



Victoria Government Gazette

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No. G 11 Thursday 18 March 2010

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GENERAL

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As from 4 March 2010

The last Special Gazette was No. 92 dated 17 March 2010.

The last Periodical Gazette was No. 1 dated 3 June 2009.

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
-

Copies of recent Special Gazettes can now be viewed at the following display cabinet:

- 1 Treasury Place, Melbourne (behind the Old Treasury Building)
-

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
EASTER HOLIDAYS 2010**

Please Note:

The Victoria Government Gazette (General) published immediately after Easter (G14/10) will be published on **Thursday 8 April 2010**.

Copy deadlines:

Private Advertisements **9.30 am on Thursday 1 April 2010**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Tuesday 6 April 2010**

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

JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

Our contact details are as follows:

Victoria Government Gazette Office
Level 5, 460 Bourke Street
Melbourne, Victoria 3000

PO Box 1957
Melbourne, Victoria 3001

DX 106 Melbourne

Telephone: (03) 8523 4601
Fax: (03) 9600 0478
Mobile (after hours): 0419 327 321

Email: gazette@bluestargroup.com.au
Website: www.gazette.vic.gov.au

JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership existing between Varun Bhargava and Jerzy Weis Pty Ltd carrying on the business of restaurant and catering at 1 Theatre Place, Canterbury, Victoria, under the style of Wildflower Restaurant and Serious Catering by Wildflower, has been dissolved as from 2 March 2010.

Re: SELINA ETHEL WRIGHT, late of Unit 3, 1 Gray Street, Swan Hill, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 October 2009, are required by the trustees, Maureen Ethel Smith and Geoffrey Raymond Wright, care of 12 Sandpiper Drive, Swan Hill 3585, to send particulars to the trustees by 20 May 2010, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: HEINZ WILDEN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 November 2009, are required by the trustee, Veronica Joyce Blake (in the Will called Veronica Blake), care of 44 Douglas Street, Noble Park, Victoria, to send particulars to the trustee by 31 May 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BORCHARD & MOORE, solicitors,
44 Douglas Street, Noble Park 3174.

Re: Estate of ALBERT WILLIAM SINCLAIR, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ALBERT WILLIAM SINCLAIR, late of 166 Boort Kerang Road, Boort, Victoria, dairy farmer, deceased, who died on 8 November 2009, are to

send particulars of their claim to the executrix, care of the undermentioned legal practitioners, by 5 May 2010, after which the executrix will distribute the assets, having regard only to the claims of which she then has notice.

DWYER MAHON & ROBERTSON,
legal practitioners,
Beveridge Dome, 194–208 Beveridge Street,
Swan Hill 3585.

Creditors, next-of-kin and others who have claims in respect of the estate of LEON WILMA COBB, in the Will called Leone Wilma Cobb, late of 14 Licola Road, Heyfield, in the State of Victoria, deceased, who died on 22 October 2009, are to send particulars of their claim to the administrators, care of Engel & Partners Pty of 109 Main Street, Bairnsdale, by 25 May 2010, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

ENGEL & PARTNERS PTY, legal practitioners,
109 Main Street, Bairnsdale 3875.

MERIAM A. BOYCE, late of 502 Burwood Road, Vermont South, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 June 2009, are required by the trustees, Helen Christine Fisher and Enid Joan Dodemaide, to send particulars to the trustees by 18 May 2010, care of the undermentioned solicitors, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

FISCHER McCRAE, solicitors,
Level 3, 389 Lonsdale Street, Melbourne 3000.

CAMERON LESLIE KELLIE, late of 359 Warrigal Road, Burwood, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 September 2009, are required by the trustee, Margaret Davis, to send particulars to the trustee by 18 May 2010, care of the undermentioned solicitors, after which date

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

FISCHER McCRAE, solicitors,
Level 3, 389 Lonsdale Street, Melbourne 3000.

HELENA PATRICIA BURREKET, late of 14 Newry Street, Cheltenham, stock records clerk, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 February 2010, are required by the trustees, care of Harris & Chambers Lawyers of 4/250 Charman Road, Cheltenham 3192, to send particulars to them by 18 May 2010, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

HARRIS & CHAMBERS LAWYERS,
4/250 Charman Road, Cheltenham 3192.

Creditors, next-of-kin and others having claims in respect of the estate of DOROTHY LILLIAN CALDER, also known as Dorothy Lillian Barca, deceased, who died on 20 October 2009, are required by the trustees to send particulars of their claim to the undermentioned firm, by 20 May 2010, after which date the trustees will convey or distribute assets, having regard only to the claims of which the trustees then have notice.

JEEVA BALA, solicitor,
6 Long Street, Mentone 3194.

Re: OLIVE RUTH MAGEE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 September 2009, are required by the trustee, William Matthew Magee, to send particulars to him, care of the undersigned, by 19 May 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

KIM BAINBRIDGE LEGAL
SERVICES PTY LTD
(t/as Garden & Green), lawyers,
4 McCallum Street, Swan Hill, Victoria 3585.

Re: PETER ROBERT HARDING, late of 16 Servante Street, Sunshine 3020, driver.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 4 December 2009, are required by the executors, Kylie Marie Donnar and Megan Louise Harding, to send particulars of their claim to them, care of the undermentioned solicitors, by 18 May 2010, after which date the said executors may distribute the assets, having regard only to the claims of which they then have notice.

LACHLAN PARTNERS LEGAL, lawyers,
Level 34, 360 Collins Street, Melbourne 3000.

ROSEMARY STUART DONALDSON
BIRDSEYE, late of 692A Hawthorn Road, Brighton East, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 December 2009, are required by the executors, Joanna Lee Birdseye and James Russell Birdseye, to send particulars to them, care of the undermentioned solicitors, by a date not later than two months from the date of 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.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

Re: VALERIE AGNES MAY WOODALL, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of VALERIE AGNES MAY WOODALL, deceased, late of 24 Alvie Road, Mount Waverley, Victoria, who died on 3 November 2006, are required by the trustee to send particulars to him, care of the undermentioned solicitors, by 27 May 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MacALLAN LAWYERS,
40 Southport Avenue, Eagle Heights,
Queensland 4271.

Creditors, next-of-kin and others having claims in respect of the estate of BRUCE PARKER ANDERSON, deceased, late of 35 Power Street, Toorak 3142, who died on 19 August 2009, are required by the trustees to send particulars to the trustees, care of Caroline Ruth Diana Anderson at 35 Power Street, Toorak 3142, by 18 May 2010, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

MARY STEWART & CO., lawyers,
563 Wyndham Street, Shepparton 3630.

Re: CATHRINE MAY MILNE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 January 2010, are required by the trustee, Carol Ann Wood, in the Will called Carol Wood, care of the undermentioned solicitors, to send particulars to the trustee by 31 May 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

RADFORD LEGAL, barristers & solicitors,
14 Napier Street, St Arnaud 3478.

Re: WILLIAM EWALD CARNE, late of 20 Miller Street, Carnegie, Victoria, retired gardener, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 November 2009, are required by the executors, Roger Charles Fasken of 20 Monomeith Crescent, Mount Waverley, Victoria, retired bank officer and Norman Lynton Brewer of 4 Lilian Street, Nunawading, Victoria, retired engineer, to send particulars to them, care of the undersigned, by 18 May 2010, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: MARIA GECSE, late of Westwood Aged Care, 2 Nicol Avenue, Burnside, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 October 2009, are required by Maria Bodon and Alexander Gecse, the trustees of the estate of the deceased, to send particulars of their claims to them, care of the undermentioned lawyers, by 14 May 2010, by which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: NORMAN FREDERICK SHERWOOD, late of 3 Riviera Close, Mount Eliza, Victoria, retired master butcher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 August 2009, are required by Joan Dulcie Sherwood, the trustee of the estate of the deceased, to send particulars of their claims to her, care of the undermentioned lawyers, by 14 May 2010, by which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

WILLIAM VELDHUIZEN, late of Lotus Lodge, 1497 Point Nepean Road, Rosebud, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 December 2009, are required by the executor, Sam Stidston of 1/10 Blamey Place, Mornington, to send particulars to him, care of Stidston & Williams Weblaw, by 22 May 2010, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

STIDSTON & WILLIAMS WEBLAW, lawyers,
Suite 1, 10 Blamey Place, Mornington 3931.

Re: AMY MARION TOWNS, late of 82 Cuthberts Road, Alfredton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 December 2009, are required by the executors/personal representatives to send

particulars to them, care of the undermentioned solicitors, by 19 May 2010, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

TAIT LEISHMAN TAYLOR, lawyers,
38 Bank Street, Port Fairy 3284.

ELIZABETH SELIGMAN, late of Bupa Care Services, 24 Sutherland Street, Coburg, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 August 2009, are required to send particulars of their claims to the executors, care of Trust Company Limited, PO Box 361, Collins Street West, Victoria 8007, by 27 May 2010, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

TCL LEGAL SERVICES (VIC.) PTY LTD,
3/530 Collins Street, Melbourne, Victoria 3000.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

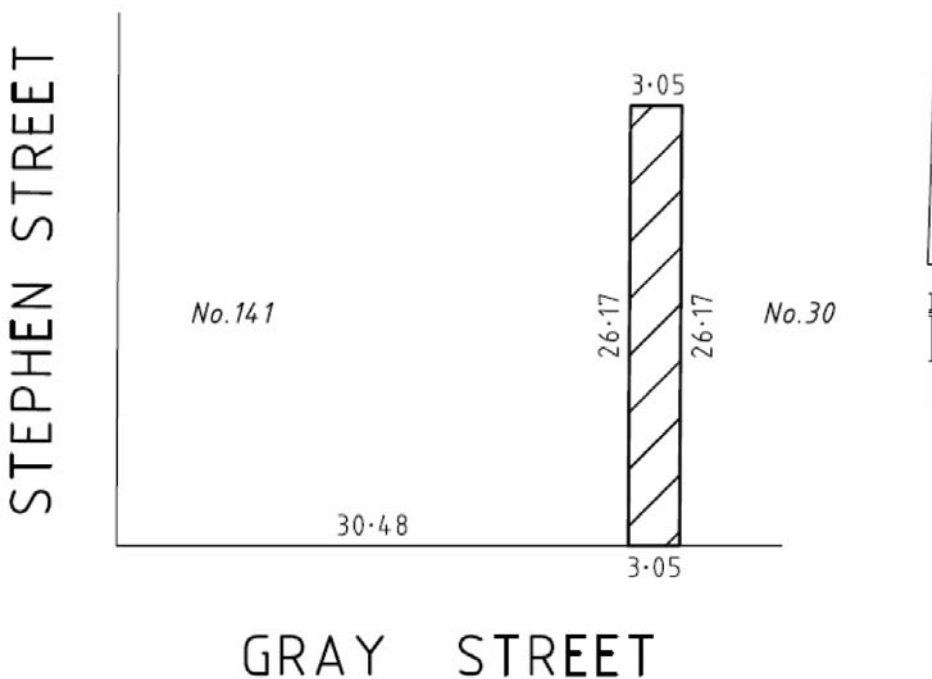
MARIBYRNONG CITY COUNCIL

Local Government Act 1989

Discontinuance of Road

Section 206
Schedule 10
Clause 3

The Maribyrnong City Council declares that by this notice it discontinues the part of the road at the rear of 141 Stephen Street, Yarraville, as shown in the marked area on the plan below.



Published with the authority of the Chief Executive Officer of the Maribyrnong City Council, Council Offices, corner Napier and Hyde Streets, Footscray 3011.

Dated 15 March 2010

KERRY THOMPSON
Chief Executive Officer
Maribyrnong City Council

GANNAWARRA SHIRE COUNCIL

Proposed Local Law

Gannawarra Shire Council (Council) is proposing to make a local law, to be known as the 'Community Amenity Local Law No. 1 of 2010', to operate for a period of 2 years.

The following information about the proposed local law is provided in accordance with section 119(2) of the **Local Government Act 1989**:

Purpose of the Proposed Local Law

The purposes of this Local Law are to provide for the peace order and good government of the Shire by:

1. managing uses and activities on roads and Council land so that the Council is aware of uses or activities which may:
 - 1.1 interfere with the safety and convenience of people travelling on or using roads or Council land; and
 - 1.2 impede free and safe access for people, in particular those with sight and movement impairment or disabilities; and
 - 1.3 cause damage to Council and community assets; and
 - 1.4 create a danger or expose others to risk; and
 - 1.5 be detrimental to the amenity of the area or the enjoyment of facilities on roads or Council land.
2. managing, regulating and controlling activities and uses on any land which:
 - 2.1 may be dangerous, cause a nuisance or be detrimental to the amenity of the area of the environment;
 - 2.2 are directed at maintaining a healthy and safe environment for residents and visitors;
 - 2.3 promotes community expectations and demands about a desired lifestyle and the availability of goods and services;
 - 2.4 identifying activities and uses that are not permitted;
 - 2.5 providing for the administration of the Council's powers and functions.

General purport of the Proposed Local Law

The proposed local law, if made, will:

1. Repeal Local Law No. 1 2000.
2. Make it an offence for a permit not to be obtained before:
 - 2.1 using a heavy vehicle contrary to a signed restriction;
 - 2.2 droving or grazing livestock;
 - 2.3 placing advertising signs on a road;
 - 2.4 carrying out itinerant trading;
 - 2.5 displaying goods and services for sale or hire on a road or public place;
 - 2.6 providing outdoor eating facilities;
 - 2.7 occupying a road for works;
 - 2.8 having a street party, festival or procession;
 - 2.9 collecting money, gifts or subscriptions;
 - 2.10 placing bulk rubbish containers on roads;
 - 2.11 camping on Council land or private land;
 - 2.12 conducting carnivals and festivals;
 - 2.13 storing, assembling or dismantling vehicles, machinery and second-hand goods;
 - 2.14 keeping excess numbers of animals;
 - 2.15 using recreation vehicles;

- 2.16 placing trade waste and waste hoppers on a road or Council land, and
- 2.17 selling or offering for sale goods or services or soliciting money from house to house in the manner specified in the proposed local law.
3. Make it an offence for a person not to observe additional requirements relating to:
 - 3.1 using heavy vehicles on restricted roads;
 - 3.2 droving and grazing livestock on roads;
 - 3.3 advertising signs on roads or Council land;
 - 3.4 itinerant trading;
 - 3.5 display of goods for sale on a road;
 - 3.6 outdoor eating areas;
 - 3.7 street parties, festivals and processions;
 - 3.8 camping on Council land or public places;
 - 3.9 the keeping of animals;
 - 3.10 the location of trees, plants and signs;
 - 3.11 display of property numbers;
 - 3.12 naming of roads;
 - 3.13 removal of vehicle crossings;
 - 3.14 animal housing;
 - 3.15 domestic waste and recyclable material collection;
 - 3.16 commercial and industrial waste collection;
 - 3.17 transportation of wastes;
 - 3.18 storage of redundant refrigerators and similar containers;
 - 3.19 using toy vehicles on roads or Council land; and
 - 3.20 parking of vehicles in parking areas.
4. Make it an offence for a person to do prohibited things relating to:
 - 4.1 trading from designated trade areas;
 - 4.2 using toy vehicles in designated areas;
 - 4.3 riding horses on a road or Council land in designated areas; and
 - 4.4 repairing vehicles on a road.
5. Regulates behaviour on roads, Council land and public places by creating various offences where the behaviour could:
 - 5.1 cause damage to the road or Council land;
 - 5.2 damage or interfere with the enjoyment of adjoining properties;
 - 5.3 interfere with the quiet enjoyment of persons using Council land; and
 - 5.4 consumption of alcohol.
6. Prohibits open air burning in all areas except the farming zone.
7. Prohibits the keeping of land so that it becomes dangerous, unsightly, detrimental to the general amenity of the neighbourhood or a danger to life or property from the threat of fire.
8. Prohibits the depositing of specified materials in a street litter bin or recycling bin.
9. Regulates the collection of animal litter on roads or Council land.
10. Requires persons to take steps to prevent objectionable animal or bird noise from property.
11. Incorporates a Policies and Procedures Manual which outlines the manner in which specified aspects of the proposed local law will apply.

Copies of the proposed local law may be inspected at the Council offices at 47 Victoria Street, Kerang during office hours. Other copies of the proposed local law may be inspected at the Cohuna Council offices at 23 King Edward Street, Cohuna and on Council's website.

Any person affected by the proposed local law may make a submission relating to it to the Council. All submissions received by the Council within 28 days of the publication of this notice will be considered in accordance with section 223 of the **Local Government Act 1989**. Any person making a submission is entitled to request (in the submission itself) to be heard in support of the submission by appearing before a meeting of a Council committee (either personally or by a person acting on his or her behalf). In that event, the person will be notified of the date and time of the hearing.

Submissions should be lodged at the above Council offices or posted to Council at PO Box 287, Kerang 3579. Enquiries should be directed to John McCurdy, Manager Planning and Regulatory Services, on 03 5450 9333.

Council will meet to consider making local laws in the form of the proposed local law and to consider submissions on 21 April 2010.

ROSANNE KAVA
Chief Executive Officer



Notice under Section 204 of the
Local Government Act 1989

Declaration of Roads to be a Public Highway
Corrigendum Notice

Notice is hereby given that the gazettal notice published on page 2897 in the Victoria Government Gazette No. G46 and dated 12 November 2009 shall be amended accordingly.

The gazettal notice shall remain as previously advertised however the final paragraph shall be deemed to now read as follows –

‘On the publication of this notice the Moorabool Shire Council shall apply to the Registrar of Titles to be registered as the proprietor of the land in fee simple with all encumbrances in favour of the rights of the public.’

ROBERT DOBRZYNSKI
Chief Executive Officer

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C190

Authorisation A1440

The Greater Geelong Council has prepared Amendment C190 to the Greater Geelong Planning Scheme.

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

The land affected by the Amendment consists of the 31 individual heritage places, together with all land within the Aberdeen, Eyre, Hermitage, William and Margaret, Shannon Avenue, Clarkes Hill, Bareena Estate, Mercer's Hill, Cairns Avenue, Fair View and Bona Vista Heritage Areas, listed in the Newtown Heritage Study, Vol. 3, adopted July 2009, as shown on the maps which form part of the Amendment documentation.

