
Off-Peak Usage Next 100 MJ/day	c/MJ	2.42
Off-Peak Usage Next 1200 MJ/day	c/MJ	2.31
Off-Peak Usage Balance MJ	c/MJ	2.23

Peak period is 1 June to 30 September inclusive. Off-Peak period is 1 October to 31 May inclusive.

Adjoining West Zone	Unit	Inc. GST
Supply Charge	c/day	116.91
Peak Usage First 100 MJ/day	c/MJ	3.14
Peak Usage Next 100 MJ/day	c/MJ	2.94
Peak Usage Next 1200 MJ/day	c/MJ	2.40
Peak Usage Balance MJ	c/MJ	2.37
Off-Peak Usage First 100 MJ/day	c/MJ	2.69
Off-Peak Usage Next 100 MJ/day	c/MJ	2.45
Off-Peak Usage Next 1200 MJ/day	c/MJ	2.28
Off-Peak Usage Balance MJ	c/MJ	2.26

Peak period is 1 June to 30 September inclusive. Off-Peak period is 1 October to 31 May inclusive.

Multinet Gas Distribution Area**Residential**

Metropolitan Zone	Unit	Inc. GST
Supply Charge	c/day	95.29
Peak Usage First 50 MJ/day	c/MJ	3.32
Peak Usage Next 50 MJ/day	c/MJ	3.01
Peak Usage Next 50 MJ/day	c/MJ	2.13
Peak Usage Next 100 MJ/day	c/MJ	1.96
Peak Usage Balance MJ	c/MJ	1.68
Off-Peak Usage First 50 MJ/day	c/MJ	3.20
Off-Peak Usage Next 50 MJ/day	c/MJ	2.86
Off-Peak Usage Next 50 MJ/day	c/MJ	2.17
Off-Peak Usage Next 100 MJ/day	c/MJ	1.81
Off-Peak Usage Balance MJ	c/MJ	1.73

Peak period is 1 May to 31 October inclusive. Off-Peak period is 1 November to 30 April inclusive.

Yarra Valley Zone	Unit	Inc. GST
Supply Charge	c/day	95.29
Peak Usage First 50 MJ/day	c/MJ	3.38
Peak Usage Next 50 MJ/day	c/MJ	3.06
Peak Usage Next 50 MJ/day	c/MJ	2.27
Peak Usage Next 100 MJ/day	c/MJ	2.21
Peak Usage Balance MJ	c/MJ	1.95
Off-Peak Usage First 50 MJ/day	c/MJ	3.16
Off-Peak Usage Next 50 MJ/day	c/MJ	3.06
Off-Peak Usage Next 50 MJ/day	c/MJ	2.19
Off-Peak Usage Next 100 MJ/day	c/MJ	1.97
Off-Peak Usage Balance MJ	c/MJ	1.86

Peak period is 1 May to 31 October inclusive. Off-Peak period is 1 November to 30 April inclusive.

Distribution Area postcodes

Note: Some postcodes may cross multiple distribution zones.

Australian Gas Networks Central Zone includes the following postcode:

3000, 3002, 3003, 3005, 3008, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 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, 3175, 3198, 3199, 3200, 3201, 3750, 3751, 3752, 3754, 3755, 3759, 3760, 3761, 3770, 3777, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3812, 3813, 3814, 3815, 3816, 3818, 3820, 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, 3984, 3987

Australian Gas Networks North Zone includes the following postcode:

3561, 3564, 3616, 3618, 3620, 3621, 3623, 3624, 3629, 3630, 3631, 3658, 3659, 3660, 3662, 3666, 3672, 3677, 3678, 3690, 3691, 3694, 3753, 3756, 3757, 3758, 3763, 3764, 3775

Australian Gas Networks Murray Valley Zone includes the following postcode:

3636, 3640, 3641, 3644, 3683, 3685, 3687, 3730

AusNet Gas Central Zone includes the following postcode:

3003, 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, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3228, 3335, 3336, 3337, 3338, 3427, 3428, 3429

AusNet Gas West Zone includes the following postcode:

3249, 3250, 3266, 3277, 3280, 3282, 3300, 3305, 3340, 3342, 3350, 3351, 3352, 3355, 3356, 3357, 3358, 3377, 3380, 3400, 3401, 3430, 3444, 3450, 3451, 3460, 3461, 3462, 3464, 3465, 3550, 3551, 3555, 3556

AusNet Gas Adjoining Central Zone includes the following postcode:

3227, 3331

AusNet Gas Adjoining West Zone includes the following postcode:

3241, 3260, 3284, 3363, 3364, 3431, 3434, 3435, 3437, 3438, 3440, 3441, 3442, 3467

Multinet Gas Metropolitan Zone includes the following postcode:

3000, 3008, 3072, 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, 3805

Multinet Gas Yarra Valley Zone includes the following postcode:

3139, 3775, 3797, 3799

Electricity Industry Act 2000

TELSTRA ENERGY (RETAIL) PTY LTD ABN 23 645 100 447

Standing Offer Charges

The following electricity tariffs apply to the sale and supply of electricity to deemed and standing offer customers of Telstra Energy on residential network tariffs, pursuant to section 35 and 39 of the **Electricity Industry Act 2000**. These electricity tariffs follow the Victorian Default Offer Price Determination 2022, published by the Essential Services Commission of Victoria.

These electricity tariffs take effect on and from 24 March 2022 until such time that the tariffs are varied. For further information contact Telstra Energy on 13 22 00 or visit www.telstra.com.au

AusNet Services Distribution Zone**Residential**

Single Rate	Unit	Inc. GST
Supply Charge	c/day	126.00
Anytime Usage – First 11.1781 kWh/day	c/kWh	26.49
Anytime Usage – Balance	c/kWh	28.11
Controlled Load [^]	c/kWh	18.34

Time of Use#	Unit	Inc. GST
Supply Charge	c/day	115.87
Peak Usage	c/kWh	37.46
Off-Peak Usage	c/kWh	18.20
Controlled Load [^]	c/kWh	18.34

Time of Use 8 am to 8 pm*	Unit	Inc. GST
Supply Charge	c/day	115.87
Peak Usage	c/kWh	31.57
Off-Peak Usage	c/kWh	17.00

CitiPower Distribution Zone**Residential**

Single Rate	Unit	Inc. GST
Supply Charge	c/day	120.23
Anytime Usage	c/kWh	21.71
Controlled Load [^]	c/kWh	15.42

Time of Use#	Unit	Inc. GST
Supply Charge	c/day	119.48
Peak Usage	c/kWh	30.91
Off-Peak Usage	c/kWh	16.96
Controlled Load [^]	c/kWh	15.42

Jemena Distribution Zone**Residential**

Single Rate	Unit	Inc. GST
Supply Charge	c/day	114.91
Anytime Usage	c/kWh	23.07
Controlled Load [^]	c/kWh	17.56

Time of Use#	Unit	Inc. GST
Supply Charge	c/day	105.08
Peak Usage	c/kWh	28.70
Off-Peak Usage	c/kWh	17.50
Controlled Load [^]	c/kWh	17.56

Powercor Distribution Zone**Residential**

Single Rate	Unit	Inc. GST
Supply Charge	c/day	134.59
Anytime Usage	c/kWh	22.35
Controlled Load [^]	c/kWh	15.78

Time of Use#	Unit	Inc. GST
Supply Charge	c/day	133.01
Peak Usage	c/kWh	31.35
Off-Peak Usage	c/kWh	17.46
Controlled Load [^]	c/kWh	15.78

United Energy Distribution Zone**Residential**

Single Rate	Unit	Inc. GST
Supply Charge	c/day	106.34
Anytime Usage	c/kWh	22.42
Controlled Load [^]	c/kWh	15.90

Time of Use#	Unit	Inc. GST
Supply Charge	c/day	105.53
Peak Usage	c/kWh	31.52
Off-Peak Usage	c/kWh	17.71
Controlled Load [^]	c/kWh	15.90

[^] Separately metered usage – if applicable

Peak Usage: 3 pm to 9 pm every day, Off-Peak Usage: All other times Local Time

* 8 am to 8 pm weekdays, Off-Peak Usage: All other times AEST

Geographic Place Names Act 1998**NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES**

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

Feature Naming:

Change Request Number	Place Name	Authority	Location
–	Cambatong Spur	Department of Environment, Land, Water and Planning	Located at (146.339195, -37.015508)
	Dip Plains		Located at (141.931468, -35.463169)
	The Gums		Located at (145.392169, -37.469978)
	Lerderberg Gorge		Located at (144.396733, -37.571321)
	Ricketts Clearing		Located at (143.813954, -38.594786)
	Frys Flat		Located at (146.328617, -37.195800)
	Cold Weather Range		Located at (145.984961, -37.466505)
	Staghorn Flat		Located at (146.926792, -36.249857)
	Long Plain		Located at (144.151833, -35.672670)
	Lendrook Plain		Located at (142.364652, -34.813152)
	Toorong Plateau		Located at (146.117811, -37.787183)
High Ridge	Located at (146.615472, -37.223923)		

Locality:

Change Request Number	Naming Authority	Affected Localities	Location
144336	Greater Bendigo City Council	Huntly and Bagshot	To modify part of the eastern boundary of Huntly further east to locate it to the rear of land parcels Lot 4 TP 5002H, Lot 2 TP 123630 and Lot 3 PS 515361, Parish of Bagshot. The boundary to the south would move east to run adjacent to the railway line and to the north the boundary would move east to run adjacent to the Midland Highway. For further details see map at: www.land.vic.gov.au/place-naming

Geographic Names Victoria

Land Use Victoria
2 Lonsdale Street
Melbourne 3000

CRAIG L. SANDY
Registrar of Geographic Names

Major Transport Projects Facilitation Act 2009

(SECTION 15)

Notice of Appointment of Project Proponent

I, Jacinta Allan MP, Minister for Transport Infrastructure, as Project Minister for the Gippsland Line Upgrade Stage 2 being a project to which the **Major Transport Projects Facilitation Act 2009** (the Act), other than Parts 3 and 8, applies, give notice pursuant to section 15 of the Act, that I have appointed the Secretary to the Department of Transport to be the project proponent for the Gippsland Line Upgrade Stage 2.

Dated 20 December 2021

HON. JACINTA ALLEN MP
Minister for Transport Infrastructure

Major Transport Projects Facilitation Act 2009

APPROVED FORM UNDER SECTION 113A

Notice of Acquisition

Compulsory Acquisition of Interest in Land

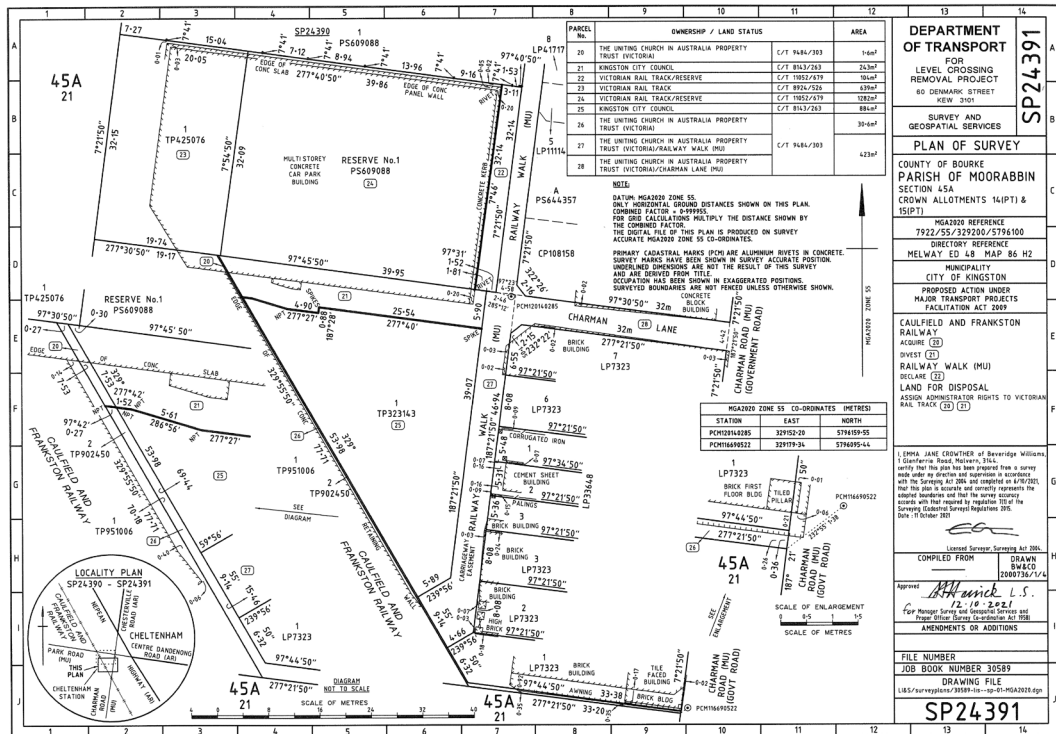
The Secretary to the Department of Transport, as the project authority for the approved project known as Cheltenham Level Crossing Removal Project, declares that by this notice it acquires the following interest in the land described as Parcel 20 on Plan of Survey SP24391, being part of the land known as Charman Road, Cheltenham, contained in Certificate of Title Volume 9484, Folio 303:

Interests Acquired: The estate in fee simple of the registered proprietor, The Uniting Church in Australia Property Trust (Victoria) (ABN 39 703 442 583), and all other interests in the land.

The acquisition is made pursuant to section 112 of the **Major Transport Projects Facilitation Act 2009** for the purpose of the Cheltenham Level Crossing Removal Project.

A notice of intention to acquire the interest in the land was served on 19 November 2021.

The Secretary to the Department of Transport further declares, for the purposes of section 114(1) of the **Major Transport Projects Facilitation Act 2009**, that the land acquired by this Notice is to vest in the project authority.



For and on behalf of the Secretary to the Department of Transport

Signed: DAVID ROCHE

Name: David Roche
 Director, Property Projects
 Department of Transport

Date: 24 February 2022

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:	Malcolm Trill
Date this Interim Prohibition Order takes effect:	22 February 2022
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 16 May 2022, 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, or d. establish, direct or otherwise operate any business that either advertises, offers or provides (or causes to be advertised offered or 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 he 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 the homepage of any website he uses to offer or promote any general health service, in a manner that is easily visible to the public.

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

ELIZABETH LANGDON
Acting Health Complaints Commissioner

FORM 7

Regulation 16

Land Acquisition and Compensation Act 1986

Notice of Acquisition

Compulsory Acquisition of Interest in Land

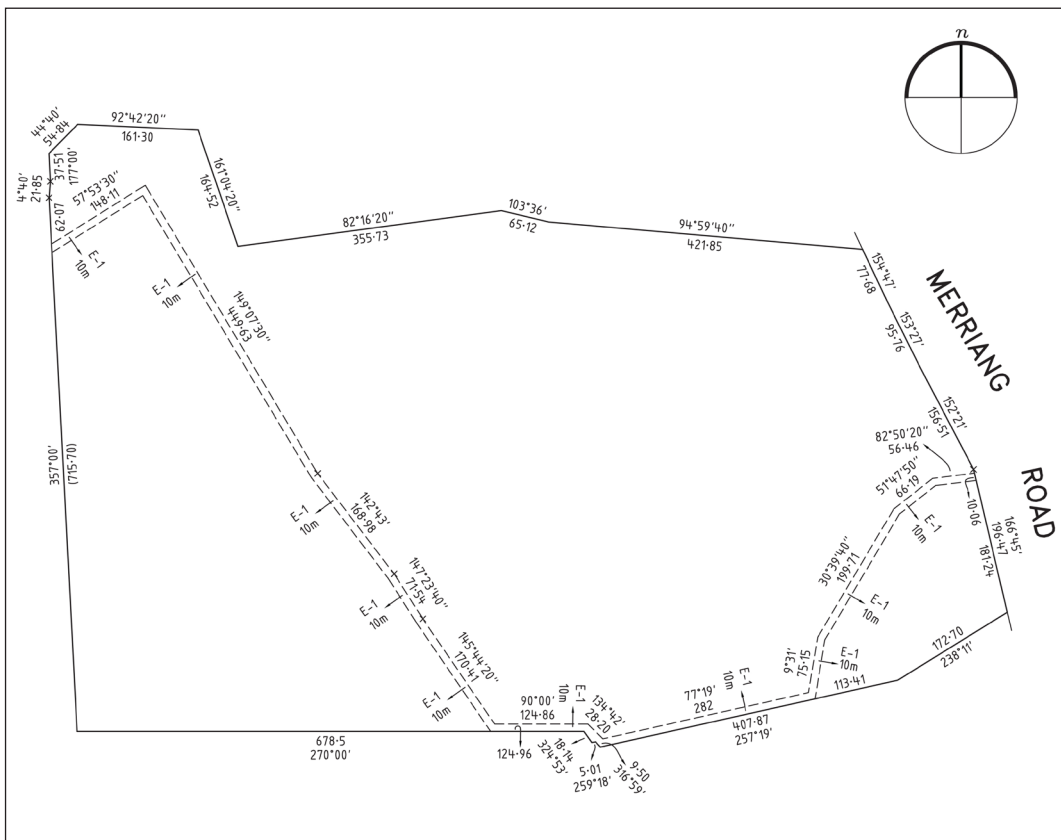
Melbourne Water Corporation declares that by this notice it acquires the following interest in the land described as Certificate of Title Volume 9774 Folio 204:

An easement for water supply purposes and the rights in connection therewith set out in Memorandum of Common Provisions number AA1195 over that part of the land marked 'E-1' comprising 1.846 ha on the Plan for Creation of Easement (Ref. 302500-003-CA dated 4 December 2020).

The acquisition is made pursuant to section 130 of the **Water Act 1989** for the purpose of constructing and operating a pipeline as part of the Bald Hill Pipeline project.

A notice of intention to acquire the interest in the land was served on 16 September 2021.

Published with the authority of Melbourne Water Corporation.



For and on behalf of Melbourne Water Corporation

Signed: NERINA DILORENZO

Name: Nerina DiLorenzo
 Managing Director

Date 24 February 2022

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and B-Double Trailer
Medium speed 55 km/h
2021–22**A. INTRODUCTION**

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

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

B. KEY ASSUMPTIONS

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

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

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km's per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the <i>Transport and Distribution Award 2020</i> . The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on Melbourne terminal gate diesel price. Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2020/21 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

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

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

Average annual cost of driver				
	Days/ Year	Hours/ Day	\$/ Hour	Total
Normal Time	224	7.6	\$32.46	\$55,259
Overtime	224	4.4	\$32.46	\$31,992
Travel Time			\$32.46	\$0
Training / Wet	0	7.6	\$32.46	\$0
Leave	36	7.6	\$32.46	\$8,881
Annual Leave Loading (17.5%)				\$863
			Total	\$96,995
+ Superannuation			9.50%	\$6,093
+ Payroll Tax			4.00%	\$3,880
+ Workers Compensation			6.00%	\$5,817
Total Employment Cost				\$112,7856
Non-Productive Labour Factor			5.00%	\$5,639
				\$118,427
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$528.68
Employment Cost per Work Hour				44.06

The wage costs are based on 2021 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.56	\$35.47	\$47.30
Range of rates typically paid in Victoria³		
\$29.56 to \$35.67	\$35.47 to \$42.56	\$47.30 to \$56.76

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2020*³ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked, a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

³ The Award rate is accurate as at 1 July 2021 but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

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

Standard information				
1	Tyre Cost			
	New	\$500		
	Recap	\$300		
2	Useful Life (kms)			
	Truck	1,000,000		
	Trailer	1,000,000		
3	Insurance Percentages			
	Truck	2.00%		
	Trailer	2.00%		
4	Interest Rates			
	Loan Interest rate	6.25%		
	Owners Interest rate	6.25%		
5	Fuel Price			
			On-Road	Off-Road
	Melbourne Average Terminal Gate Price September 25 to October 25 2021		\$1.463	\$1.463
	Less:	GST	\$0.10	\$0.10
		On-Road Grant	\$0.17	
		Off-Road Rebate		\$0.43
	Net Cost:		\$1.19	\$0.93
	Average Fuel Price per litre:		\$1.19	

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

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

Running Costs	(\$ / km)
Fuel	\$0.82
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Interest Charge	\$0.17
Depreciation	\$0.35
Insurance	\$0.05
Registration	\$0.07
Total	\$1.86
Cash Flow	
Fuel	\$0.82
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Finance Repayments	\$0.83
Insurance	\$0.05
Registration	\$0.17
Total	\$2.27

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

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

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$528.68	\$126,883	\$126,883
Vehicle (B-double configuration)	\$998.82	\$239,717	\$292,558
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,610.83	\$386,600	\$439,440,998
Cost per Work Hour	\$134.23	–	\$152.58
Cost per Km	\$2.99	–	–

E. FACTORS INFLUENCING TOTAL OPERATING COSTS

Fuel

Fuel is one of the most volatile inputs for heavy vehicle transport services. Variations in fuel costs can be managed with the application of a fuel surcharge or 'levy'. Where the fuel component of the base vehicle operating cost is agreed between parties and a 'base' fuel price is agreed between the parties, a fuel surcharge can then be used to account for the difference between the agreed base fuel price and the actual fuel price paid by the service provider.

Depending upon the needs and desires of parties a fuel levy may be calculated on a weekly, fortnightly or monthly fluctuation in fuel costs over the base rate specified in the contract.

A typical formula widely used in the road transport industry to calculate the fuel surcharge is:

$$(\text{Current Fuel Price} - \text{Base Fuel Price}) / \text{Base Fuel Price} = \%$$

The percentage figure above is then multiplied by the fuel component of the agreed per hour rate. For example:

$$\text{Current Fuel Price} = \$133.60$$

$$\text{Base Fuel Price} = \$121.90$$

$$(\$133.60 - \$121.90) / \$121.90 = 0.095 \text{ or } 9.5\%$$

Where the fuel component of the running costs of a vehicle is 17%, that figure is multiplied by the percentage variation between the base fuel price and the current fuel price, in this case 9.5%. With both percentage figures expressed as a decimal the calculation is:

$$0.095 \times 0.17 = 0.016 \text{ or } 1.6\%$$

1.6% is then added as a fuel levy to the agreed per hour rate for the relevant period.

NB fuel is 23% of the per hour running cost of the vehicle combination and average travel speed to which this schedule is applicable.

Environment days per year

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

Terrain and road conditions

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

Shorter contract term

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

F. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

G. RETURN ON THE CONTRACTOR'S INVESTMENT

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

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

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

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

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and Jinker Trailer
Medium speed 55 km/h
2021–22**A. INTRODUCTION**

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

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

B. KEY ASSUMPTIONS

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

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

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km's per year: 147,305
Vehicle	Based on a bogie drive prime mover and a jinker trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the <i>Road Transport and Distribution Award 2020</i> . The industry average is higher than the Award base rate, however overtime may be lower.
Fuel	Based on Melbourne terminal gate diesel price. Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2021/22 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

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

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

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$32.46	\$55,259
Overtime	224	4.4	\$32.46	\$31,992
Travel Time			\$32.46	\$0
Training / Wet	0	7.6	\$32.46	\$0
Leave	36	7.6	\$32.46	\$8,881
Annual Leave Loading (17.5%)				\$863
			Total	\$96,995
+ Superannuation			9.50%	\$6,093
+ Payroll Tax			4.00%	\$3,880
+ Workers Compensation			6.00%	\$5,817
Total Employment Cost				\$112,785
Non-Productive Labour Factor			5.00%	\$5,639
				\$118,427
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$528.68
Employment Cost per Work Hour				44.06

The wage costs are based on 2021 industry averages for drivers undertaking haulage work using a prime mover and jinker trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.14	\$34.97	\$46.62
Range of rates typically paid in Victoria³		
\$29.14 to \$34.97	\$34.97 to \$41.97	\$46.62 to \$55.94

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*³ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rates: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

³ The Award rate is accurate as at 1 July 2020, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

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

Standard information				
1	Tyre Cost			
	New	\$500		
	Recap	\$300		
2	Useful Life (kms)			
	Truck	1,000,000		
	Trailer	1,000,000		
3	Insurance Percentages			
	Truck	2.00%		
	Trailer	2.00%		
4	Interest Rates			
	Loan Interest Rate	6.25%		
	Owners Interest Rate	6.25%		
5	Fuel Price			
			On-Road	Off-Road
	Melbourne Average Terminal Gate Price September 25 to October 25 2021		\$1.463	\$1.463
	Less:	GST	\$0.10	\$0.10
		On-Road Grant	\$0.17	
		Off-Road Rebate		\$0.43
	Net Cost:		\$1.19	\$0.93
	Average Fuel Price per litre:		\$1.19	

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

Running Costs	(\$ / km)
Fuel	\$0.74
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Interest Charge	\$0.13
Depreciation	\$0.27
Insurance	\$0.04
Registration	\$0.05
Total	\$1.54
Cash Flow	
Fuel	\$0.74
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Finance Repayments	\$0.65
Insurance	\$0.05
Registration	\$0.05
Total	\$1.80

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

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

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

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$528.68	\$126,886	\$126,888
Vehicle (Jinker Configuration)	\$826.98	\$198,475	\$231,984
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,438.99	\$345,341	\$378,872
Cost per Work Hour	\$119.92	–	\$131.55
Cost per Km	\$2.68	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Fuel

Fuel is one of the most volatile inputs for heavy vehicle transport services. Variations in fuel costs can be managed with the application of a fuel surcharge or 'levy'. Where the fuel component of the base vehicle operating cost is agreed between parties and a 'base' fuel price is agreed between the parties, a fuel surcharge can then be used to account for the difference between the agreed base fuel price and the actual fuel price paid by the service provider.

