



# Victoria Government Gazette

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**No. G 37 Thursday 11 September 2014**

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**GENERAL**

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As from 11 September 2014

The last Special Gazette was No. 306 dated 9 September 2014.

The last Periodical Gazette was No. 1 dated 18 June 2014.

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**How To Submit Copy**

- See our webpage [www.gazette.vic.gov.au](http://www.gazette.vic.gov.au)
  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**Copies of recent Special Gazettes can now be viewed at the following display cabinet:**

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

**PRIVATE ADVERTISEMENTS**

**DISSOLUTION OF PARTNERSHIP**

Notice is given that the partnership between Duckburg Pty Ltd ACN 006 900 527, as trustee of the L. M. H. Family Trust (also known as the Lindy Merlyn Hayward Family Trust) and Courten Pty Ltd ACN 051 863 971, as trustee of the Sam H. Hayward Family Trust (also known as the Sam Hayward Family Trust), carrying on the business known as the Hillburn Partnership (ABN 43 713 997 646) at Lancefield/Tooborac Road, Tooborac, Victoria 3522, has been dissolved with effect from 27 August 2014 so far as concerns Courten Pty Ltd, which retires from the said partnership.

**DUCKBURG PTY LTD**

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Re: ROMA MARY NORMAN, late of 10 A'Beckett Street, Kew, Victoria, home maker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 April 2014, are required by the trustee, Reginald John Norman, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he has notice.

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

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Re: ROY WALKER, late of 4 St Anthony's Place, Kew, Victoria, manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 May 2014, are required by the trustee, Margaret Walker, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she has notice.

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

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WILLIAM JAMES MIDDLETON, late of 126 Marriage Road, Brighton East, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 October 2013, are required by the administrators of the estate of the deceased, Jacqueline Parker McLeod and James Henderson McLeod, to send particulars of their claims to them, care of the undermentioned solicitors, by 13 November 2014, after which date the administrators may convey or distribute the assets, having regard only to the claims of which they then had notice.

ANTHONY ROSE & MAINWARING,  
solicitors,  
122 Bridport Street, Albert Park, Victoria 3206.

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Re: Estate OLIVE IRENE MARGARET CASSIDY, deceased.

In the estate of OLIVE IRENE MARGARET CASSIDY, late of Harmony Village, 20 Zurcus Lane, Shepparton, Victoria, widow, deceased.

Creditors, next-of-kin and all others having claims against the estate of the said deceased are required by Maxwell John Cassidy, the executor of the Will of the said deceased, to send particulars of such claims to him in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

BASILE & CO. PTY LTD, legal practitioners,  
46 Wellington Street, Kerang, Victoria 3579.

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Re: JOHN RICHARD KABLE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 January 2014, are required by the executor, Audrey Estelle Kable, to send particulars of their claims to the executor, care of the undermentioned legal practitioners, by 5 November 2014, after which date the executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 1 September 2014

BULLARDS, solicitors,  
221 Queen Street, Melbourne 3000.

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LISA DOROTHY CHAPMAN, late of 29–33 Chesterville Road, Glen Waverley, Victoria 3150, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 18 June 2014, are required by the executors, Peter Hamilton and Norman Lindus, care of Clohesy Legal, Suite 210, 9–11 Claremont Street, South Yarra, Victoria 3141, to send particulars of their claims to Clohesy Legal by 11 November 2014, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 12 August 2014.

Dated 11 September 2014

CLOHESY LEGAL,  
Suite 210, 9–11 Claremont Street, South Yarra,  
Victoria 3141,  
Ph: 03 9808 2105, Fax: 03 9825 1499,  
Contact: Michael Clohesy.

Re: THERESE MARGARET O'CONNOR, late of Mercy Place Aged Care, 22 Verona Lane, East Melbourne, in the State of Victoria ('the deceased').

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 June 2014, are required by the trustee of the estate of the deceased, Bernard Joseph Welch, care of the undermentioned lawyers, to send particulars to him by 10 November 2014, after which date the executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

EASTERN BRIDGE,  
Suite 1, Level 1, 333 Whitehorse Road,  
Balwyn, Victoria 3103.  
Tel: 03 8669 1964.

Re: JOHN IRWIN-BELLETTE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of JOHN IRWIN-BELLETTE, late of 52 Andrew Crescent, Croydon, Victoria, retired engineer, deceased, who died on 11 June 2014, are required by the trustees, David Irwin-Bellette and Heather Irwin-Bellette, to send particulars of their claim to them, care of the undermentioned solicitors, by 27 November 2014, after which date the

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

FORREST LEGAL, solicitors,  
Suite 2, 4–6 Croydon Road, Croydon 3136.

Re: Estate of the late DULCIE GRACE AYARS.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 July 2014, are required by the trustees, Kenneth Thomas Ayars (in the Will called Kenneth Ronald Ayars) and Ronald Mervyn Ayars, to send particulars to them, care of the undersigned, by 4 November 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

GARDEN & GREEN, lawyers,  
4 McCallum Street, Swan Hill, Victoria 3585.