The Amendment proposes to permanently list these heritage places in Clause 43.01 of the Greater Geelong Planning Scheme, replacing the planning controls previously introduced on an interim basis by Ministerial Amendment C191, and provide protection by:

- permanently including the 42 significant heritage places identified in the Newtown Heritage Study Review 2008 in the Heritage Overlay (31 individual sites and 11 heritage areas);
- permanently adding eleven (11) local planning policies to the Local Planning Policy Framework to address the Aberdeen, Eyre, Hermitage, William and Margaret, Shannon Avenue, Clarkes Hill, Bareena Estate, Mercer's Hill, Cairns Avenue, Fair View and Bona Vista heritage areas in Newtown. These policies will be applied to each development application within the precinct and provide a clear framework for the consideration of permit applications and the type of development that meets Council's expectations for the area; and
- permanently deleting one (1) individual place (Bareena Bowling Club), located within the Bareena Estate Heritage Area, from the schedule to the Heritage Overlay.

The Amendment also permanently introduces as an Incorporated Document the Newtown Heritage Study, Vol. 3, adopted July 2009, previously introduced on an interim basis by Amendment C191.

A planning permit will be required for demolition, external/internal controls, additions and subdivision of the land/building. The details relating to the nature of the controls are listed in Clause 43.01 of the scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours at City of Greater Geelong Customer Service Centre, 131 Myers Street, Geelong; City of Greater Geelong Customer Service Centre, City Hall, 30 Gheringhap Street, Geelong; City of Greater Geelong Customer Service Centre, Geelong West Library, 153A Pakington Street, Geelong West; or electronically at the City of Greater Geelong website at www.geelongaustralia.com.au; or the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 19 April 2010. A submission must be sent to: The Coordinator, Strategic Implementation, City of Greater Geelong, either by mail to PO Box 104, Geelong, Victoria 3220, or by email to strategicplanning@geelongcity.vic.gov.au

PETER SMITH
Co-ordinator Strategic Implementation

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C193

Authorisation A1550

The Greater Geelong City Council has prepared Amendment C193 to the Greater Geelong Planning Scheme.

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

The Amendment applies to Lots 37, 38, 51, and 52 of PS 315317P, Reedy Lakes Court, Leopold, Victoria.

The Amendment proposes to rezone the four allotments from Low Density Residential Zone (LDRZ) to Residential 1 Zone (R1Z). The existing Design and Development Overlay, Schedule 14 will remain unchanged.

The Amendment will facilitate the future re-subdivision of this small fully serviced area within the township's urban boundary.

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: City Development Offices – 8.00 am to 5.00 pm weekdays, 131 Myers Street, Geelong; 'Have a Say' section of the City's website, www.geelongaustralia.com.au/council/yoursay; and Department of Planning and Community Development website www.dpcd.vic.gov.au/planning/publicinspection

For further information about Amendment C193, please contact the City's Strategic Implementation Unit on 5272 4478 or via email, strategicplanning@geelongcity.vic.gov.au

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

The closing date for submissions is Monday 19 April 2010. Submissions must be in writing and sent to The Coordinator, Strategic Implementation Unit, City of Greater Geelong, either by mail to PO Box 104, Geelong, Victoria 3220; or by email to strategicplanning@geelongcity.vic.gov.au

PETER SMITH
Coordinator Strategic Implementation

Any person who may be affected by the Amendment may make a submission to the planning authority. Please be aware that all submissions will be made available to the applicant and copies of objections/submissions received may be made available to any person for the purpose of consideration as part of the planning process. Submissions can be viewed at the office of the planning authority, City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong, until the end of two months after the Amendment comes into operation or lapses. Anonymous or illegible submissions will not be considered.

Planning and Environment Act 1987
MARIBYRNONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C77

Authorisation A01559

The Maribyrnong City Council has prepared Amendment C77 to the Maribyrnong Planning Scheme.

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

The Amendment applies to 170 Ashley Street, Maidstone and 180 Ashley Street, Maidstone (formally described as Lot 1 TP 439496F on Certificate of Title Volume 04873 Folio 580 and Lot 1 TP 020840D on Certificate of Title Volume 10583 Folio 655 respectively) and proposes to:

- rezone 170 Ashley Street, Maidstone from Public Use Zone 7 (PUZ7) to Industrial 3 Zone (IN3Z);
- rezone 180 Ashley Street, Maidstone from Residential 1 Zone (R1Z) to Industrial 3 Zone (IN3Z);
- remove the Heritage Overlay Schedule 18 (HO18) from No. 180 Ashley Street; and
- introduce a Design and Development Overlay (DDO9) to the subject land.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge at the following locations: during office hours at the Maribyrnong City Council Offices – corner Hyde and Napier Streets, Footscray 3011, and at the Highpoint Branch Library – 200 Rosamond Road, Maribyrnong; at the Maribyrnong City Council website, www.maribyrnong.vic.gov.au; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

Any person who may be affected by the Amendment may make a submission to the Maribyrnong City Council.

The closing date for submissions is 23 April 2010.

A submission must be sent to the Manager, Strategy and Economic Development, Maribyrnong City Council, PO Box 58, Footscray 3011.

DAVID WALMSLEY

Manager

Strategy and Economic Development

Planning and Environment Act 1987

MOUNT ALEXANDER

PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C43

Authorisation A01495

The Mount Alexander Shire Council has prepared Amendment C43 to the Mount Alexander Planning Scheme.

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

The land affected by the Amendment is 19 and 21 Station Street, Harcourt (21 Station Street also known as 17 Station Street, Harcourt).

The Amendment proposes to rezone the land from Public Use Zone, Transport (PUZ4) to Township Zone (TZ).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Mount Alexander Shire Council, Castlemaine Town Hall, 25 Lyttleton Street, Castlemaine; Mount Alexander Shire Council, Castlemaine Enterprise Centre, 9 Halford Street, Castlemaine; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 19 April 2010. A submission must be sent to Chief Executive Officer, Mount Alexander Shire Council, PO Box 185, Castlemaine, Victoria 3450.

PHIL ROWLAND

Chief Executive Officer

Planning and Environment Act 1987**SURF COAST PLANNING SCHEME**

Preparation of Amendment C55

Authorisation A01554

The Surf Coast Shire Council has prepared Amendment C55 to the Surf Coast Planning Scheme to implement the recommendations in the 'Design Guidelines – Aireys Inlet Commercial Areas, June 2009 ('Guidelines'). In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Surf Coast Shire Council as planning authority to prepare the Amendment.

The two parcels of land affected by the Amendment are at 26–44 Great Ocean Road, Aireys Inlet, known as the 'top shops' and 73–89 Great Ocean Road, Aireys Inlet, known as the 'bottom shops'. The Amendment proposes to:

- apply a new Design and Development Overlay, Schedule 15 to the subject land. In particular, DDO 15 seeks to implement the overarching design principles in the 'Guidelines' comprising of scale/setbacks, views, landscape and 'Painkalac Creek' ecological values;
- amend the planning scheme map to apply the new DDO15 over the subject land in Aireys Inlet; and
- modify Clause 21.13-3, Aireys Inlet to Eastern View Strategy – Commercial Development of the Local Planning Policy Framework, to acknowledge the preparation of the 'Guidelines' and inserts the 'Guidelines' as a reference document.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Surf Coast Shire Council, 25 Grossmans Road, Torquay; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

Any person who may be affected by the Amendment may make a submission to the planning authority. The closing date for submissions is 19 April 2010. A submission must

be sent to the Co-ordinator Strategic Planning, Surf Coast Shire, PO Box 350, Torquay, Vic. 3228.

MARK HARWOOD
Co-ordinator Strategic Planning



Planning and Environment Act 1987
STRATHBOGRIE PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C49

Authorisation A01589

The Strathbogrie Shire Council has prepared Amendment C49 to the Strathbogrie Planning Scheme. In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Strathbogrie Shire Council as planning authority to prepare the Amendment. The land affected by the Amendment is located at the north-eastern corner of Lot 2, Plan No. LP121084 Plain Road, Nagambie.

The Amendment proposes to rezone the land from the Farming Zone (FZ) to the Industrial 1 Zone (IN1Z).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Strathbogrie Shire Council, corner of Binney and Bury Streets, Euroa; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 30 April 2010. A submission must be sent to the Strathbogrie Shire Council, PO Box 177, Euroa, Victoria 3666.

KEVIN HANNAGAN
Chief Executive Officer

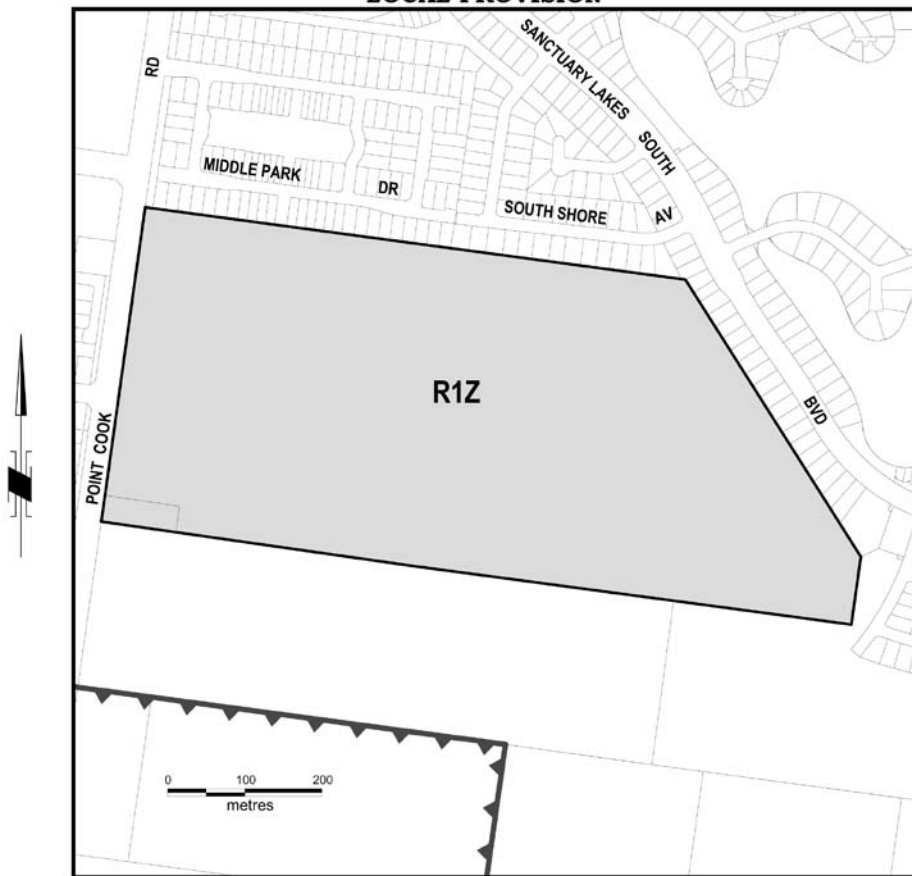
Planning and Environment Act 1987
WYNDHAM PLANNING SCHEME
 Notice of Preparation of Amendment
 Amendment C130
 Authorisation A01563

The Wyndham City Council has prepared Amendment C130 to the Wyndham Planning Scheme.

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

The total land area affected by the Amendment is 36.1 hectares. The land is adjoined by the existing Sanctuary Lakes resort estate to the north and east, the developing Esperance Estate to the south and is bounded by Point Cook Road to the west. The land is known as 333 and 361 Point Cook Road, Point Cook.

WYNDHAM PLANNING SCHEME
LOCAL PROVISION



Part of Planning Scheme Map18

LEGEND

-  R1Z RESIDENTIAL 1 ZONE
-  URBAN GROWTH BOUNDARY

AMENDMENT C130

The Amendment proposes to rezone the land from Farming Zone 2 to Residential 1 Zone and apply Development Plan Overlay (Schedule 11).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Wyndham City Council, Civic Centre, 45 Princes Highway, Werribee 3030; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 15 April 2010. A submission must be sent to Wyndham City Council, PO Box 197, Werribee.

PETER McKINNON
Planning Projects Coordinator

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, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 18 May 2010, 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.

BALLA, Magdalena, late of Craigcare Pascoe Vale, 1A Virginia Street, Pascoe Vale, Victoria 3044, who died on 25 November 2009.

CAMPBELL, James Stuart, formerly of Unit 4, 27 Hall Street, Bondi, NSW, but late of Unit 3/120 Lewis Street, Ballarat, Victoria 3350, who died on 23 December 2009.

DOWDALL, James, in the Will called James Joseph Peter Paul Charles Congress Dowdall, late of Victoria Manor Aged Care, 15 Mladen Court, Coolaroo, Victoria 3048, pensioner, who died on 19 November 2009.

DUFFY, Olive Ngreta, late of 12 Khartoum Street, Richmond, Victoria 3121, who died on 18 January 2010.

FOSTER, Thomas Edward, late of 6/14 Norman Street, Windsor, Victoria 3181, who died on 12 December 2009.

JONES, Mark Thomas, late of 17 Symon Crescent, Greensborough, Victoria 3088, who died on 7 January 2010.

SHORE, Mary, late of Unit 3, 3 Gumleaf Place, Drouin, Victoria 3818, who died on 10 June 2009.

YEAMAN, Joyce Vera, formerly of Unit 5, 11 Paddington Road, Hughesdale, but late of Jack Lonsdale Lodge, corner Spencer and Morgan Street, Sebastopol, Victoria 3356, who died on 4 December 2009.

Dated 9 March 2010

ROD SKILBECK
Manager
Client Services

Department of Treasury and Finance

SALE OF CROWN LAND
BY PUBLIC AUCTION

on Friday 16 April 2010 at 2 pm on site

Reference: F09/1130.

Address of Property: Saleyards Road,
Benalla.

Crown Description: Crown Allotment 2018,
TP 914710J, Parish of Benalla.

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

Area: 1.547 ha.

Officer Co-ordinating Sale: Joe Rossello, Land
and Property Group, Commercial Division,
Department of Treasury and Finance, 5/1
Treasury Place, Melbourne, Victoria 3002.

Selling Agent: Elders Real Estate Benalla, 72
Bridge Street, Benalla, Victoria 3672.

TIM HOLDING MP
Minister for Finance, WorkCover
and the Transport Accident Commission

Inc.; Baw Baw Trac Inc.; International Society
for Quality In Health Care Inc.; Walk Beyond
the Blues Association Inc.; Cobaw Fishing Club
Inc.; Chewton Olympics Inc.; Santa Margherita
Villamagna Club Inc.; Arts Project Australia
(Services) Inc.; Blacksphere Foundation Inc.;
Hepburn Regional Tourism Association Inc.;
Ballarat Ladies' Art Association Inc.; The Hebo
Dam Project in Eritrea Committee Inc.; P.T.
Social Club Inc.; Ararat Gallery Society Inc.;
Milk Processor' Association of Victoria Inc.;
Hastings Police Senior Citizens Register Inc.;
Essendon Swimming Club Inc.; Mansfield
Major Events Centre Inc.; Kingsbury Junior
Football Club Inc.; Geelong Roping Club Inc.;
Hogans Road Playgroup Inc.

Dated 18 March 2010

DAVID BETTS
Deputy Registrar of
Incorporated Associations
PO Box 4567
Melbourne, Vic. 3001

Associations Incorporation Act 1981

SUB-SECTION 36E(5)

Notice is hereby given that the incorporation
of the associations mentioned below is cancelled
in accordance with section 36E(5) of the
Associations Incorporation Act 1981.

Friends of the Penhurst Botanical Gardens
Inc.; Rokewood Memorial Hall Inc.; South
Eastern Angels Softball Club Inc.; Greater
Western Chamber of Commerce and Industry
Inc.; Društvo Licko-Senjske Zupanije 'Velebit'
Inc.; Swich Inc.; Carrajung & Blackwary
Residents Against Wind Farms Association
Inc.; Melbourne Footbag Club Inc.; Centre for
Alternative Economic Policy Research Inc.;
Torrumbarry Weir Fishing Club Inc.; Rokewood
Swimming Pool Association Inc.; South West
Goulburn LCP Inc.; Caerleon Centre Inc.;
National Seniors Association Waverley Branch
Inc.; King's German Legion (Australia) Inc.;
1st Battalion, 95th Regiment of Foot (Rifles)
Australia Inc.; Glen Huntly Progress Group Inc.;
Nerve & Deafness Inc.; Gippsland Herb Industry
Association Inc.; The Box Hill Masonic Centre
Board of Management Inc.; AEK Supporters
Club of Melbourne Inc.; Numurkah Branch Blue
Light Inc.; Badminton North Junior Association

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services
Act 1996** the Minister for Children and Early
Childhood Development hereby declares that
all children's services in receipt of small rural
kindergarten funding are exempt from:

- all fees prescribed in Schedule 2 of the
Children's Services Regulations 2009;
- regulation 15(b) of the Children's Services
Regulations 2009 requiring the payment of
a prescribed fee for the approval of new
nominees; and
- regulation 22(3)(a) of the Children's Services
Regulations 2009 requiring the payment of a
prescribed fee for the voluntary suspension
of a children's service licence if the premises
at which the service operates will be
undergoing building works or renovation
during the proposed period of suspension.

This exemption remains in force unless
revoked.

Dated 20 September 2009

MAXINE MORAND MP
Minister for Children and
Early Childhood Development

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ('the Act'), the Minister for Children and Early Childhood Development hereby declares that the type of children's service specified in Schedule A is exempt from the requirement to pay the relevant prescribed fee to accompany the first application for a licence to operate a children's service as set out in section 18(b)(i) of the Act.

This exemption remains in force unless revoked.

SCHEDULE A

An existing community based funded kindergarten when first licensed under a kindergarten cluster management arrangement.

Dated 20 September 2009

MAXINE MORAND MP
Minister for Children and
Early Childhood Development

Country Fire Authority Act 1958

VARIATION OF FIRE DANGER PERIOD

In pursuance of the powers conferred by section 4 of the **Country Fire Authority Act 1958**, I, Mick Bourke, Chief Executive Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Sustainability and Environment, hereby vary the declaration of the Fire Danger Periods previously published in the Government Gazette by declaring that such Fire Danger Periods shall end in respect of the undermentioned Municipal Districts of Municipalities or parts of Municipalities specified.