Depending upon the needs and desires of parties a fuel levy may be calculated on a weekly, fortnightly or monthly fluctuation in fuel costs over the base rate specified in the contract.

A typical formula widely used in the road transport industry to calculate the fuel surcharge is:

$$(\text{Current Fuel Price} - \text{Base Fuel Price}) / \text{Base Fuel Price} = \%$$

The percentage figure above is then multiplied by the fuel component of the agreed per hour rate. For example:

$$\text{Current Fuel Price} = \$133.60$$

$$\text{Base Fuel Price} = \$121.90$$

$$(\$133.60 - \$121.90) / \$121.90 = 0.095 \text{ or } 9.5\%$$

Where the fuel component of the running costs of a vehicle is 17%, that figure is multiplied by the percentage variation between the base fuel price and the current fuel price, in this case 9.5%. With both percentage figures expressed as a decimal the calculation is:

$$0.095 \times 0.17 = 0.016 \text{ or } 1.6\%$$

1.6% is then added as a fuel levy to the agreed per hour rate for the relevant period.

NB fuel is 23% of the per hour running cost of the vehicle combination and average travel speed to which this schedule is applicable

Environment days per year

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

Terrain and road conditions

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

Shorter contract term

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

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

H. RETURN ON THE CONTRACTOR'S INVESTMENT

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

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

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

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

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and B-Double Trailer
Slow speed 45 km/h
2021–22**A. INTRODUCTION**

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

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

B. KEY ASSUMPTIONS

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

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

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km's per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule are based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the <i>Transport and Distribution Award 2020</i> . The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on Melbourne terminal gate diesel price. Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: <ul style="list-style-type: none"> – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2018/19 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

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

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

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$32.46	\$55,259
Overtime	224	4.4	\$32.46	\$31,992
Travel Time			\$32.46	\$0
Training / Wet	0	7.6	\$32.46	\$0
Leave	36	7.6	\$32.46	\$8,881
Annual Leave Loading (17.5%)				\$863
			Total	\$96,995
+ Superannuation			9.50%	\$6,093
+ Payroll Tax			4.00%	\$4,880
+ Workers Compensation			6.00%	\$5,817
Total Employment Cost				\$112,785
Non-Productive Labour Factor			5.00%	\$5,639
				\$118,427
No. of shifts / Year / Employee				224
Employment Cost per shift				\$528.68
Employment Cost per Work Hour				44.06

The wage costs are based on 2021 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.56	\$35.47	\$47.30
Range of rates typically paid in Victoria³		
\$29.56 to \$35.47	\$35.47 to \$42.56	\$47.30 to \$56.76

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*³ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rates: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

³ The Award rate is accurate as at 1 July 2021, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

D. VEHICLE OPERATING COSTS – B-DOUBLE CONFIGURATION

Standard information				
1	Tyre Cost			
	New	\$500		
	Recap	\$300		
2	Useful Life (km)			
	Truck	1,000,000		
	Trailer	1,000,000		
3	Insurance Percentages			
	Truck	2.00%		
	Trailer	2.00%		
4	Interest Rates			
	Loan Interest Rate	6.25%		
	Owners Interest Rate	6.25%		
5	Fuel Price			
			On-Road	Off-Road
	Melbourne Average Terminal Gate Price September 25 to October 25 2021		\$1.463	\$1.463
	Less:	GST	\$0.10	\$0.10
		On-Road Grant	\$0.17	
		Off-Road Rebate		\$0.43
	Net Cost:			
	Average Fuel Price per Litre		\$1.19	\$.93

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

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

Running Costs	(\$ / km)
Fuel	\$0.82
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Interest Charge	\$0.21
Depreciation	\$0.35
Insurance	\$0.06
Registration	\$0.08
Total	\$1.90
Cash Flow	
Fuel	\$0.82
Oil	\$0.02
Repairs and Maintenance	\$0.26
Tyres	\$0.12
Finance Repayments	\$0.98
Insurance	\$0.06
Registration	\$0.08
Total	\$2.32

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

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

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$528.68	\$126,883	\$126,833
Vehicle (B-double configuration)	\$864.50	\$207,480	\$253,344
Overhead Charge	\$83.33	\$20,000	\$20,000
Total cost per Shift	\$1,476.51	\$354,363	\$400,177
Cost per Work Hour	\$123.04	–	\$138.95
Cost per Km	\$3.24	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Fuel

Fuel is one of the most volatile inputs for heavy vehicle transport services. Variations in fuel costs can be managed with the application of a fuel surcharge or 'levy'. Where the fuel component of the base vehicle operating cost is agreed between parties and a 'base' fuel price is agreed between the parties, a fuel surcharge can then be used to account for the difference between the agreed base fuel price and the actual fuel price paid by the service provider.

Depending upon the needs and desires of parties a fuel levy may be calculated on a weekly, fortnightly or monthly fluctuation in fuel costs over the base rate specified in the contract.

A typical formula widely used in the road transport industry to calculate the fuel surcharge is:

$$(\text{Current Fuel Price} - \text{Base Fuel Price}) / \text{Base Fuel Price} = \%$$

The percentage figure above is then multiplied by the fuel component of the agreed per hour rate. For example:

$$\text{Current Fuel Price} = \$133.60$$

$$\text{Base Fuel Price} = \$121.90$$

$$(\$133.60 - \$121.90) / \$121.90 = 0.095 \text{ or } 9.5\%$$

Where the fuel component of the running costs of a vehicle is 17%, that figure is multiplied by the percentage variation between the base fuel price and the current fuel price, in this case 9.5%. With both percentage figures expressed as a decimal the calculation is:

$$0.095 \times 0.17 = 0.016 \text{ or } 1.6\%$$

1.6% is then added as a fuel levy to the agreed per hour rate for the relevant period.

NB fuel is 21% of the per hour running cost of the vehicle combination and average travel speed to which this schedule is applicable

Environment days per year

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

Terrain and road conditions

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

Shorter contract term

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

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

H. RETURN ON THE CONTRACTOR'S INVESTMENT

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

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

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

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

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHaulage, Prime Mover and Jinker Trailer
Slow speed 45 km/h
2021–22**A. INTRODUCTION**

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

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

B. KEY ASSUMPTIONS

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

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

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km's per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the <i>Transport and Distribution Award 2020</i> . The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on Melbourne terminal gate diesel price. Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2021/22 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

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

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

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$32.46	\$55,259
Overtime	224	4.4	\$32.46	\$31,992
Travel Time			\$32.46	\$0
Training / Wet	0	7.6	\$32.46	\$0
Leave	36	7.6	\$32.46	\$8,881
Annual Leave Loading (17.5%)				\$863
			Total	\$96,995
+ Superannuation			9.50%	\$6,093
+ Payroll Tax			4.00%	\$3,880
+ Workers Compensation			6.00%	\$5,817
Total Employment Cost				\$112,785
Non-Productive Labour Factor			5.00%	\$5,639
				\$118,427
No. of Shifts / Year / Employee				224
Employment Cost per Workshop				\$528.68
Employment Cost per Work Hour				44.06

The wage costs are based on 2021 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer..

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.14	\$34.97	\$46.62
Range of rates typically paid in Victoria³		
\$29.14 to \$34.97	\$34.97 to \$41.97	\$46.62 to \$55.94

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*³ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rates: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

³ The Award rate is accurate as at 1 July 2021, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

**D. VEHICLE OPERATING COSTS – JINKER CONFIGURATION
SLOW SPEED**

Standard information				
1	Tyre Cost			
	New	\$500		
	Recap	\$300		
2	Useful Life (km)			
	Truck	1,000,000		
	Trailer	1,000,000		
3	Insurance Percentages			
	Truck	2.00%		
	Trailer	2.00%		
4	Interest Rates			
	Loan Interest rate	6.25%		
	Owners Interest rate	6.25%		
5	Fuel Price			
			On-Road	Off-Road
	Melbourne Average Terminal Gate Price September 25 to October 25 2021)		\$1.463	\$1.463
	Less:	GST	\$0.10	\$0.10
		On-Road Grant	\$0.17	
		Off-Road Rebate		\$0.43
	Net Cost:		\$1.19	\$0.93
	Average Fuel Price per Litre		\$1.19	

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

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

Running Costs	(\$ / km)
Fuel	\$0.74
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Interest Charge	\$0.16
Depreciation	\$0.27
Insurance	\$0.05
Registration	\$0.06
Total	\$1.59
Cash Flow	
Fuel	\$0.74
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Finance Repayments	\$0.77
Insurance	\$0.05
Registration	\$0.06
Total	\$1.93

E. EXAMPLE JOB DESCRIPTION – SLOW SPEED JINKER

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

	Cost per Shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$528.68	\$126,883	\$126,883
Vehicle (Jinker Configuration)	\$723.45	\$173,628	\$210,756
Overhead Charge	\$83.33	\$20,000	\$20,000
Total cost per Shift	\$1,335.46	\$320,461	\$357,639
Cost per Work Hour	\$111.29	–	\$124.18
Cost per Km	\$2.93	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Fuel

Fuel is one of the most volatile inputs for heavy vehicle transport services. Variations in fuel costs can be managed with the application of a fuel surcharge or 'levy'. Where the fuel component of the base vehicle operating cost is agreed between parties and a 'base' fuel price is agreed between the parties, a fuel surcharge can then be used to account for the difference between the agreed base fuel price and the actual fuel price paid by the service provider.

Depending upon the needs and desires of parties a fuel levy may be calculated on a weekly, fortnightly or monthly fluctuation in fuel costs over the base rate specified in the contract.

A typical formula widely used in the road transport industry to calculate the fuel surcharge is:

$$(\text{Current Fuel Price} - \text{Base Fuel Price}) / \text{Base Fuel Price} = \%$$

The percentage figure above is then multiplied by the fuel component of the agreed per hour rate. For example:

$$\text{Current Fuel Price} = \$133.60$$

$$\text{Base Fuel Price} = \$121.90$$

$$(\$133.60 - \$121.90) / \$121.90 = 0.095 \text{ or } 9.5\%$$

Where the fuel component of the running costs of a vehicle is 17%, that figure is multiplied by the percentage variation between the base fuel price and the current fuel price, in this case 9.5%. With both percentage figures expressed as a decimal the calculation is:

$$0.095 \times 0.17 = 0.016 \text{ or } 1.6\%$$

1.6% is then added as a fuel levy to the agreed per hour rate for the relevant period.

NB fuel is 21% of the per hour running cost of the vehicle combination and average travel speed to which this schedule is applicable

Environment days per year

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

Terrain and road conditions

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

Shorter contract term

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

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

H. RETURN ON THE CONTRACTOR'S INVESTMENT

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

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

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

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

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

Haulage, Prime Mover and Jinker Trailer

Fast speed 65 km/h

2021–22

A. INTRODUCTION

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

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

2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation.

B. KEY ASSUMPTIONS

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

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

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km's per year: 147,305
Vehicle	Based on a bogie drive prime mover and a jinker trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average rate as well as comparison with rates under the <i>Road Transport and Distribution Award 2020</i> . The industry average is higher than Award base rate, however, overtime may be lower.
Fuel	Based on Melbourne terminal gate diesel price. Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2021/22 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

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

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

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$32.46	\$55,259
Overtime	224	4.4	\$32.46	\$31,992
Travel Time			\$32.46	\$0
Training / Wet	0	7.6	\$32.46	\$0
Leave	36	7.6	\$32.46	\$8,881
Annual Leave Loading (17.5%)				\$863
			Total	\$96,995
+ Superannuation			9.50%	\$6,093
+ Payroll Tax			4.00%	\$3,880
+ Workers Compensation			6.00%	\$5,817
Total Employment Cost				\$112,785
Non-Productive Labour Factor			5.00%	\$5,639
				\$118,424
No. of Shifts / Year / Employee				224
Employment Cost per Shift				\$528.68
Employment Cost per Work Hour				44.06

The wage costs are based on 2021 industry averages for drivers undertaking haulage work using a prime mover and jinker trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.14	\$34.97	\$46.62
Range of rates typically paid in Victoria³		
\$29.14 to \$34.97	\$34.97 to \$41.96	\$46.62 to \$55.94

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*³ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rates: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked, a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

³ The Award rate is accurate as at 1 July 2021, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

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

Standard information			
1	Tyre Cost		
	New	\$500	
	Recap	\$300	
2	Useful Life (kms)		
	Truck	1,000,000	
	Trailer	1,000,000	
3	Insurance Percentages		
	Truck	2.00%	
	Trailer	2.00%	
4	Interest Rates		
	Loan Interest Rate	6.25%	
	Owners Interest Rate	6.25%	
5	Fuel Price		
			On-Road
			Off-Road
	Melbourne Average Terminal Gate Price (September 25 to October 25 2021)		\$1.463
			\$1.463
	Less:	GST	\$0.10
		On-Road Grant	\$0.17
		Off-Road Rebate	\$0.43
	Net Cost:		\$1.19
	Average Fuel Price per Litre		\$1.19

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

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

Running Costs	(\$ / km)
Fuel	\$0.74
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Interest Charge	\$0.11
Depreciation	\$0.27
Insurance	\$0.04
Registration	\$0.05
Total	\$1.52
Cash Flow	
Fuel	\$0.74
Oil	\$0.02
Repairs and Maintenance	\$0.20
Tyres	\$0.09
Finance Repayments	\$0.57
Insurance	\$0.04
Registration	\$0.05
Total	\$1.71

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

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

	Cost per shift	Per Year Profit / Loss	Per Year Cash Flow
Labour	\$528.68	\$126,888	\$126,888
Vehicle (Jinker Configuration)	\$933.28	\$223,987	\$251,986
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,545.29	\$350,895	\$398,874
Cost per Work Hour	\$128.77	–	\$138.50
Cost per Km	\$2.52	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Fuel

Fuel is one of the most volatile inputs for heavy vehicle transport services. Variations in fuel costs can be managed with the application of a fuel surcharge or 'levy'. Where the fuel component of the base vehicle operating cost is agreed between parties and a 'base' fuel price is agreed between the parties, a fuel surcharge can then be used to account for the difference between the agreed base fuel price and the actual fuel price paid by the service provider.

Depending upon the needs and desires of parties a fuel levy may be calculated on a weekly, fortnightly or monthly fluctuation in fuel costs over the base rate specified in the contract.

A typical formula widely used in the road transport industry to calculate the fuel surcharge is:

$$(\text{Current Fuel Price} - \text{Base Fuel Price}) / \text{Base Fuel Price} = \%$$

The percentage figure above is then multiplied by the fuel component of the agreed per hour rate. For example:

$$\text{Current Fuel Price} = \$133.60$$

$$\text{Base Fuel Price} = \$121.90$$

$$(\$133.60 - \$121.90) / \$121.90 = 0.095 \text{ or } 9.5\%$$

Where the fuel component of the running costs of a vehicle is 17%, that figure is multiplied by the percentage variation between the base fuel price and the current fuel price, in this case 9.5%. With both percentage figures expressed as a decimal the calculation is:

$$0.095 \times 0.17 = 0.016 \text{ or } 1.6\%$$

1.6% is then added as a fuel levy to the agreed per hour rate for the relevant period.

NB fuel is 21% of the per hour running cost of the vehicle combination and average travel speed to which this schedule is applicable

Environment days per year

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

Terrain and road conditions

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

Shorter contract term

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

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

H. RETURN ON THE CONTRACTOR'S INVESTMENT

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

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

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

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

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

Haulage, Prime Mover and B-Double Trailer

Fast speed 65 km/h

2021–22

A. Introduction

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

2 Hirers are required to provide haulage contractors with the Schedule that most closely relates to the vehicle and type of operation

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

B. KEY ASSUMPTIONS

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

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

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

The Schedule is based on the assumptions detailed below:

Hours and kilometres	Haulage occurs 48 weeks, 10 days per fortnight, 240 days per year, over one 12-hour shift per day (including loading and unloading times). Total hours worked per year: 2,880 Total km's per year: 147,305
Vehicle	Based on a bogie drive prime mover and a B-double trailer. 1,000,000 km vehicle ownership period.
Finance	Comparison rate of 6.25% per year. No residual payments. 100% financed amount.
Terrain and road conditions	The costs in this Schedule have been based on typical vehicle life, maintenance costs, wear and tear, and tyre consumption of a vehicle travelling on both sealed and unsealed roads.
Labour	The Schedule utilises an industry average comparison as well as a comparison with rates under the <i>Transport and Distribution Award 2020</i> . The industry average is higher than the Award base rate, however, overtime may be lower.
Fuel	Based on Melbourne terminal gate diesel price. Assumes fuel consumption of 1.6 km per litre.
Repairs and Maintenance	Based on an annual kilometre rate of: – 147,305 km for slow speed travel – 128,868 km for medium speed travel – 109,137 km for fast speed travel Accounting for 75% of the cost of depreciation, which includes scheduled servicing, repairs and maintenance.
Oil	Based on 3% of fuel cost.
Registration, Permits and TAC fees	Fees for annual registration are based on VicRoads website 2020/21 fees.
Insurance – Comprehensive, Public Liability, Third Party	Based on 2% of average capital value over the life of the truck and trailer.
Administration	Based on \$20,000 per trucking unit per annum.

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

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

Average annual cost of driver				
	Days / Year	Hours / Day	\$ / Hour	Total
Normal Time	224	7.6	\$32.46	\$55,259
Overtime	224	4.4	\$32.46	\$31,992
Travel Time			\$32.46	\$0
Training / Wet	0	7.6	\$32.46	\$0
Leave	36	7.6	\$32.46	\$8,881
Annual Leave Loading (17.5%)				\$863
			Total	\$96,995
+ Superannuation			9.50%	\$6,093
+ Payroll Tax			4.00%	\$4,880
+ Workers Compensation			6.00%	\$5,817
Total Employment Cost				\$112,785
Non-Productive Labour Factor			5.00%	\$5,639
				\$118,427
No. of Shifts / Year / Employee				224
Employment Cost per Shift				\$528.68
Employment Cost per Work Hour				44.06

The wage costs are based on 2021 industry averages for drivers undertaking haulage work using a prime mover and B-double trailer.

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

Overtime

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.56	\$35.47	\$47.30
Range of rates typically paid in Victoria³		
\$29.56 to \$35.47	\$35.47 to \$42.56	\$47.30 to \$56.76

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*³ (the Award) for a casual employee driver of a semi-trailer (the Award rate) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rates: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked, a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver, and market factors
4. such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

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

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

³ The Award rate is accurate as at 1 July 2021, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

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

Standard information				
1	Tyre Cost			
	New	\$500		
	Recap	\$300		
2	Useful Life (kms)			
	Truck	1,000,000		
	Trailer	1,000,000		
3	Insurance Percentages			
	Truck	2.00%		
	Trailer	2.00%		
4	Interest Rates			
	Loan Interest Rate	6.25%		
	Owners Interest Rate	6.25%		
5	Fuel Price			
			On-Road	Off-Road
	Melbourne Average Terminal Gate Price September 25 to October 25 2021)		\$1.463	\$1.463
	Less:	GST	\$0.10	\$0.10
		On-Road Grant	\$0.17	
		Off-Road Rebate		\$0.43
	Net Cost:		\$1.19	\$0.93
	Average Fuel Price per Litre		\$1.19	

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

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

Running Costs		(\$ / km)
Fuel		\$0.82
Oil		\$0.02
Repairs and Maintenance		\$0.26
Tyres		\$0.12
Interest Charge		\$0.14
Depreciation		\$0.35
Insurance		\$0.05
Registration		\$0.06
Total		\$1.82
Cash Flow		
Fuel		\$0.82
Oil		\$0.02
Repairs and Maintenance		\$0.26
Tyres		\$0.12
Finance Repayments		\$0.73
Insurance		\$0.05
Registration		\$0.06
Total		\$2.06

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

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

	Cost per shift	Per Year	Per Year Cash Flow
Labour	\$528.68	\$126,883	\$126,883
Vehicle (B-double Configuration)	\$1,117.48	\$268,195	\$303,562
Overhead Charge	\$83.33	\$20,000	\$20,000
Total Cost per Shift	\$1,729.49	\$415,078	\$450,445
Cost per Work Hour	\$144.12	–	\$156.40
Cost per Km	\$2.82	–	–

F. FACTORS INFLUENCING TOTAL OPERATING COSTS

Fuel

Fuel is one of the most volatile inputs for heavy vehicle transport services. Variations in fuel costs can be managed with the application of a fuel surcharge or 'levy'. Where the fuel component of the base vehicle operating cost is agreed between parties and a 'base' fuel price is agreed between the parties, a fuel surcharge can then be used to account for the difference between the agreed base fuel price and the actual fuel price paid by the service provider.

Depending upon the needs and desires of parties a fuel levy may be calculated on a weekly, fortnightly or monthly fluctuation in fuel costs over the base rate specified in the contract.

A typical formula widely used in the road transport industry to calculate the fuel surcharge is:

$$(\text{Current Fuel Price} - \text{Base Fuel Price}) / \text{Base Fuel Price} = \%$$

The percentage figure above is then multiplied by the fuel component of the agreed per hour rate. For example:

$$\text{Current Fuel Price} = \$133.60$$

$$\text{Base Fuel Price} = \$121.90$$

$$(\$133.60 - \$121.90) / \$121.90 = 0.095 \text{ or } 9.5\%$$

Where the fuel component of the running costs of a vehicle is 17%, that figure is multiplied by the percentage variation between the base fuel price and the current fuel price, in this case 9.5%. With both percentage figures expressed as a decimal the calculation is:

$$0.095 \times 0.17 = 0.016 \text{ or } 1.6\%$$

1.6% is then added as a fuel levy to the agreed per hour rate for the relevant period.

NB fuel is 24% of the per hour running cost of the vehicle combination and average travel speed to which this schedule is applicable

Environment days per year

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

Terrain and road conditions

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

Shorter contract term

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

G. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

H. RETURN ON THE CONTRACTOR'S INVESTMENT

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

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

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

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

Owner Drivers and Forestry Contractors Act 2005VICTORIAN FORESTRY CONTRACTORS
RATES AND COSTS SCHEDULEHarvesting
2021–22**A. INTRODUCTION**

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

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

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

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

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

How to use this Schedule

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

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

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

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

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

B. ASSUMPTIONS

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

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

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

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

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

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

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

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

What finance arrangements have been assumed?

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

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

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

Why have cash flow hourly costs been included?

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

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

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

C. COST PER UNIT VOLUME VARIABLES

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

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

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

Yield

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

Yield is affected by:

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

Lower yield generally increases the cost per unit of production.