To terminate from 0100 hours on 22 March 2010:

East Gippsland Shire
Moorabool Shire
City of Ballarat
Hepburn Shire
Central Goldfields Shire
La Trobe City
Wellington Shire
Baw Baw Shire
South Gippsland Shire

Surf Coast Shire
Borough of Queenscliffe
City of Greater Geelong
Golden Plains Shire
Mitchell Shire
Murrindindi Shire
Macedon Ranges Shire
Melton Shire
City of Hume (that part outside of the Metropolitan Fire District)
City of Whittlesea (that part outside of the Metropolitan Fire District)
Wyndham City (that part outside of the Metropolitan Fire District)
City of Greater Bendigo
Mount Alexander Shire
City of Banyule (that part outside of the Metropolitan Fire District)
City of Manningham (that part outside of the Metropolitan Fire District)
City of Maroondah (that part outside of the Metropolitan Fire District)
Shire of Nillumbik (that part outside of the Metropolitan Fire District)
City of Knox
Shire of Yarra Ranges
Loddon Shire
Bass Coast Shire
Cardinia Shire
City of Casey
City of Frankston
City of Greater Dandenong
City of Kingston (that part outside of the Metropolitan Fire District)
Mornington Peninsula Shire
French Island
Hindmarsh Shire
Yarriambiack Shire
West Wimmera Shire (that part north of the line described by the following roads: Elliots Road, Northern Break, McDonald Highway)

MICK BOURKE
Chief Executive Officer

**Evidence (Miscellaneous Provisions)
Act 1958**

MEDIATORS

I, Penny Armytage, Secretary to the Department of Justice, under the power found in section 21K of the **Evidence (Miscellaneous Provisions) Act 1958**, declare each of the persons listed below to be a mediator with the Dispute Settlement Centre of Victoria:

Mike Dalmau

Judith Walter

Dean McLean

Michelle Farkashazy

Rhys Jones

Marie Hogarth

Benjamin Sutherland

Colin Lavars

Fiona Patton

Greg Hayes

Richard Brumley

Dated 10 March 2010

PENNY ARMYTAGE
Secretary

Plant Health and Plant Products Act 1995
NOTICE OF EXTENSION

Order Declaring a Restricted Area at Chiltern for the Control of Queensland Fruit Fly

I, Joe Helper, Minister for Agriculture, extend the Order made on 17 March 2006, under section 20 of the **Plant Health and Plant Products Act 1995**, declaring a restricted area at Chiltern for the control of Queensland Fruit Fly, for a further period of 12 months commencing on 17 March 2010.

The Order was published in Government Gazette S83 on 20 March 2006, and extended by notices published in Government Gazette G11 on 15 March 2007, Government Gazette S42 on 20 February 2008 and Government Gazette S63 on 17 March 2009. The Order specifies prohibitions, restrictions and requirements so as to prevent the spread of Queensland Fruit Fly from Chiltern to other parts of Victoria.

A copy of the Order may be obtained by contacting the Plant Standards Branch on (03) 9210 9390.

Dated 5 March 2010

JOE HELPER
Minister for Agriculture

Liquor Control Reform Act 1998

LIQUOR LICENSING POLL –
CAMBERWELL NEIGHBOURHOOD

In the matter of an application by Buicks Café under the **Liquor Control Reform Act 1998** for an on-premises licence at 732 Burke Road, Camberwell.

The resolution submitted to a poll on Tuesday 9 March was:

‘That an on-premises licence be granted in the neighbourhood of the premises situated at 732 Burke Road, Camberwell.’

The result of the Buicks Café poll was:

Votes polled for the resolution	588
Votes polled against the resolution	328
Informal votes polled	5
Total votes polled	921

S. H. TULLY
Victorian Electoral Commission

Plant Health and Plant Products Act 1995
APPROVAL OF
PLANT CERTIFICATION SCHEME

I, Hugh Millar, as delegate of the Minister for Agriculture, acting under section 40 of the **Plant Health and Plant Products Act 1995**, approve, for the period beginning 1 April 2010 and ending 31 March 2011, the Victorian Strawberry Runner Certification Scheme operated by the Victorian Strawberry Industry Certification Authority Incorporated for the purpose of testing and certifying the disease status of strawberry runner plants.

Dated 8 March 2010

HUGH MILLAR
Executive Director
Biosecurity Victoria

Plant Health and Plant Products Act 1995**ORDER DECLARING A RESTRICTED AREA AT BEECHWORTH FOR
THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Joe Helper, Minister for Agriculture, under section 20 of the **Plant Health and Plant Products Act 1995**, make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 March 2010

JOE HELPER
Minister for Agriculture

1. Objective

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly at Beechworth, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

2. Authorising provisions

This Order is made under section 20 of the **Plant Health and Plant Products Act 1995**.

3. Definition

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Health and Plant Products Act 1995**;

‘**authorised person**’ means a person authorised by the Department of Primary Industries;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Manager Plant Standards**’ means the person for the time being occupying or acting in the position of Manager, Plant Standards in the Department of Primary Industries;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

4. Revocation

The Order made on 27 April 2009 under section 24 of the Act, published in Government Gazette G18 on 30 April 2009 is revoked.

5. Restricted area for the control of Queensland fruit fly

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

6. Prohibitions, restrictions and requirements

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

- (a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program, administered by the Department of Primary Industries; or
- (b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Manager Plant Standards; or
- (c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Manager Plant Standards.

- (3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.
- (4) The owners and occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Manager Plant Standards.

7. Verification of consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Primary Industries.

Schedule 1

Abiu	Eggplant	Orange
Acerola	Feijoa	Passionfruit
Apple	Fig	Pawpaw
Apricot	Granadilla	Peach
Avocado	Grape	Peacharine
Babaco	Grapefruit	Pear
Banana	Grumichama	Pepino
Black Sapote	Guava	Persimmon
Blackberry	Hog Plum	Plum
Blueberry	Jaboticaba	Plumcot
Boysenberry	Jackfruit	Pomegranate
Brazil Cherry	Jew Plum	Prickly Pear
Breadfruit	Ju Jube	Pummelo
Caimito (Star Apple)	Kiwifruit	Quince
Cape Gooseberry	Lemon	Rambutan
Capsicum	Lime	Raspberry
Carambola (Starfruit)	Loganberry	Rollinia
Cashew Apple	Longan	Santol
Casimiroa (White Sapote)	Loquat	Sapodilla
Cherimoya	Lychee	Shaddock
Cherry	Mandarin	Soursop
Chilli	Mango	Strawberry
Citron	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Dragon Fruit (Than Lung)	Nashi	Wax Jambu (Rose Apple)
Durian	Nectarine	

Schedule 2

The area of land bounded by a line commencing at the intersection of the Great Alpine Road and Buckland Gap Road, then in a westerly direction along the Great Alpine Road to the intersection of the Great Alpine Road and Cemetery Lane, then in a northerly direction along Cemetery Lane,

which becomes Horseshoe Gap Road, to the intersection of Horseshoe Gap Road and Diffey Road, then in a westerly direction along Diffey Road to the intersection of Diffey Road and White Post Road, then in a northerly direction along White Post Road to the intersection of White Post Road and Beechworth–Wangaratta Road, then in a westerly direction along Beechworth–Wangaratta Road to the intersection of Beechworth–Wangaratta Road and Farmers Road, then in a northerly direction along Farmers Road to the intersection of Farmers Road and Masons Road, then in a north-easterly direction along Masons Road to the intersection of Masons Road and Woolshed Road, then in an easterly direction along Woolshed Road to the intersection of Woolshed Road and Mulls Track, then in a northerly direction along Mulls Track, which becomes Flat Rock Track, to the intersection of Flat Rock Track and Old Coach Road, then in an easterly direction along Old Coach Road to the intersection of Old Coach Road and Oates Road, then in a northerly direction along Oates Road to the intersection of Oates Road and Martins Track, then in a generally easterly direction along Martins Track, which becomes Norm Road, to the intersection of Norm Road and Beechworth–Chiltern Road, then in a southerly direction along Beechworth–Chiltern Road to the intersection of Beechworth–Chiltern Road and Toveys Road, then in an easterly direction along Toveys Road, which becomes Toveys Forest Road, to the intersection of Toveys Forest Road and Pine Gap Road, then in a straight line in an easterly direction to the intersection of Rocky Track and Moloneys Road, then in a south-easterly direction along Moloneys Road and Goldings Track, then in a straight line in a south-easterly direction to the intersection of Beechworth–Wodonga Road and Yackandandah Road, then in a southerly direction along Yackandandah Road to the intersection of Yackandandah Road and Bells Flat Road, then in a south-westerly direction along Bells Flat Road to the intersection of Bells Flat Road and Kirby Flat Road, then in a southerly direction along Kirby Flat Road to the intersection of Kirby Flat Road and Schmidt Lane, then in a straight line in a southerly direction to the intersection of Meurant Lane and Bruarong Lane, then in a straight line in a south-westerly direction to the intersection of Mt Stanley Jeep Track and Granite Creek Road, then in a straight line in a westerly direction to the intersection of Myrtleford–Stanley Road and Basin Creek Track, then in a south-westerly direction along Basin Creek Track to the intersection of Basin Creek Track and Px Track, then in a westerly direction along Px Track to the intersection of Px Track and West End Track, then in northerly direction along West End Track to the intersection of West End Track and Flagstaff Road, then in a westerly direction along Flagstaff Road to the intersection of Flagstaff Road and the Great Alpine Road, then in a northerly direction along the Great Alpine Road to the point of commencement.

Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 146.67890° East, 36.36739° South.

Note: Section 21 of the **Plant Health and Plant Products Act 1995** provides that a person is guilty of an offence and liable for a penalty not exceeding 50 penalty units in the case of a natural person, and 100 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

Control of Weapons Act 1990

DECLARATION OF DESIGNATED AREA UNDER SECTION 10D(1)

The Operations Inspector, Transit Safety Division, acting as a delegate of the Chief Commissioner of Police, under section 10D(1) of the **Control of Weapons Act 1990**, declares as a designated area – the area in Sunshine bounded by Harvester Road to the south-west, Dickson Street to the south, Ritchie Court to the west, Monash Street to the south-west; a direct line from the intersection of Monash Street with Martin Street to the east end of Derby Road; Derby Road to the north, Hampshire Road to the east, Sun Crescent to the north-east; a direct line from the intersection of Sun Crescent and Anderson Road to the intersection of Harvester Road and Devonshire Road as shown on the map below, but not including those roads. Road has the same meaning as in section 3 of the **Road Safety Act 1986**. (Refer to map below.)



This declaration will operate on Thursday 25 March 2010 between 1300 and 1600 hours during which time members of the police force are authorised to exercise the following powers:

- (a) in a public place in the designated area, without warrant, stop and search for weapons:
 - i. any person
 - ii. any thing in the possession or control of the person
 - iii. any vehicle with a person in or on the vehicle, and
 - iv. any thing in or on such vehicle;
- (b) detain a person or vehicle for so long as is reasonably necessary to conduct a search;
- (c) seize and detain any item the member reasonably suspects is a weapon; and
- (d) request a person who is the subject of a full search to disclose his or her identity.

VICTORIA POLICE

Electricity Industry Act 2000 and Gas Industry Act 2001

AGL SALES PTY LIMITED ABN 88 090 538 337

and

POWERDIRECT PTY LTD ABN 28 067 609 803

Standing Offer Terms for Small Residential and Small Business Customers

IMPORTANT NOTE

- A. AGL now publishes pursuant to section 35 of the Electricity Industry Act and section 42 of the Gas Industry Act its terms and conditions for the sale and Supply of Energy to:
- Customers who have existing Standing Offer Contracts or Deemed Contracts with AGL immediately prior to 18 April 2010;
 - Customers who accept AGL's Standing Offer on or after 18 April 2010; and
 - Customers who are deemed under section 39 of the Electricity Industry Act or section 46 of the Gas Industry Act to have a contract with AGL for the sale and Supply of Energy to a Supply Address after 18 April 2010.
- B. Powerdirect now publishes pursuant to section 35 of the Electricity Industry Act its terms and conditions for the sale and Supply of electricity to:
- Customers who have existing Deemed Contracts with Powerdirect immediately prior to 18 April 2010;
 - Customers who accept Powerdirect's Standing Offer for electricity on or after 18 April 2010; and
 - Customers who are deemed under section 39 of the Electricity Industry Act to have a contract with Powerdirect for the sale and Supply of electricity to a Supply Address after 18 April 2010.

These terms and conditions have been approved by the Essential Services Commission and will be effective from 18 April 2010.

STANDING OFFER TERMS**1. THE PARTIES TO THIS ENERGY CONTRACT**

This Energy Contract is made between:

1.1.1 where AGL is the retailer Responsible for your Supply Address:

AGL Sales Pty Limited (ABN 88 090 538 337) of Level 22, 120 Spencer Street, Melbourne;

1.1.2 where Powerdirect is the retailer Responsible for the sale of electricity for your Supply Address:

Powerdirect Pty Ltd (ABN 28 067 609 803) of 303 Burwood Highway, Burwood East,

(in this Energy Contract referred to as 'we', 'our' or 'us'); and

1.1.3 You, the Customer to whom these Terms are expressed to apply under clause 2.1 (in this Energy Contract referred to as 'you' or 'your').

2. WHEN WILL THESE TERMS APPLY?**2.1 Do these Terms apply to you?**

These Terms will apply to you if:

2.1.1 you are a Small Residential Customer or a Small Business Customer and you had a Standing Offer Contract or a Deemed Contract with us for the sale and Supply of Energy for your Supply Address immediately prior to 18 April 2010;

2.1.2 you are a Small Residential Customer or a Small Business Customer and you choose to accept our Standing Offer to purchase electricity from us for your Supply Address on or after 18 April 2010;

- 2.1.3 you are a Small Residential Customer or a Small Business Customer and you choose to accept AGL's Standing Offer to purchase gas from AGL for your Supply Address on or after 18 April 2010;
- 2.1.4 you are a Small Residential Customer or a Small Business Customer who is deemed under section 39 of the Electricity Industry Act to have a contract with us for the sale and Supply of electricity to you at your Supply Address on or after 18 April 2010; or
- 2.1.5 you are a Small Residential Customer or a Small Business Customer who is deemed under section 46 of the Gas Industry Act to have a contract with AGL for the sale and Supply of gas to you at your Supply Address on or after 18 April 2010.

2.2 These Terms can apply to both electricity and gas

2.2.1 For the avoidance of doubt, these Terms will apply where you purchase:

- (a) only electricity from AGL or Powerdirect; or
- (b) only gas from AGL; or
- (c) both electricity and gas from AGL,

for your Supply Address in one of the circumstances described in clause 2.1.

2.2.2 However, this Energy Contract is not a 'dual fuel contract' (as that term is defined in the Energy Retail Code) because even though AGL may sell both electricity and gas to you at your Supply Address under this Energy Contract, the Billing Periods for electricity and gas under this Energy Contract are not synchronised.

2.3 What is covered by your Energy Contract?

2.3.1 Under this Energy Contract we agree to sell (and arrange for your Distributor to Supply) Energy to you at your Supply Address and to perform our other obligations under this Energy Contract.

2.3.2 In return, you are required to pay our charges from time to time and perform your other obligations under this Energy Contract.

2.3.3 Please note that this Energy Contract is not suitable for:

- (a) Supply Addresses that are connected to an embedded network; or
- (b) all types and configurations of electricity Meters which may be installed at your Supply Address.

Please contact us if you think this Energy Contract may not be suitable for your Supply Address and we will outline the options which are available to you.

2.4 Marketer

2.4.1 We may use the services of a Marketer in relation to your Energy Contract. If we do, that Marketer will receive a fee for those services.

2.5 About the Energy Retail Code

2.5.1 The Energy Retail Code applies to this Energy Contract.

2.5.2 If a term or condition of this Energy Contract is inconsistent with a term or condition of:

- (a) the Energy Retail Code, then to the extent of that inconsistency the relevant term or condition set out in this Energy Contract is void and the relevant term or condition set out in the Energy Retail Code will be deemed to form part of this Energy Contract in its place; or
- (b) any other Regulatory Requirement, then to the extent permitted by that Regulatory Requirement, the provisions of this Energy Contract will prevail. Otherwise the provision of the Regulatory Requirements will prevail to the extent of that inconsistency.

- 2.5.3 If any matter the subject of a term or condition of the Energy Retail Code is not expressly dealt with (or, is only expressly dealt with in part) in these Terms, then the relevant term or condition of the Energy Retail Code (or the relevant part of that term or condition) dealing with that matter will be incorporated into these Terms.
- 2.5.4 If you require a copy of the Energy Retail Code, please contact us and we will send a copy to you. Your first copy of the Energy Retail Code will be provided free of charge. However we may impose a charge to cover the printing and mailing costs for providing more than one copy during any 12 month period. You can also inspect the Energy Retail Code free of charge at the Essential Services Commission website at www.esc.vic.gov.au
- 2.5.5 We will also advise you of any significant change to the Energy Retail Code which may impact upon you as soon as reasonably practicable after that change occurs.

2.6 Acceptance

- 2.6.1 If you wish to accept our Standing Offer for your Supply Address simply contact us to advise of your acceptance. We will then record your acceptance in our system.
- 2.6.2 However, please note that in the case of a Deemed Contract you will be treated as having entered into this Energy Contract on the day that you commence to take a Supply of Energy from us at your Supply Address.
- 2.6.3 When your Energy Contract refers to 'acceptance' it means acceptance as described in clause 2.6.1 or deemed acceptance as described in clause 2.6.2.
- 2.6.4 By accepting this Energy Contract, you agree to be bound by these Terms and the Applicable Tariffs.
- 2.6.5 If you already have a contract with us for the sale and Supply of Energy to your Supply Address, this Energy Contract replaces that contract for the relevant Energy type from the Supply Commencement Date onwards.
- 2.6.6 We will send you a letter to confirm that we have received your acceptance of this Energy Contract, unless you have accepted your Energy Contract in person with a marketing representative.

2.7 Definitions and Interpretation

- 2.7.1 The glossary set out in clause 13 of these Terms provides the meanings of certain words used in this Energy Contract and the rules of interpretation applying to this Energy Contract.

3. SUPPLY COMMENCEMENT AND TERM

3.1 When will these Terms begin to apply to you?

- 3.1.1 If you had a Standing Offer Contract or a Deemed Contract with us for your Supply Address immediately prior to 18 April 2010 (i.e. where clause 2.1.1 applies), these Terms will replace the terms and conditions of that Standing Offer Contract or Deemed Contract on and from 18 April 2010.
- 3.1.2 Otherwise, these Terms will commence to apply to you, and your Energy Contract with us in relation to your Supply Address will start:
- where clause 2.1.2 or clause 2.1.3 applies, on the day that you accept our Standing Offer or if you are Transferring to us from another retailer, on the day you give your Consent to that Transfer (whichever happens last); or
 - where clause 2.1.4 or 2.1.5 applies, on the day that you commence to take a Supply of Energy from us at your Supply Address.

3.2 Cooling-off Period

- 3.2.1 You may have the right under the **Fair Trading Act 1999** or under clause 3.4 of the Marketing Code to cancel your Energy Contract by giving us a notice to that effect during the Cooling-off Period for your Energy Contract.

3.2.2 If you do have that right, we will send to you within 2 Business Days of the date on which your Energy Contract started under clause 3.1, a notice explaining that right to you and setting out all of the other details referred to in the Marketing Code or required by the **Fair Trading Act 1999** to be included in that notice.

3.2.3 We will also dispatch to you at the same time, a document setting out your Applicable Tariff and the other terms and conditions of your Energy Contract. We will do this regardless of whether or not you have a right to cancel your Energy Contract under the **Fair Trading Act 1999** or under the Marketing Code.

3.3 Connection to Distribution Systems

3.3.1 Your Supply Address must be connected to the Distribution System before we can sell Energy to you at that Supply Address.

3.4 New Connections

3.4.1 If you would like to accept our Standing Offer but your Supply Address is not already connected to the relevant Distribution System, we can arrange (on your behalf) for your Distributor to connect your Supply Address to its Distribution System.

3.4.2 In particular, we will contact your Distributor by no later than the next Business Day after we receive your application for connection or after your Energy Contract starts under clause 3.1 (whichever occurs last) to arrange for the connection of your Supply Address to the relevant Distribution System.

3.4.3 However, before we can arrange for this to occur we will need certain information from you. In addition, depending upon your circumstances you may need to satisfy some pre-conditions before your Supply Address can be connected. Some examples of these pre-conditions are set out in clause 3.5.3. We will tell you before you accept our Standing Offer if you need to satisfy any pre-conditions.

3.4.4 Any charges relating to the connection of your Supply Address to the Distribution System will be passed through to you under clause 6.6.

3.5 New Customers

3.5.1 This clause 3.5 only applies if:

- (a) you do not currently purchase any Energy for your Supply Address from us; or
- (b) you currently purchase electricity for your Supply Address from us and you want to commence to purchase gas for your Supply Address from us (or vice versa).

3.5.2 If your Supply Address is already connected to the Distribution System and you would like to accept our Standing Offer but you are not currently purchasing Energy from us at that Supply Address, we may ask you to comply with certain pre-conditions.

3.5.3 These could include:

- (a) the provision by you of Acceptable Identification;
- (b) the payment of any applicable charges for Excluded Services;
- (c) the installation of new Metering equipment;
- (d) the completion of any required Transfer process in relation to your Supply Address; and/or
- (e) the provision of a Refundable Advance.

3.5.4 We will tell you before you accept our Standing Offer if you need to satisfy any of the pre-conditions described in clause 3.5.3.

3.5.5 Please note that if you are Transferring to us from another retailer:

- (a) when you accept this Energy Contract your Distributor will remain the same and therefore the reliability of Supply for your Supply Address will remain the same; and
- (b) the Transfer will take place at the next scheduled Meter Reading.

However, if that Meter Reading does not occur when expected, and we are legally entitled to Transfer your Supply Address to us based on an estimated Meter Reading, you agree to that Transfer.

Otherwise the Transfer will be delayed until the following scheduled Meter Reading. This is usually for a period of up to three months but occasionally delays longer than this may occur.

3.6 Supply Commencement Date

3.6.1 Our obligation to sell you Energy at your Supply Address under this Energy Contract will not commence until the Supply Commencement Date.

3.6.2 Where you are purchasing both gas and electricity from us for your Supply Address, our obligation to sell you electricity at your Supply Address and your obligation to pay us for electricity consumed at your Supply Address may start at a different time than those obligations in relation to gas.

3.6.3 The Supply Commencement Date for a Standing Offer Contract will be the date on which all of the following conditions are satisfied:

- (a) the Cooling-off Period referred to in clause 3.2 has expired;
- (b) all necessary Transfers have been completed;
- (c) we become Responsible for your Supply Address;
- (d) your Supply Address is connected to the relevant Distribution System in accordance with the Regulatory Requirements;
- (e) the relevant pipe work, cables and appliances are certified as complying with the all necessary Regulatory Requirements, and there is a suitable Meter available for our use, at your Supply Address; and
- (f) if requested by us, you have provided to our satisfaction:
 - (i) Acceptable Identification, billing details and information concerning the appliances installed at your Supply Address and the anticipated usage of those appliances;
 - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent;
 - (iii) a Refundable Advance; and
 - (iv) payment of, or arrangements to pay, all amounts currently owing by you to us under any other Energy sale and Supply arrangement (other than a debt which is the subject of an unresolved dispute).

3.6.4 The Supply Commencement Date for a Deemed Contract will be the day that you commence to take a Supply of Energy from us at your Supply Address.

3.7 Term of Supply

3.7.1 We will Supply you with Energy for your Supply Address from each relevant Supply Commencement Date for the Term of your Energy Contract.

3.7.2 Please note that there may be separate periods of Supply in relation to gas and electricity because the Supply Commencement Date may be different.

3.7.3 Your Energy Contract has no set term and therefore will continue until terminated.

4. TERMINATION

4.1 How can your Energy Contract be brought to an end?

Subject to clause 4.3, your Energy Contract can be brought to an end in one of the following ways:

- 4.1.1 if you have a Standing Offer Contract, by you giving to us 28 days notice that you wish to stop purchasing Energy from us for your Supply Address;
- 4.1.2 if you have a Deemed Contract, by you entering into a new contract with another retailer for the sale and Supply of Energy to you for your Supply Address;
- 4.1.3 if you have a Deemed Contract under section 39 of the Electricity Industry Act and/or section 46 of the Gas Industry Act for the sale and Supply of Energy to you at your Supply Address, at the end of the period covered by the second bill issued by us to you or when that Deemed Contract otherwise ends under either section 39 of the Electricity Industry Act and/or section 46(5)(b) of the Gas Industry Act;
- 4.1.4 by entering into a new contract with us for the sale and Supply of Energy to you at your Supply Address;
- 4.1.5 when under clause 4.8 you cease to be responsible to pay for Energy consumed at your Supply Address;
- 4.1.6 if you are in breach of your Energy Contract by notice to you but only if:
 - (i) we have the right under clause 5 to disconnect your Supply Address; and
 - (ii) we have first complied with the disconnection and other procedures set out in clause 5; and
 - (iii) you no longer have the right under clause 5.4 to have your Supply Address reconnected; or
- 4.1.7 when you Transfer to another retailer in respect of your Supply Address, whichever occurs first.

The ending of your Energy Contract will not affect any rights or obligations which may have accrued under your Energy Contract prior to that time.

4.2 We will notify you before the expiry of any Fixed Term Contract

- 4.2.1 If your Energy Contract is a Fixed Term Contract, at least one month, but no more than two months, before the expiry of the Term of your Energy Contract, we will:
 - (a) notify you that the Term of your Energy Contract is about to expire, and the date of that expiry;
 - (b) notify you of the charges, terms and conditions that will apply to you if you do not exercise any other option once the Term of your Energy Contract has expired; and
 - (c) notify you of your other options once the Term of your Energy Contract has expired, including the options to:
 - (i) accept our or another retailer's standing offer;
 - (ii) enter into a market contract offered to you by us or another retailer; or
 - (iii) request disconnection.
- 4.2.2 If you do not exercise any of the options set out in clause 4.2.1 before the expiry of the Term, then from the expiry of the Term the charges, terms and conditions set out in the notice will be deemed to form part of your Energy Contract with us for your Supply Address.

4.3 Your Energy Contract will not end until certain conditions are satisfied

Despite clause 4.1, the termination of your Energy Contract will not be effective until:

- 4.3.1 if your Energy Contract has ended because you have entered into a new contract with us for the sale and Supply of the relevant type of Energy to your Supply Address, the expiry of any Cooling-off Period in relation to that new contract;
- 4.3.2 if your Energy Contract has ended because you want to Transfer to another retailer in relation to the sale and supply of the relevant type of Energy for your Supply Address, your new retailer becomes Responsible for the sale and Supply of that Energy type to that Supply Address; or
- 4.3.3 if your Energy Contract has ended because your Supply Address has been disconnected, when you no longer have the right under clause 5.4 to have that Supply Address reconnected;

whichever occurs last.

4.4 Consequences of Termination

- 4.4.1 If your Energy Contract is for the sale of both gas and electricity, and is terminated in respect of one Energy type (that is, gas or electricity) but not the other Energy type, your Energy Contract will continue in respect of the other Energy type.
- 4.4.2 You are responsible for paying for all Energy consumed at your Supply Address at the Applicable Tariffs for your Energy Contract until your Energy Contract is terminated. Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under your Energy Contract.

4.5 New Energy purchase arrangement with us

- 4.5.1 Subject to the terms and conditions of your Energy Contract, if you enter into another contract with us for the sale of Energy to you for your Supply Address, this Energy Contract will end when that other contract begins (i.e. once any relevant Cooling-off Period has expired and all other relevant pre-conditions have been satisfied).

4.6 Request for disconnection

- 4.6.1 If you request that your Supply Address be disconnected:
 - (a) we will disconnect or request that your Distributor disconnects your Supply Address as soon as practicable; and
 - (b) unless otherwise agreed, your Energy Contract will terminate on the date of that disconnection.

4.7 Transfer to another retailer

- 4.7.1 You (or your new retailer on your behalf) must give us written notice of your intention to Transfer to another retailer.
- 4.7.2 This must include the earliest date on which you wish to Transfer (which must be at least 28 days after the date of your notice).
- 4.7.3 Your Transfer to another retailer (in accordance with the Regulatory Requirements) may take up to 60 days for gas and 90 days for electricity.
- 4.7.4 Please note that if the Meter Reading is not completed at the next scheduled Meter Reading date, this Transfer may take longer.
- 4.7.5 In some cases you may request a special Meter Reading (i.e. a Meter Reading outside of your scheduled Meter Reading cycle). If you request a special Meter Reading you agree to pay us the Special Meter Reading Fee in advance.

4.8 Vacating your Supply Address

- 4.8.1 Subject to clause 4.8.3, you must give us at least 28 days prior written notice if you intend to vacate your Supply Address (including the proposed vacation date and a forwarding address to which a final bill may be sent). If you fail to give us this notice, you must notify us that you intend to vacate your Supply Address, or that you have vacated your Supply Address, before you vacate or as soon as possible after you have vacated that Supply Address (including the vacation date and a forwarding address to which a final bill may be sent).
- 4.8.2 Subject to clause 4.8.3, you must pay us for all Energy delivered to your Supply Address until the later of:
- (a) three Business Days after the date on which you give us notice under clause 4.8.1; or
 - (b) the date on which you vacate that Supply Address.
- 4.8.3 Your Energy Contract will terminate earlier than the date provided for in clause 4.8.2 in the following circumstances:
- (a) if you can show us that you were evicted or otherwise forced to vacate your Supply Address, your Energy Contract will be terminated on the date you give us the notice referred to in clause 4.8.1;
 - (b) if we enter into a contract with another Customer for the sale and Supply of Energy for that Supply Address, your Energy Contract will terminate when the obligation to pay for Energy sold under that new contract commences;
 - (c) if another retailer becomes Responsible for your Supply Address, your Energy Contract will terminate when the new retailer assumes that responsibility; and
 - (d) if your Supply Address is disconnected after you have vacated, your Energy Contract will terminate on disconnection.
- 4.8.4 If you give notice of your intention to vacate your Supply Address under clause 4.8.1, we will:
- (a) use our Best Endeavours to ensure that your Meter is read or Metering Data obtained at your Supply Address on a date and time agreed by you, or as soon as possible after that date if you do not provide access to your Meter on that date and time; and
 - (b) prepare and send you at the forwarding address you provide, a final bill based on the Meter Reading or Metering Data.

4.9 Ceasing to be a Small Residential Customer or a Small Business Customer

- 4.9.1 If you become aware that the consumption of Energy at your Supply Address has exceeded or will exceed the threshold for a Small Residential Customer or Small Business Customer (whichever is applicable), you must notify us within two Business Days.
- 4.9.2 If you notify us under clause 4.9.1, or if we otherwise become aware that your consumption of Energy at your Supply Address has exceeded the threshold for a Small Residential Customer or Small Business Customer, we may terminate this Energy Contract by giving you 28 days written notice.

5. DISCONNECTION

5.1 When can we request your Distributor to disconnect your Supply Address for non-payment?

We can request your Distributor to disconnect your Supply Address if:

- 5.1.1 you have failed to pay a bill in relation to that Supply Address by the relevant pay by date for that bill;

5.1.2 the Energy Retail Code does not state that we cannot arrange for the disconnection of your Supply Address in those circumstances; and

5.1.3 we have first complied with all other steps which we are required to comply with under the Energy Retail Code before requesting disconnection of your Supply Address.

These steps include the provisions of a reminder notice and a disconnection warning in the form and at the times referred to in the Energy Retail Code.

Full details of these steps are set out in the Energy Retail Code.

5.2 In what other circumstances can we request your Distributor to disconnect your Supply Address?

Unless the Energy Retail Code states that we cannot request your Distributor to disconnect your Supply Address, we may also request your Distributor to disconnect your Supply Address:

5.2.1 if you request us to;

5.2.2 if due to your acts or omissions we or our representative is unable to gain access to your Supply Address (in accordance with the requirements of clause 9.4) for the purposes of reading your meter in relation to three consecutive bills (but only if we have also complied with all applicable pre-conditions referred to in the Energy Retail Code);

5.2.3 where you refuse to pay a Refundable Advance, (but only if we have complied with all applicable pre-conditions referred to in the Energy Retail Code and you continue to refuse to provide a Refundable Advance); or

5.2.4 where you are a new Customer in relation to us at your Supply Address and you refuse or fail to provide us with Acceptable Identification when required under this Energy Contract (but only if we have complied with all applicable pre-conditions referred to in the Energy Retail Code and you continue to refuse or fail to provide us with Acceptable Identification).

The disconnection of your Supply Address will not prevent or limit any other action that we may be entitled to take on account of your breach of this Energy Contract.

5.3 Disconnection Fee

5.3.1 Where we have arranged for the disconnection of your Supply Address we may charge you a Disconnection Fee.

5.4 Reconnection after Disconnection

5.4.1 Where disconnection of Supply to your Supply Address in accordance with clauses 5.1 or 5.2 has occurred, and you have either rectified the circumstances which gave rise to that disconnection within 10 Business Days of disconnection occurring or you have applied for a Utility Relief Grant in circumstances where you are eligible for such a grant, you may ask us to procure your Distributor to re-connect Supply to your Supply Address.

5.4.2 Following receipt of your request, and subject to you:

(a) paying to us the applicable Reconnection Fee for that reconnection; and

(b) complying with any relevant requirements of the Regulatory Requirements, we will procure your Distributor to reconnect Supply to your Supply Address in the manner and within the time periods agreed with you at that time or, if no time period is agreed, within the time period referred to in the Energy Retail Code.

The current time periods under the Energy Retail Code are:

(c) if you request us before 3 pm on a Business Day to reconnect your Supply Address, we will reconnect your Supply Address that day; or

- (d) if you request us after 3 pm on a Business Day to reconnect your Supply Address, we will reconnect your Supply Address before the end of next Business Day; or
- (e) if you request us before 9 pm on a Business Day to reconnect your Supply Address and you pay any applicable After Hours Reconnection Charge, we will reconnect your Supply Address that day.

5.4.3 If we (or your Distributor or any of our or your Distributor's respective contractors or agents) have been called out to disconnect your Supply Address for any of the reasons set out in clause 5.1 or 5.2 and the reason is rectified before we disconnect your Supply Address, then we may charge you a Call-Out Fee.

5.5 Exercise of discretion

5.5.1 Where we have the right to disconnect your Supply Address, we may at our discretion elect not to do so based on:

- (a) the nature of the grounds under which our right to disconnect arise, including whether these grounds were beyond your reasonable control or were accidental but not negligent;
- (b) any factors arising from your history with us, including your conduct under your Energy Contract and any previous contract with us for the sale and Supply of Energy;
- (c) our evaluation of the likelihood that you will fulfil your obligations under your Energy Contract in the future; and
- (d) the consistent application of AGL's policies applying to similar Customers in similar circumstances (including departing from these policies in relevantly different circumstances).

5.5.2 The exercise of our discretion not to disconnect your Supply Address is not a waiver of our right to do so, and we may decide to disconnect your Supply Address according to your Energy Contract at any time until the grounds for disconnection are rectified.

6. CHARGES AND VARIATIONS

6.1 What are our Tariffs?

6.1.1 Our Tariffs are published in the Government Gazette under section 35 of the Electricity Industry Act and section 42 of the Gas Industry Act. If you ask us, we will provide you with a copy of our Tariffs applying at the time that you ask.

6.1.2 Our Tariffs (and various other charges which might apply to you from time to time under this Energy Contract) will also be described and listed in our latest Price List. Our latest Price List can be found on our website (at www.agl.com.au or www.powerdirect.com.au as relevant).

If you ask us we will also provide you with a copy of our Price List applying at the time that you ask.

6.2 Which Tariff and other charges apply to you?

6.2.1 Our Price List describes each category of Tariff and explains the conditions that need to be satisfied for each category before it can apply to you.

6.2.2 We will assign you to the category of Tariff which we believe is the most appropriate to your circumstances given the information that we have at that time. We will notify you of that category of Tariff in your next bill. This will be your Applicable Tariff until you are transferred to a different Tariff in accordance with this clause 6.