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

Productivity of equipment and work planning

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

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

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

Terrain

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

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

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

Season

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

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

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

Type of silviculture

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

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

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

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

Piece size and form

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

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

Cut-to-length harvesting systems

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

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

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

	Tracked Feller Buncher	Grapple Skidder	Grapple Skidder	Shovel – Excavator	Shovel – Purpose Built
	150–225 kw	110–130 kw	180–210 kw	180–200 kw	250–275 kw
Current New Price	\$ 900,000	\$ 400,000	\$ 500,000	\$ 700,000	\$ 900,000
Hours Per Day	9.00	9.00	9.00	9.00	9.00
Hours Per Year	2,115	2,115	2,115	2,115	2,115
Years to be Owned	5.0	5.0	5.0	5.0	5.0
Gives Hours to be Owned	10,575	10,575	10,575	10,575	10,575
Current Used Price	\$ 180,000	\$ 80,000	\$ 100,000	\$ 140,000	\$ 180,000
Average Capital Invested	\$ 720,000	\$ 320,000	\$ 400,000	\$ 560,000	\$ 720,000
New Tyre Price (Set)	\$ –	\$ –	\$32,000		\$ –
Tyre Life (hrs)	–	–	8,000		–
New Tracks Price (Set)	\$ 40,000	\$ 40,000	\$ –	\$ 40,000	\$ 40,000
Tracks Life (hrs)	8,000	8,000	–	8,000	8,000
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Wire Rope Life	–	–	–	–	–
Proportion of ACI as Loan	100%	100%	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	0%	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Melbourne Diesel Terminal Gate Price – Average 25 September to 25 October 2021	\$ 1.4635	\$ 1.4635	\$ 1.4635	\$ 1.4635	\$ 1.4635
GST	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Fuel Tax Credit	\$ 0.433	\$ 0.433	\$ 0.433	\$ 0.433	\$ 0.433
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.93	\$ 0.93	\$ 0.93	\$ 0.93	\$ 0.93
Litres Per Hour	35	20	25	30	35
Repairs and Maintenance (pa)	\$ 84,600	\$63,450	\$63,450	\$63,450	\$84,600
Fixed Costs/Hr					
Depreciation	\$ 68.09	\$30.26	\$37.83	\$52.96	\$68.09
Interest	\$ 14.21	\$6.32	\$7.89	\$11.05	\$14.21
Insurance	\$ 6.81	\$2.27	\$2.84	\$3.97	\$5.11
	\$ 89.10	\$38.84	\$48.56	\$67.98	\$87.40

	Tracked Feller Buncher	Grapple Skidder	Grapple Skidder	Shovel – Excavator	Shovel – Purpose Built
	150–225 kw	110–130 kw	180–210 kw	180–200 kw	250–275 kw
Running Costs/Hour					
Fuel	\$ 32.55	\$ 18.60	\$ 23.25	\$ 27.90	\$ 32.55
Oil/Grease	\$ 0.47	\$ 0.27	\$ 0.33	\$ 0.40	\$ 0.47
Repairs and Maintenance	\$ 40.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 40.00
Tracks	\$ 5.00	\$ 5.00	\$ –	\$ 5.00	\$ 7.50
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Tyres	\$ –	\$ –	\$ 4.00	\$ –	\$ –
	\$78.02	\$ 53.87	\$ 57.58	\$ 63.30	\$ 80.52
Direct Machine Costs/Hour					
	\$ 167.12	\$ 92.71	\$ 1106.14	\$ 1131.28	\$ 1167.92
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Hourly Cost	\$257.66	\$ 183.25	\$ 196.68	\$ 221.82	\$ 258.46
Estimated Cash Flow					
Hourly Fixed Costs	\$ 89.10	\$ 38.84	\$ 48.56	\$ 67.98	\$ 87.40
Less: Depreciation	\$ 68.09	\$ 30.26	\$ 37.83	\$ 52.96	\$ 68.09
Less: Interest	\$ 14.21	\$ 6.32	\$ 7.89	\$ 11.05	\$ 14.21
	\$ 6.81	\$ 2.27	\$ 2.84	\$ 3.97	\$ 5.11
Add:					
Finance Costs – Principal	\$ 900,000	\$ 400,000	\$ 500,000	\$ 700,000	\$ 900,000
Term (yrs.)	5.0	5.0	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%	6.3%	6.3%
Monthly Repayment	\$ 17,504	\$ 7,780	\$ 9,725	\$ 13,614	\$ 17,504
Annual Repayment	\$ 210,052	\$ 93,356	\$ 116,696	\$ 163,374	\$ 210,052
Hourly Repayment	\$ 99.32	\$ 44.14	\$ 55.18	\$ 77.25	\$ 99.32
Total Hourly Fixed Costs – Cash Flow	\$ 106.12	\$ 46.41	\$ 58.01	\$ 81.22	\$ 104.42
Add: Variable Costs	\$ 78.02	\$ 53.87	\$ 57.58	\$ 63.30	\$ 80.52
Direct Hourly Cash Flow Cost	\$ 184.14	\$ 100.28	\$ 115.59	\$ 140.55	\$ 184.94

	Tracked Feller Buncher	Grapple Skidder	Grapple Skidder	Shovel – Excavator	Shovel – Purpose Built
	150–225 kw	110–130 kw	180–210 kw	180–200 kw	250–275 kw
Add:					
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hourly Cost	\$ 274.68	\$ 190.82	\$ 206.13	\$ 231.09	\$ 275.48

	Forwarder Small	Forwarder – Medium	Cable – Tower	Cable – Swing	Harvester/ Rubber Tyred Medium
	15 –18t	20t+	>300 kW	>300 kW	170–200 kw
Current New Price	\$ 510,000	\$580,000	\$ 1,500,000	\$ 2,000,000	\$ 770,000
Hours Per Day	9.00	9.00	9.00	9.00	9.00
Hours Per Year	2,115	2,115	2,115	2,155	2,155
Years to be Owned	5.0	5.0	5.0	5.0	5.0
Gives Hours to be Owned	10,575	10,575	10,575	10,575	10,575
Current Used Price	\$ 102,000	\$ 116,000	\$ 375,000	\$ 500,000	\$ 154,000
Average Capital Invested	\$ 408,000	\$ 464,000	\$ 1,125,000	\$ 1,500,000	\$ 616,000
New Tyre Price (Set)	\$ 40,000	\$ 52,000	\$ –	\$ –	\$ 30,000
Tyre Life (hrs)	9,000	9,000	–	–	8,000
New Tracks Price (Set)	\$ –	\$ –	\$ 60,000	\$ 60,000	\$ –
Tracks Life (hrs)	–	–	10,000	10,000	–
Wire Rope	\$ –	\$ –	\$ 40,000	\$ 45,000	\$ –
Wire Rope Life	–	–	1,500	1,500	–
Proportion of ACI as Loan	100%	100%	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	0%	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Melbourne Diesel Terminal Gate Price – Average 25 September to 25 October 2021	\$ 1.463	\$ 1.463	\$ 1.463	\$ 1.463	\$ 1.463
GST	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Fuel Tax Credit	\$ 0.433	\$ 0.433	\$ 0.433	\$ 0.433	\$ 0.433

	Forwarder Small	Forwarder – Medium	Cable – Tower	Cable – Swing	Harvester/ Rubber Tyred Medium
	15–18t	20t+	>300 kW	>300 kW	170–200 kw
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.93	\$ 0.93	\$ 0.93	\$ 0.93	\$ 0.93
Litres Per Hour	17	19	25	25	18
Repairs and Maintenance (pa)	\$ 52,875	\$ 63,450	\$ 63,450	\$ 74,025	\$ 84,600
Fixed Costs/Hour					
Depreciation	\$ 38.58	\$ 43.88	\$ 106.38	\$ 141.84	\$ 58.25
Interest	\$ 8.05	\$ 9.16	\$ 23.68	\$ 31.58	\$ 12.16
Insurance	\$ 2.89	\$ 3.29	\$ 7.98	\$ 14.18	\$ 4.37
	\$ 49.53	\$ 56.32	\$ 138.04	\$ 187.60	\$ 74.78
Running Costs/Hour					
Fuel	\$ 15.81	\$ 17.67	\$ 23.25	\$ 23.25	\$ 16.74
Oil/Grease	\$ 0.23	\$.25	\$ 0.33	\$ 0.33	\$ 0.24
Repairs and Maintenance	\$ 25.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 40.00
Tracks	\$ –	\$ –	\$ 6.00	\$ 6.00	\$ –
Wire Rope	\$ –	\$ –	\$ 26.67	\$ 30.00	\$ –
Tyres	\$ 4.44	\$ 5.78	\$ –	\$ –	\$ 3.75
	\$ 45.48	\$ 53.7	\$ 86.25	\$ 94.58	\$ 60.73
Direct Machine Costs/ Hour					
	\$ 95.01	\$ 110.02	\$ 224.29	\$ 282.18.43	\$ 135.51
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 5.76	\$ 15.76	\$ 15.76	\$ 15.67	\$ 15.76
Estimated Total Hourly Cost					
	\$ 175.55	\$ 200.56	\$ 314.83	\$ 372.63	\$ 226.05
Estimated Cash Flow					
Hourly Fixed Costs	\$ 49.53	\$ 56.32	\$ 138.04	\$ 187.60	\$ 74.78
Less: Depreciation	\$ 38.58	\$ 43.88	\$ 106.38	\$ 141.84	\$ 58.25
Less: Interest	\$ 8.05	\$ 9.16	\$ 23.68	\$ 31.58	\$ 12.16
	\$ 2.89	\$ 3.29	\$ 7.98	\$ 14.18	\$ 4.37

	Forwarder Small	Forwarder – Medium	Cable – Tower	Cable – Swing	Harvester/ Rubber Tyred Medium
	15 –18t	20t+	>300 kW	>300 kW	170–200 kw
Add:					
Finance Costs – Principal	\$ 510,000	\$ 580,000	\$ 1,500,000	\$ 2,000,000	\$ 770,000
Term (years.)	5.0	5.0	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%	6.3%	6.3%
Monthly Repayment	\$ 9,919	\$ 11,281	\$ 29,174	\$ 38,899	\$ 14,976
Annual Repayment	\$ 119,029	\$ 135,367	\$ 350,087	\$ 466,782	\$ 179,711
Hourly Repayment	\$ 56.28	\$ 64.00	\$ 165.53	\$ 220.70	\$ 84.97
Total Hourly Fixed Costs – Cash Flow	\$ 59.17	\$ 67.29	\$ 173.05	\$ 234.89	\$ 89.34
Add: Variable Costs	\$ 45.48	\$ 53.78	\$ 86.25.50	\$ 94.58	\$ 60.73
Direct Hourly Cash Flow Cost	\$ 104.65	\$ 121.07	\$ 259.30	\$ 329.47	\$ 150.07
Add:					
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.56
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hourly Cost	\$ 195.19	\$ 211.61	\$ 349.84	\$ 420.01	\$ 240.54

	Harvester/ Rubber Tyred – Medium	Harvester/ Tracked Base – Small	Harvester/ Tracked Base – Medium	Harvester/ Tracked Base – Medium	Harvester/ Tracked Base – Large
	200–225 kw	20 inch	22 inch	24 inch	26 inch
Current New Price	\$ 815,000	\$ 780,000	\$ 850,000	\$ 985,000	\$ 1,050,000
Hours Per Day	9.00	9.00	9.00	9.00	9.00
Hours Per Year	2,115	2,115	2,115	2,115	2,115
Years to be Owned	5.0	5.0	5.0	5.0	5.0
Gives Hours to be Owned	10,575	10,575	10,575	10,575	10,575
Current Used Price	\$ 163,000	\$ 156,000	\$ 170,000	\$ 197,000	\$ 210,000
Average Capital Invested	\$ 652,000	\$ 624,000	\$ 680,000	\$ 788,000	\$ 840,000
New Tyre Price (Set)	\$ 30,000	–	–	–	–
Tyre Life (hrs)	8,000	–	–	–	–
New Tracks Price (Set)	\$ –	\$ 35,000	\$ 40,000	\$ 50,000	\$ 60,000
Tracks Life (hrs)	–	7,000	7,000	7,000	7,000
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Wire Rope Life	–	–	–	–	–
Proportion of ACI as Loan	100%	100%	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	–	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%	6.25%	6.25%
Melbourne Diesel Terminal Gate Price – Average 25 September to 25 October 2021	\$ 1.463	\$ 1.463	\$ 1.463	\$ 1.463	\$ 1.463
GST	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Fuel Tax Credit	\$ 0.433	\$ 0.433	\$ 0.433	\$ 0.433	\$ 0.433
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.93	\$ 0.93	\$ 0.93	\$ 0.93	\$ 0.93
Litres Per Hour	20	28	30	32	35
Repairs and Maintenance (pa)	\$ 95,175	\$ 74,025	\$ 84,600	\$ 95,175	\$ 108,750
Fixed Costs/Hr					
Depreciation	\$ 61.65	\$ 59.01	\$ 64.30	\$ 74.52	\$ 79.43
Interest	\$ 12.87	\$ 12.31	\$ 13.42	\$ 15.55	\$ 16.58
Insurance	\$ 4.62	\$ 4.43	\$ 4.82	\$ 5.59	\$ 5.96
	\$ 79.15	\$ 75.75	\$ 82.54	\$ 95.65	\$ 101.97

	Harvester/ Rubber Tyred – Medium	Harvester/ Tracked Base – Small	Harvester/ Tracked Base – Medium	Harvester/ Tracked Base – Medium	Harvester/ Tracked Base – Large
	200–225 kw	20 inch	22 inch	24 inch	26 inch
Running Costs/Hour					
Fuel	\$ 18.60	\$ 26.04	\$ 27.90	\$ 27.90	\$ 32.55
Oil/Grease	\$ 0.27	\$ 0.37	\$ 0.40	\$ 0.43	\$ 0.47
Repairs and Maintenance	\$ 45.00	\$ 35.00	\$ 40.00	\$ 45.00	\$ 50.00
Tracks	\$ –	\$ 5.00	\$ 5.71	\$ 7.14	\$ 8.57
Wire Rope	\$ –	\$ –	\$ –	\$ –	\$ –
Tyres	\$ 3.75	\$ –	\$ –	\$ –	\$ –
	\$ 67.62	\$ 66.41	\$ 74.01	\$ 80.47	\$ 91.59
Direct Machine Costs/Hour	\$ 146.79	\$ 142.16	\$ 156.55	\$ 176.12	\$ 193.56
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Hourly Cost	\$ 237.33	\$ 232.70	\$ 247.09	\$ 266.66	\$ 284.10

Estimated Cash Flow

Hourly Fixed Costs	\$ 79.15	\$ 75.75	\$ 82.54	\$ 95.65	\$ 101.97
Less: Depreciation	\$ 61.65	\$ 59.01	\$ 64.30	\$ 74.52	\$ 79.43
Less: Interest	\$ 12.87	\$ 12.31	\$ 13.42	\$ 15.55	\$ 16.58
	\$ 4.62	\$ 4.43	\$ 4.82	\$ 5.59	\$ 5.96
Add:					
Finance Costs – Principal	\$ 815,000	\$ 780,000	\$ 850,000	\$ 985,000	\$ 1,050,000
Term (yrs.)	5.0	5.0	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%	6.3%	6.3%
Monthly Repayment	\$ 15,851	\$ 15,170	\$ 16,532	\$ 19,158	\$ 20,422
Annual Repayment	\$ 190,214	\$ 182,045	\$ 198,382	\$ 229,890	\$ 245,061
Hourly Repayment	\$ 89.94	\$ 86.07	\$ 93.80	\$ 108.70	\$ 115.87
Total Hourly Fixed Costs – Cash Flow	\$ 94.56	\$ 90.50	\$ 98.62	\$ 114.28	\$ 121.83
Add: Variable Costs	\$ 67.64	\$ 66.41	\$ 76.01	\$ 80.47	\$ 91.59
Direct Hourly Cash Flow Cost	\$ 162.20	\$ 156.91	\$ 1174.63	\$ 194.75	\$ 213.42

	Harvester/ Rubber Tyred – Medium	Harvester/ Tracked Base – Small	Harvester/ Tracked Base – Medium	Harvester/ Tracked Base – Medium	Harvester/ Tracked Base – Large
	200–225 kw	20 inch	22 inch	24 inch	26 inch
Add:					
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hrly Cost	\$ 252.74	\$ 247.45	\$ 265.17	\$ 285.29	\$ 303.96

	Loader 19–22t	Loader 28–34t
Current New Price	\$ 300,000	\$ 350,000
Hours Per Day	9.00	9.00
Hours Per Year	2,115	2,115
Years to be Owned	5.0	5.0
Gives Hours to be Owned	10,575	10,575
Current Used Price	\$ 60,000	\$ 70,000
Average Capital Invested	\$ 240,000	\$ 280,000
New Tyre Price (Set)	\$ –	\$ –
Tyre Life (hrs)	\$ –	\$ –
New Tracks Price (Set)	\$ 35,000	\$ 40,000
Tracks Life (hrs)	10,000	10,000
Wire Rope	\$ –	\$ –
Wire Rope Life	–	–
Proportion of ACI as Loan	100%	100%
Proportion of ACI as Owners Equity	0%	0%
Loan Interest Rate	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%
Melbourne Diesel Terminal Gate Price – Average 25 September to 25 October 2021	\$ 1.463	\$ 1.463
GST	\$ 0.10	\$ 0.10
Fuel Tax Credit	\$ 0.433	\$ 0.433
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.93	\$ 0.93
Litres Per Hour	21	23
Repairs and Maintenance (pa)	\$ 52,875	\$ 63,450

	Loader	Loader
	19–22t	28–34t
Fixed Costs/Hour		
Depreciation	\$ 22.70	\$ 26.48
Interest	\$ 4.74	\$ 5.53
Insurance	\$ 1.70	\$ 1.99
	<u>\$ 29.13</u>	<u>\$ 33.99</u>
Running Costs/Hour		
Fuel	\$ 19.53	\$ 21.39
Oil/Grease	\$ 0.28	\$ 0.31
Repairs and Maintenance	\$ 25.00	\$ 30.00
Tracks	\$ 3.50	\$ 4.00
Wire Rope	\$ –	\$ –
Tyres	\$ –	\$ –
	<u>\$ 48.31</u>	<u>\$ 55.70</u>
Direct Machine Costs/Hour	\$ 77.44	\$ 89.69
Labour Per Machine Hour	\$ 69.15	\$ 69.15
Service & Support V	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76
Estimated Total Hourly Cost	\$ 167.98	\$ 180.23
Estimated Cash Flow		
Hourly Fixed Costs	\$ 29.13	\$ 33.99
Less: Depreciation	\$ 22.70	\$ 26.48
Less: Interest	\$ 4.74	\$ 5.53
	<u>\$ 1.70</u>	<u>\$ 1.99</u>
Add:		
Finance Costs – Principal	\$ 300,000	\$ 350,000
Term (yrs.)	5.0	5.0
Interest Rate	6.3%	6.3%
Monthly Repayment	\$ 5,835	\$ 6,807
Annual Repayment	\$ 70,017	\$ 81,687
Hourly Repayment	<u>\$ 33.11</u>	<u>\$ 38.62</u>
Total Hourly Fixed Costs – Cash Flow	\$ 34.81	\$ 40.61
Add: Variable Costs	\$ 48.31	\$ 55.70
Direct Hourly Cash Flow Cost	\$ 83.12	\$ 96.31
Add:		
Labour Per Machine Hour	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hourly Cost	\$ 173.66	\$ 186.85

SECOND LINE MACHINES

	Dozer – Support	Tail Hold Machine	Loader
Current Used Price	\$ 225,000	\$ 150,000	\$ 150,000
Hours Per Day	5.00	5.00	5.00
Hours Per Year	1,175	1,175	1,175
Years to be Owned	5.0	5.0	5.0
Gives Hours to be Owned	5,875	5,875	5,875
Current Used Price	\$ 67,500	\$ 45,000	\$ 45,000
Average Capital Invested	\$ 157,500	\$ 105,000	\$ 105,000
New Tyre Price (Set)	–	–	–
Tyre Life (hrs)	–	–	–
New Tracks Price (Set)	\$ 25,000	\$ 25,000	\$ 25,000
Tracks Life	7,000	7,000	7,000
Wire Rope	\$ –	\$ –	\$ –
Wire Rope Life	–	–	–
Proportion of ACI as Loan	100%	100%	100%
Proportion of ACI as Owners Equity	0%	0%	0%
Loan Interest Rate	6.25%	6.25%	6.25%
Owners Interest Rate	6.25%	6.25%	6.25%
Melbourne Diesel Terminal Gate Price – Average 25 September to 25 October 2021	\$ 1.463	\$ 1.463	\$ 1.463
GST	\$ 0.10	\$ 0.10	\$ 0.10
Fuel Tax Credit	\$ 0.433	\$ 0.433	\$ 0.433
Fuel Price (\$ per litre – Net of Rebate)	\$ 0.93	\$ 0.93	\$ 0.93
Litres Per Hour	\$ 25	\$ 25	\$ 25
Repairs and Maintenance (pa)	\$ 47,000	\$ 47,000	\$ 47,000
Fixed Costs/Hour			
Depreciation	\$ 26.81	\$ 17.87	\$ 17.87
Interest	\$ 6.39	\$ 4.26	\$ 4.26
Insurance	\$ 2.01	\$ 1.34	\$ 1.34
	<u>\$ 35.21</u>	<u>\$ 23.48</u>	<u>\$ 23.48</u>
Running Costs/Hour			
Fuel	\$ 23.25	\$ 23.25	\$ 23.25
Oil/Grease	\$ 0.33	\$ 0.33	\$ 0.33
Repairs and Maintenance	\$ 40.00	\$ 40.00	\$ 40.00
Tracks	\$ 3.57	\$ 3.57	\$ 3.57
Wire Rope	\$ –	\$ –	\$ –
Tyres	\$ –	\$ –	\$ –
	<u>\$ 67.15</u>	<u>\$ 67.15</u>	<u>\$ 67.15</u>

	Dozer – Support	Tail Hold Machine	Loader
Direct Machine Costs/Hour	\$ 102.36	\$ 90.63	\$ 90.63
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Hourly Cost	\$ 192.90	\$ 181.17	\$ 181.17
Estimated Cash Flow Cost/Hr			
Hourly Fixed Costs	\$ 35.21	\$ 23.48	\$ 23.48
Less: Depreciation	\$ 26.81	\$ 17.87	\$ 17.87
Less: Interest	\$ 6.39	\$ 4.26	\$ 4.26
	\$ 2.01	\$ 1.34	\$ 1.34
Add; Finance Costs – Principal	\$ 225,000	\$ 150,000	\$ 150,000
Term (years.)	5.0	5.0	5.0
Interest Rate	6.3%	6.3%	6.3%
Monthly Repayment	\$ 4,376	\$ 2,917	\$ 2,917
Annual Repayment	\$ 52,513	\$ 35,009	\$ 35,009
Hourly Repayment	\$ 44.69	\$ 29.79	\$ 29.79
Total Hourly Fixed Costs – Cash Flow	\$ 46.70	\$ 31.14	\$ 31.14
Add: Variable Costs	\$ 67.15	\$ 67.15	\$ 67.15
Direct Hourly Cash Flow Cost	\$ 113.85	\$ 98.29	\$ 98.29
Add:			
Labour Per Machine Hour	\$ 69.15	\$ 69.15	\$ 69.15
Service & Support Vehicles	\$ 5.63	\$ 5.63	\$ 5.63
Overhead Allocation	\$ 15.76	\$ 15.76	\$ 15.76
Estimated Total Cash Flow Hourly Cost	\$ 204.39	\$ 188.83	\$ 188.83

E. LABOUR COSTS

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

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

F. PAYMENT FOR THE BUSINESS OWNER'S LABOUR

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

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

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

Pipelines Act 2005**SECTION 67**

Minor Alteration to Authorised Route

PIPELINE LICENCE NUMBER	PL50
NAME OF LICENSEE	APA VTS Australia (Operations) Pty Ltd
ADDRESS(ES) OF LICENSEE	Level 19 HSBC Building 580 George Street, Sydney, New South Wales 2000
AUTHORISED ROUTE	The pipeline commences at a branch valve approximately 840 m north of Bonds Lane, Morwell, and heads in a generally southerly direction of approximately 6 km, before changing to a westerly direction for approximately 6 km, then to a north westerly direction from the Morwell River crossing for approximately 14 km, before turning to a generally westerly direction for about 100 km and terminating at Dandenong Terminal Station, west of the Frankston Dandenong Road, Dandenong South.
ALTERATION	<ol style="list-style-type: none"> 1. The alteration is to add a 40 metre lateral to the Huckerby Drive, City Gate. <p>As from today:</p> <ol style="list-style-type: none"> 2. The route of the pipeline starts at a branch valve north of Bonds Lane, Morwell and ends at the Dandenong Terminal Station. 3. The route is shown by the red line and green line on Drawing Number(s) A6-50-1 Rev 0.3; A6-50-2 Rev 0.3; A6-50-3 Rev 1.3; A6-50-4 Rev 0.3; A6-50-5 Rev 0.3; A6-50-6 Rev 0.7 and A6-50-7 Rev 0.3.

CONDITIONS

For that part of the authorised route that is subject to alteration, the following conditions apply:

- a. Maximum Allowable Operating Pressure: 2760 kPa
- b. Contents:– Gaseous Hydrocarbons
- c. Length: 40 m
- d. Steel grade: ASTM A333 Gr.6
- e. Nominal diameter: 150 mm
- f. Wall thickness: 6.22 mm
- g. Depth of burial: 1.2 m
- h. External Coating: HBE95

Dated 31 January 2022

DON HOUGH
Principal, Pipeline Regulation
Delegate of the Minister for Energy, Environment and Climate Change

Public Health and Wellbeing Act 2008

Section 165AI

GUIDANCE FOR THE PANDEMIC (ADDITIONAL INDUSTRY OBLIGATIONS)
ORDER 2022 (No. 6)

The presence of a person with a positive diagnosis for COVID-19 at a work premises is considered to pose an immediate risk of transmission to persons who attend, or may attend, the work premises. This Order imposes additional specific obligations on employers and workers in specific industries in relation to managing the risk associated with COVID-19.

The following industries must comply with this Order:

- (1) poultry processing facilities;
- (2) abattoirs and meat processing facilities;
- (3) seafood processing facilities;
- (4) supermarket work premises and perishable food work premises;
- (5) warehousing and distribution centres;
- (6) commercial cleaning services;
- (7) care facilities;
- (8) ports of entry servicing international arrivals;
- (9) hotel quarantine;
- (10) hospitals;
- (11) schools;
- (12) childcare or early childhood services;
- (13) construction sites.

An authorised officer or inspector may conduct an inspection of the work premises and audit the records of the employer.

An employer must consult with health and safety representatives, together with workers who are likely to be directly affected in relation to the implementation of the Additional Industry Obligations.

Failure to comply with this Order may result in penalties.

This explanatory guidance does not form part of the Pandemic (Additional Industry Obligations) Order 2022 (No. 6) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (ADDITIONAL INDUSTRY OBLIGATIONS) ORDER 2022 (No. 6)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (ADDITIONAL INDUSTRY OBLIGATIONS) ORDER 2022 (No. 6)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

- (1) The purpose of this Order is to establish additional specific obligations on employers and workers in specific industries in relation to managing the risk associated with COVID-19 transmission in the work premises.
- (2) This Order must be read together with the pandemic orders in force.
- (3) This Order is intended to supplement any obligations an employer may have under the **Occupational Health and Safety Act 2004** and the Workplace Orders and are not intended to derogate from any such obligations.

2. Citation

This Order may be referred to as the **Pandemic (Additional Industry Obligations) Order 2022 (No. 6)**.

3. Authorising provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 11:59:00 pm on 13 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Additional Industry Obligations) Order 2022 (No. 5)** is revoked at 11:59:00 pm on 13 February 2022.

5. Definitions

Terms used in the Order have meanings set out in Schedule 2.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – ADDITIONAL INDUSTRY OBLIGATIONS**7. Application of this Order to certain employers and roles**

- (1) This Order applies to Additional Obligation Industries, namely:
 - (a) poultry processing facilities;
 - (b) abattoirs and meat processing facilities;
 - (c) seafood processing facilities;
 - (d) supermarket work premises and perishable food work premises;
 - (e) warehousing and distribution centres;
 - (f) commercial cleaning services;
 - (g) care facilities;
 - (h) ports of entry servicing international arrivals;
 - (i) hotel quarantine;
 - (j) hospitals;
 - (k) schools;
 - (l) childcare or early childhood services;
 - (m) construction sites.

- (2) This Order applies to Additional Obligation Industries work premises that are located:
 - (a) in relation to supermarket work premises and perishable food work premises, and warehousing and distribution centres, in Metropolitan Melbourne; and
 - (b) in relation to all other Additional Obligation Industries not referred to in paragraph (a), anywhere in Victoria, unless this Order indicates otherwise.

8. General obligations

Clauses 9 and 10 apply to high-risk hospital work premises.

Note: the exception of care facilities and hospitals (except for high-risk hospital work premises) as being exempt from the requirements in clause 8 does not exempt care facilities from satisfying equivalent requirements imposed under other regulatory arrangements.

9. Compliance

To assess an employer's compliance with this Order, an authorised officer or inspector (or their nominated representative) may conduct:

- (1) an inspection of a work premises; or
- (2) an inspection or audit of the records of an employer.

10. Consultation

An employer in relation to a high-risk hospital work premises must, to the extent reasonably practicable, consult with health and safety representatives, together with workers who are, or are likely to be, directly affected:

- (1) to identify or assess risks to health or safety at a workplace; and
- (2) to make decisions about the measures to be taken to control risks to health and safety; and
- (3) to determine if any risk identified under subclause (1) is either under the employer's management and control or arises from the employer's conduct; and
- (4) to make decisions about the adequacy of facilities for the welfare of workers; and
- (5) in making decisions about procedures to resolve health and safety issues, including (but not limited to):
 - (a) procedures around health and safety consultation itself;
 - (b) procedures to monitor the health of workers and the conditions of the workplace;
 - (c) procedures to provide information and training to workers; and
- (6) by a change to:
 - (a) a workplace; or
 - (b) the plant, substances, or other things used at a workplace; or
 - (c) the conduct of work performed at a workplace.

11. Additional Industry Obligations

- (1) An employer in relation to an Additional Obligation Industry work premises must:
 - (a) where the employer's work premises is an industry that is listed in the Surveillance Testing Industry List and Requirements (as amended from time to time on the advice of the Chief Health Officer):
 - (i) carry out surveillance testing for COVID-19 on its workers in relation to the work premises in accordance with the requirements of the Surveillance Testing Industry List and Requirements (as amended from time to time on the advice of the Chief Health Officer), including:
 - (A) those sections of its workforce required to be tested under the Surveillance Testing Industry List and Requirements;
 - (B) a weekly surveillance testing target of the percentage of workers that are to be tested; and

- (ii) for industries that require workers to undergo a COVID-19 rapid antigen test, if a worker receives an invalid test result from the COVID-19 rapid antigen test, the employer must direct the worker to undertake a second COVID-19 rapid antigen test as soon as possible; and
- (iii) for industries that require workers to undergo a COVID-19 test, if a worker receives:
 - (A) a positive test result from the COVID-19 rapid antigen test, the employer must direct the worker to immediately self-isolate in accordance with the Quarantine, Isolation and Testing Order; or
 - (B) two successive invalid COVID-19 rapid antigen test results, the employer must direct the worker to:
 - (1) undertake a COVID-19 PCR test as soon as possible; and
 - (2) immediately self-isolate until a negative COVID-19 PCR test result is received; and
- (iv) keep records of surveillance testing of workers for COVID-19, which demonstrate that the employer has complied with its obligations under subparagraph (i) in relation to the work premises; and
- (v) provide the records required to be kept by the employer under subparagraph (iv) to the Department upon request by the Department for those records.

Note: the industries and requirements included in the Surveillance Testing Industry List and Requirements may be amended on the advice of the Chief Health Officer.

- (2) An employer is not required to carry out surveillance testing for COVID-19 pursuant to subparagraph (1)(a)(i) in relation to a worker who is a confirmed case for a period of 30 days commencing from the date the diagnosis of COVID-19 is confirmed through a COVID-19 PCR test.

12. **Abattoirs and meat processing facilities, poultry processing facilities and seafood processing facilities**

In relation to a work premises that is an abattoir, meat processing facility, poultry processing facility or seafood processing facility, an employer must ensure that all workers at the work premises wear the appropriate level of personal protective equipment:

- (1) to carry out the functions of the worker's role; and
- (2) to mitigate the introduction of COVID-19 at the work premises including (but not limited to) at a minimum, wearing a surgical face mask, unless it is not reasonably practicable to wear a surgical face mask in the work premises or the nature of a worker's work means that it creates a risk to their health and safety.

*Note: an employer at a work premises that is an abattoir, meat processing facility, poultry processing facility or seafood processing facility is required to comply with subclause (2) unless an exception under the **Movement and Gathering Order** applies in respect of a worker, in which case the employer is exempted from requiring that worker to wear a face covering.*

13. **Care facilities**

- (1) An employer in relation to a work premises that is a care facility in Victoria must require care facility workers in relation to a care facility to wear a face covering while working in any indoor space at the care facility if the worker is performing a resident-facing role at the care facility, unless an exception under the **Movement and Gathering Order** applies to that worker.

Example: where a care facility worker is communicating with a resident who is hard of hearing or deaf and visibility of the mouth is essential for communication, that care facility worker may remove their face covering whilst communicating with the resident.

Note: a care facility worker working in a resident-facing role at a care facility must wear a mask at all times while working in an indoor space including when they are not interacting with residents.

- (2) If a care facility worker is working at more than one work premises for two or more different employers:
 - (a) the care facility worker must provide a written declaration to each employer to advise them that the worker is working at more than one work premises and must provide details of the other work premises to each employer; and
 - (b) each employer must maintain a record of all care facility workers who have disclosed to the employer under paragraph (a) that they are working across more than one work premises.
- (3) Despite the Visitors to Hospitals and Care Facilities Order, an employer in relation to a work premises that is a care facility in Victoria must not permit an employee or contractor (excluding a visiting health care professional) to enter the care facility where:
 - (a) the employee or contractor has, on or after 4 October 2020, worked at another care facility; and
 - (b) at the time the employee or contractor worked at that other care facility, a confirmed case was present at that other facility,unless the employee or contractor is fully vaccinated or is an excepted person and either:
 - (c) the following applies:
 - (i) at least 7 days have elapsed since the last time the employee or contractor worked at that other facility while a confirmed case was present; and
 - (ii) the employee or contractor:
 - (A) has undertaken a COVID-19 rapid antigen test on or after 6 days from the day that the employee or contractor last worked at that other facility while a confirmed case was present; and
 - (B) received confirmation that the results of the test undertaken pursuant to subsubparagraph (A) were negative; or
 - (d) the following applies:
 - (i) their attendance at the care facility is reasonably necessary to address a significant actual or potential decline in the quality of care delivered by the operator of that care facility; and
 - (ii) the employee or contractor is not experiencing COVID-19 symptoms; and
 - (iii) the employee or contractor:
 - (A) undertakes a COVID-19 rapid antigen test each day prior to working at the care facility for a period of 5 days from the day after that the employee or contractor last worked at that other facility while a confirmed case was present; and
 - (B) receives confirmation that the results of the tests undertaken pursuant to subsubparagraph (A) were negative.
- (4) For the avoidance of any doubt, the obligations on an employer in subclause (3) do not apply to a visiting health care professional entering the care facility.
- (5) An employer in relation to a work premises that is a care facility in Victoria must comply with personal protective equipment requirements in accordance with the requirements of the Department.
- (6) The Chief Health Officer may grant an exemption in writing to the requirements of subclause (3).

Note: an exemption may only be granted where it is necessary to ensure that residents are provided with a reasonable standard of care.

14. Ports of entry

- (1) Subject to subclause (2), a port of entry worker means:
- (a) any airport or maritime port worker who has direct contact (including occasional contact or interactions) with international passengers or crew, at the international port of entry; or
 - (b) a worker or person who interacts with the environment within the international port of entry (including any worker or person who boards a vessel, ship or aircraft) where international passengers and crew are or have been.

Note: interacting with the 'environment' within the international port of entry refers to handling items and/or using or being in communal facilities (such as toilets, waiting areas and seating) that have been used by or are being used by international passengers and crew. It also refers to boarding or entering a vessel, ship or aircraft where international passengers and crew are or have been.

- (2) Despite subclause (1), a port of entry worker does not include any worker who works in an international departures area of an airport.
- (3) In relation to a work premises that is a port of entry work premises servicing international arrivals, an employer must:

Note: a work premises which is a port of entry servicing international arrivals is a port or airport at which port of entry workers provide services in relation to, or encounter, passengers, crew members, shipping vessels or aircraft arriving in Victoria from outside of Australia, subject to the definition of 'port of entry workers' above.

- (a) make available an adequate supply of personal protective equipment free of charge to port of entry workers; and
- (b) ensure that all port of entry workers wear appropriate personal protective equipment in accordance with the requirements of the Department; and
- (c) if they are an employer of an international aircrew service worker, keep, and provide to the Department upon request by the Department, records of:
 - (i) the date and time each COVID-19 rapid antigen test is administered to an international aircrew service worker; and
 - (ii) the result of each COVID-19 rapid antigen test administered to an international aircrew service worker; and
 - (iii) in the event that the result of the COVID-19 rapid antigen test is positive for an international aircrew service worker, the date, time and result of a COVID-19 PCR test undertaken on that worker.

15. Hotel quarantine

- (1) In relation to a work premises that is a hotel quarantine work premises, an employer must:
- (a) make available an adequate supply of personal protective equipment free of charge to workers; and
 - (b) ensure that all workers wear appropriate personal protective equipment in accordance with the requirements of the Department; and
 - (c) provide regular training to workers (including, but not limited to, an induction for all workers commencing at, or returning to, the work premises) that covers:
 - (i) good hygiene practices; and
 - (ii) advising workers not to attend the work premises when unwell.

16. Hospitals

- (1) In relation to those parts of a hospital that are a high-risk hospital work premises, an employer must arrange operations at the work premises so as to have high-risk hospital work premises workers working consistently with the same group of other

high-risk hospital work premises workers where reasonably practicable, including (but not limited to):

- (a) developing separate shifts in a way that minimises physical interactions between groups of high-risk hospital work premises workers attending different shifts;
 - (b) separating high-risk hospital work premises workers into work areas;
 - (c) dividing work areas up further into separate teams;
 - (d) providing separate break areas for the separate teams;
 - (e) requiring teams to use separate entrances and exits from other teams; and
 - (f) where high-risk hospital work premises workers are from the same household, ensuring they work in the same shift and work area.
- (2) Subject to subclause (3), an employer in relation to a high-risk hospital work premises must not require or permit a high-risk hospital work premises worker to perform work at more than one work premises of the employer.
- (3) Subclause (2) does not apply where it is not practicable to limit a high-risk hospital work premises worker to only one work premises.
- (4) Where subclause (3) applies, the employer must be able to demonstrate the systems of work which it has put in place to minimise the number of high-risk hospital work premises workers working across multiple work premises.
Example: rosters.
- (5) In relation to a work premises identified in Column 1 of Schedule 1, an employer must comply with the restrictions and requirements outlined in Column 2 of Schedule 1, except in relation to:
- (a) an in vitro fertilisation (IVF) procedure performed at a work premises that is a registered facility; or
 - (b) a procedure for the surgical termination of pregnancy.

PART 3 – GENERAL PROVISIONS

17. Relationship with other Orders

- (1) If there is any inconsistency between this Order and a pandemic order in force or other requirement contained in a Detention Notice, this Order is inoperative to the extent of the inconsistency.
- (2) If there is any inconsistency between this Order and a requirement contained in the **Workplace Order**, the **Workplace Order** is inoperative to the extent of the inconsistency.

18. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

19. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked Additional Industry Obligations Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked Additional Industry Obligations Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked Additional Industry Obligations Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

PART 4 – PENALTIES

20. Penalties

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.

Penalty: In the case of a natural person, 60 penalty units;

Penalty: In the case of a body corporate, 300 penalty units.

- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – RESTRICTIONS ON ELECTIVE SURGERY

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
Private hospitals and day procedure centres in Metropolitan Melbourne and private hospitals in the local government area of the City of Greater Geelong	<p>(a) An employer may only permit elective surgery (including multi-day surgery and non-urgent surgery) to be performed if the employer does not exceed the volume cap on elective surgery procedures in paragraph (b).</p> <p>(b) An employer must ensure that the volume of elective surgery procedures performed per week at each registered facility does not exceed 50 per cent of the usual volume of allocated list time prior to the introduction of restrictions on elective surgery procedures under the revoked Workplace (Additional Industry Obligations) Directions (No. 51).</p> <p>(c) An employer must:</p> <ul style="list-style-type: none"> (i) ensure all patients requiring elective surgery procedures are prioritised based on clinical need; (ii) maintain, at a minimum, the capacity the employer's facility has been providing public health services, as of 31 January 2022. Any reduction in this capacity must be confirmed by way of written mutual agreement between the relevant private and public hospital's Chief Executive Officers; (iii) assist aged care facilities with workforce requests related to shortages caused by the COVID-19 pandemic; (iv) assist public health services operating a COVID-19 streaming area to ensure urgent public patients waiting for elective surgery are treated within clinically recommended times. <p>(d) The following services provided by an employer do not count towards the volume cap in place at each registered facility in accordance with paragraph (b):</p> <ul style="list-style-type: none"> (i) all activity undertaken on behalf of public health services or public hospitals; (ii) emergency surgery. <p>(e) An employer may only permit elective surgery procedures to be performed in accordance with paragraphs (a) and (b) if the employer provides a report to the Department and relevant impacted public health services on a weekly basis that specifies:</p> <ul style="list-style-type: none"> (i) the volume of urgent elective surgery procedures it is performing; and (ii) how requests for support from public health services to assist with the COVID-19 response and aged care facility workforce requests have been fulfilled.

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
Private hospitals (excluding day procedure centres) in the local government area of the City of Ballarat, the City of Greater Shepparton, the City of Greater Bendigo, the City of Latrobe and the Rural City of Wangaratta	<p>(a) An employer may only permit elective surgery (including multi-day surgery and non-urgent surgery) to be performed if the employer does not exceed the volume cap on elective surgery procedures in paragraph (b).</p> <p>(d) An employer must ensure that the volume of elective surgery procedures performed per week at each registered facility does not exceed 75 per cent of the usual volume of allocated list time prior to the introduction of restrictions on elective surgery procedures under the revoked Workplace (Additional Industry Obligations) Directions (No. 51).</p> <p>(c) An employer must:</p> <ul style="list-style-type: none"> (i) ensure all patients requiring elective surgery procedures are prioritised based on clinical need; (ii) maintain, at a minimum, the capacity the employer's hospital has been providing public health services, as of 31 January 2022. Any reduction in this capacity must be confirmed by way of written mutual agreement between the relevant private and public hospital's Chief Executive Officers; (iii) assist aged care facilities with workforce requests related to shortages caused by the COVID-19 pandemic; (iv) assist public health services operating a COVID-19 streaming area to ensure urgent public patients waiting for elective surgery are treated within clinically recommended times. <p>(d) The following services provided by an employer do not count towards the volume cap in place at each hospital in accordance with paragraph (b):</p> <ul style="list-style-type: none"> (i) all activity undertaken on behalf of public health services or public hospitals; (ii) emergency surgery. <p>(e) An employer may only permit elective surgery procedures to be performed in accordance with paragraphs (a) and (b) if the employer provides a report to the Department and relevant impacted public health services on a weekly basis that specifies:</p> <ul style="list-style-type: none"> (i) the volume of urgent elective surgery procedures it is performing; and (ii) how requests for support from public health services to assist with the COVID-19 response and aged care facility workforce requests have been fulfilled.

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
<p>All public health services located in Metropolitan Melbourne except:</p> <ul style="list-style-type: none"> ● Peter MacCallum Cancer Centre; and ● Royal Victorian Eye and Ear Hospital 	<ul style="list-style-type: none"> (a) An employer may only permit an elective surgery procedure to be performed that is an urgent elective surgery procedure. (b) An employer must ensure all elective surgery procedures that are not urgent elective surgery procedures, including Category 2 elective surgery procedures, Category 3 elective surgery procedures and non-urgent non-ESIS procedures, are postponed. (c) An employer must provide a written request to private hospitals and day procedure centres each week, outlining what support is required by the employer from private hospitals and day procedure centres to assist with the COVID-19 pandemic response and provide this information to the Department each week.
<p>All public health services and public hospitals located in Regional Victoria.</p>	<ul style="list-style-type: none"> (a) An employer may only permit an elective surgery procedure to be performed that is: <ul style="list-style-type: none"> (i) an urgent elective surgery procedure; or (ii) Category 2 or Category 3 elective surgery procedures and non-urgent non-ESIS procedures, where the employer is satisfied the hospital has capacity to do so, considering local challenges associated with the COVID-19 pandemic response. (b) An employer must ensure all patients requiring elective surgery must be prioritised based on clinical need. (c) An employer must provide a written request to private hospitals and day procedure centres each week, outlining what support is required by the employer from private hospitals and day procedure centres to assist with the COVID-19 pandemic response and provide this information to the Department each week. (d) If an employer intends to reduce the volume of its allocated elective surgery procedure list, the employer must notify the Department prior to postponing any elective surgery procedures. (e) If paragraph (d) applies, an employer should ensure elective surgery procedures that are not urgent elective surgery procedures, including Category 2 elective surgery procedures, Category 3 elective surgery procedures and non-urgent non-ESIS procedures, are reduced in the first instance.

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
Peter MacCallum Cancer Centre and the Royal Victorian Eye and Ear Hospital	<ul style="list-style-type: none"> (a) An employer may only permit an elective surgery procedure to be performed that is: <ul style="list-style-type: none"> (i) an urgent elective surgery procedure; or (ii) a Category 2 elective surgery. (b) An employer must ensure Category 3 elective surgery procedures and non-urgent non-ESIS procedures, are postponed. (c) An employer must ensure all patients requiring elective surgery must be prioritised based on clinical need. (d) An employer may only permit elective surgery procedures to be performed if the employer provides a report to the Department and relevant impacted public health services on a weekly basis that specifies: <ul style="list-style-type: none"> (i) the volume of urgent elective surgery procedures it is performing; and (ii) how requests for support from public health services to assist with the COVID-19 response and aged care facility workforce requests have been fulfilled.