6.2.3 If at any time you can demonstrate to us that you satisfy the conditions applying to another category of Tariff, you may apply to transfer to that alternative category of Tariff.

6.2.4 Where you transfer from one category of Tariff to another and that transfer requires a change to the Meter at your Supply Address, the effective date of that transfer (for billing and other purposes) will be the date on which the new Meter becomes operational.

6.2.5 Our Price List also sets out other fees and charges which might apply to you and/or your Supply Address.

6.3 Changes to our Tariffs and other charges

6.3.1 We can vary our Tariffs and/or the categories or rates of our Tariffs, no more than once every six months by notice published in the Government Gazette and in a newspaper circulating generally throughout Victoria. If we are required by a Regulatory Requirement to follow a specific process before varying our Tariffs we will comply with that process.

6.3.2 Any variation to our Tariffs will take effect from the date specified in the notice published in the Government Gazette.

6.3.3 We will notify you of any changes to your Applicable Tariff as soon as practicable after notice of that variation is published in the Government Gazette and, in any event, with your next bill.

6.3.4 We can also vary the fees and charges listed in our Price List (other than our Tariffs) at any time. Any variation to the fees and charges listed in our Price List (other than our Tariffs) will take effect from the date being one month after that variation is first published on our website (at www.agl.com.au or www.powerdirect.com.au as relevant).

6.3.5 We will notify you that we have published a new Price List setting out any varied fees and charges on our website as soon as practicable and in any event with your next bill.

6.4 Variation of Applicable Tariff

6.4.1 The continued application of a category of Tariff to you, or to your Supply Address, depends on you continuing to satisfy conditions applying to that category of Tariff.

6.4.2 You must inform us if there is a change in:

- (a) the nature of your Energy usage at the Supply Address;
- (b) the Meter installed at the Supply Address; or
- (c) any other circumstance which impacts on your ability to continue to satisfy conditions applying to your current category of Tariff.

6.4.3 If we become aware of any change in:

- (a) your ability to satisfy conditions applying to your current category of Tariff (whether or not you inform us of such a change); or
- (b) distribution tariffs that your Distributor applies in relation to the Supply Address,

we may transfer you to a different category of Tariff from the time of that change, and where this results in you having been undercharged or overcharged on a bill clause 7.7 will apply.

6.5 Calculation of bill following a change in Tariff

6.5.1 If your Applicable Tariff changes during a Billing Period (such as where you change to an alternative category of Tariff or where the rate of your current category of Tariff changes) we will calculate the amount payable by you for Energy Supplied during that Billing Period on a pro rata basis by using:

- (a) the previous category or rate up to and including the date of the change; and

- (b) the new category or rate from that date to the end of the relevant Billing Period,
and clearly show the relevant details in your bill.

6.6 Pass through of Distributor's charges

- 6.6.1 Your Distributor sets the prices payable for Excluded Services provided to you in respect of your Supply Address. We will pass through to you at cost your Distributor's charges for any Excluded Services provided in respect of your Supply Address.
- 6.6.2 We will also pass through to you at cost any other charges that your Distributor may make or levy upon us from time to time which relate to your Supply Address or the Supply of Energy to your Supply Address.
- 6.6.3 These charges will be shown as a separate item in your bill.

6.7 Additional Retail Charges and Agreed Damages Amount

- 6.7.1 The amount of each Additional Retail Charge and each Agreed Damages Amount will either be:
 - (a) specified in the Price List (together with an explanation as to when that charge or amount will apply); or
 - (b) if no charge or amount is specified in Price List:
 - (i) in the case of an Additional Retail Charge, the charge which is reasonably determined by us at that time after taking into account the costs incurred by us in relation to providing the service the subject of that Additional Retail Charge; or
 - (ii) in the case of an Agreed Damages Amount, the amount which is reasonably determined by us at that time represents the costs incurred by us as a result of the relevant breach by the Customer.
- 6.7.2 For the avoidance of doubt, if a cost of the type referred to in clause 6.7.1 (or a portion of that cost) is being pass through to you under clause 6.6, we will not take that cost or the relevant portion of that cost into account when determining any Additional Retail Charge or Agreed Damages Amount under clause 6.7.1.

7. BILLING AND PAYMENTS

7.1 Format and timing of bills

- 7.1.1 We will issue a bill to the address or e-mail address nominated by you or a person authorised to act on your behalf.
- 7.1.2 We will bill you:
 - (a) for electricity, at least once every three months; and/or
 - (b) for gas, at least once every two months.Unless one of the following paragraphs apply, this will be your Billing Period.
- 7.1.3 You can agree with us to have a Billing Period with a regular recurrent period which is less than the relevant period under clause 7.1.2. However, our agreement with you will not be effective unless you give your Consent to that change. As part of that agreement, we may also impose an Additional Retail Charge for making that different Billing Period available.
- 7.1.4 You can also agree with us to change your Billing Period for gas to at least once every three months. However, our agreement with you will not be effective unless you give your Consent to that change.
- 7.1.5 Our agreement to change your Billing Period will not terminate your current Energy Contract.

- 7.1.6 If your Energy Contract is for both gas and electricity, you will receive separate gas and electricity bills.
- 7.1.7 Each bill will identify the charges for Energy and will set out all other information required by Regulatory Requirements.
- 7.1.8 If we provide goods or services in addition to the sale and Supply of Energy, those items may be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct. If you do not direct how to apply payment, we will apply payment to charges related to the sale and Supply of Energy first and then to the additional goods or services.

7.2 Calculation of bills

- 7.2.1 Your bill will be based on:
- (a) the amount of Energy identified by us or your Distributor as having been delivered to your Supply Address during the applicable Billing Period;
 - (b) the amount payable for any other services (such as Excluded Services) supplied to you under your Energy Contract during the applicable Billing Period; and
 - (c) the balance of any amount payable under clause 6.6 or 6.7 in respect of the applicable Billing Period.
- 7.2.2 Subject to the Energy Retail Code, the amount of Energy will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.
- 7.2.3 If we obtain a Meter Reading after we have used an estimate to identify the amount of Energy that has been delivered to your Supply Address, we will make any appropriate adjustment to your next bill.
- 7.2.4 If you consumed Energy from us at another supply address and you vacated that supply address, we may include the amount payable for Energy consumed at the vacated supply address in our bill for Energy consumed at your Supply Address.

7.3 Further information

- 7.3.1 If you would like further information concerning a bill (such as information concerning the different fees and charges which make up the amount payable) please contact us.

7.4 Review of bills

- 7.4.1 We will review your bill at your request, provided that you agree to pay the lower of:
- (a) the portion of the bill that you and we agree is not in dispute; or
 - (b) an amount equal to your average bill amount in the previous 12 months.
- 7.4.2 Our review of your bill will be in accordance with our Complaints and Dispute Resolution Process outlined in clause 11.
- 7.4.3 If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter test under clause 7.5. If our review shows the bill to be incorrect, clause 7.7 will apply.

7.5 Meter testing

- 7.5.1 If after the completion of the bill review process you require your Meter to be tested, we will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for their services. You must pay us in advance the Meter Inspection Fee or Meter Testing Fee as applicable. We will give you a copy of the results of the test if the testing authority does not do so.
- 7.5.2 If the Meter is accurate, you will be responsible for paying the Meter Inspection Fee or Meter Testing Fee and the full amount of your bill.

7.5.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay the difference between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 7.5.1.

7.5.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will reimburse the difference (if the account has been paid) between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 7.5.1.

7.6 Bill adjustment

7.6.1 If your bill covers a period other than your usual Billing Period, we will adjust any service charge and any Energy usage calculation on a pro-rata basis.

7.7 If there is an error in a bill

7.7.1 If there are errors in your bill or if we are informed of errors in the amount of Energy delivered to your Supply Address, we will refund any amount overcharged or charge you the amount that you were undercharged on the next bill, subject to the remaining clauses of this clause 7.7.

7.7.2 If we have undercharged or failed to charge you for any reason, we can recover the amount undercharged from you subject to the following conditions:

- (a) Unless the Energy Retail Code states that we are permitted to do so (such as in the case of fraud) we can only recover the amount undercharged:
 - (i) if the undercharging results from a failure of our billing system, during the 9 months prior to the date on which we notify you that the undercharging has occurred; and
 - (ii) otherwise, during the 12 months prior to the date on which we notify you that the undercharging has occurred.
- (b) We can either issue a special bill to you setting out the amount undercharged, or include the amount undercharged in your next bill.
- (c) In either case, we will list the amount as a separate item in that bill and include an explanation of the amount charged. We will not charge you any interest on that amount.
- (d) You can elect to pay that amount over the same period of time as it took to accumulate that amount.

7.7.3 If we have undercharged you as a result of:

- (a) your unlawful act; or
- (b) your failure to provide safe, convenient and unhindered access to your Supply Address and Meter, as required both by this Energy Contract and by the Energy Retail Code,

we may:

- (c) estimate your Energy usage for which you have not paid; and
- (d) bill you or take debt recovery action for the amount you have not paid.

7.7.4 If you were overcharged, and the amount of the overcharging exceeds the relevant limit prescribed by the Regulatory Requirements we will:

- (a) inform you of the overcharging within 10 Business Days of our becoming aware of the error; and
- (b) if you have already paid the overcharged amount, seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions.

If the amount of the overcharging is less than the relevant limit prescribed by the Regulatory Requirements, we will credit the amount of the overcharging to the next bill issued to you after we become aware of the overcharging.

7.7.5 We are not obliged to pay you interest for any overcharging.

7.8 Payments

7.8.1 You are required to pay your bill by the date specified in the bill as the pay-by date. The pay-by date will be not less than 12 Business Days from the date the bill is posted.

7.8.2 During the Term of your Energy Contract, the available methods for paying each bill will be cheque, credit card, cash, direct debit or BPay®, or any other mandatory method of payment referred to in the Energy Retail Code.

7.8.3 If:

- (a) you pay by cheque, direct debit or credit card; and
- (b) the payment is dishonoured or reversed by your bank; and
- (c) if you are a Small Residential Customer, the payment is dishonoured or reversed by your bank due to your fault,

you must pay us the Dishonoured Payment Fee.

7.8.4 If you are a Small Business Customer pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card) we may charge you a payment processing charge to recover the amount of the merchant services fee.

7.8.5 Discounts for eligible concession cards apply under your Energy Contract. On request, we will provide free of charge information on any concessions, rebates or grants that are available and their eligibility requirements.

7.9 If you have trouble paying

7.9.1 You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.

7.9.2 If you are a Small Residential Customer and you notify us or we believe that you are experiencing difficulty in paying your bill or that you require financial assistance, we will provide:

- (a) the option of negotiating an instalment plan (provided you are eligible for this);
- (b) information about, and referral to, government assistance programs such as the Utility Relief Grant Scheme where available; and
- (c) information about independent financial counselling services

and we will consider conducting an Energy efficiency field audit to address the difficulties you may have in paying bills.

7.9.3 If you are a Small Residential Customer, we will not commence legal proceedings for debt recovery until we have complied with the requirements set out in clause 7.9.2 or while you continue to make payments under a payment arrangement agreed with us.

7.9.4 In addition to our other obligations under this Energy Contract, if you are a Small Residential Customer, we will not disconnect your Supply Address for non-payment if your failure to pay arises through lack of sufficient income. This applies unless we have complied with the requirements of clauses 7.9.2 and 7.10 and the other requirements of the Energy Retail Code, including using our Best Endeavours to contact you in person or by telephone, and you have not accepted an instalment plan within five Business Days of our offer.

7.10 Instalment plans

- 7.10.1 If you are a Small Residential Customer and you request one, or if we reasonably believe that you are having difficulty paying your bills, we will offer you the option of paying on an instalment plan, unless you have had an instalment plan cancelled in the previous 12 months due to non-payment and you do not provide reasonable assurance that you will comply with an instalment plan.
- 7.10.2 In offering an instalment plan we may, in consultation with you, develop and agree to an individual instalment plan, taking into account your circumstances, including your Energy usage and capacity to pay the full amount.
- 7.10.3 Any instalment plan we offer you will:
- (a) specify the period of the plan, the amount and number of instalments, and how the amount is calculated;
 - (b) specify the amount of the instalments that will pay your arrears;
 - (c) specify your estimated consumption during the period of the plan; and
 - (d) provide for re-balancing where you are significantly in credit or debt at the end of the plan.
- 7.10.4 If you are a Small Business Customer, we will consider any reasonable request that you make for an instalment plan. If we and you agree to enter into an instalment plan, we may impose an Additional Retail Charge in consideration of our agreement to enter into that plan.

7.11 Direct debit

- 7.11.1 If we offer you the option of payment directly from your bank account, we will do so on terms consistent with the Code of Banking Practice, the Electronic Funds Transfer Code of Conduct in force and as amended from time to time and the Energy Retail Code. We will not alter the amount (which may include the full bill or an agreed instalment) and the frequency of the direct debits without your Consent.

7.12 Shortened Collection Cycle

- 7.12.1 We may place you on a shortened collection cycle in the circumstances set out in the Energy Retail Code.

7.13 Refundable Advances

- 7.13.1 If you are a Small Business Customer, we may ask you to provide a Refundable Advance in the circumstances permitted by the Energy Retail Code.
- 7.13.2 If you are a Small Residential Customer, subject to all applicable Regulatory Requirements, we may require you to provide a Refundable Advance before connection or reconnection of Supply of Energy. However:
- (a) the Refundable Advance:
 - (i) will be limited to the amount permitted by the Energy Retail Code at that time; and
 - (ii) will only be required if you still owe a gas or electricity retailer more than the prescribed amount; if you have used gas or electricity otherwise than in accordance with Regulatory Requirements in the past two years; if you are a new Customer and have refused to provide Acceptable Identification; or if we decide you have an unsatisfactory credit rating and you have refused an instalment plan.
- 7.13.3 We will pay interest on your Refundable Advance at the Bank Bill Rate, accruing daily and capitalised every 90 days until repaid.

7.13.4 We may use the Refundable Advance and accrued interest to offset any amount owed by you to us if you are disconnected for failure to pay and no longer have a right to be reconnected, or if you vacate your Supply Address, request disconnection or Transfer to another retailer.

7.13.5 If we use a Refundable Advance, we will provide you with an account of its use and will repay any balance to you within 10 Business Days. We will also repay the Refundable Advance and interest within 10 Business Days of your completing one year's payment (in the case of Small Residential Customers) or two years' payment (in the case of Small Business Customers) of bills by the pay-by date or on ceasing to take Supply at your Supply Address.

7.14 Interest on overdue payments

7.14.1 We will only charge you interest:

- (a) if the Regulatory Requirements allow us to; and
- (b) in accordance with any limitations and restrictions imposed by the Regulatory Requirements.

7.14.2 Subject to clause 7.14.1, we may charge you interest on any amounts owing that:

- (a) are not paid by the pay-by date; and
- (b) we have not agreed to defer, including through an instalment plan.

7.14.3 Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the lower of:

- (a) the Bank Bill Rate; and
- (b) any maximum rate prescribed by Regulatory Requirements.

7.15 Debt collection procedures

7.15.1 If you are a Small Residential Customer and you do not pay any bill by the pay-by date, we will not take any legal proceedings against you (including referring the non payment to a mercantile agent or debt collection agency) unless we have complied with the procedures set out in clause 7.9.2 and 7.10.

7.15.2 If we do refer your non payment to a mercantile agent or debt collection agency:

- (a) we will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the **Trade Practices Act 1974**;
- (b) we may charge you a Debt Collection Fee; and
- (c) without limiting clause 8.2, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

8 INFORMATION, PRIVACY AND COMMUNICATION

8.1 Information we require from you

8.1.1 Without limiting the other clauses of this Energy Contract, you must advise us promptly if there is any change in:

- (a) responsibility for paying your account;
- (b) your contact details;
- (c) the major purpose of using Energy at your Supply Address;
- (d) access to the Meter; or
- (e) the internal gas pipes, electrical wires or appliances which may affect the quality or safety of the Energy supplied under your Energy Contract.

- 8.1.2 You also authorise:
- (a) us to request from your Distributor(s) your Energy usage data for the 12 months preceding your last Meter Reading; and
 - (b) your Distributor(s) to release to us your Energy usage data for the 12 months preceding your last Meter Reading.

8.2 How we use and disclose Personal Information about you

- 8.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the **Privacy Act 1988** (Cth) and all other applicable Regulatory Requirements and laws.
- 8.2.2 In particular, we will comply with any conditions of our retail licence and with our own Privacy Policy (available at www.agl.com.au or www.powerdirect.com.au as relevant) concerning the use or disclosure of Personal Information about you.
- 8.2.3 We need to collect Personal Information under this Energy Plan in order to sell Energy to you, to administer this Energy Contract and, if necessary, to Transfer your Supply Address to us from another retailer. You authorise us to use and disclose Personal Information for these purposes.
- 8.2.4 You also authorise us to exchange Personal Information about you with any company in the AGL Group, our agents, contractors, franchisees, and other organisations (such as distributors or organisations that process and distribute our contracts and bills) and for them to use Personal Information exchanged in this way for the purposes outlined above.
- 8.2.5 These acknowledgments are made for the purposes of the Privacy Act. It does not constitute an acknowledgment relevant to the application of the Consumer Credit (Victoria) Code.
- 8.2.6 You also authorise us to seek from, or give to:
- (a) credit reporting agencies;
 - (b) other credit providers;
 - (c) the Distributor or another retailer; or
 - (d) our agents, contractors and franchisees,
- such information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under the Privacy Act and other applicable Regulatory Requirements. This may include information that is needed by us to assess your application for credit or your credit worthiness, to notify other credit providers of a default by you, to monitor your credit arrangements with other credit providers and to collect any overdue payment.
- 8.2.7 In particular, you authorise us to seek a consumer credit report about you from a credit reporting agency to assess your application for consumer credit or to administer or manage your account (including the collection of overdue payments), or both. For this purpose, you agree that we may also provide a credit reporting agency with Personal Information about you (including information about any overdue payments owed by you) for which collection has commenced, cheques drawn that have been dishonoured more than once and details about when credit provided has been paid or discharged.
- 8.2.8 Your Energy Contract constitutes a contract for consumer credit. We may give credit information to a credit reporting agency for the purpose of obtaining a consumer credit report about you and/or allowing the credit reporting agency to create or maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. This information is

limited to: your name and address; the fact that you have applied for credit under your Energy Contract; the fact that we provide credit to you; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; information that, in our opinion, you have committed a serious credit infringement; or information about cheques drawn by you for \$100 or more which have been dishonoured more than once.