SCHEDULE 2 – DEFINITIONS

For the purposes of this Order:

abattoir has the meaning under the PrimeSafe licence categories ‘abattoirs (domestic)’ and ‘abattoirs (exports)’;

Additional Obligation Industries has the meaning in clause 7(1);

aircraft means an aircraft that is mainly used for the purpose of, or is engaged, or is intended or likely to be engaged, in a flight wholly within Australia;

airport means a facility that receives scheduled international passenger air transport services and / or passenger charter air services from international markets;

authorised officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

care facility has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

care facility worker has the same meaning as ‘care facility worker’ in the **Visitors to Hospitals and Care Facilities Order**;

Category 1 elective surgery procedure means a procedure that is clinically indicated within 30 days and where the patient’s condition has the potential to deteriorate quickly to the point where the patient’s condition may become an emergency;

Category 2 elective surgery procedure means procedure that is clinically indicated within 90 days and is unlikely to deteriorate quickly or become an emergency during that period;

Category 3 elective surgery procedure means a procedure that is clinically indicated within 365 days but is unlikely to deteriorate quickly;

childcare or early childhood service means onsite early childhood education and care services or children’s services provided under the:

- (1) **Education and Care Services National Law** and the **Education and Care Services National Regulations**, including long day care services, kindergartens and/or preschool and family daycare services, but not including outside school hours care services; and
- (2) **Children’s Services Act 1996**, including limited hours services, budget based funded services, occasional care services, early childhood intervention services, mobile services and (if applicable) school holiday care programs;

confirmed case means a worker or person diagnosed with COVID-19 and includes the period of time prior to the diagnosis during which the worker is considered infectious;

Note: the period during which a person is considered infectious is generally considered to be 48 hours prior to the onset of COVID-19 symptoms, however, alternative infectious periods may be determined at the discretion of an officer or nominated representative of the Department (for instance, in high-risk settings or if the confirmed case is asymptomatic).

construction site means a work premises at which civil works, building or construction activities take place;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 PCR test means a COVID-19 polymerase chain reaction test;

COVID streaming area means any patient treatment area nominated by the relevant health service as an area dedicated to treating a confirmed case or confirmed cases, including negative pressure rooms for COVID-19 patients;

COVID-19 symptoms has the same meaning as in the **Workplace Order**;

day procedure centre has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

density quotient has the same meaning as in the **Workplace Order**;

Department means the Department of Health;

Detention Notice means a notice given to a person requiring the person to be detained for a specified period under the **Public Health and Wellbeing Act 2008**;

elective surgery procedure means an urgent elective surgery procedure, urgent non-ESIS procedures, Category 1 elective surgery procedure, Category 2 elective surgery procedure, Category 3 elective surgery procedure or non-urgent non-ESIS procedure;

employee includes a person who is self-employed;

employer means a person who owns, operates or controls a work premises and includes a person who is self-employed or a sole-trader;

excepted person has the same meaning as in the **Open Premises Order**;

face covering has the same meaning as in the **Workplace Order**;

fully vaccinated has the same meaning as in the **Open Premises Order**;

high-risk hospital work premises means any hospital ward treating a confirmed case or cases of COVID-19;

high-risk hospital work premises worker means any worker involved in the direct care of patients, and those who interact with a high-risk hospital work premises;

hospital has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

hotel quarantine means a place (being a hotel or other facility or class of facility), designated by the Attorney-General and published in the Government Gazette, where people are detained in or directed to remain in, or are staying in, quarantine, isolation or emergency accommodation at, for the purpose of eliminating or reducing the serious risk to public health posed by the COVID-19 pandemic;

inspector has the same meaning as in the **Occupational Health and Safety Act 2004**;

meat processing facility has the meaning under the PrimeSafe licence category ‘further meat processing facilities’;

Metropolitan Melbourne means the area within the municipal districts under the local government of the municipal councils set out in Schedule 2 of the **Planning and Environment Act 1987**;

Movement and Gathering Order means the **Pandemic (Movement and Gathering) Order 2022 (No. 3)** as amended or replaced from time to time;

non-urgent non-ESIS procedure means a non-time critical procedure that is not reported via the Elective Surgery Information System where the patient’s condition is unlikely to deteriorate quickly;

Open Premises Order means the **Pandemic (Open Premises) Order 2022 (No. 4)** as amended or replaced from time to time;

outbreak has the same meaning as in the **Quarantine, Isolation and Testing Order**;

pandemic orders in force has the same meaning as in the **Movement and Gathering Order**;

patient has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

perishable food work premises means a work premises that is predominantly a perishable food facility that is a chilled distribution facility;

personal protective equipment has the same meaning as in the **Occupational Health and Safety Regulations 2017**;

port means the port of Melbourne, the port of Geelong, the port of Portland, the port of Hastings and any other port declared under section 6 of the **Port Management Act 1995** in relation to which port lands or port waters or both port lands and port waters have been declared under section 5 of the **Port Management Act 1995**;

port of entry means a port or airport;

port of entry worker has the meaning in clause 14(1);

poultry processing facility has the meaning under the PrimeSafe licence category ‘poultry meat processing facilities’;

premises has the same meaning as in the **Public Health and Wellbeing Act 2008**;

private hospital has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;
public health service has the same meaning as in the **Health Services Act 1988**;

public hospital has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;
Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)** as amended or replaced from time to time;

reasonably practicable is to have its ordinary and common sense meaning;

Regional Victoria means the areas within the State of Victoria that are not part of Metropolitan Melbourne;

registered facility means a private hospital or a day procedure centre that is registered with the Department as a ‘private hospital’ or a ‘day procedure centre’;

representative in relation to the operator of a construction site means the site manager, the duty holder or a registered builder;

Revoked Additional Industry Obligations Order means the **Workplace (Additional Industry Obligations) Directions (No. 58)** or the **Pandemic (Additional Industry Obligations) Order 2022 (No. 5)**, or their predecessors;

school means a registered school as defined in the **Education and Training Reform Act 2006**;

seafood processing facility has the meaning under the PrimeSafe licence category ‘seafood processing facilities’;

supermarket has the same meaning as ‘supermarket business’ in the **Food Act 1984**, and includes supermarket distribution and warehousing (including in relation to liquor products) but excludes retail facilities;

supermarket work premises means the total of all supermarket distribution facilities;

Surveillance Testing Industry List and Requirements means the Department document that lists the industries (as amended from time to time on the advice of the Chief Health Officer) that are required to carry out surveillance testing on their workers, and also sets out the surveillance testing requirements for those listed industries;

Note: the Surveillance Testing Industry List and Requirements are available at www.health.vic.gov.au/covid-19/surveillance-testing-industry-list-covid-19 as amended from time to time by the Victorian Government.

theatre complex means the suite of rooms at a hospital where medical procedures are performed and ancillary services are conducted;

urgent elective surgery procedure means:

- (1) a procedure where admission within 30 days is clinically indicated for a condition that has the potential to deteriorate quickly to the point that it might become an emergency;
- (2) an urgent non-ESIS procedure including a procedure undertaken for the purposes of cancer diagnosis and early or overdue cancer surveillance;

urgent non-ESIS procedure means a procedure that is a time critical procedure that is not reported via the Elective Surgery Information System where the patient’s condition is likely to deteriorate quickly including procedures undertaken for the purposes of cancer diagnosis and early or overdue cancer surveillance;

vehicle has the same meaning as in the **Public Health and Wellbeing Act 2008**;

*Note: under the **Public Health and Wellbeing Act 2008**, vehicle includes any means of transport, whether used on land, sea or in the air.*

visiting health care professional means a health care worker whose usual place of work is not the facility but who attends to provide health care services to a resident or facility;

Visitors to Hospitals and Care Facilities Order means the **Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 2)** as amended or replaced from time to time;

Workplace Order means the **Pandemic (Workplace) Order 2022 (No. 4)** as amended or replaced from time to time;

work premises means the premises of an employer in which work is undertaken, including any vehicle whilst being used for work purposes, and including a seasonal work premises;

Note: a work premises does not include an employee's ordinary place of residence.

worker includes employees, labour hire, subcontractors (and their employees), volunteers and any other person engaged or permitted by an employer to perform work.

Dated 11 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

**GUIDANCE FOR THE PANDEMIC COVID-19 MANDATORY VACCINATION
(SPECIFIED FACILITIES) ORDER 2022 (No. 5)**

This Order requires operators of specified facilities to manage the vaccination status of workers, in order to limit the spread of COVID-19 within the population in the following settings:

- (1) residential aged care facilities;
- (2) construction sites;
- (3) healthcare facilities; and
- (4) education facilities.

Amongst other things, this Order requires operators of specified facilities to:

- (1) collect, record and hold certain vaccination information of workers;
- (2) take reasonable steps to prevent entry of unvaccinated or partially vaccinated workers to the specified facility for the purposes of working;
- (3) if a booster deadline is specified in relation to a worker and the worker is aged 18 years or over, take reasonable steps to prevent entry of workers, unless the worker is fully vaccinated (boosted) or an excepted person; and
- (4) notify current and new workers that the operator is obliged to collect, record and hold certain vaccination information about the worker and to take reasonable steps to prevent a worker who is unvaccinated or partially vaccinated or not fully vaccinated (boosted) from entering or remaining on the premises of a specified facility for the purposes of work, as applicable.

Exceptional circumstances are set out in this Order where an operator is not required to comply with this Order. Otherwise, failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 5) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

**PANDEMIC COVID-19 MANDATORY VACCINATION (SPECIFIED FACILITIES)
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Public Health and Wellbeing Act 2008

Section 165AI

**PANDEMIC COVID-19 MANDATORY VACCINATION (SPECIFIED FACILITIES)
ORDER 2022 (No. 5)**

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

- (1) The objective of this Order is to impose obligations upon operators of specified facilities in relation to the vaccination of workers, in order to limit the spread of COVID-19 within the population in these settings.
- (2) This Order imposes obligations on operators of:
 - (a) residential aged care facilities;
 - (b) construction sites;
 - (c) healthcare facilities;
 - (d) education facilities.
- (3) This Order must be read together with the pandemic orders in force.

2. Citation

This Order may be referred to as the **Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 5)**.

3. Authorising Provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 11:59:00 pm on 11 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 4)** is revoked at 11:59:00 pm on 11 February 2022.

5. Definitions

In this Order:

- (1) key definitions are contained in Division 1 of Schedule 2;
- (2) facility-specific definitions are contained in Division 2 of Schedule 2; and
- (3) other definitions are contained in Division 3 of Schedule 2.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – OPERATOR OBLIGATIONS**Division 1 – Operator must collect, record and hold vaccination information****7. Vaccination information**

- (1) If a worker is, or may be, scheduled to work at a specified facility after the commencement of this Order, the operator must collect, record and hold the following vaccination information about the worker:
 - (a) the worker's vaccination status; and
 - (b) if the worker is fully vaccinated – the date on which the person became fully vaccinated.

- (2) If:
 - (a) a worker has a booster deadline; and
 - (b) the worker is aged 18 years or over; and
 - (c) the worker is, or may be, scheduled to work outside the worker's ordinary place of residence after that date,the operator must collect, record and hold the following vaccination information about the worker:
 - (d) whether the worker is fully vaccinated (boosted); and
 - (e) if the worker is fully vaccinated (boosted) – the date on which the person became fully vaccinated (boosted).
- (3) The operator must collect, record and hold information about whether a worker specified in clause 10(4) has a booking to receive a booster dose and any information about that booking including the date of the booking.

8. Timing

- (1) An operator must comply with the obligations in clause 7(1) as soon as reasonably practicable after the commencement of this Order.
- (2) An operator must comply with the obligations in clause 7(2) in relation to a worker before that worker's booster deadline.

9. Exceptions

- (1) Clause 7(1)(a) does not apply in relation to a worker if the operator already holds information that the worker:
 - (a) if the worker:
 - (i) does not have a booster deadline, is fully vaccinated; or
 - (ii) does have a booster deadline, is fully vaccinated (boosted); or
 - (b) will be an excepted person for the period beginning when this Order commences and ending when this Order ends.
- (2) Clause 7(1)(b) and 7(2) do not apply in relation to a worker if:
 - (a) the operator already holds the information specified in those subclauses; or
 - (b) the worker will be an excepted person for the period beginning when this Order commences and ending when this Order ends.

Division 2 – Operator must take reasonable steps to prevent entry of unvaccinated workers

10. Prevention of entry to premises

Unvaccinated and partially vaccinated workers

- (1) An operator of a specified facility must take all reasonable steps to ensure that a worker does not enter, or remain on, the premises of the specified facility for the purposes of working at the specified facility unless the worker is fully vaccinated or an excepted person.

Booster deadlines

- (2) If a booster deadline is specified in relation to a worker and the worker is aged 18 years and over, an operator of a specified facility must take all reasonable steps to ensure that the worker must not, after that date, enter, or remain on, the premises of the specified facility for the purposes of working at the specified facility unless the worker is fully vaccinated (boosted) or an excepted person.

Where operator does not hold information about vaccination status

- (3) For the purposes of this clause, if an operator does not hold information about the vaccination status of a worker, the operator must treat the worker as if the worker is unvaccinated.

Booster bookings – residential aged care facility worker and healthcare workers

- (4) If a worker is a residential aged care facility worker or a healthcare worker and:
- (a) became fully vaccinated on or before 12 September 2021; and
 - (b) has not received a booster dose on or before 12 February 2022,
- the operator of a specified facility must take all reasonable steps to ensure that a worker must not, after 12 February 2022, enter, or remain on, the premises of the specified facility for the purposes of working at the specified facility unless the worker is an excepted person or:
- (c) has a booking to receive a booster dose on or before 12 March 2022; and
 - (d) has provided evidence to the operator of the specified facility that the worker has a booking as specified in subparagraph (c).

11. Exception – self-quarantine or self-isolation

Despite clause 10, an operator of a specified facility may permit a worker who is not fully vaccinated (boosted) or an excepted person to enter, or remain on, the premises of the specified facility only until the end of the 14 day period specified in subclause (2) if the worker:

- (1) was unable to become fully vaccinated (boosted) before the relevant booster deadline because they were in self-quarantine or self-isolation under the **Quarantine, Isolation and Testing Order**; and
- (2) has a booking to receive, within 14 days of the end of the period of self-quarantine or self-isolation as determined under the **Quarantine, Isolation and Testing Order**, a dose of a COVID-19 vaccine that will cause the worker to become fully vaccinated (boosted).

12. Exception – recent diagnosed persons or probable cases

Despite clause 10, an operator of a specified facility may permit a worker who is not fully vaccinated (boosted) or an excepted person to enter, or remain on, the premises of the specified facility, if the worker:

- (1) was a diagnosed person whose self-isolation period under the **Quarantine, Isolation and Testing Order** or a Revoked Quarantine, Isolation and Testing Order ended within the previous 4 months; or
- (2) was a probable case whose self-isolation period under the **Quarantine, Isolation and Testing Order** or a Revoked Quarantine, Isolation and Testing Order ended within the previous 4 months, and:
 - (a) if the worker's self-isolation period ended at or prior to 11:59 pm on 4 February 2022:
 - (i) the worker has provided a written attestation to their employer stating that they were unable to access a COVID-19 PCR test when they were in self-isolation as a probable case; and
 - (ii) the worker notified the Department of their positive result from a COVID-19 rapid antigen test prior to 11:59 pm on 4 February 2022; or
 - (b) if the worker's self-isolation period ended after 11:59 pm on 4 February 2022, the worker received a positive result from a COVID-19 PCR test undertaken during the period of self-isolation.

Division 3 – Operator to notify workers**13. Authorisation to use vaccination information**

For the purposes of complying with Division 2 of Part 2, an operator is authorised to use any information about a worker that it holds under clause 7, except a worker's Individual Healthcare Identifier.

*Note: a COVID-19 digital certificate issued by Services Australia may include a person's Individual Healthcare Identifier. Individual Healthcare Identifiers are regulated by the **Healthcare Identifiers Act 2010** of the Commonwealth.*

14. Disclosure to employer or contractor

If the operator is obliged to comply with Division 2 of Part 2 in relation to a worker and the operator is not:

- (1) the employer of the worker; or
- (2) the person who engaged the worker to work at the facility,

the operator is authorised to disclose to the employer or person who engaged the worker that the operator is obliged to comply with Division 2 of Part 2 in relation to the worker.

15. Notification to current workers

(1) Unless an exception applies under this Order, subject to subclause (2), an operator of a specified facility must, as soon as reasonably practicable after the commencement of this Order, inform each worker who is, or may be, scheduled to work at the facility that:

- (a) clause 7 obliges the operator to collect, record and hold the information specified in that clause in relation to the worker; and
- (b) clause 10(1) obliges the operator to take all reasonable steps to ensure that a worker does not enter, or remain on, the premises of a specified facility for the purposes of working at the facility unless the worker is fully vaccinated or an excepted person; and
- (c) if a booster deadline is specified in relation to a worker and the worker is aged 18 years or over, clause 10(2) obliges the operator to take all reasonable steps to ensure that the worker does not enter, or remain on, the premises of the specified facility for the purposes of working at the specified facility unless the worker is fully vaccinated (boosted) or an excepted person.

(2) Subclause (1) does not apply to an operator in respect of a worker to the extent that the operator informed the worker of the matters specified in that subclause under a Revoked COVID-19 Mandatory Vaccination (Specified Facilities) Order.

16. Notification to new workers

Unless an exception applies under this Order, if an operator of a specified facility engages a worker who is, or may be, scheduled to work at the facility, the operator must inform the worker, as soon as reasonably practicable after engaging the worker, that:

- (1) clause 7 obliges the operator to collect, record and hold the information specified in that clause in relation to the worker; and
- (2) clause 10(1) obliges the operator to take all reasonable steps to ensure that a worker does not enter, or remain on, the premises of a specified facility for the purposes of working at the facility unless the worker is fully vaccinated or an excepted person; and
- (3) if a booster deadline is specified in relation to a worker and the worker is aged 18 years or over, clause 10(2) obliges the operator to take all reasonable steps to ensure that the worker does not enter, or remain on, the premises of the specified facility for the purposes of working at the specified facility unless the worker is fully vaccinated (boosted) or an excepted person.

Division 4 – Exceptions and other operator obligations

17. Exception – exceptional circumstances

(1) An operator of a specified facility is not required to comply with clause 10 if one or more of the exceptional circumstances specified in subclause (2) applies.

- (2) The exceptional circumstances are:
- (a) a worker is required to perform work or duties at the facility that is or are necessary to provide for urgent specialist clinical or medical care due to an emergency situation or a critical unforeseen circumstance; or
 - (b) a worker is required to fill a vacancy to provide urgent care, to maintain quality of care and/or continue essential operations at the facility due to an emergency situation or a critical unforeseen circumstance; or
Example 1: a work premises has a large number of workers furloughed due to exposure at a Tier 1 site.
Example 2: a medical practitioner is required to attend the premises on short notice due to an emergency situation.
 - (c) a worker is required to attend the facility to respond to an emergency at the facility; or
 - (d) a worker is required to perform urgent and essential work at the facility to protect the health and safety of workers or members of the public, or to protect assets and infrastructure.
Example 1: securing a crane due to impending high winds.
Example 2: works required at a construction site in order to make the construction site safe for continued operation.
- (3) If a circumstance specified in subclause (2)(b), (2)(c) or (2)(d) applies, the operator must take all reasonable steps to ensure that the worker remains upon the premises of the facility only for the period of time necessary to respond to the exceptional circumstance.

18. Additional obligation

If the circumstances specified in clause 17(2) apply in relation to a residential aged care facility or a healthcare facility, the relevant operator must take all reasonable steps to ensure that the worker wears, at all times while on the premises of the facility, PPE that includes, at a minimum, a surgical mask and face shield.

19. Disclosure to authorised officers

- (1) An authorised officer may request an operator to produce to the authorised officer any vaccination information held by the operator under clause 7, except any Individual Healthcare Identifiers that the operator might hold.
- (2) If an authorised officer makes a request to a person under subclause (1), the person must comply with the request.

*Note: authorised officers may also be authorised to exercise the public health risk power in section 190(1)(d) of the **Public Health and Wellbeing Act 2008** to require the provision of any information needed to investigate, eliminate or reduce the risk to public health.*

PART 3 – SERVICE VICTORIA AUTHORISATION

20. Notification of eligibility for booster

The Chief Executive Officer of Service Victoria is authorised to notify a person through the Service Victoria App that the person:

- (1) is eligible to receive a booster dose; or
- (2) will shortly become eligible to receive a booster dose,

by using the information contained in the person's COVID-19 digital certificate issued by Services Australia and displayed through the Service Victoria App.

PART 4 – GENERAL PROVISIONS**21. Severability**

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

22. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked COVID-19 Mandatory Vaccination (Specified Facilities) Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked COVID-19 Mandatory Vaccination (Specified Facilities) Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked COVID-19 Mandatory Vaccination (Specified Facilities) Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

PART 5 – PENALTIES**23. Penalties**

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.
Penalty: In the case of a natural person, 60 penalty units;
Penalty: In the case of a body corporate, 300 penalty units.
- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – SPECIFIED FACILITIES

Specified facility (Column 1)	Operator (Column 2)	Worker (Column 3)	Booster deadline (Column 4)	Facility-specific definitions
residential aged care facility	approved provider with responsibility for that residential aged care facility	residential aged care facility worker	12 March 2022	Clause 4 of Schedule 2
construction site	principal contractor for that construction site	any person (paid or unpaid) performing work at a construction site, including: (a) an employee of the operator; and (b) any contractor engaged by the operator or by a third party.	Not applicable	Clause 5 of Schedule 2
healthcare facility	healthcare operator	healthcare worker	For workers that became fully vaccinated on or before 12 September 2021, the deadline is 12 March 2022. For workers that became fully vaccinated after 12 September 2021, the deadline is 29 March 2022.	Clause 6 of Schedule 2
education facility	education operator	education worker	For workers that became fully vaccinated on or before 25 October 2021, the deadline is 25 February 2022. For workers that became fully vaccinated after 25 October 2021, the deadline is 15 March 2022.	Clause 7 of Schedule 2

SCHEDULE 2 – DEFINITIONS**Division 1 – Key definitions****1. Vaccination status**

- (1) A person's **vaccination status** is one of the following:
 - (a) fully vaccinated (boosted); or
 - (b) fully vaccinated; or
 - (c) partially vaccinated; or
 - (d) unvaccinated; or
 - (e) excepted person.
- (2) A person is **fully vaccinated** if the person has received:
 - (a) one dose of a one dose COVID-19 vaccine; or
 - (b) two doses of a two dose COVID-19 vaccine including two different types of two dose COVID-19 vaccines.
- (3) A person is **fully vaccinated (boosted)** if the person has received a booster dose.
- (4) A person is **partially vaccinated** if the person has received one dose of a two dose COVID-19 vaccine and is not an excepted person.
- (5) A person is **unvaccinated** if the person has not received a dose of a COVID-19 vaccine and is not an excepted person.
- (6) A person is an **excepted person** if the person holds acceptable certification that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia due to:
 - (a) a medical contraindication; or
 - (b) an acute medical illness (including where the person has been diagnosed with COVID-19).
- (7) An **acceptable certification** for the purpose of subclause (6) is:
 - (a) a current COVID-19 digital certificate issued by Services Australia and displayed through the Medicare App, Service Victoria App or equivalent smartphone wallet, that states that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia; or
 - (b) a printed version of the COVID-19 digital certificate referred to in subparagraph (a).
- (8) A **booster deadline** in relation to a worker is the date specified in Column 4 of Schedule 1 for that worker.
- (9) A person has received a **booster dose** if they have received:
 - (a) a second dose of a COVID-19 vaccine after receiving one dose of a one dose COVID-19 vaccine; or
 - (b) a third dose of a COVID-19 vaccine after receiving two doses of a two dose COVID-19 vaccine including different types of two dose COVID-19 vaccines.

2. Vaccination information

For the purposes of this Order, **vaccination information** is information relating to a person's vaccination status and includes:

- (1) any information that is derived from a record of information that was made under, or in accordance with, the **Australian Immunisation Register Act 2015** of the Commonwealth; and
- (2) the name or type of any dose of COVID-19 vaccine received by the person; and

- (3) the date on which the person received any dose of a COVID-19 vaccine.

Note: vaccination information may be recorded in a variety of documents, such as a letter from a medical practitioner; a certificate of immunisation or an immunisation history statement obtained from the Australian Immunisation Register. For overseas travellers, it may be recorded in an Australian International COVID-19 Vaccination Certificate or vaccination certificates issued by an overseas government authority, accompanied by the Australian Traveller Declaration or COVID-19 Vaccination and Testing Declaration for travel to Australia.

3. Schedule 1 definitions

For the purposes of this Order:

- (1) **operator** in relation to a specified facility means a person identified in Column 2 of Schedule 1 for that facility;
- (2) **specified facility** means a facility identified in Column 1 of Schedule 1;
- (3) **worker** in relation to a specified facility means a person identified in Column 3 of Schedule 1 for that facility except for a person under 12 years and two months of age.

Division 2 – Facility-specific definitions

4. Residential aged care facilities

For the purposes of this Order:

- (1) **approved provider** has the same meaning as in the **Aged Care Quality and Safety Commission Act 2018** of the Commonwealth;
- (2) **residential aged care facility** means the premises at which accommodation and personal care or nursing care or both are provided to a person in respect of whom a residential care subsidy or a flexible care subsidy is payable under the **Aged Care Act 1997** of the Commonwealth;
- (3) **residential aged care facility worker** means a person (including a volunteer) that is:
 - (a) employed, or engaged as a contractor, by an operator that operates a residential aged care facility to perform work at the residential aged care facility including:
 - (i) direct care workforce including nurses, personal care workers, allied health professionals, and allied health assistants;
 - (ii) administration staff including reception and management staff;
 - (iii) ancillary staff including food preparation, cleaning, laundry, gardening and general maintenance staff;
 - (iv) dental practitioners;
 - (v) phlebotomists (pathology nurses);
 - (vi) lifestyle and social staff, such as those delivering music or art therapy;
 - (vii) transport drivers who are responsible for collecting and transporting residents to and from the residential aged care facility for outings;
 - (viii) volunteers engaged by the residential aged care facility to undertake duties at the facility;
 - (ix) students on placement;
 - (x) medical practitioners and allied health professionals who attend the residential aged care facility to provide care to residents of the facility;
 - (b) a medical practitioner, dental practitioner or allied health professional who is employed or engaged by a resident of a residential aged care facility to provide care to the resident;
- (4) **residential care subsidy** has the same meaning as in the **Aged Care Act 1997** of the Commonwealth.

5. Construction sites

For the purposes of this Order:

- (1) **construction site** means a premises at which civil works, building or construction activities are taking place (the primary premises) and includes:
 - (a) premises that are nearby to the primary premises at which work relating to the operation of the primary premises is undertaken (secondary premises);
 - (b) any vehicle used to carry out work at the primary premises or secondary premises;
Example: a site office for a construction site that is located in an office building close to the construction site.
- (2) **principal contractor** means the owner of a construction site unless the owner:
 - (a) appoints a principal contractor for the construction work performed for or on behalf of the owner; and
 - (b) authorises the principal contractor to manage or control the construction site to the extent necessary to discharge the duties imposed on a principal contractor under the **Occupational Health and Safety Regulations 2017**;
- (3) **vehicle** has the same meaning as in the **Public Health and Wellbeing Act 2008**.

6. Healthcare facilities

For the purposes of this Order:

- (1) **healthcare facility** means each of the following premises:
 - (a) hospitals, including outpatient settings and in reach services;
 - (b) ambulance and patient transport services vehicles;
 - (c) community health centres including mental health, child and maternity, and drug and alcohol counselling services centres;
 - (d) general practices;
 - (e) COVID-19 related healthcare sites, including testing sites, vaccination centres and hotel quarantine premises;
 - (f) dental surgeries and practices;
 - (g) day procedure centres;
 - (h) health clinics, including medical specialist and allied health professional operated clinics;
 - (i) pharmacies;
 - (j) diagnostic and medical imaging centres;
 - (k) premises at which mobile health services are provided;
 - (l) premises at which blood donation services are provided;
 - (m) premises at which healthcare students undertake placement, registration or internships;
 - (n) premises at which health services within government agencies are provided, including the Victorian Department of Justice and Community Services – Victorian Institute of Forensic Medicine, but excluding an education facility;
 - (o) Coroner’s Court;
 - (p) any retail or other premises operating within a healthcare facility, including cafes, newsagents and florists;
- (2) **healthcare operator** means a person who operates a healthcare facility whether public, private or denominational;

- (3) **healthcare worker** means a person who is employed or engaged as a contractor by a healthcare operator to perform at a healthcare facility any of the following:
- (a) healthcare services including:
 - (i) medical practitioners, dental professionals, nurses and midwives;
 - (ii) allied health professionals (including those that work within a discipline classified by the Victorian Department of Health as allied health, or are registered with the Australian Health Practitioner Regulation Agency);
 - (iii) palliative care workers;
 - (iv) personal care attendants;
 - (v) phlebotomists and pathology workers;
 - (vi) coroners;
 - (vii) lifestyle and social therapists;
 - (viii) formal language and interpretation services;
 - (ix) students;
 - (x) volunteers;
 - (b) administrative or ancillary roles, including:
 - (i) an administrative, clerical and managerial worker, and each of their assistants' delegates;
 - (ii) food preparation, cleaning and laundry services;
 - (iii) patient service assistants and porters;
 - (iv) operating theatre technicians;
 - (v) security, maintenance and repair and information technology, gardening and landscaping;
 - (c) ambulance and patient transport services;
 - (d) work at a retail business operating within a healthcare facility, including cafes, restaurants, newsagents and florists.

7. Education facilities

For the purposes of this Order:

- (1) **childcare or early childhood service** means onsite early childhood education and care services or children's services provided under the:
- (a) **Education and Care Services National Law** and the **Education and Care Services National Regulations**, including long day care services, kindergartens and/or preschool and family daycare services, but not including outside school hours care services; and
 - (b) **Children's Services Act 1996**, including limited hours services, budget based funded services, occasional care services, early childhood intervention services, mobile services and (if applicable) school holiday care programs;
- (2) **education facility** means:
- (a) premises at which a childcare or early childhood service is provided;
 - (b) premises at which an outside school hours care service is provided;
 - (c) a school;
 - (d) school boarding premises;
- (3) **education operator** means a person who operates an education facility, whether public, private or denominational;

- (4) **education worker** means:
- (a) any person who is employed by an education operator to work in an education facility (including teachers, early childhood educators and educational support staff);
 - (b) a person contracted to work at an education facility and who will or may be in close proximity to children, students or staff, whether or not engaged by the education operator including casual relief teachers, Breakfast Club suppliers, IT personnel, NDIS providers and auditors, (but does not include delivery personnel);
 - (c) staff of the Department of Education and Training who attend an education facility (such as allied health personnel or Authorised Officers);
 - (d) staff of any other entity who attends an education facility;
 - (e) volunteers that attend an education facility and that work in close proximity to children, students or staff (including parent helpers);
 - (f) students on placements at an education facility;
 - (g) a person providing healthcare services at an education facility;
- (5) **school** means a registered school as defined in the **Education and Training Reform Act 2006**;
- (6) **school boarding premises** means a registered school boarding premises, as defined in the **Education and Training Reform Act 2006**.

Division 3 – Other definitions

8. Other definitions

For the purposes of this Order:

authorised officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 PCR test means a COVID-19 polymerase chain reaction test;

COVID-19 vaccine means either a one dose COVID-19 vaccine or a two dose COVID-19 vaccine;

critical unforeseen circumstance means a circumstance that the operator of a work premises could not reasonably have foreseen nor planned for which results in a critical need for staff;

emergency situation means a situation where it is reasonably apparent to the operator of a specified facility that medical treatment is necessary, as a matter of urgency to:

- (a) save a person's life; or
- (b) prevent serious damage to a person's health; or
- (c) prevent a person from suffering or continuing to suffer significant pain or distress;

Individual Healthcare Identifier has the same meaning as the healthcare identifier of a healthcare recipient in section 9 of the **Healthcare Identifiers Act 2010** of the Commonwealth;

medical contraindication means one of the following contraindications to the administration of a COVID-19 vaccine:

- (a) anaphylaxis after a previous dose;
- (b) anaphylaxis to any component of the vaccine, including polysorbate or polyethylene glycol;
- (c) in relation to AstraZeneca:
 - (i) history of capillary leak syndrome; or
 - (ii) thrombosis with thrombocytopenia occurring after a previous dose;

- (d) in relation to Comirnaty or Spikevax:
 - (i) myocarditis or pericarditis attributed to a previous dose of either Comirnaty or Spikevax;
- (e) where a person is in the process of completing a Federal Department of Health approved COVID-19 vaccine clinical trial;
- (f) the occurrence of any other serious adverse event that has:
 - (i) been attributed to a previous dose of a COVID-19 vaccine by an experienced immunisation provider or medical specialist (and not attributed to any another identifiable cause); and
 - (ii) been reported to State adverse event programs and/or the Therapeutic Goods Administration;

medical practitioner means:

- (a) a general practice registrar on an approved 3GA training placement; or
- (b) a public health physician; or
- (c) an infectious disease physician; or
- (d) a clinical immunologist; or
- (e) a general practitioner who is vocationally registered; or
- (f) a general practitioner who is a fellow of the Royal Australian College of General Practitioners (RACGP); or
- (g) a general practitioner who is a fellow of the Australian College of Rural and Remote Medicine (ACRRM); or
- (h) a paediatrician; or
- (i) a medical practitioner who is a fellow of the Royal Australasian College of Physicians;

one dose COVID-19 vaccine means 'COVID-19 Vaccine Janssen' (Janssen-Cilag);

pandemic orders in force has the same meaning as in the **Pandemic (Movement and Gathering) Order 2022 (No. 3)** as amended or replaced from time to time;

PPE means personal protective equipment;

premises has the same meaning as in the **Public Health and Wellbeing Act 2008** but does not include a worker's ordinary place of residence;

Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)** as amended or replaced from time to time;

Revoked COVID-19 Mandatory Vaccination (Specified Facilities) Order means the **COVID-19 Mandatory Vaccination (Specified Facilities) Directions (No. 13)**, the **Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 4)**, or their predecessors;

Revoked Quarantine, Isolation and Testing Order means the **Diagnosed Persons and Close Contacts Directions (No. 35)** or the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 4)**, or their predecessors;

Service Victoria App means the digital system provided by the Chief Executive Officer of Service Victoria and other parts of the Victorian Government;

two dose COVID-19 vaccine means:

- (a) Vaxzevria (AstraZeneca);
- (b) Comirnaty (Pfizer);
- (c) Spikevax (Moderna);
- (d) Coronavac (Sinovac);

- (e) Covishield (Astrazeneca/Serum Institute of India);
- (f) Covaxin (Bharat Biotech);
- (g) BBIP-CorV (Sinopharm);
- (h) Sputnik V (Gamaleya Research Institute).
- (i) Nuvaxovid (Bioclect on behalf of Novavax).

Dated 11 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

**GUIDANCE FOR THE PANDEMIC COVID-19 MANDATORY VACCINATION
(SPECIFIED WORKERS) ORDER 2022 (No. 4)**

This order requires employers to not permit a worker to work outside their ordinary place of residence if they are unvaccinated or partially vaccinated or not fully vaccinated (boosted) (as applicable) in order to limit the spread of COVID-19 within the population of those workers.

Specified workers are listed in Schedule 1.

Amongst other things, this Order requires employers of specified workers to:

- (1) collect, record and hold certain vaccination information of workers;
- (2) not permit specific unvaccinated or partially vaccinated workers from working outside the worker's ordinary place of residence;
- (3) if a booster deadline is specified in relation to a worker and the worker is aged 18 years or over, the employer must not, after that date, permit the worker to work outside their ordinary place of residence unless the worker is fully vaccinated (boosted) or an excepted person; and
- (4) notify current and new workers that the employer is obliged to collect, record and hold vaccination information about the worker and to not permit the worker who is unvaccinated or partially vaccinated or not fully vaccinated (boosted) from working outside the worker's ordinary place of residence, as applicable.

Exceptional circumstances are set out in this Order where an operator is not required to comply with this Order. Otherwise, failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 4) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

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Public Health and Wellbeing Act 2008

Section 165AI

**PANDEMIC COVID-19 MANDATORY VACCINATION (SPECIFIED WORKERS)
ORDER 2022 (No. 4)**

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

- (1) The objective of this Order is to impose obligations upon employers in relation to the vaccination of workers, in order to limit the spread of COVID-19 within the population of those workers.
- (2) This Order must be read together with the pandemic orders in force.

2. Citation

This Order may be referred to as the **Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 4)**.

3. Authorising provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 11:59:00 pm on 11 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 3)** is revoked at 11:59:00 pm on 11 February 2022.

5. Definitions

In this Order:

- (1) key definitions are contained in Division 1 of Schedule 2;
- (2) worker specific definitions are contained in Division 2 of Schedule 2; and
- (3) other definitions are contained in Division 3 of Schedule 2.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – EMPLOYER OBLIGATIONS**Division 1 – Employer must collect, record and hold vaccination information****7. Vaccination information**

- (1) If a worker is, or may be, scheduled to work outside the worker's ordinary place of residence after the commencement of this Order, the employer of the worker must collect, record and hold the following vaccination information about the worker:
 - (a) the worker's vaccination status; and
 - (b) if the worker is fully vaccinated – the date on which the person became fully vaccinated.
- (2) If:
 - (a) a worker has a booster deadline; and
 - (b) the worker is aged 18 years or over; and
 - (c) the worker is, or may be, scheduled to work outside the worker's ordinary place of residence after that date,

the employer must collect, record and hold the following vaccination information about the worker:

- (d) whether the worker is fully vaccinated (boosted); and
 - (e) if the worker is fully vaccinated (boosted) – the date on which the person became fully vaccinated (boosted).
- (3) The operator must collect, record and hold information about whether a worker specified in clause 10(4) has a booking to receive a booster dose and any information about that booking including the date of the booking.

8. Timing

- (1) An employer must comply with the obligations in clause 7(1) as soon as reasonably practicable after the commencement of this Order.
- (2) An employer must comply with the obligations in clause 7(2) before the booster deadline.

9. Exception – fully vaccinated and excepted persons

- (1) Clause 7(1)(a) does not apply in relation to a worker if the employer already holds information that the worker:
 - (a) is fully vaccinated; or
 - (b) will be an excepted person for the period beginning when this Order commences and ending when this Order ends.
- (2) Clause 7(1)(b) and 7(2) do not apply in relation to a worker if the employer already holds the information specified in those subclauses.

Division 2 – Employer must ensure unvaccinated workers do not work outside ordinary place of residence

10. No work outside ordinary place of residence

Unvaccinated and partially vaccinated workers

- (1) An employer of a worker must not permit a worker to work for that employer outside the worker's ordinary place of residence unless the worker is fully vaccinated or an excepted person.

Booster deadlines

- (2) If a booster deadline is specified in relation to a worker and the worker is aged 18 years and over, an employer of the worker must not, after that date, permit the worker to work for that employer outside the worker's ordinary place of residence unless the worker is fully vaccinated (boosted) or an excepted person.

Where employer does not hold information about vaccination status

- (3) For the purposes of this clause, if an employer does not hold information about the vaccination status of a worker, the employer must treat the worker as if the worker is unvaccinated.

Booster bookings

- (4) If a worker:
 - (a) was fully vaccinated on or before 12 September 2021; and
 - (b) has not received a booster dose on or before 12 February 2022,
 an employer of a worker must not permit the worker, after 12 February 2022, to work for that employer outside of the worker's ordinary place of residence unless the worker is an excepted person or:
 - (c) has a booking to receive a booster dose on or before 12 March 2022; and
 - (d) has provided evidence to the employer that the worker has a booking as specified in subparagraph (c).

11. Exception – agricultural and forestry workers

Despite clause 10(1), an employer of an agricultural and forestry worker may permit an agricultural and forestry worker to work for that employer outside the worker's ordinary place of residence if the worker:

- (1) is unvaccinated or partially vaccinated; and
- (2) is employed or engaged by the employer through the Pacific Australia Labour Mobility scheme; and
- (3) has a booking to receive a dose of a COVID-19 vaccine that will cause the worker to become partially vaccinated or fully vaccinated within 4 weeks of arriving in Australia.

12. Exception – self-quarantine or self-isolation

Despite clause 10(2), an employer may permit a worker who is not fully vaccinated (boosted) or an excepted person to work for that employer outside of the worker's ordinary place of residence only until the end of the 14 day period specified in subclause (2) if the worker:

- (1) was unable to become fully vaccinated (boosted) before the relevant booster deadline because they were in self-quarantine or self-isolation under the **Quarantine, Isolation and Testing Order**; and
- (2) has a booking to receive, within 14 days of the end of the period of self-quarantine or self-isolation as determined under the **Quarantine, Isolation and Testing Order**, a dose of a COVID-19 vaccine that will cause the worker to become fully vaccinated (boosted).

13. Exception – recent diagnosed persons or probable cases

Despite clause 10, an employer may permit a worker who is not fully vaccinated (boosted) or an excepted person to work for that employer outside of the worker's ordinary place of residence, if the worker:

- (1) was a diagnosed person whose self-isolation period under the **Quarantine, Isolation and Testing Order** or a Revoked Quarantine, Isolation and Testing Order ended within the previous 4 months; or
- (2) was a probable case whose self-isolation period under the **Quarantine, Isolation and Testing Order** or a Revoked Quarantine, Isolation and Testing Order ended within the previous 4 months, and:
 - (a) if the worker's self-isolation period ended at or prior to 11:59 pm on 4 February 2022:
 - (i) the worker has provided a written attestation to their employer stating that they were unable to access a COVID-19 PCR test when they were in self-isolation as a probable case; and
 - (ii) the worker notified the Department of their positive result from a COVID-19 rapid antigen test prior to 11:59 pm on 4 February 2022; or
 - (b) if the worker's self-isolation period ended after 11:59 pm on 4 February 2022, the worker received a positive result from a COVID-19 PCR test undertaken during the period of self-isolation.

Division 3 – Employer to notify workers**14. Authorisation to use vaccination information**

For the purposes of complying with Division 2 of Part 2, an employer is authorised to use any information about a worker that it holds under clause 7, except a worker's Individual Healthcare Identifier.

*Note: a COVID-19 digital certificate issued by Services Australia may include a person's Individual Healthcare Identifier. Individual Healthcare Identifiers are regulated by the **Healthcare Identifiers Act 2010** of the Commonwealth.*

15. Notification to current workers

- (1) Unless an exception applies under this Order, an employer of a worker must, as soon as reasonably practicable after the commencement of this Order, inform each worker who is, or may be, scheduled to work outside the worker's ordinary place of residence that:
- (a) clause 7 obliges the employer to collect, record and hold the information specified in that clause in relation to the worker; and
 - (b) clause 10(1) obliges the employer not to permit a worker to work for that employer outside the worker's ordinary place of residence unless the worker is fully vaccinated or an excepted person; and
 - (c) if a booster deadline is specified in relation to a worker and the worker is aged 18 years or over, clause 10(2) obliges the employer to not permit the worker to work for that employer outside the worker's ordinary place of residence unless the worker is fully vaccinated (boosted) or an excepted person.
- (2) Subclause (1) does not apply to the extent that the employer has previously notified the worker of the matters specified in that subclause under a Revoked COVID-19 Mandatory Vaccination (Specified Workers) Order or its predecessors.

16. Notification to new workers

Unless an exception applies under this Order, if an employer engages a worker who is, or may be, scheduled to work outside the worker's ordinary place of residence, the employer must inform the worker, as soon as reasonably practicable after engaging the worker, that:

- (a) clause 7 obliges the employer to collect, record and hold the information specified in that clause in relation to the worker; and
- (b) clause 10(1) obliges the employer not to permit a worker to work for that employer outside the worker's ordinary place of residence, unless the worker is fully vaccinated or an excepted person; and
- (c) if a booster deadline is specified in relation to a worker, and the worker is aged 18 years or over, clause 10(2) obliges the employer to not permit the worker to work for that employer outside the worker's ordinary place of residence unless the worker is fully vaccinated (boosted) or an excepted person.

Division 4 – Exceptions and other employer obligations**17. Exception – exceptional circumstances**

- (1) An employer of a worker is not required to comply with clause 10 if one or more of the exceptional circumstances specified in subclause (2) applies.
- (2) The exceptional circumstances are:
- (a) a worker is required to perform work or duties that is or are necessary to provide for urgent specialist clinical or medical care due to an emergency situation or a critical unforeseen circumstance; or
 - (b) a worker is required to fill a vacancy to provide urgent care, to maintain quality of care and/or to continue essential operations due to an emergency situation or a critical unforeseen circumstance; or
- Example 1: a large number of workers furloughed due to exposure at a Tier 1 site.*
- Example 2: a medical practitioner is required to work outside their ordinary place of residence on short notice due to an emergency situation.*
- (c) a worker is required to respond to an emergency; or
 - (d) a worker is required to perform urgent and essential work to protect the health and safety of workers or members of the public, or to protect assets and infrastructure.

- (3) If a circumstance specified in subclause (2) applies, the employer must take all reasonable steps to ensure that the worker does not work outside the worker's ordinary place of residence for any longer than the period of time necessary to respond to the exceptional circumstance.

18. Disclosure to authorised officers

- (1) An authorised officer may request an employer to produce to the authorised officer any vaccination information held by the employer under clause 7, except any Individual Healthcare Identifiers that the employer might hold.
- (2) If an authorised officer makes a request to a person under subclause (1), the person must comply with the request.

*Note: authorised officers may also be authorised to exercise the public health risk power in section 190(1)(d) of the **Public Health and Wellbeing Act 2008** to require the provision of any information needed to investigate, eliminate or reduce the risk to public health.*

PART 3 – GENERAL PROVISIONS

19. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

20. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked COVID-19 Mandatory Vaccination (Specified Workers) Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked COVID-19 Mandatory Vaccination (Specified Workers) Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked COVID-19 Mandatory Vaccination (Specified Workers) Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

PART 4 – PENALTIES

21. Penalties

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.
Penalty: In the case of a natural person, 60 penalty units;
Penalty: In the case of a body corporate, 300 penalty units.
- (2) A person is not guilty of an offence against section (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 —WORKERS

Row	Worker (Column 1)	Booster deadline (Column 2)	Worker-specific definitions
1.	accommodation worker	Not applicable	Schedule 2, Division 2, Clause 4
2.	agricultural and forestry worker	Not applicable	Schedule 2, Division 2, Clause 5
3.	airport worker	Not applicable	Schedule 2, Division 2, Clause 6
4.	ancillary, support and welfare worker	Not applicable	Schedule 2, Division 2, Clause 7
5.	authorised officer	Not applicable	Schedule 2, Division 2, Clause 8
6.	care worker	Not applicable	Schedule 2, Division 2, Clause 9
7.	community worker	Not applicable	Schedule 2, Division 2, Clause 10
8.	creative arts worker	Not applicable	Schedule 2, Division 2, Clause 11
9.	custodial worker	12 March 2022	Schedule 2, Division 2, Clause 12
10.	disability worker	12 March 2022	Schedule 2, Division 2, Clause 13
11.	emergency service worker	12 March 2022	Schedule 2, Division 2, Clause 14
12.	entertainment and function worker	Not applicable	Schedule 2, Division 2, Clause 15
13.	food distribution worker	12 March 2022	Schedule 2, Division 2, Clause 16
14.	funeral worker	Not applicable	Schedule 2, Division 2, Clause 17
15.	higher education worker	Not applicable	Schedule 2, Division 2, Clause 18
16.	justice worker	Not applicable	Schedule 2, Division 2, Clause 19
17.	manufacturing worker	Not applicable	Schedule 2, Division 2, Clause 20
18.	marriage celebrant	Not applicable	Schedule 2, Division 2, Clause 21
19.	meat and seafood processing worker	12 March 2022	Schedule 2, Division 2, Clause 22
20.	media and film production worker	Not applicable	Schedule 2, Division 2, Clause 23
21.	mining worker	Not applicable	Schedule 2, Division 2, Clause 24
22.	physical recreation worker	Not applicable	Schedule 2, Division 2, Clause 25
23.	port or freight worker	Not applicable	Schedule 2, Division 2, Clause 26
24.	professional sports, high-performance sports or racing person	Not applicable	Schedule 2, Division 2, Clause 27
25.	professional services worker	Not applicable	Schedule 2, Division 2, Clause 28
26.	public sector worker	Not applicable	Schedule 2, Division 2, Clause 29
27.	quarantine accommodation worker	12 March 2022	Schedule 2, Division 2, Clause 30
28.	real estate worker	Not applicable	Schedule 2, Division 2, Clause 31
29.	religious worker	Not applicable	Schedule 2, Division 2, Clause 32
30.	repair and maintenance worker	Not applicable	Schedule 2, Division 2, Clause 33

Row	Worker (Column 1)	Booster deadline (Column 2)	Worker-specific definitions
31.	retail worker	Not applicable	Schedule 2, Division 2, Clause 34
32.	science and technology worker	Not applicable	Schedule 2, Division 2, Clause 35
33.	social and community service worker	Not applicable	Schedule 2, Division 2, Clause 36
34.	transport worker	Not applicable	Schedule 2, Division 2, Clause 37
35.	utility and urban worker	Not applicable	Schedule 2, Division 2, Clause 38
36.	veterinary and pet/animal care worker	Not applicable	Schedule 2, Division 2, Clause 39

SCHEDULE 2 – DEFINITIONS**Division 1 – Key definitions****1. Vaccination status**

- (1) A person's **vaccination status** is one of the following:
 - (a) fully vaccinated (boosted); or
 - (b) fully vaccinated; or
 - (c) partially vaccinated; or
 - (d) unvaccinated; or
 - (e) excepted person.
- (2) A person is **fully vaccinated** if the person has received:
 - (a) one dose of a one dose COVID-19 vaccine; or
 - (b) two doses of a two dose COVID-19 vaccine including two different types of two dose COVID-19 vaccines.
- (3) A person is **fully vaccinated (boosted)** if the person has received a booster dose.
- (4) A person is **partially vaccinated** if the person has received one dose of a two dose COVID-19 vaccine and is not an excepted person.
- (5) A person is **unvaccinated** if the person has not received a dose of a COVID-19 vaccine and is not an excepted person.
- (6) A person is an **excepted person** if the person holds acceptable certification that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia due to:
 - (a) a medical contraindication; or
 - (b) an acute medical illness (including where the person has been diagnosed with COVID-19).
- (7) An **acceptable certification** for the purpose of subclause (6) is:
 - (a) a current COVID-19 digital certificate issued by Services Australia and displayed through the Medicare App, Service Victoria App or equivalent smartphone wallet, that states that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia; or
 - (b) a printed version of the COVID-19 digital certificate referred to in subparagraph (a).
- (8) A **booster deadline** in relation to a worker is the date specified in Column 2 of Schedule 1 for that worker.
- (9) A person has received a **booster dose** if they have received:
 - (a) a second dose of a COVID-19 vaccine after receiving one dose of a one dose COVID-19 vaccine; or
 - (b) a third dose of a COVID-19 vaccine after receiving two doses of a two dose COVID-19 vaccine including different types of two dose COVID-19 vaccines.