8.3 Access to information

8.3.1 Without limiting your rights under this clause, on request we will provide you with:

- (a) historical billing data for your Supply Address if available;
- (b) information about efficient Energy consumption; and
- (c) information on any concessions, rebates or grants that may be available and your eligibility requirements.

8.3.2 We will use our Best Endeavours to provide you with the historical billing data within 10 Business Days of your request.

8.3.3 We can impose an Additional Retail Charge for providing historical billing data if your request does not relate to a genuine complaint made by you and:

- (a) you ask for billing data which is more than two years old; or
- (b) you make more than one request in a 12 month period; or
- (c) we are no longer your retailer at the time of your request.

8.4 Means of communication

8.4.1 Except where a particular method of communication is specified in your Energy Contract or any Regulatory Requirement:

- (a) any communication between us and you under your Energy Contract may be in writing, by telephone or by electronic means such as e-mail to an agreed address; and
- (b) any communication under your Energy Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

8.5 Information we will provide to you

8.5.1 You may request us to provide you with certain information or documents referred to in the Energy Retail Code. In particular, you can ask for a copy of our Customer Charter.

8.5.2 We will provide you with a copy of our Customer Charter within two Business Days of receiving your request. We will also provide you with a copy of our Customer Charter:

- (a) at the same time as or as soon as practicable after your Supply Address is connected;
- (b) at the same time as or as soon as practicable after you Transfer your Supply Address to us from another retailer; and
- (c) as soon as practicable after your Energy Contract commences.

8.5.3 In some circumstances we can ask you to pay an Additional Retail Charge for providing this information or these documents. We will not however charge you for providing a copy of our Customer Charter.

8.5.4 You can also inspect our Customer Charter free of charge at our website at www.agl.com.au or www.powerdirect.com.au as relevant.

9 YOUR OBLIGATIONS IN USING ENERGY

9.1 General obligations

- 9.1.1 You must comply at your own cost with the requirements of any relevant Regulatory Requirements which are expressed to apply to Customers or to your Supply Address or otherwise relate to the sale or Supply of Energy to your Supply Address.
- 9.1.2 When requested, you must provide all reasonable assistance and co-operation to enable us to comply with the requirements of the Regulatory Requirements which are expressed to apply to us.

9.2 Unauthorised access

- 9.2.1 If you obtain Energy from us otherwise than in accordance with the Regulatory Requirements, we may take action to disconnect Supply, estimate the usage for which you have not paid and take debt recovery action for the unpaid amount and any disconnection and reasonable legal costs.
- 9.2.2 If your actions result in damage to our (or the Distributor's) equipment, we (or the Distributor) may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

9.3 Access to Supply Address

- 9.3.1 You must give us, our agents and the Distributor(s) safe, convenient and unhindered access to your Supply Address for the following purposes:
- (a) to read or test the Meter;
 - (b) to connect or disconnect Supply;
 - (c) to inspect or test gas or electrical installations as appropriate; or
 - (d) to inspect, repair, test or maintain the Distribution System.

9.4 If you are not the owner of your Supply Address

- 9.4.1 If you are not the owner of your Supply Address, you might not be able to fulfil some of your obligations under your Energy Contract. Therefore, we may require you to request that the owner fulfil those obligations on your behalf.

10 OUR RESPONSIBILITIES IN SUPPLYING ENERGY

10.1 Force Majeure Event

- 10.1.1 If a Force Majeure Event results in either party being in breach of your Energy Contract, the obligations of the affected party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.
- 10.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those affects.
- 10.1.3 For the purposes of clause 10.1.2, and only if the Force Majeure event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.
- 10.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

10.2 Supply standards and interruptions

10.2.1 As your retailer we do not control or operate the Distribution System which supplies Energy to your Supply Address. We also cannot control the quality, frequency and continuity of Supply of the Energy that we sell to you at your Supply Address.

10.2.2 Your Distributor may interrupt or reduce Supply for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, due to any circumstances beyond our reasonable control or where otherwise permitted under the Regulatory Requirements or any deemed distribution contract under section 40A of the Electricity Industry Act or section 48 of the Gas Industry Act between you and your Distributor for your Supply Address. In this case we will provide a 24 hour telephone number so you can obtain details of the interruption and its expected duration.

11 COMPLAINTS AND DISPUTE RESOLUTION**11.1 Your right to review**

11.1.1 You may make a complaint to us about any decision we have made in relation to our Supply of Energy to your Supply Address.

11.2 Complaints handling and dispute resolution procedure

11.2.1 When we receive a complaint from you, we will deal with your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 10002 and is outlined below.

11.3 Telephone complaint

11.3.1 You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to our Supply of Energy to your Supply Address.

11.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

11.4 Written complaint

11.4.1 Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.

11.4.2 On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within 28 days with our decision.

11.5 Referral to higher level

11.5.1 Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

11.6 Referral of complaint to the Ombudsman

11.6.1 We are a member of the Energy and Water Ombudsman Victoria Scheme. If you are not satisfied with our review and written response to your complaint, you may contact the Energy and Water Ombudsman Victoria for further review.

11.7 Detailed review process available

11.7.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

12 GENERAL

12.1 Our liability

- 12.1.1 The Commonwealth **Trade Practices Act 1974** and the Victorian **Fair Trading Act 1999** automatically incorporate conditions, warranties and rights for your benefit and protection into your Energy Contract, if you are what those laws call a ‘consumer’. If you are a consumer under those laws, your Energy Contract cannot lessen the benefits those laws give, except to the extent permitted by those laws.
- 12.1.2 To the extent permitted by those laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under your Energy Contract, its quality, fitness or safety, other than those set out in your Energy Contract.
- 12.1.3 Where conditions, warranties or undertakings are implied by those laws and cannot be excluded, to the extent permitted by law, our liability for breach of these conditions, warranties or undertakings are (at our option) limited to:
- (a) providing equivalent goods or services provided under your Energy Contract to your Supply Address; or
 - (b) paying you the cost of replacing the goods or services provided under your Energy Contract to your Supply Address, or acquiring equivalent goods or services.
- 12.1.4 Nothing in your Energy Contract varies or excludes in any way the operation of section 117 of the Electricity Industry Act, section 78 of the National Electricity Law, section 232 or 233 of the Gas Industry Act or section 33 of the **Gas Safety Act 1997** (Vic.).
- 12.1.5 You acknowledge that the quality and reliability of Energy Supply may be subject to events beyond our reasonable control.

12.2 GST

- 12.2.1 The charges specified in the Tariffs, are inclusive of GST, unless otherwise specified. If the rate of GST changes after the date of your Energy Contract, we may adjust the amounts payable to reflect that change from the date the change is effective.
- 12.2.2 Where any amounts payable or other consideration provided in respect of supplies made under your Energy Contract (‘Payments’) are expressed to be exclusive of GST, the Payment for that Supply (or deemed Supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 12.2.3 Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable Supply, will be increased by an additional amount equal to the GST payable in relation to the Supply.
- 12.2.4 Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** will have the same meaning when used in this clause 12.2.

12.3 Waiver and variation

- 12.3.1 Except as otherwise provided in your Energy Contract, a right created under your Energy Contract may not be waived except in writing signed by the party granting the waiver.
- 12.3.2 Subject to clause 12.3.3, other than as required or permitted by law or the terms of your Energy Contract, any variation of your Energy Contract must be made in writing between the parties.

12.3.3 We may vary your Energy Contract at any time by publishing a variation under either, in the case of electricity, section 35 of the Electricity Industry Act and/or, in the case of gas, under section 42 of the Gas Industry Act in the Government Gazette.

12.3.4 Any such variation must be approved by the Commission before it is published and will operate (once that variation becomes effective under either section 35 of the Electricity Industry Act and/or section 42 of the Gas Industry Act as the case may be) to amend the terms of your Energy Contract so that those terms are the same as our then current published terms under either section 35 of the Electricity Industry Act and/or section 42 of the Gas Industry Act as the case may be.

12.3.5 We will also give you written notice of any variation in this Energy Contract as soon as practicable but in any event with your next bill after the variation takes effect.

12.4 Applicable law

12.4.1 Your Energy Contract shall be governed by the laws of Victoria.

12.4.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

12.5 When can your Energy Contract be transferred?

12.5.1 We may transfer or novate our rights and obligations under your Energy Contract for one or all types of Energy to another retailer at any time by notice to you if:

- (a) that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer; or
- (b) you agree to that transfer or novation.

12.6 Entire Agreement

12.6.1 Subject to section 36 of the Electricity Industry Act, section 43 of the Gas Industry Act and the terms of the Energy Retail Code, your Energy Contract sets out your entire agreement with us in relation to the sale and Supply of Energy by us to you at your Supply Address and will replace any previous Energy contract we may have had with you concerning those issues as soon as your Energy Contract becomes effective as described in clause 3.1.

13 GLOSSARY OF TERMS

13.1 Definitions

In your Energy Contract unless the context otherwise requires:

Acceptable Identification means one or more of the following:

- (a) a driver's licence;
- (b) a current passport or other form of photographic identification;
- (c) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
- (d) a birth certificate.

Additional Retail Charge means a charge relating to the sale of Energy (other than a charge based on your Applicable Tariff) which:

- (a) has been calculated in accordance with the requirements (if any) of the Energy Retail Code from time to time; and
- (b) the Energy Retail Code expressly permits us to impose at the relevant time.

After Hours Reconnection Fee means the amount that we may charge you from time to time for reconnection (which includes the Distributor's charges for reconnection) of the Supply of Energy to your Supply Address) when you contact us between the hours of 3.00 pm and 9.00 pm on the same Business Day as your request.

AGL Group means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the **Corporations Act 2001**) and for the avoidance of doubt, for the purposes of this Energy Contract includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

Agreed Damages Amount means an amount which has been determined in accordance with clause 6.7 as being payable by you to us on account of the costs which we are likely to incur as a result of a particular breach of your obligations under this Energy Contract (for example, the Dishonoured Payment Fee or the Call-Out Fee).

Applicable Tariff means such of the Tariffs as apply to you at your Supply Address from time to time.

Bank Bill Rate means for a day:

- (a) the rate, expressed as a yield per cent per annum (rounded up to two decimal places if necessary) that is quoted as the average bid rate on the Reuters monitoring system page 'BBSY' (or any page that replaces that page) at about 10.30 am on that day, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to us at about 10.00 am on that day for bank bills that have such a tenor.

Best Endeavours in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances.

Billing Period means the length of the Supply period covered by each bill, as set out in clause 7.1.2.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria.

Call-Out Fee means the amount that we may charge you from time to time for the costs we incurred if we (or the Distributor or another contractor or agent) have been called out to disconnect your Supply Address but due to the reason for the disconnection being remedied, a disconnection is no longer required.

Complaints Handling and Dispute Resolution is the procedure we have in place from time to time regarding any complaint you may make to us about your Energy Contract or the Supply of Energy to your Supply Address. This procedure complies with Australian Standard AS/ISO 10002.

Code of Banking Practice means the code of that name published by the Australian Bankers' Association.

Consent means explicit informed consent as defined in the Regulatory Requirements.

Cooling-off Period means the period during which you can terminate your Energy Contract without penalty as described in clause 3.2.1 of your Energy Contract.

Customer means a Small Residential Customer or a Small Business Customer.

Customer Charter means the document prepared by us including details of your and our rights and obligations under the Regulatory Requirements.

Debt Collection Fee means the amount that we may charge you from time to time for our costs incurred in sending debt collection personnel to your Supply Address if you do not pay your bill in full or make other arrangements with us by the pay-by-date. This fee may include:

- (a) an attendance (field visit collection) fee where debt collection personnel visit your Supply Address and there is no access or where you are not present, to the extent permitted by Regulatory Requirements; and/or
- (b) a field visit collection fee where you are present during a debt collection visit.

Deemed Contract means an Energy contract that is deemed to apply between us and a Small Residential Customer or a Small Business Customer in relation to a Supply Address under

either section 39 of the Electricity Industry Act and/or section 46 of the Gas Industry Act or an Energy contract that is deemed to apply between us and a Small Residential Customer or a Small Business Customer under section 37 of the Electricity Industry Act and/or section 44 of the Gas Industry Act.

Disconnection Fee means the amount that we may charge you from time to time for our costs incurred for the disconnection of the Supply of gas or electricity to your Supply Address.

Dishonoured Payment Fee means an amount equal to the fees we incur for a dishonoured or reversed payment and our reasonable administration costs in relation to that dishonoured or reversed payment.

Distribution System means a network of pipes or wires, Meters and controls used to Supply Energy, or that a Distributor uses to transport Energy for sale to Customers.

Distributor means the person who is licensed to distribute, Supply or provide services by means of a Distribution System.

Electronic Funds Transfer Code of Conduct means the code of that name issued by the Australian Securities and Investments Commission.

Electricity Industry Act means the **Electricity Industry Act 2000** (Victoria).

Electricity Law means the Electricity Industry Act, the regulations under the Electricity Industry Act and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and Supply of electricity.

Emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage any property.

Energy Contract means a contract for the sale of Energy by us to a Customer at a Supply Address (other than a dual fuel contract) and in your case that contract will comprise these Terms (as amended from time to time in accordance with clause 12.3) and the category and rate of Tariffs applying to you from time to time (i.e. the Applicable Tariff for you and your Supply Address from time to time).

Energy Retail Code means the code of that name published by the Essential Services Commission from time to time.

Excluded Services means a service other than any network supply service provided by your Distributor in respect of your Supply Address (such as connection, disconnection, reconnection, special meter reads, service truck visits) and includes:

- (a) for electricity, services which are excluded from the price controls contained in the 2006–2010 Electricity Distribution Price Determination;
- (b) for gas, the ancillary reference services for which charges and terms are set by each of the gas distributors and approved by the Commission, and which include gas connection and metering services and which are published in each distributor's reference tariffs;
- (c) any other services for which a charge is imposed on us by a Distributor with respect to your Supply Address for connection of your Supply Address or the use of the Distributor's Distribution System; and
- (d) any other similar services for which fees or charges are paid by us with respect to your Supply Address.

Fixed Term Contract means an Energy contract the term of which continues for a fixed, certain or definite period including, in the case of a Deemed Contract, any fixed, certain or definite period under or contemplated by the Regulatory Requirements.

Force Majeure Event means an event outside our or your reasonable control.

Gas Industry Act means the **Gas Industry Act 2001** (Victoria).

Gas Law means the Gas Industry Act, the regulations under the Gas Industry Act, the Gas Distribution System Code, the Retail Rules, the Market System and Operation Rules and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and Supply of gas.

Life Support Equipment means any equipment that requires continuous supply of electricity for a medical condition that has been confirmed in writing by a doctor or hospital and includes oxygen concentrators, haemodialysis machines and polio respirators.

Marketing Code means the Code of Conduct for Marketing Retail Energy in Victoria issued by the Essential Services Commission from time to time.

Meter means an instrument that measures the quantity of gas or electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of gas or electricity.

Meter Inspection Fee means the amount that you must pay us in advance from time to time for physically inspecting your Meter for faults at your Supply Address.

Meter Reading means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

Meter Testing Fee means the amount that you must pay us in advance from time to time for physically testing your Meter at your Supply Address.

Metering Standards means the Regulatory Requirements which:

- (a) regulate the basis for the installation of new Meters and the operation and maintenance of new and existing Meters at your Supply Address;
- (b) establish rights and obligations with respect to metered data; and
- (c) includes relevant or prescribed industry codes or standards.

National Electricity Law means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) as in force from time to time under the **National Electricity (Victoria) Act 1997** (Vic.).

NEMMCO means the company responsible for management of the National Electricity Market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Price List means the list which we publish from time to time on our website (www.agl.com.au or www.powerdirect.com.au as relevant) which sets out our Tariffs and our other fees and charges.

Privacy Act means the **Privacy Act 1988** (Cwlth).

Reconnection Fee means the amount that we may charge you from time to time for reconnection of the Supply of gas or electricity to your Supply Address (and which includes the Distributor's charges for reconnection) when you contact us:

- (a) before 3.00 pm on the same Business Day as your request; or
- (b) after 3.00 pm on a Business Day and we arrange for reconnection of your Supply Address on the next Business Day after your request, which we may vary from time to time.

Refundable Advance means an amount of money or other arrangement acceptable to a retailer as security against a Customer defaulting on a final bill.

Regulatory Requirements means the Electricity Law and the Gas Law.

Responsible will have the same meaning as is given to that term in the Energy Retail Code.

Small Business Customer means in respect of a Supply Address, a Customer:

- (a) who is a domestic or small business customer (as that term is defined in section 35 of the Electricity Industry Act and/or Section 42 of the Gas Industry Act (as applicable) at that Supply Address; and
- (b) who is not a Small Residential Customer.

Small Residential Customer means in respect of a Supply Address, a Customer:

- (a) who is a domestic or small business customer (as that term is defined in section 35 of the Electricity Industry Act and/or Section 42 of the Gas Industry Act (as applicable) at that Supply Address; and
- (b) who acquires Energy principally for personal, household or domestic use at that Supply Address.

Special Meter Reading Fee means the amount that we may charge you from time to time for any Readings of your Meter that occur outside the scheduled Meter Reading timetable.

Special Meter Reading means a Meter Reading requested by you on a date outside of the planned Meter Reading schedule.

Standing Offer means an offer by us to Supply and sell Energy to a Small Residential Customer or a Small Business Customer at that Customer's Supply Address in accordance with either section 35 of the Electricity Industry Act or section 42 of the Gas Industry Act, or both, as the case may be.

Standing Offer Contract means the Energy contract which is created between us and a Small Residential Customer or a Small Business Customer when that Customer accepts our Standing Offer.

Supply means the delivery of Energy by a Distributor via its Distribution System to a Supply Address and the provision of any related services.

Supply Address means:

- (a) the address at which you purchase Energy from us where there is only one Supply Point or connection point at that address; or
- (b) where there is more than one Supply Point or connection point at that address, each Supply Point or connection point through which you purchase Energy.