2. Vaccination information

For the purposes of this Order, **vaccination information** is information relating to a person's vaccination status and includes:

- (1) any information that is derived from a record of information that was made under, or in accordance with, the Australian Immunisation Register Act 2015 of the Commonwealth; and
- (2) the name or type of any dose of COVID-19 vaccine received by the person; and

- (3) the date on which the person received any dose of a COVID-19 vaccine.

Note: vaccination information may be recorded in a variety of documents, such as a letter from a medical practitioner, a certificate of immunisation or an immunisation history statement obtained from the Australian Immunisation Register. For overseas travellers, it may be recorded in an Australian International COVID-19 Vaccination Certificate or vaccination certificates issued by an overseas government authority, accompanied by the Australian Traveller Declaration or COVID-19 Vaccination and Testing Declaration for travel to Australia.

3. Employers and workers

For the purpose of this Order:

- (1) **employer** in relation to a worker means:
- (a) the person who employs or engages the worker; or
 - (b) if the worker is self-employed – the worker;
- (2) **worker** means a person identified in Column 1 of Schedule 1, whether paid or unpaid, but does not include:
- (a) a Commonwealth employee;
 - (b) a worker who works in connection with proceedings in a court, where that work cannot be done from the person's ordinary place of residence;
 - (c) a person under 12 years and two months of age.

Division 2 – Worker-specific definitions

4. Accommodation worker

For the purposes of this Order, **accommodation worker** means a person who works at or in connection with one of the following accommodation facilities, whether operated on a for-profit or not-for-profit basis:

- (1) camping ground;
- (2) caravan park;
- (3) hotel;
- (4) hostel;
- (5) bed and breakfast;
- (6) private holiday rental facility, including Airbnbs;
- (7) motel;
- (8) serviced apartment.

5. Agricultural and forestry worker

For the purposes of this Order, **agricultural and forestry worker** means a person who works in connection with:

- (1) food safety and verification, inspection or associated laboratory services and biosecurity functions;
- (2) animal saleyards, knackeries and animal transportation services (including livestock and pets);
- (3) services connected with animal health, husbandry or welfare;
- (4) farm, animal and bloodstock leasing activities, including but not limited to:
 - (a) farming activities and other operations relating to agriculture, horticulture, viticulture, irrigation, permaculture, apiculture, grains, fibre production, dairy, flower industry, commercial fishing, aquaculture and livestock;
 - (b) intensive agricultural production including greenhouses and animal production;
 - (c) agricultural, veterinary chemicals and vaccine production, transportation and distribution (including the Pig Services Centre);
 - (d) laboratory and diagnostic services;

- (e) animal feed production, transportation, packaging, sale, and feeding (including livestock and pets);
- (f) animal pounds and shelters activities;
- (5) forestry activities for the purposes of or relating to:
 - (a) production of firewood for heating of premises;
 - (b) production of pallets;
 - (c) production of building supplies for construction;
 - (d) production of other goods (e.g. paper, packaging, caskets and coffins).

6. **Airport worker**

For the purposes of this Order:

- (1) **airport** has the same meaning as in the **Airports Act 1996** of the Commonwealth;
- (2) **airport worker** means a person who works at or in connection with an airport.

7. **Ancillary, support and welfare worker**

For the purposes of this Order, **ancillary, support and welfare worker** means:

- (1) a person who works in connection with:
 - (a) services that are critical to, and relate to, the Victorian Government's COVID-19 response (including hotel quarantine);
 - (b) a public event where that event has received an exemption allowing it to proceed, including any workers and public broadcast personnel that support the safe running of the public event;
 - (c) employment services;
 - (d) union/peak body/employer organisation officials attending a worksite as permitted by law or for Occupational Health and Safety (OHS) advice;
- (2) fly in fly out workers or drive in drive out workers who are required for continuity of an industry or business and maintenance of a competitive operation and where the service is time-critical, or for the critical maintenance or repair of infrastructure critical to a region of, or to, Victoria;
- (3) maritime crew.

8. **Authorised officer**

For the purposes of this Order, **authorised officer** has the same meaning as in the **Public Health and Wellbeing Act 2008**.

9. **Care worker**

For the purposes of this Order:

- (1) **alcohol and drug residential service** means:
 - (a) a treatment centre within the meaning of the **Severe Substance Dependence Treatment Act 2010**;
 - (b) a residential treatment service (however described) that provides drug or alcohol withdrawal or rehabilitation services in a residential setting to people dependent on alcohol or other drugs;
 - (c) a service that provides supported accommodation to a person after the person has received residential treatment services of the kind referred to in subclause (b);
- (2) **care worker** means a person who works in connection with:
 - (a) an alcohol and drug residential service;
 - (b) a disability residential service;
 - (c) services provided to an NDIS participant in any setting;

- (d) a homelessness residential service;
 - (e) a secure welfare service;
 - (f) a supported residential service;
 - (g) essential relief activities including the activities provided at Neighbourhood Houses;
 - (h) an eligible SDA enrolled dwelling;
 - (i) a short-term accommodation and assistance dwelling;
 - (j) a mental health residential service including the service provided at a Community Care Unit or a Prevention and Recovery Centre;
 - (k) a retirement village;
- (3) **disability residential service** means a residential service within the meaning of the **Disability Act 2006** and includes the Intensive Residential Treatment Program of the Statewide Forensic Service, often referred to as ‘DFATS’;
- (4) **eligible SDA enrolled dwelling** means a Specialist Disability Accommodation (SDA) enrolled dwelling that is provided under an SDA residency agreement within the meaning of section 498B of the **Residential Tenancies Act 1997**;
- (5) **homelessness residential service** means a service that is funded by government to provide a staffed residential service to people who are homeless or at risk of being homeless;
- (6) **mental health residential service** means a service that is funded by the Victorian Government to provide a staffed residential service to people who have a mental illness;
- (7) **retirement village** has the same meaning as in the **Retirement Villages Act 1986**;
- (8) **secure welfare service** has the same meaning as in the **Children, Youth and Families Act 2005**;
- (9) **short-term accommodation and assistance dwelling** has the same meaning as in the **Disability Act 2006**;
- (10) **supported residential service** has the same meaning as in the **Supported Residential Services (Private Proprietors) Act 2010**.

10. Community worker

For the purposes of this Order, **community worker** means a person who works at or in connection with a community facility or an organisation providing community services, whether operated on a for profit or not-for-profit basis, including but not limited to:

- (1) a facility at which services are provided by an Aboriginal Community Controlled Organisation;
- (2) a community centre or community hall;
- (3) a public library;
- (4) a youth centre;
- (5) a skatepark in an outdoor space.

11. Creative arts worker

For the purposes of this Order, **creative arts worker** means a person who works at or in connection with:

- (1) an art studio;
- (2) a ceramics studio;
- (3) a music room or studio;
- (4) a rehearsal room or studio;
- (5) any other facility that is used for creative art.

12. Custodial worker

For the purposes of this Order:

- (1) **custodial worker** means a person who works at or in connection with a:
 - (a) custodial facility that is a facility used for the detention of persons, including but not limited to:
 - (i) a prison;
 - (ii) a remand centre;
 - (iii) a youth residential centre;
 - (iv) a youth justice centre;
 - (v) residential facilities;
 - (vi) residential treatment facilities;
- (2) **prison** has the same meaning as in the **Corrections Act 1986**;
- (3) **remand centre** has the same meaning as in the **Children, Youth and Families Act 2005**;
- (4) **residential facility** has the same meaning as in the **Serious Offenders Act 2018**, and includes the Maribyrnong Community Residential Facility;
- (5) **residential treatment facility** has the same meaning as in the **Serious Offenders Act 2018**;
- (6) **youth residential centre** has the same meaning as in the **Children, Youth and Families Act 2005**;
- (7) **youth justice centre** has the same meaning as in the **Children, Youth and Families Act 2005**.

13. Disability worker

For the purposes of this Order, **disability worker** means a person identified in rows 1 to 36 of Column 1 of Schedule 1, except row 10, who:

- (1) directly provides a **disability service** to a person with a **disability**; or
- (2) supervises or manages another person who directly provides a **disability service** to a person with a disability,

but does not include a person who:

- (3) is a family member of a person with a disability, and provides **disability services** to the person with a disability and does not receive a fee or reward for providing those **disability services**; or
- (4) voluntarily provides **disability services**, unless the person provides the **disability services** on behalf of an organisation or agency.

14. Emergency service worker

For the purposes of this Order, **emergency service worker** means a person who works in connection with emergency services including but not limited to:

- (1) the Victoria State Emergency Services;
- (2) Fire Rescue Victoria, the Country Fire Authority or any other firefighting services;
- (3) the Emergency Services Telecommunications Authority;
- (4) aquatic safety services, including life saving services and marine search and rescue services;
- (5) paramedical services;
- (6) ambulance and paramedics services;
- (7) air ambulance and medical retrieval services (including Royal Flying Doctor Service);

- (8) Victoria Police, protective services and police custody services;
- (9) essential infrastructure and essential services that are required to maintain or protect human health, safety and wellbeing (whether provided by a public or private undertaking), and including maintenance and repair of such infrastructure.

15. Entertainment and function worker

For the purposes of this Order, **entertainment and function worker** means a worker who works at an amusement park for the purpose of providing statutorily required training for staff prior to reopening.

16. Food distribution worker

For the purposes of this Order, **food distribution worker** means a person who works at or in connection with a premises used for the distribution of food and is a:

- (1) manufacturing worker; or
- (2) port or freight worker; or
- (3) meat and seafood processing worker.

17. Funeral worker

For the purposes of this Order, **funeral worker** means a person who works in connection with funerary or mortuary services.

18. Higher education worker

For the purposes of this Order, **higher education worker** means a person who works at or in connection with:

- (1) a university;
- (2) a vocational education and training institute;
- (3) a technical and further education institute;
- (4) an adult community and further education institute;
- (5) a registered training organisation;
- (6) any other facility undertaking post-compulsory education or training.

19. Justice worker

For the purposes of this Order:

- (1) **honorary justice** has the same meaning as in the **Honorary Justices Act 2014**;
- (2) **justice service centre** means:
 - (a) a premises or place appointed as a community corrections centre pursuant to section 86 of the **Corrections Act 1986** or a youth justice unit pursuant to section 478 of the **Child Youth and Families Act 2005**; or
 - (b) the Wulgunggo Ngalu Learning Place;
- (3) **justice worker** means:
 - (a) a person who works at or in connection with a justice service centre; or
 - (b) an honorary justice or a person who works in connection with an honorary justice.

20. Manufacturing worker

For the purposes of this Order, **manufacturing worker** means a person who works at or in connection with a premises used for the distribution, production or processing of goods, including but not limited to production or processing of:

- (1) food (excluding meat, seafood or poultry);
- (2) beverages including brewed and bottled drinks;
- (3) textiles, leather, clothing, footwear and accessories;

- (4) wood products;
- (5) pulp and paper products;
- (6) printing including small and large production runs;
- (7) chemicals, including fertilisers, pesticides, pharmaceutical, medicinal, cleaning products, toiletries, cosmetics, photographic and explosives;
- (8) metal and plastics;
- (9) machinery and equipment manufacturing including parts;
- (10) furniture;
- (11) household goods;
- (12) whole or partial products;
- (13) software, essential marketing or product installation.

21. Marriage celebrant

For the purposes of this Order, **marriage celebrant** has the same meaning as authorised celebrant in the **Marriage Act 1961** of the Commonwealth.

22. Meat and seafood processing worker

For the purposes of this Order, **meat and seafood processing worker** means a person who works at or in connection with an abattoir or a meat, seafood or poultry processing plant.

23. Media and film production worker

For the purposes of this Order, **media and film production worker** means a person who works in connection with:

- (1) journalism;
- (2) media services;
- (3) the production of feature films, theatre, television shows and documentaries (excluding television commercials, student and corporate productions);
- (4) broadcasting performances from an entertainment facility;
- (5) a rehearsal conducted in a theatre that has a seated capacity of more than 1000 people and ordinarily conducts performances on a commercial basis;
- (6) a rehearsal conducted by a National Performing Arts Partnership Company.

24. Mining worker

For the purposes of this Order, **mining worker** means a person who works at a premises at which mining activities take place, including coal mining, oil and gas extraction, metal ore mining, non-metallic mineral mining and quarrying petroleum production.

25. Physical recreation worker

For the purposes of this Order:

- (1) **physical recreation worker** means a person:
 - (a) who works at or in connection with:
 - (i) a facility used or partly used for sport, sport racing or physical recreation;
 - (ii) a play centre;
 - (iii) a trampolining centre;
 - (iv) a swimming pool, hydrotherapy pool, spa, sauna, steam room or spring facility; or
 - (b) who provides personal training services;
- (2) **hydrotherapy pool** means a pool designed to be used for hydrotherapy or rehabilitation purposes;

- (3) **play centre** means a premises, whether indoor or outdoor, that has play equipment to be used or partly used by children under the age of 12 years but does not mean a playground;
- (4) **spring facility** means a hot, sweet, geothermal or mineral pool, spa or bath fed by groundwater from an aquifer.

26. Port or freight worker

For the purposes of this Order, **port or freight worker** means a person works in connection with:

- (1) air transport services;
- (2) port operations;
- (3) freight services (including postal and courier services);
- (4) services provided by a transport, freight or logistics driver;
- (5) monitoring compliance with the **Heavy Vehicle National Law**.

27. Professional sports, high-performance sports, or racing person

For the purposes of this Order, **professional sports, high-performance sports, or racing person** means a person who:

- (1) performs a sporting activity in an open-aged national or international competition (at the highest level as identified by the recognised national body);
- (2) is employed to perform a sporting activity as their primary source of income (for example, employed by a professional club or recognised national body);
- (3) is a National Institute Network Scholarship holder or equivalent level national categorised athlete;
- (4) supports the safe conduct of another person's professional sport;
- (5) publicly broadcasts professional sport;
- (6) participates in thoroughbred, harness and greyhound racing.

28. Professional services worker

For the purposes of this Order:

- (1) **Australian legal practitioner** has the same meaning as in the **Legal Profession Uniform Law Application Act 2014**;
- (2) **legal worker** means:
 - (a) an **Australian legal practitioner** who provides services in connection with the administration of justice where the services cannot be provided by an online communication, teleconference or by means of an audio-visual link facility;
 - (b) a person who works in connection with a person specified in subparagraph (a).
- (3) **professional services worker** means:
 - (a) a person who provides a financial service within the meaning of section 766A of the **Corporations Act 2001** of the Commonwealth, or works in connection with the provision of such a service; or
 - (b) a legal worker.

29. Public sector worker

For the purposes of this Order:

- (1) **local government worker** means:
 - (a) a Chief Executive Officer within the meaning of the **Local Government Act 2020**;
 - (b) a member of Council staff appointed under section 48 of the **Local Government Act 2020**;

- (2) **public sector worker** means:
- (a) a Ministerial officer employed under section 98 of the **Public Administration Act 2004**;
 - (b) a local government worker;
 - (c) a person who is a public sector employee within the meaning of the **Public Administration Act 2004**, except:
 - (i) a person who is a member of the staff of Court Services Victoria within the meaning of the **Court Services Victoria Act 2014**;
 - (ii) a parliamentary officer within the meaning of the **Parliamentary Administration Act 2005**;
 - (iii) a person employed or engaged by the Chief Executive Officer of the Victorian Civil and Administrative Tribunal.

30. Quarantine accommodation worker

For the purposes of this Order, **quarantine accommodation worker** means a person who works in connection with quarantine accommodation services that are critical to, and relate to, the Victorian Government's COVID-19 response.

31. Real estate worker

For the purposes of this Order:

- (1) **estate agent** has the same meaning as in the **Estate Agents Act 1980**;
- (2) **real estate worker** means an estate agent or any person who works in connection with the provision of services by an estate agent.

32. Religious worker

For the purposes of this Order:

- (1) **religious worker** means a person who works at or in connection with a place of worship, but does not include a person who:
 - (a) conducts services of public worship and acknowledgments of faith;
 - (b) performs marriages, funerals and special memorial services according to tradition and ecclesiastical and civil law;
 - (c) visits members of the community in their homes, hospitals and other institutions to provide advice and religious comfort for the purpose of end of life faith reasons;
- (2) **place of worship** has the same meaning as in the **Heritage Act 2017**.

33. Repair and maintenance worker

For the purposes of this Order, **repair and maintenance worker** means a person who works in connection with:

- (1) laundry services;
- (2) dry cleaning services;
- (3) car washing services;
- (4) commercial cleaning service;
- (5) locksmith services;
- (6) roadside assistance services;
- (7) pool and spa maintenance services for commercial pools and spas;
- (8) vehicle and mechanical repair services;
- (9) outdoor maintenance, repairs, and cleaning, including at occupied premises;
- (10) outdoor home installations;

- (11) home solar panel installations that involve outdoor work or in roof cavities with external access;
- (12) critical repairs to any premises where required for emergency or safety.

34. Retail worker

For the purposes of this Order:

- (1) **bottle shop** means an area that is physically attached to a licensed premises where packaged alcohol is sold to be consumed off the premises;
- (2) **club licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (3) **food and drink facility** means a café, restaurant, licensed premises, fast-food store, cafeteria, canteen, winery, food truck or food court;
Note: a food and drink facility includes a food and drink facility at a stadium or arena.
- (4) **general licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (5) **late night licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (6) **licensed premises** means a business characterised as a pub, bar, club, nightclub or hotel that supplies alcohol under a general licence, an on-premises licence, a late night licence, a producer's licence, a club licence, a packaged liquor licence, or a restaurant and café licence;
- (7) **market** means a public market, whether indoor or outdoor, including a food market and includes individual stalls at a market;
- (8) **nightclub** means a facility:
 - (a) to which a late night licence applies; and
 - (b) with a dancefloor; and
 - (c) which does not serve food prepared at the facility for consumption on the premises;
- (9) **on-premises licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (10) **packaged liquor licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (11) **producer's licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (12) **restaurant and café licence** has the same meaning as in the **Liquor Control Reform Act 1998**;
- (13) **retail facility** means a premises, or part of a premises, at which a business operates to provide for the sale or hire of goods by retail, or the provision of services by retail, including but not limited to a:
 - (a) market, but only to obtain groceries or fresh food;
 - (b) retail shopping centre;
 - (c) supermarket, grocery store, bakery, butcher, fruit and vegetable store or fishmonger;
 - (d) food and drink facility;
 - (e) post office;
 - (f) news agent;
 - (g) petrol station (including a petrol station that sells groceries);
 - (h) bottle shop;
 - (i) pet store;
 - (j) facility that provides 'click and collect' services;

(14) **retail worker** means a person who works at or in connection with a retail facility or a wholesale or distribution facility;

(15) **retail shopping centre** has the same meaning as in the **Retail Leases Act 2003**.

35. Science and technology worker

For the purposes of this Order, **science and technology worker** means a person who works in connection with scientific and technical research or activities, but only in relation to:

- (1) COVID-19 (e.g. MedTech research regarding vaccines);
- (2) hazard monitoring and resilience;
- (3) biosecurity and public health;
- (4) medical or other research, which is ongoing and requires on site attendance;
- (5) critical scientific experiments, labs and collections.

36. Social and community service worker

For the purposes of this Order, **social and community service worker** means a person who works in connection with:

- (1) disability services;
- (2) services provided to an NDIS participant in any setting;
- (3) child protection services;
- (4) family violence and sexual assault support services;
- (5) homelessness support services;
- (6) public housing support services;
- (7) mental health services;
- (8) aged care services;
- (9) any social services provided or contracted by the government to support members of the community who have a particular need because of family violence, homelessness, illness or a chronic health condition, infirmity, disability, contact with the justice system or other essential support service;
- (10) interpreter, cultural or support services.

37. Transport worker

For the purposes of this Order:

- (1) **transport worker** means a person who performs work in connection with:
 - (a) a bus company;
 - (b) a commercial passenger vehicle service;
 - (c) a public transport service;
- (2) **bus company** has the same meaning as in **Transport (Compliance and Miscellaneous) Act 1983**;
- (3) **commercial passenger vehicle service** has the same meaning as in the **Commercial Passenger Vehicle Industry Act 2017**;
- (4) **public transport service** has the same meaning as in the **Transport (Compliance and Miscellaneous) Act 1983**.

38. Utility and urban worker

For the purposes of this Order, **utility and urban worker** means a person who works in connection with:

- (1) specialist services at telecommunications stores to support telecommunications as a critical service during the COVID-19 pandemic;
- (2) services to support the ongoing provision and regulation of electricity, gas, water, sewage and waste and recycling services and their maintenance;

- (3) domestic and commercial waste and resource recovery services (including collection, treatment and disposal services and transfer stations), including:
 - (a) electricity services;
 - (b) operation of energy systems;
 - (c) gas services;
 - (d) water supply, sewerage and drainage services;
 - (e) liquid fuels and refinery services;
- (4) the operation of primary clinical waste incinerators by specialised clinical waste workers;
- (5) the operation of carpark for the purposes of supporting workers.

39. Veterinary and pet/animal care worker

For the purposes of this Order, **veterinary and pet/animal care worker** means a person who works:

- (1) in connection with:
 - (a) pet grooming services;
 - (b) veterinary services;
 - (c) animal rescue services;
 - (d) animal health, husbandry or welfare services; or
- (2) at the premises of or in connection with:
 - (a) a nature reserve at which animals are treated and cared for;
 - (b) a zoo.