Supply Commencement Date means the date described in clause 3.6 (as applicable) as the Supply Commencement Date.

Supply Point means the point where Energy leaves the Distribution System before being supplied to you, whether or not it passes through facilities owned or operated by another person after that point and before being so supplied (which in the case of electricity will include the relevant market connection point under the National Electricity Rules).

Tariffs means the tariffs published by us from time to time under section 35 of the Electricity Industry Act for electricity, or section 42 of the Gas Industry Act for gas;

Term means the period commencing on the Supply Commencement Date and ending on the date your Energy Contract is terminated.

Transfer will have the same meaning as is given to that term in the Energy Retail Code and **Transferred** will have a corresponding meaning.

Utility Relief Grant Scheme provides one-off assistance for Small Residential Customers who are unable to pay their gas, electricity or water bills due to a temporary financial crisis.

VENCorp means the Victorian Energy Networks Corporation Pty Limited (ABN 63 010 390 253), being the transmission system operator established under the Gas Industry Act.

13.2 Interpretation

In this Energy Contract, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Energy Contract;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
 - (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
 - (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Energy Contract;
 - (g) a reference to terms of an agreement is to all terms, conditions and provisions of the agreement;
 - (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
 - (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
 - (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
 - (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
 - (l) when capitalised, grammatical forms of a word or phrase defined in this Energy Contract have a corresponding meaning;
 - (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
 - (n) an event which is required under this Energy Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.
-

Forests Act 1958, No. 6254

VARIATION OF THE PROHIBITED PERIOD

In pursuance of the powers conferred by section 3, sub-section (2) of the **Forests Act 1958**, I, Ewan Waller, delegated officer for the Minister for Environment and Climate Change in the State of Victoria, hereby declare the variation of the Prohibited Period for all land within the Fire Protected Area (other than State Forest, National Park and protected public land) within the municipalities specified in the schedule below:

SCHEDULE 1

The Prohibited Period shall terminate at 0100 hours on Monday 22 March 2010 in the following municipalities:

East Gippsland Shire
Baw Baw Shire

Wellington Shire
Mitchell Shire

Latrobe City
Murrindindi Shire

EWAN WALLER
Chief Officer
Department of Sustainability and Environment
Delegated Officer, pursuant to section 11,
Conservation, Forests and Land Act 1987

Housing Act 1983LAND THE DIRECTOR OF HOUSING IS DEEMED TO HAVE AN INTEREST IN
UNDER SECTION 107 OF THE **HOUSING ACT 1983**

Women's Housing Ltd

I, Margaret Crawford, Director of Housing (the Director), hereby issue the following declaration pursuant to section 107 of the **Housing Act 1983** (the Act).

The Director and Women's Housing Ltd have agreed in writing that the following land of which Women's Housing Ltd is registered as proprietor is land to which section 107 of the Act should apply and is therefore land in which the Director is deemed to have an interest under section 107.

Volume	Folio	Address
09995	402	10–12 Bradley Street, Newport

Dated 14 March 2010

Signed at Melbourne in the State of Victoria
MARGARET CRAWFORD
Director of Housing

Geographic Place Names Act 1998

NOTICE OF INTENTION TO REGISTER A GEOGRAPHIC NAME

The Registrar of Geographic Names hereby gives notice of intention to register the undermentioned place name(s) and/or amendments to the boundaries of the undermentioned localities. Any objections to the proposal(s) should be made in writing (stating the reasons therefor) and lodged with the Registrar within 30 days of publication of this notice. If no objections are lodged within this period, any newly proposed names will become the official names and/or any proposed locality boundary amendments will be registered in the Register of Geographic Names.

File No.	Naming Authority	Place Name	Location
GPN008205	Greater Shepparton City Council	Grace Edwards Park	Between Bronze Street and Tyquin Street, Shepparton 3630
LA/12/0027	Golden Plains Shire	She Oaks and Steiglitz	As on version 4.5 of the plan showing the locality names and boundaries within the municipality. Copies of this plan may be inspected at the municipal offices or at the office of the Registrar of Geographic Names following registration.

Office of the Registrar of Geographic Names

c/- **LAND VICTORIA**

17th Floor

570 Bourke Street

Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), CityLink Melbourne Limited, ABN 65 070 810 678 (the relevant corporation in relation to the Link road), hereby fixes tolls which are payable in respect of the use of vehicles (as set out herein) on toll zones on the Link road.

For the purposes of this Notice, the following definitions apply:

Boulton Parade includes the off-ramp connecting the rest of the Link road to Boulton Parade;

Burnley Tunnel means the eastbound tunnel between Sturt Street and Burnley Street;

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than:

- (a) a Motor Cycle;
- (b) a Light Commercial Vehicle;
- (c) a Heavy Commercial Vehicle; or
- (d) a Taxi;

even if such a Motor Vehicle is towing a trailer or caravan;

Domain Tunnel means the westbound tunnel between Punt Road and Sturt Street;

Full Link road is the road included within both the Link road and the Extension road;

Full Link Taxi Trip is a Trip by a Taxi on:

- (a) one or more of the toll zones described in this Notice as toll zones 1, 2 and 3; and
- (b) one or more of the toll zones described in this Notice as toll zones 4, 5, 6, 7, 8, 9, 10 and 11;

Half Link Taxi Trip is a Trip by a Taxi on:

- (a) one or more of the toll zones described in this Notice as toll zones 1, 2 and 3; or
- (b) one or more of the toll zones described in this Notice as toll zones 4, 5, 6, 7, 8, 9, 10 and 11,

and no other toll zone;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Swan Street Intersection means the intersection between Swan Street and Batman Avenue;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Trip is the passage of a vehicle on one or more toll zones:

- (a) uninterrupted by exit and subsequent re-entry; or
- (b) if so interrupted, the interruption consists only of travel directly between:
 - (i) that part of the Link road between Bulla Road and the West Gate Freeway; and
 - (ii) that part of the Link road between Sturt Street and Glenferrie Road;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes; and

vehicle has the same meaning as in the Act.

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on toll zones on the Link road, where those vehicles are a Car, a LCV or a HCV:

Table One			
Toll Zone	Toll		
	Car	LCV	HCV
1. That part of the Link road between Moreland Road and Brunswick Road.	\$1.77	\$2.83	\$3.36
2. That part of the Link road between Racecourse Road and Dynon Road.	\$1.77	\$2.83	\$3.36
3. That part of the Link road between Footscray Road and the West Gate Freeway.	\$2.21	\$3.54	\$4.20
4. That part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of the Link road – <ul style="list-style-type: none"> (a) being the eastbound carriageways of the Link road; (b) between Punt Road and the exit to Boulton Parade; and (c) comprising Boulton Parade. 	\$2.21	\$3.54	\$4.20
5. That part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$3.98	\$6.37	\$7.56
6. That part of the Link road being the eastbound carriageways between Punt Road and Burnley Street other than that part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$1.77	\$2.83	\$3.36

<p>7. That part of the Link road between Burnley Street and Punt Road and including that part of the Link road –</p> <p>(a) between Punt Road and the exit to Boulton Parade, other than the eastbound carriageways; and</p> <p>(b) comprising Boulton Parade, other than:</p> <p>(i) the eastbound carriageways between Burnley Street and Punt Road; and</p> <p>(ii) that part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.</p>	\$1.77	\$2.83	\$3.36
<p>8. That part of the Link road being the eastbound carriageways between Burnley Street and Glenferrie Road.</p>	\$1.77	\$2.83	\$3.36
<p>9. That part of the Link road between Glenferrie Road and Burnley Street, other than the eastbound carriageways.</p>	\$1.77	\$2.83	\$3.36
<p>10. That part of the Link road being the eastbound carriageways between Swan Street Intersection and Punt Road, other than –</p> <p>(a) that part of the Link road being the Burnley Tunnel; and</p> <p>(b) that part of the Link road comprising Boulton Parade.</p>	\$1.11	\$1.77	\$2.10
<p>11. That part of the Link road between Punt Road and Swan Street Intersection, other than –</p> <p>(a) the eastbound carriageways;</p> <p>(b) that part of the Link road being the Burnley Tunnel;</p> <p>(c) that part of the Link road:</p> <p>(1) between Punt Road and the exit to Boulton Parade; and</p> <p>(2) comprising Boulton Parade; and</p> <p>(d) that part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road.</p>	\$1.11	\$1.77	\$2.10

For the avoidance of doubt, a reference in this Notice to the specification of a toll zone by reference to Burnley Street refers to that point on the Link road where Burnley Street would cross the Link road if Burnley Street continued in a straight southerly direction from its southernmost extremity. For the avoidance of doubt, a reference in this Notice to ‘eastbound’ means in a general easterly direction from the eastern end of the West Gate Freeway towards Glenferrie Road.

Notwithstanding anything to the contrary in Table One, under section 71(1) (b) of the Act and in accordance with the Agreement, the maximum tolls payable in respect of the use of a vehicle on a toll zone on the Link road where that vehicle is a Car, a LCV or a HCV for a Trip are as listed in Table Two:

Table Two			
Trip Cap	Toll		
	Car	LCV	HCV
1. Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 6 am and 8 pm on the same day.	\$6.63	\$8.84	\$8.84
2. Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 8 pm on the one day and 6 am on the next.	\$6.63	\$6.63	\$6.63

Under Section 71(1)(b) of the Act, and in accordance with the Agreement, the tolls listed in Table Three are payable in respect of the use of vehicles on toll zones on the Link road where those vehicles are Taxis:

Table Three	
Taxis	Toll
Each Half Link Taxi Trip	\$4.00
Each Full Link Taxi Trip	\$6.10

For the avoidance of doubt, this Notice does not set Charge Tolls, Maximum Charge Tolls or Taxi Tolls for the purposes of Schedule 3 (the Toll Calculation Schedule) of the Agreement, or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 11 December 2009 and published in the Victoria Government Gazette No. G 51 (pages 3365 to 3369), dated 17 December 2009 ('the Last Notice').

This notice takes effect on 1 April 2010 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2010

E. M. MILDWATER
Company Secretary
CityLink Melbourne Limited
(ABN 65 070 810 678)

B. J. BOURKE
Director
CityLink Melbourne Limited
(ABN 65 070 810 678)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), City Link Extension Pty Limited, ABN 40 082 058 615 (the relevant corporation in relation to the Extension road), hereby fixes tolls which are payable in respect of the use of vehicles (as set out herein) on the toll zone on the Extension road.

For the purposes of this Notice, the following definitions apply:

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than:

- (a) a Motor Cycle;
- (b) a Light Commercial Vehicle;
- (c) a Heavy Commercial Vehicle; or
- (d) a Taxi;

even if such a Motor Vehicle is towing a trailer or caravan;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Extension Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes; and

vehicle has the same meaning as in the Act.

Under section 71(1)(b) of the Act and in accordance with the Extension Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on the toll zone on the Extension road, where those vehicles are a Car, a LCV or a HCV:

Table One			
Toll Zone	Toll		
	Car	LCV	HCV
12. The Extension road	\$1.11	\$1.77	\$2.10

For the avoidance of doubt, this Notice does not set Charge Tolls for the purposes of Schedule 1 (the Toll Calculation Schedule) of the Extension Agreement, or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 11 December 2009 and published in the Victoria Government Gazette No. G 51 (pages 3370 to 3371), dated 17 December 2009 ('the Last Notice').

This Notice takes effect on 1 April 2010, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2010

E. M. MILDWATER
Company Secretary
City Link Extension Pty Limited
(ABN 40 082 058 615)

B. J. BOURKE
Director
City Link Extension Pty Limited
(ABN 40 082 058 615)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), City Link Extension Pty Limited, ABN 40 082 058 615 (the relevant corporation in relation to the Extension road), hereby fixes tolls which are payable in respect of the use of vehicles on the toll zone on the Extension road where those vehicles are the subject of a CityLink Pass for that use.

For the purposes of this Notice, the following definitions apply:

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than a Motor Cycle, a Light Commercial Vehicle, a Heavy Commercial Vehicle or a Taxi even if such a Motor Vehicle is towing a trailer or caravan;

CityLink is CityLink Melbourne Limited ABN 65 070 810 678, the relevant corporation for the purposes of section 73C of the Act;

CityLink Pass is a 24 Hour Pass or a Weekend Pass;

Full Link road is the road included within both the Link road and the Extension road;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Extension Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Trip is the passage of a vehicle on one or more toll zones:

- (a) uninterrupted by exit and subsequent re-entry; or
- (b) if so interrupted, consists only of travel directly between:
 - (i) that part of the Link road between Bulla Road and the West Gate Freeway; and
 - (ii) that part of the Link road between Sturt Street and Glenferrie Road;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes;

24 Hour Pass is an agreement with CityLink to register a vehicle (other than a Taxi) under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed 24 hour period commencing at the time of the first Trip by the vehicle on a specified day;

vehicle has the same meaning as in the Act; and

Weekend Pass is an agreement with CityLink to register a Car or Light Commercial Vehicle under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed period commencing at 12.00 pm on the Friday immediately before a specified Saturday and ending at midnight on the Sunday immediately following that specified Saturday. The fact that CityLink also registers that Car or Light Commercial Vehicle for an additional period at no extra charge does not prevent the agreement from being a Weekend Pass.

Under section 71(1)(b) of the Act and in accordance with the Extension Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on the toll zone on the Extension road where the vehicle is the subject of a 24 Hour Pass for that use.

Table One			
24 Hour Pass	Toll		
	Car	LCV	HCV
	\$12.70	\$20.35	\$24.15

Under section 71(1)(b) of the Act and in accordance with the Extension Agreement, the tolls listed in Table Two are payable in respect of the use of vehicles on the toll zone on the Extension road where the vehicle is the subject of a Weekend Pass for that use.

Table Two		
Weekend Pass	Toll	
	Car	LCV
	\$12.70	\$20.35

For the avoidance of doubt, this Notice does not set Charge Tolls or Day Tolls for the purpose of Schedule 1 (the Toll Calculation Schedule) of the Extension Agreement or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 11 December 2009 and published in the Victoria Government Gazette No. G 51 (pages 3375 to 3377), dated 17 December 2009 ('the Last Notice').

This Notice takes effect on 1 April 2010, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2010

E. M. MILDWATER
Company Secretary
City Link Extension Pty Limited
(ABN 40 082 058 615)

B. J. BOURKE
Director
City Link Extension Pty Limited
(ABN 40 082 058 615)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), CityLink Melbourne Limited, ABN 65 070 810 678 (the relevant corporation in relation to the Link road) ('CityLink Melbourne'), hereby fixes tolls which are payable in respect of the use of vehicles on toll zones on the Link road where those vehicles are the subject of a CityLink Pass for that use.

For the purposes of this Notice, the following definitions apply:

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than a Motor Cycle, a Light Commercial Vehicle, a Heavy Commercial Vehicle or a Taxi even if such a Motor Vehicle is towing a trailer or caravan;

CityLink Pass is a 24 Hour Pass, a Tulla Pass or a Weekend Pass;

Full Link road is the road included within both the Link road and the Extension road;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Trip is the passage of a vehicle on one or more toll zones:

- (a) uninterrupted by exit and subsequent re-entry; or
- (b) if so interrupted, consists only of travel directly between:
 - (i) that part of the Link road between Bulla Road and the West Gate Freeway; and
 - (ii) that part of the Link road between Sturt Street and Glenferrie Road;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes;

Tulla Pass is an agreement with CityLink Melbourne for CityLink Melbourne to register a Car or Light Commercial Vehicle under Part 4 of the Act for use only on that part of the Link road being the Tullamarine Freeway Upgrade, between Bulla Road and Flemington Road including the toll zone between Moreland Road and Brunswick Road, for a fixed 24 hour period commencing at the time of the first Tulla Trip by that Car or Light Commercial Vehicle on a specified day;

Tulla Trip is the passage of a Car or Light Commercial Vehicle on that part of the Link road being the toll zone between Moreland Road and Brunswick Road;

24 Hour Pass is an agreement with CityLink Melbourne to register a vehicle (other than a Taxi) under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed 24 hour period commencing at the time of the first Trip by the vehicle on a specified day;

vehicle has the same meaning as in the Act; and

Weekend Pass is an agreement with CityLink Melbourne to register a Car or Light Commercial Vehicle under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed period commencing at 12.00 pm on the Friday immediately before a specified Saturday and ending at midnight on the Sunday immediately following that specified Saturday. The fact that CityLink Melbourne also registers a Car or Light Commercial Vehicle for an additional period at no extra charge does not prevent the agreement from being a Weekend Pass.

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on toll zones on the Link road where the vehicle is the subject of a 24 Hour Pass for that use.

Table One			
24 Hour Pass	Toll		
	Car	LCV	HCV
	\$12.70	\$20.35	\$24.15

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table Two are payable in respect of the use of vehicles on toll zones on the Link road where the vehicle is the subject of a Weekend Pass for that use.

Table Two		
Weekend Pass	Toll	
	Car	LCV
	\$12.70	\$20.35

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table Three are payable in respect of the use of Cars or Light Commercial Vehicles on the toll zone, consisting of that part of the Link road between Moreland Road and Brunswick Road, where the Car or Light Commercial Vehicle is the subject of a Tulla Pass for that use.

Table Three		
Tulla Pass	Toll	
	Car	LCV
	\$4.50	\$7.25

For the avoidance of doubt, this Notice does not set Charge Tolls or Day Tolls for the purpose of Schedule 3 (the Toll Calculation Schedule) of the Agreement or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 11 December 2009 and published in the Victoria Government Gazette No. G 51 (pages 3372 to 3374), dated 17 December 2009 ('the Last Notice').

This Notice takes effect on 1 April 2010, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2010

E. M. MILDWATER
Company Secretary
CityLink Melbourne Limited
(ABN 65 070 810 678)

B. J. BOURKE
Director
CityLink Melbourne Limited
(ABN 65 070 810 678)

Melbourne Cricket Ground Act 2009**MELBOURNE CRICKET GROUND (OPERATION OF FLOODLIGHTS)
DETERMINATION NO. 1/2010**

I, James Merlino, Minister for Sport, Recreation and Youth Affairs, make the following determination:

1. Title

This determination may be cited as the Melbourne Cricket Ground (Operation of Floodlights) Determination No. 1/2010.