Division 3 – Other definitions

For the purposes of this Order:

Commonwealth employee has the same meaning as in the **Sex Discrimination Act 1984** of the Commonwealth;

court means:

- (a) the Supreme Court;
- (b) the County Court;
- (c) the Magistrates' Court;
- (d) the Children's Court;
- (e) any Federal Court;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 PCR test means a COVID-19 polymerase chain reaction test;

COVID-19 vaccine means a one dose COVID-19 vaccine or a two dose COVID-19 vaccine;

critical unforeseen circumstance means a circumstance that the employer could not reasonably have foreseen nor planned for which results in a critical need for staff;

disability has the same meaning as it has in the **Disability Service Safeguards Act 2018**;

disability service has the same meaning as in the **Disability Service Safeguards Act 2018**;

emergency situation means a situation where it is reasonably apparent to an employer that medical treatment is necessary, as a matter of urgency to:

- (a) save a person's life; or
- (b) prevent serious damage to a person's health; or
- (c) prevent a person from suffering or continuing to suffer significant pain or distress;

Individual Healthcare Identifier has the same meaning as the healthcare identifier of a healthcare recipient in section 9 of the **Healthcare Identifiers Act 2010** of the Commonwealth;

medical contraindication means one of the following contraindications to the administration of a **COVID-19 vaccine**:

- (a) anaphylaxis after a previous dose;
- (b) anaphylaxis to any component of the vaccine, including polysorbate or polyethylene glycol;
- (c) in relation to AstraZeneca:
 - (i) history of capillary leak syndrome; or
 - (ii) thrombosis with thrombocytopenia occurring after a previous dose;
- (d) in relation to Comirnaty or Spikevax, myocarditis or pericarditis attributed to a previous dose of either Comirnaty or Spikevax;
- (e) where a person is in the process of completing a Federal Department of Health approved COVID-19 vaccine clinical trial;
- (f) the occurrence of any other serious adverse event that has:
 - (i) been attributed to a previous dose of a COVID-19 vaccine by an experienced immunisation provider or medical specialist (and not attributed to any another identifiable cause); and
 - (ii) been reported to State adverse event programs and/or the Therapeutic Goods Administration;

medical practitioner means:

- (a) a general practice registrar on an approved 3GA training placement; or
- (b) a public health physician; or
- (c) an infectious disease physician; or
- (d) a clinical immunologist; or
- (e) a general practitioner who is vocationally registered; or
- (f) a general practitioner who is a fellow of the Royal Australian College of General Practitioners (RACGP); or
- (g) a general practitioner who is a fellow of the Australian College of Rural and Remote Medicine (ACRRM); or
- (h) a paediatrician; or
- (i) a medical practitioner who is a fellow of the Royal Australasian College of Physicians;

NDIS participant has the same meaning as ‘participant’ under the **National Disability Insurance Scheme Act 2013** of the Commonwealth;

one dose COVID-19 vaccine means ‘COVID-19 Vaccine Janssen’ (Janssen-Cilag);

pandemic orders in force has the same meaning as in the **Pandemic (Movement and Gathering) Order 2022 (No. 3)** as amended or replaced from time to time;

premises has the same meaning as in the **Public Health and Wellbeing Act 2008** but does not include a worker’s ordinary place of residence;

Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)**;

Revoked COVID-19 Mandatory Vaccination (Specified Workers) Order means the **COVID-19 Mandatory Vaccination (Workers) Directions (No. 8)** or the **Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 4)**, or their predecessors;

Revoked Quarantine, Isolation and Testing Order means the **Diagnosed Persons and Close Contacts Directions (No. 35)** or the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 4)**, or their predecessors;

two dose COVID-19 vaccine means any of the following:

- (a) Vaxzevria (AstraZeneca);
- (b) Comirnaty (Pfizer);
- (c) Spikevax (Moderna);
- (d) Coronavac (Sinovac);
- (e) Covishield (AstraZeneca/Serum Institute of India);
- (f) Covaxin (Bharat Biotech);
- (g) BBIP-CorV (Sinopharm);
- (h) Sputnik V (Gamaleya Research Institute);
- (i) Nuvaxovid (Bioelect on behalf of Novavax).

Dated 11 February 2022

MARTIN FOLEY MP
Minister for Health

Water Act 1989**DECLARATION OF SERVICED PROPERTIES**

For the purposes of section 144 of the **Water Act 1989** Goulburn Valley Region Water Corporation (trading as Goulburn Valley Water), declares it has made provision for water and/or sewerage services to the following lots commencing 31 March 2022:

Potable Water and Sewerage

Lots 64–69, PS823131V; 53 Fordyce Street, Shepparton

Lots 1–2, PS903896Q; 317 and 319 Maude Street, Shepparton

Lots 2A, 3 and 4, PS639401T; 63 High Street, Mansfield

Lots 1–11, 42–62; PS836901X; 50 Highgate Road, Kilmore

Lots 1–3, PS902003R; 110 White Street, Kilmore

Water only

Lots 1–2, PS902318P; 225 Central Avenue, Shepparton East

For more information, telephone Goulburn Valley Water on 1800 45 45 00.

Water Act 1989**NOTICE OF DECLARATION OF SERVICED PROPERTIES**

Notice is hereby given that Westernport Water has made provision for water and/or recycled water and/or sewer services for the properties listed below. In accordance with section 144 of the **Water Act 1989**, these properties are now liable to be rated as serviced properties from 28 February 2022, or subject to the approval of subdivision.

Lot/Plan Numbers	Property Address
Water and Sewer Services	
Lots 100, 200 and 700 / PS823850L	3 Sapphire View, San Remo, Victoria 3995
Lots 1 and 2/PS905731P	11 Furlong Crescent, Dalyston, Victoria 3992
Lots 122 – 127/LP6579	38 Messmate Road, Kilcunda, Victoria 3995

A copy of the notice and plans for the above are available for inspection at Westernport Water's Office, 2 Boys Home Road, Newhaven.

www.westernportwater.com.au

Yarra River Protection (Wilip-gin Birrarung murrong) Act 2017NOTICE OF APPROVAL OF BURNDAP BIRRARUNG BURNDAP UMARKOO
(YARRA STRATEGIC PLAN)

I, Lisa Neville, Minister for Water and minister administering the **Yarra River Protection (Wilip-gin Birrarung murrong) Act 2017**, give notice under section 37(1) of that Act, that I approve the Yarra Strategic Plan (Burndap Birrarung burndap umarkoo) endorsed under Part 4 of the Act. The plan comes into operation on the day this notice is published in the Government Gazette.

The plan is a 10-year plan for the Yarra River Corridor for 2022–2032. The purpose of the plan is to guide the future use and development of the Yarra Strategic Plan area and identify areas for protection within the Yarra Strategic Plan area. It is the first plan to protect and enhance the Yarra River, Birrarung and its land as one living and integrated natural entity.

The plan is available on the internet sites of Melbourne Water, Department of Environment, Land, Water and Planning, and the other responsible public entities under the Act. It is also available for public inspection at the principal office of each of the above entities.

Dated 16 February 2022

HON. LISA NEVILLE
Minister for Water

Yarra River Protection (Wilip-gin Birrarung murrong) Act 2017

NOTICE OF REPORTING PERIOD FOR IMPLEMENTATION AUDIT REPORTS

I, Lisa Neville, Minister for Water and minister administering the **Yarra River Protection (Wilip-gin Birrarung murrong) Act 2017**, give notice under section 43(2)(b) of that Act that I have specified in writing to the lead agency, being the Melbourne Water Corporation, and responsible public entities defined in the Act, a reporting period of 12 months for responsible public entities to report under section 43(1) of the Act.

For each reporting period, responsible public entities must prepare an implementation audit report under section 43(1) of the Act on the implementation of a Yarra Strategic Plan by that entity and provide that report to the lead agency. These reports inform the monitoring and public reporting on the implementation of ‘Burndap Birrarung burndap umarkoo’ (Yarra Strategic Plan), as required by the Act.

Dated 23 December 2021

HON. LISA NEVILLE
Minister for Water

Planning and Environment Act 1987
BALLARAT PLANNING SCHEME
Notice of Approval of Amendment
Amendment C225ball

The Minister for Planning has approved Amendment C225ball to the Ballarat Planning Scheme.

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

The Amendment rezones four parcels of land (approx. 11.9 hectares) in Brown Hill from Rural Living Zone to Commercial 2 Zone to facilitate development in accordance with the Woodmans Hill Gateway Precinct Master Plan (2015).

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Ballarat City Council website at www.ballarat.vic.gov.au and/or during office hours, at the offices of the Ballarat City Council, The Phoenix, 25 Armstrong Street South, Ballarat.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
BOROONDARA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C353boroPt1

The Minister for Planning has approved Amendment C353boroPt1 to the Boroondara Planning Scheme.

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

The Amendment applies the Heritage Overlay (HO931) to 3–5 Florence Avenue, Kew on a permanent basis and amends the Thornton Estate Statement of Significance incorporated document to identify 33 Thornton Street, Kew as a ‘contributory’ place in the Thornton Estate Residential Precinct Heritage Overlay (HO806).

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Boroondara City Council website at www.boroondara.vic.gov.au and/or during office hours, at the offices of the Boroondara City Council, 8 Inglesby Road, Camberwell.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C240card

The Minister for Planning has approved Amendment C240card to the Cardinia Planning Scheme.

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

The Amendment implements the objectives of the Koo Wee Rup Township Strategy (2015) by introducing two Development Plan Overlay schedules and two Design and Development Overlay schedules over various areas of the Koo Wee Rup township.

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. A copy of the Amendment can also be inspected, free of charge, at the Cardinia Shire Council website at www.cardinia.vic.gov.au and/or during office hours, at the offices of the Cardinia Shire Council, 20 Siding Avenue, Officer.

ANDREW WIDDICOMBE

Acting Director, State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

DAREBIN PLANNING SCHEME

Notice of Approval of Amendment

Amendment C200dare

The Minister for Planning has approved Amendment C200dare to the Darebin Planning Scheme.

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

The Amendment applies the Heritage Overlay to 331–333 Heidelberg Road, Northcote on an interim basis until 31 October 2022.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Darebin city Council website at www.darebin.vic.gov.au and/or during office hours, at the Darebin City Council Offices, 274 Gower Street, Preston.

ANDREW WIDDICOMBE

Acting Director, State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
GREATER DANDENONG PLANNING SCHEME
Notice of Approval of Amendment
Amendment C211gdan

The Minister for Planning has approved Amendment C211gdan to the Greater Dandenong Planning Scheme.

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

The Amendment rezones the former Maralinga Primary School at 9 Maralinga Avenue, Keysborough from Public Use Zone 2 to Neighbourhood Residential Zone – Schedule 1.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Greater Dandenong City Council website at www.greaterdandenong.com and/or during office hours, at the offices of the Greater Dandenong City Council, 225 Lonsdale Street, Dandenong.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
GREATER SHEPPARTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C238gshe

The Minister for Planning has approved Amendment C238gshe to the Greater Shepparton Planning Scheme.

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

The Amendment amends Schedule 4 to Clause 37.01 Special Use Zone (SUZ4) that applies to land at 7580 Goulburn Valley Highway, Kialla.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation and free of charge, at the Greater Shepparton City Council website at www.greatershepparton.com.au and/or during office hours at the offices of the Greater Shepparton City Council, 90 Welsford Street, Shepparton.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
HOBSONS BAY PLANNING SCHEME
Notice of Approval of Amendment
Amendment C131hbay

The Minister for Planning has approved Amendment C131hbay to the Hobsons Bay Planning Scheme.

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

The Amendment replaces the Municipal Strategic Statement (MSS) and the Local Planning Policy Framework (LPPF) at Clause 21 and Clause 22 of the Hobsons Bay Planning Scheme with a Municipal Planning Strategy (MPS), local policies within the Planning Policy Framework (PPF), revises local schedules to zones, overlays, particular and operational provisions, consistent with the structure introduced by Amendment VC148. The Amendment also applies new residential zones and the Neighbourhood Character Overlay to residential areas across the municipality

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Hobsons Bay City Council's website at www.hobsonsbay.vic.gov.au and/or during office hours, at the offices of the Hobsons Bay City Council, 115 Civic Parade, Altona.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
KINGSTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C197king

The Minister for Planning has approved Amendment C197king to the Kingston Planning Scheme.

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

The Amendment corrects various zone and overlay anomalies in the Kingston 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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation; and free of charge at the Kingston City Council website at www.kingston.vic.gov.au; or during office hours, at the offices of the Kingston City Council, 1230 Nepean Highway, Cheltenham.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

LATROBE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C135latr

The Minister for Planning has approved Amendment C135latr to the Latrobe Planning Scheme.

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

The Amendment corrects the 'Lake Narracan Native Vegetation Precinct Plan' Incorporated Document to remove errors with vegetation offset requirements, rezones Crown Allotment OP125634, Brodbribb Road Hazelwood, from Public Park and Recreation Zone to Public Use Zone 5 to align with the planned future expansion of the Hazelwood cemetery and removes the Heritage Overlay from 2, 4, 6 and 8 (Lots 219, 220, 221 and 222 of PS826796), Chatswood Close, Glengarry.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation; and free of charge, at the Latrobe City Council website at www.latrobe.vic.gov.au; or during office hours, at the offices of the Latrobe City Council, 141 Commercial Road, Morwell.

ANDREW WIDDICOMBE

Acting Director, State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

MORNINGTON PENINSULA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C281morn

The Minister for Planning has approved Amendment C281morn to the Mornington Peninsula Planning Scheme.

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

The Amendment introduces Clause 45.09 (Parking Overlay) and Schedule 1 to Clause 45.09 (Parking Overlay) to the Mornington, Rosebud and Hastings Major Activity Centres in the Mornington 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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation and free of charge, at the Mornington Peninsula Shire Council website at www.mornpen.vic.gov.au; or during office hours, at the offices of the Mornington Peninsula Shire Council, 90 Besgrove Street, Rosebud.

ANDREW WIDDICOMBE

Acting Director, State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
NILLUMBIK PLANNING SCHEME
Notice of Approval of Amendment
Amendment C129nill

The Minister for Planning has approved Amendment C129nill to the Nillumbik Planning Scheme.

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

The Amendment removes the Environmental Audit Overlay from land at 18, 20, 21, 22, 23, 24, 25, 25A, 27, 29, 31, 33 and 1/35 Thornbill Drive, Plenty and part of the road reserve of Thornbill Drive, Plenty.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation, and free of charge, at the Nillumbik Shire Council website at www.nillumbik.vic.gov.au; or during office hours, at the offices of the Nillumbik Shire Council, 34 Civic Drive, Greensborough.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
QUEENSCLIFFE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C38quen

The Minister for Planning has approved Amendment C38quen to the Queenscliffe Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the Queenscliffe Planning Scheme with a new Municipal Planning Strategy at Clause 2; and modifies the Planning Policy Framework at Clauses 11 to 19 and a selected number of local schedules to overlays and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation, and free of charge, at the website of the Borough of Queenscliffe, www.queenscliffe.vic.gov.au; and/or during office hours, at the Borough of Queenscliffe Customer Service Centre, 50 Learmonth Street, Queenscliff.

ANDREW WIDDICOMBE
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 C315ston

The Minister for Planning has approved Amendment C315ston to the Stonnington Planning Scheme.

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

The Amendment applies interim heritage controls to fifteen (15) individual places, four (4) precincts and one (1) precinct extension as identified in the Malvern Heritage Review, until 19 August 2022.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation, and free of charge, at: the Stonnington City Council website at www.stonnington.vic.gov.au; or during office hours, at the offices of the Stonnington City Council, 311 Glenferrie Road, Malvern.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
WHITTLESEA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C226wsea

The Minister for Planning has approved Amendment C226wsea to the Whittlesea Planning Scheme.

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

The Amendment introduces a municipal-wide local planning policy on signage by amending existing Clauses 02.03-5 and 18.02-4L and inserting a new Clause 15.01-1L into the Whittlesea 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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, on the Whittlesea City Council website at www.whittlesea.vic.gov.au; or during office hours, at the offices of the Whittlesea City Council, 25 Ferres Boulevard, South Morang 3752.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
WODONGA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C136wdon

The Minister for Planning has approved Amendment C136wdon to the Wodonga Planning Scheme.

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

The Amendment rezones Victory Lutheran College, 28 Drage Road, Wodonga from Farming Zone to General Residential Zone – Schedule 1.

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 or by contacting 1800 789 386 to arrange a time to view the Amendment documentation, and free of charge, at the Wodonga City Council website at www.wodonga.vic.gov.au; or during office hours, at the offices of the Wodonga City Council, 104 Hovell Street, Wodonga.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

ORDERS IN COUNCIL**Geographic Place Names Act 1998****NAMING RULES FOR PLACES IN VICTORIA: STATUTORY REQUIREMENTS
FOR NAMING ROADS, FEATURES AND LOCALITIES – 2022**

Order in Council

The Governor in Council under section 5(1) of **Geographic Place Names Act 1998** makes the guidelines relating to procedures to be implemented in selecting, assigning or amending names of places titled *Naming rules for places in Victoria: statutory requirements for naming roads, features and localities – 2022*.

Dated: 22 February 2022

HON RICHARD WYNNE MP
Minister for Planning

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Livestock Disease Control Act 1994**EXEMPTION ORDER UNDER SECTION 6(3A)**

Order in Council

1. The Governor in Council under section 6(3A) of the **Livestock Disease Control Act 1994** (**Act**) exempts from section 39(1)(a) and (b) of the Act the persons specified in Item 3 of this Order, to the extent specified in this Order.

Exemption from section 39(1)(a) and (b) of the Act

2. The persons specified in Item 3 of this Order are exempt from section 39(1)(a) and (b) of the Act –
 - (a) to the extent necessary to handle and use the Exotic Disease Agents at either or both of the locations described in Item 4 and as set out in this Order; and
 - (b) on the terms and conditions specified in this Order.

Exempted persons

3. Persons employed or engaged by Seqirus Pty Ltd (**Seqirus**) or CSL Limited at research facilities operated or managed by Seqirus.

Exempted locations

4. Research facilities operated or managed by Seqirus located at 63 Poplar Road, Parkville Victoria 3052, and CSL Limited, Cobb & Co Road, Woodend Victoria 3442.

Conditions

5. The Exotic Disease Agents must only be used to perform tests, prepare reagents for tests or to undertake research, for the purpose of preventing and controlling infectious diseases in livestock or humans.
6. Seqirus must keep records of use of the Exotic Disease Agents and provide those records to the Chief Veterinary Officer or delegate of the Chief Veterinary Officer within 72 hours of a request to do so.
7. Seqirus must notify the Chief Veterinary Officer if any of the following are suspended, revoked or significantly varied under the **Biosecurity Act 2015** (Cth) –
 - (a) any permit held by Seqirus to import the Exotic Disease Agents under section 179(1); or
 - (b) its approved arrangement under Chapter 7.

8. The exempted persons must not remove any Exotic Disease Agent from an exempted location unless –
- (a) the Exotic Disease Agent is being transferred to another exempted location described in item 4; or
 - (b) the Exotic Disease Agent is being transferred to the WHO Collaborating Centre for Reference and Research on Influenza or the Victorian Infectious Diseases Reference Laboratory, located at the Peter Doherty Institute for Infection & Immunity (**Peter Doherty Institute**), 792 Elizabeth Street, Melbourne Victoria 3000, and Seqirus has notified the Chief Veterinary Officer of its intent to transfer the Exotic Disease Agent to the Peter Doherty Institute; or
 - (c) the Exotic Disease Agent is being transferred to the Australian Centre for Disease Preparedness (**ACDP**) (formerly known as the Australian Animal Health Laboratory), located at 5 Portarlington Road, East Geelong Victoria 3219, and Seqirus has notified the Chief Veterinary Officer of its intent to transfer the Exotic Disease Agent to the ACDP; or
 - (d) the Exotic Disease Agent is being moved to another premises –
 - (i) in accordance with the Act or an arrangement made under the Act; and
 - (ii) in accordance with an approval or permit under the **Biosecurity Act 2015** (Cth); and
 - (iii) Seqirus has notified the Chief Veterinary Officer of its intent to transfer the Exotic Disease Agent to the other premises; or
 - (e) the Exotic Disease Agent is being exported from Australia.
9. Seqirus and exempted persons must comply with all legal requirements that apply to possession of and research using the Exotic Disease Agents, including the terms of any permit to import any of the Exotic Disease Agents issued under section 179(1) of the **Biosecurity Act 2015** (Cth) and the terms of any approved arrangement under Chapter 7 of that Act.

Commencement

10. This Order comes into effect on the date it is published in the Government Gazette and continues in effect for 2 years after the commencement date, unless it is revoked on an earlier date.

Definitions

In this Order –

Exotic Disease Agents means virus isolates that –

- (a) originate or have originated in Australia, for the following exotic diseases –
 - (i) low pathogenicity strains of avian influenza; and
 - (ii) swine influenza; or
- (b) have been imported into Australia in accordance with the **Biosecurity Act 2015** (Cth) for the following exotic diseases –
 - (i) low pathogenicity strains of avian influenza; and
 - (ii) swine influenza.

Dated: 22 February 2022

Responsible Minister:

THE HON. MARY-ANNE THOMAS MP
Minister for Agriculture

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Livestock Disease Control Act 1994
EXEMPTION ORDER UNDER SECTION 6(3A)

Order in Council

1. The Governor in Council under section 6(3A) of the **Livestock Disease Control Act 1994 (Act)** exempts from section 39(1)(a) and (b) of the Act the persons specified in Item 3 of this Order, to the extent specified in this Order.

Exemption from section 39(1)(a) and (b) of the Act

2. The persons specified in Item 3 of this Order are exempt from section 39(1)(a) and (b) of the Act –
 - (a) to the extent necessary to handle and use the Exotic Disease Agent at the location described in Item 4 and as set out in this Order; and
 - (b) on the terms and conditions specified in this Order.

Exempted persons

3. Persons employed or engaged by the Victorian Infectious Diseases Reference Laboratory at the Peter Doherty Institute (**Research Centre**).

Exempted location

4. The Victorian Infectious Diseases Reference Laboratory, located at the Peter Doherty Institute for Infection & Immunity, 792 Elizabeth Street, Melbourne Victoria 3000.

Conditions

5. The Exotic Disease Agent must only be used to perform tests, prepare reagents for tests or to undertake research, for the purpose of preventing and controlling infectious diseases in livestock or humans.
6. The Research Centre must keep records of use of the Exotic Disease Agent and provide those records to the Chief Veterinary Officer or delegate of the Chief Veterinary Officer within 72 hours of a request to do so.
7. The exempted persons must not remove any Exotic Disease Agent from the exempted location unless –
 - (a) the Exotic Disease Agent is being transferred to the Australian Centre for Disease Preparedness (**ACDP**) (formerly known as the Australian Animal Health Laboratory), located at 5 Portarlington Road, East Geelong Victoria 3219, and the Research Centre has notified the Chief Veterinary Officer of its intent to transfer the Exotic Disease Agent to the ACDP; or
 - (b) the Exotic Disease Agent is being moved to another premises –
 - (i) in accordance with the Act or an arrangement made under the Act; and
 - (ii) in accordance with an approval or permit under the **Biosecurity Act 2015 (Cth)**; and
 - (iii) the Research Centre has notified the Chief Veterinary Officer of its intent to transfer the Exotic Disease Agent to the other premises; or
 - (c) the Exotic Disease Agent is being exported from Australia.
8. The Research Centre and exempted persons must comply with all legal requirements that apply to possession of and research using the Exotic Disease Agent, including the term of any approved arrangement under Chapter 7 of the **Biosecurity Act 2015 (Cth)**.

Commencement

9. This Order comes into effect on the date it is published in the Government Gazette and continues in effect for 2 years after the commencement date, unless it is revoked on an earlier date.

Definitions

In this Order –

Exotic Disease Agents means virus isolates that originate or have originated in Australia, for the exotic diseases Hendra virus and lyssavirus including Australian bat lyssavirus.

Dated: 22 February 2022

Responsible Minister:

THE HON. MARY-ANNE THOMAS MP

Minister for Agriculture

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

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

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

- | | | | |
|-------------------------------|--|-------------------------------|--|
| 15. <i>Statutory Rule:</i> | Guardianship
and Administration
(Fees)
Regulations 2022 | 18. <i>Statutory Rule:</i> | Transport
(Safety Schemes
Compliance and
Enforcement)
(Infringements)
Amendment
Regulations 2022 |
| <i>Authorising Act:</i> | Guardianship and
Administration
Act 2019 | <i>Authorising Act:</i> | Transport
(Safety Schemes
Compliance and
Enforcement)
Act 2014 |
| <i>Date first obtainable:</i> | 22 February 2022 | <i>Date first obtainable:</i> | 22 February 2022 |
| <i>Code A</i> | | <i>Code A</i> | |
| 16. <i>Statutory Rule:</i> | Drugs, Poisons
and Controlled
Substances
Amendment
(Registered
Aboriginal and
Torres Strait
Islander Health
Practitioners)
Regulations 2022 | 19. <i>Statutory Rule:</i> | Road Safety
(Drivers) and
(General)
Amendment
Regulations 2022 |
| <i>Authorising Act:</i> | Drugs, Poisons
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Substances
Act 1981 | <i>Authorising Act:</i> | Road Safety
Act 1986 |
| <i>Date first obtainable:</i> | 22 February 2022 | <i>Date first obtainable:</i> | 22 February 2022 |
| <i>Code A</i> | | <i>Code B</i> | |
| 17. <i>Statutory Rule:</i> | Bus Safety
Amendment
Regulations 2022 | | |
| <i>Authorising Act:</i> | Bus Safety
Act 2009 | | |
| <i>Date first obtainable:</i> | 22 February 2022 | | |
| <i>Code B</i> | | | |
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