2. Objectives

The objectives of the determination are to:

- (a) Specify the days and times during which the floodlights affixed to the floodlight towers at the Melbourne Cricket Ground (MCG) may be used; and
- (b) Specify the purpose for which the floodlights may be used on those days.

3. Authorising provision

This determination is made under section 30 of the **Melbourne Cricket Ground Act 2009**.

4. Floodlights may be used on certain days at certain times and for certain purposes

The floodlights affixed to the floodlight towers at the Melbourne Cricket Ground may be used:

- (a) Between 8.00 am and 6.00 pm for the purpose of playing Australian Football League day matches on the following days:
 - 27 March 2010
 - 3 April 2010
 - 5 April 2010
 - 11 April 2010
 - 18 April 2010
 - 25 April 2010
 - 26 April 2010
 - 2 May 2010
 - 15 May 2010
 - 16 May 2010
 - 30 May 2010
 - 5 June 2010
 - 6 June 2010
 - 13 June 2010
 - 14 June 2010
 - 4 July 2010
 - 10 July 2010
 - 11 July 2010
 - 17 July 2010
 - 18 July 2010
 - 24 July 2010
 - 25 July 2010
 - 31 July 2010

-
- 1 August 2010
8 August 2010
14 August 2010
15 August 2010
- (b) Between 4.00 pm and 11.30 pm for the purpose of playing Australian Football League night matches on the following days:
25 March 2010
26 March 2010
4 April 2010
10 April 2010
17 April 2010
24 April 2010
1 May 2010
7 May 2010
8 May 2010
21 May 2010
18 June 2010
25 June 2010
2 July 2010
6 August 2010
7 August 2010
13 August 2010
21 August 2010
- (c) Between 8.00 am and 11.30 pm for the purpose of playing Australian Football League matches on the following days:
27 August 2010
28 August 2010
29 August 2010
- (d) Between 8.00 am and 11.30 pm for the purposes of playing Australian Football League finals series matches on any of the following days:
3 September 2010, 4 September 2010, 5 September 2010;
11 September 2010, 12 September 2010;
18 September 2010, 19 September 2010;
25 September 2010; and
2 October 2010.
- (e) Between 8:00 am and 8:00 pm for the purpose of aligning, testing, repairing and training, on any day from 20 March 2010 until 5 October 2010.
- (f) Between 4.00 pm and 11.30 pm on 24 May 2010 for the Australia v New Zealand soccer match.

Dated 9 March 2010

JAMES MERLINO MP
Minister for Sport, Recreation and Youth Affairs

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

Notice of Approval of Amendment

Amendment C137

The Minister for Planning has approved Amendment C137 to the Ballarat Planning Scheme.

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

The Amendment restructures the MSS with new themes and streamlines the LPPF by removing repetition and integrating a number of local policies into the Municipal Strategic Statement (MSS). The Amendment also corrects mistakes in the planning scheme ordinance, including a number of grammatical, spelling, punctuation and formatting anomalies.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Ballarat City Council, Town Hall, Sturt Street, Ballarat.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

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

Notice of Approval of Amendment

Amendment C119

The Minister for Planning has approved Amendment C119 to the Brimbank Planning Scheme.

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

The Amendment makes various changes to planning scheme maps to correct a number of zoning and overlay anomalies.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and

free of charge, during office hours, at the offices of the Brimbank City Council, Old Calder Highway, Keilor.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

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

Notice of Approval of Amendment

Amendment C123

The Minister for Planning has approved Amendment C123 to the Brimbank Planning Scheme.

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

The Amendment applies a Public Acquisition Overlay (PAO10) to the site at the eastern end of the Calarco Drive Industrial Estate, Derrimut (part of Certificate of Title Volume 4304 Folio 860716), and amends the schedule at Clause 45.01 inserting 'PAO10' with 'Melbourne Water Corporation' as the Acquisition Authority and 'Retarding Basin' as the Purpose of Acquisition.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Brimbank City Council.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987**GREATER BENDIGO PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C126

The Minister for Planning has approved Amendment C126 to the Greater Bendigo Planning Scheme.

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

The Amendment facilitates the development of the new Bendigo hospital and:

- rezones land at 111, 119 and 135 Arnold Street, 20, 38, 42 and 44 Mercy Street, and 11 Drought Street, Bendigo, and Mercy Street, from Residential 1 Zone to Public Use Zone 3 (Health and Community);
- removes the Public Acquisition Overlay from 20 Mercy Street, Bendigo by deleting the planning scheme map 19PAO and amending the schedules to clauses 45.01 and 61.03;
- removes the Heritage Overlay HO4 from affected land at 40, 42 and 44 Mercy Street, 11 Drought Street, Drought and Mercy Streets, Bendigo; and
- removes Schedule 1 to the Neighbourhood Character Overlay from affected land at 84–86, 88 and 98 Barnard Street, 111, 119, 121, 123 and 135 Arnold Street, 10–18, 20, 24–28 and 38 Mercy Street, Drought Street and Mercy Street.

The Amendment also amends ‘Map 1: Central Bendigo Residential Character Precincts’ forming part of Clause 22.11 of the Planning Scheme. The boundary of Precinct CB2 is amended to accord with the new boundary of the Residential 1 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Greater Bendigo City Council, Hopetoun Mill, 15 Hopetoun Street, Bendigo.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

HUME PLANNING SCHEME

Notice of Approval of Amendment

Amendment C113

The Minister for Planning has approved Amendment C113 to the Hume Planning Scheme.

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

The Amendment rezones part of the land at 290 Hume Highway, Craigieburn, from Urban Floodway Zone to Industrial 3 Zone

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Hume City Council, 1079 Pascoe Vale Road, Broadmeadows.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MANNINGHAM PLANNING SCHEME

Notice of Approval of Amendment

Amendment C88

The Minister for Planning has approved Amendment C88 to the Manningham Planning Scheme.

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

The Amendment updates the existing Incorporated Document listed in the Schedules to Clause 52.03 (Specific sites and exclusions) and Clause 81.01 (Incorporated documents) for the ‘On Luck’ Chinese Nursing Home to enable amendments to the approved Development Plan to be considered by the Minister for Planning, as well as introducing decision guidelines and additional development plan requirements.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Manningham City Council, 699 Doncaster Road, Doncaster.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MORELAND PLANNING SCHEME

Notice of Approval of Amendment

Amendment C81

The Minister for Planning has approved Amendment C81 to the Moreland Planning Scheme.

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

The Amendment rezones land at 1–9 Lygon Street and 64 Brunswick Road, Brunswick, to a Business 1 Zone and applies the Environmental Audit Overlay and Design and Development Overlay Schedule 11 over the same land. The following land is also included in Design and Development Overlay Schedule 11; 6–20 Lygon Street and 60 and 60a Brunswick Road, Brunswick East. The existing Design and Development Overlay Schedule 1 is removed from land at 64 Brunswick Road, Brunswick.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Moreland City Council.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

STRATHBOGIE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C21

The Strathbogie Shire Council has approved Amendment C21 to the Strathbogie Planning Scheme.

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

The Amendment corrects a number of anomalies, omissions, errors and inconsistencies in the mapping of zones, overlays and the schedules to zones and overlays in the Strathbogie Planning Scheme.

The Amendment was approved by the Strathbogie Shire Council on 9 February 2010 in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 8 September 2008. The authorisation has not been withdrawn.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Strathbogie Shire Council, Binney Street, Euroa.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

STRATHBOGIE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C47

The Minister for Planning has approved Amendment C47 to the Strathbogie Planning Scheme.

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

The Amendment rezones 46 Kirkland Avenue, Euroa, from Residential 1 Zone to Public Use Zone 6 and 1 Bury Street, Euroa, from Business 1 Zone to Public Use Zone 6.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Strathbogie Shire Council, Binney Street, Euroa.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

WODONGA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C58

The Minister for Planning has approved Amendment C58 to the Wodonga Planning Scheme.

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

The Amendment rezones the Wodonga Country Club golf course from a Public Use Zone 7 to a Special Use Zone 2 and applies a Development Plan Overlay and Design and Development Overlay over a 6 hectare section of the site fronting the northern end of Parkers Road, Wodonga (between Clubhouse Place and Felltimber Creek).

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Wodonga City Council, 104 Hovell Street, Wodonga.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C97

The Yarra City Council has resolved to abandon Amendment C97 to the Yarra Planning Scheme.

The Amendment proposed to introduce a Design and Development Overlay (DDO8) and local policy over the area in South Richmond known as Cremorne, rezone a number of properties within Cremorne to a Mixed Use Zone or a Business 2 Zone, and apply an Environmental Audit Overlay to the areas being rezoned to Business 2.

The Amendment lapsed on 17 February 2010.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

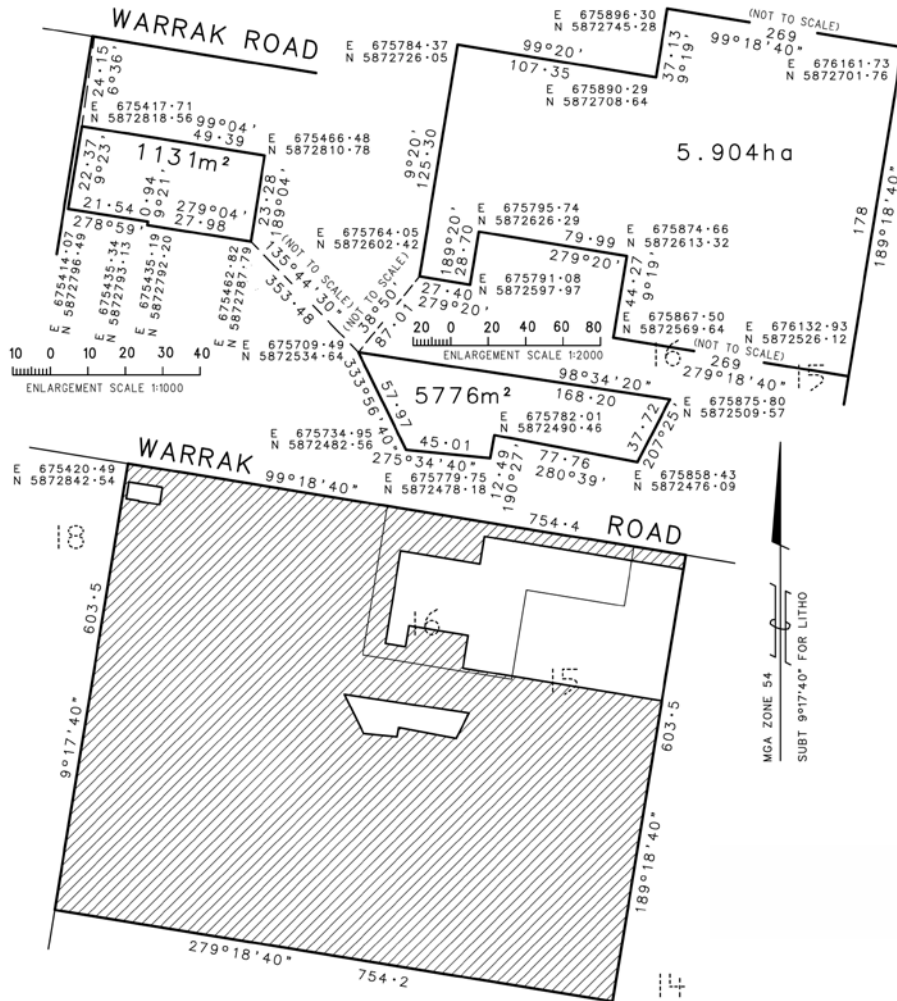
ORDERS IN COUNCIL

Corrections Act 1986

VARIATION OF APPOINTMENT OF PRISON

Order in Council

The Governor in Council, orders that, under section 10 of the **Corrections Act 1986**, an Order be made to amend the Order in Council made on 10 June 2009 to vary the appointment of Her Majesty's Prison, Ararat by substituting the existing Schedule with the Schedule attached to the draft order, be made.



Dated 16 March 2010
 Responsible Minister
BOB CAMERON MP
 Minister for Corrections

TOBY HALLIGAN
 Clerk of the Executive Council

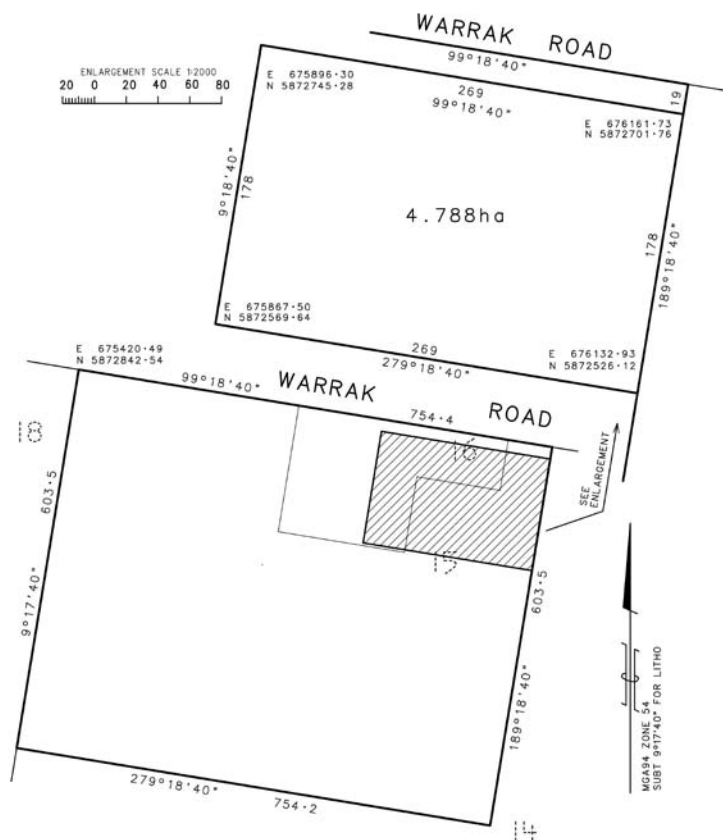
Serious Sex Offenders (Detention and Supervision) Act 2009**APPOINTMENT OF A RESIDENTIAL FACILITY PURSUANT TO SECTION 133(1)****Order in Council**

The Governor in Council, appoints the premises known as 'Corella Place', Warrak Road, Ararat, and shown hatched in the attached Plan of Survey, County of Ripon, Parish of Ararat, Section B1, Crown Allotments 15 and 16 as a residential facility for the purposes of the **Serious Sex Offenders (Detention and Supervision) Act 2009** (Act), pursuant to section 133(1) of the Act.

Pursuant to section 133(2) of the Act, the maximum number of persons to reside in the residential facility is 40.

Pursuant to section 133(5) of the Act, the purpose of the residential facility is to provide for:

- the supervision and case management of offenders on supervision orders under the Act;
- the safe accommodation of offenders on supervision orders under the Act;
- the protection of the community from offenders on supervision orders under the Act; and
- the provision of support to offenders to assist them in complying with the conditions of supervision orders under the Act.



This order comes into effect on 18 March 2010.

Dated 16 March 2010

Responsible Minister
BOB CAMERON MP
Minister for Corrections

TOBY HALLIGAN
Clerk of the Executive Council

Project Development and Construction Management Act 1994

ORDER UNDER SECTION 18 REQUIRING A PUBLIC BODY TO SURRENDER LAND

Order in Council

The Governor in Council, in accordance with section 18(1) of the **Project Development and Construction Management Act 1994** ('the Act'), on the recommendation of the Minister for Roads and Ports, given in accordance with section 18(6) of the Act, requires that the Secretary to the Department of Innovation, Industry and Regional Development, being the body corporate established pursuant to section 41A of the Act, surrender part of Certificate of Title Volume 10878 Folio 060 shown as parcel 9 on Survey Plan 21766, and part of Certificate of Title Volume 10894 Folio 609 shown as parcel 10 on SP21766 to the Crown.

Dated 16 March 2010

Responsible Minister

TIM PALLAS MP

Minister for Roads and Ports

TOBY HALLIGAN

Clerk of the Executive Council

Wildlife Act 1975

CLASSIFICATION OF STATE WILDLIFE RESERVES AS STATE GAME RESERVES

Order in Council

The Governor in Council under section 15(2) of the **Wildlife Act 1975**:

- (a) classifies the State Wildlife Reserves listed in Schedule 1 of this Order as State Game Reserves from 20 March 2010 and revokes this classification on 19 March 2011, and
- (b) classifies the State Wildlife Reserves listed in Schedule 2 of this Order as State Game Reserves, and
- (c) classifies the additions to the State Wildlife Reserves listed in Schedule 3 of this Order as State Game Reserves.

This Order is effective from the date it is published in the Government Gazette.

SCHEDULE 1

State Wildlife Reserve name	Section	Allotment	Parish
Fresh-water Swamp, Woodside Beach	2	18H	Balloong
Heard Lake	No section	1B	Lowan
Heard Lake	No section	35	Toosan
Lake Muirhead	7	D	Parrie Yallock
Lake Wandella	C	12A	Meran
Lignum Swamp	No section	16	Murrandarra
Pot Brook	C	17A	Yallakar

SCHEDULE 2

State Wildlife Reserve name	Section	Allotment	Parish
Lake Cope Cope	F	5B	Swanwater
Lake Cope Cope	F	5C	Swanwater
Lake Cope Cope	F	6C	Swanwater
Lake Cope Cope	F	9E	Swanwater
Lake Cope Cope	No section	2002	Swanwater
Lake Cope Cope	No section	2004	Swanwater
Lake Cope Cope	No section	2005	Swanwater
Lake Cope Cope	No section	2006	Swanwater

SCHEDULE 3

State Wildlife Reserve name	Section	Allotment	Parish
Lake Buninjon	No section	48E	Kiora
Lake Buninjon	No section	48F	Kiora

Dated 16 March 2010

Responsible Minister

GAVIN JENNINGS

Minister for Environment and Climate Change

TOBY HALLIGAN
Clerk of the Executive Council

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PRICING FOR SPECIAL GAZETTE, PERIODICAL GAZETTE AND VICTORIAN LEGISLATION

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

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A	1–16	\$3.80	# Z	1406–1470	\$113.00
B	17–32	\$5.70	# ZA	1471–1535	\$118.00
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