GRAHAM LAWLER BARTLETT, late of Cooina Village, 1–35 Kilfeera Road, Benalla, in the State of Victoria, retired treasury worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 February 2014, are required by the executors, Charles Alan Buck and Hena Eduard Power, care of the Gil-Jones Barker solicitors, Unit 1, 120 Giles Street, Kingston Foreshore, ACT 2604, to send particulars to them by 18 November 2014, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 11 September 2014

GIL-JONES BARKER, solicitors,  
Unit 1, 120 Giles Street, Kingston Foreshore,  
ACT 2604.

Re: JOAN PATRICIA TWEEDLE, late of 33–47 Blake Street, Reservoir, Victoria, deceased.

JOAN PATRICIA TWEEDLE, late of 33–47 Blake Street, Reservoir, in the State of Victoria.

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

who died on 26 February 2014, are required by the executor, Denis William Tweedle, to send particulars to him, care of the undermentioned solicitors, by 20 November 2014, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

GOLDSMITHS LAWYERS,  
613 King Street, West Melbourne 3003.

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Re: MARIE THERESE WIGHAM, late of Rangeview Private Nursing Home, 15–17 Mason Street, Wangaratta, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 December 2013, are required by the trustees, James Sheridan Denis Mahoney and Denis Wigham Ryan, to send particulars to the trustees, care of the undermentioned solicitors, by 14 November 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

HODGSON & FINLAYSON, solicitors,  
2/1183 Burke Road, Kew 3101.

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ELEANOR MARGARET FINLAY, late of 725 Tress Street, Mt Pleasant, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 10 June 2014, are required to send particulars thereof to the executors, care of the undermentioned address, on or before 5 November 2014, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

HUGH ROBERT FINLAY,  
PO Box 120, Harcourt, Victoria 3453.

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STANLEY FRASER MARTIN, late of 62 Blackwood Park Road, Ferntree Gully, Victoria 3156, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 June 2014, are required by the applicant for grant of administration, Josephine Therese Martin of 1033 Burwood Highway,

Ferntree Gully, Victoria 3156, to send particulars to her by 10 November 2014, after which date the applicant for grant of administration may convey or distribute the assets, having regard only to the claims of which she then has notice.

Dated 5 September 2014

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Re: COLIN WILLIAM ARTHUR HAMEL, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 May 2014, are required by the trustee, Urban Donald Farley, to send particulars to their solicitors at the address below by 11 November 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: KEVIN ERNEST PETTIGROVE, late of Heritage Lakes Aged Care, 879 Plenty Road, South Morang, Victoria, retired pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 January 2014, are required by the trustee, Mary Bernadette Bedford, to send particulars to the trustee, care of the undermentioned solicitors, within 2 calendar months from the date of this advertisement, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MW LAW (GREENSBOROUGH) PTY LTD  
RYAN MACKAY & McCLELLAND (a Firm),  
solicitors,  
65 Main Street, Greensborough 3088.

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CARINA JOSEPHINE BURGESS, late of 4/14 St James Avenue, Springvale, Victoria, retiree, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 19 December 2013, are required by the executor, Clyde Donald Morgan, to send particulars of their claims to the executor, care of the undermentioned solicitors,

by 7 October 2014, after which date the executor may convey or distribute the assets, having regard only to the claims of which he has notice.

MAGANTY LAWYERS,  
Suite 301, Level 3, 488 Bourke Street,  
Melbourne 3000.

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Re: LESLIE MAXWELL GRAHAM, late of Waldreas Manor, 215–217 Wantirna Road, Ringwood, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 December 2013, are required by the trustees, Avis Flora Graham and Steven Ross Graham, to send particulars to the trustees, care of the undermentioned solicitors, by 10 November 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors,  
Suite 101/177 Surrey Road, Blackburn 3130.  
CD:2140067.

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JOAN WINIFRED GRAHAM, late of 33 Lansell Road, Toorak, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 June 2014, are required by the personal representatives, David Thornely and Barbara Joy Thornely, to send particulars to them, care of Makin & Kinsey Solicitors, within sixty days from the date of the publication hereof, after which the personal representatives may convey or distribute the assets, having regard only to the claims of which they have notice. Probate was granted in Victoria on 1 September 2014.

MAKIN & KINSEY SOLICITORS, solicitors,  
Level 1, 317 Montague Street, Albert Park 3206.

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KATE RIDGEWAY ROWLAND (also known as Kate Foti and Kate Ridgeway Foti), late of 278 Mary Street, Richmond, Victoria, caterer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 April 2014, are required by the executor, Fiona Alma Ridgeway Rowland, to send particulars to her, care of the

undermentioned solicitors, by 11 November 2014, after which date she may convey or distribute the assets, having regard only to the claims of which she then has notice.

MINTER ELLISON LAWYERS,  
Rialto Tower, 525 Collins Street, Melbourne,  
Victoria 3000.

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GABRIELLA ANNE DENADAI, late of 450 Baxter–Tooradin Road, Pearcedale, Victoria, IT manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 14 May 2014, are required by the executors, James Albert Pippard of 7 Hoadley Avenue, Frankston, Victoria, retired, and Michael Eames of 19 Wattle Drive, Frankston, Victoria, spray painter, to send particulars of their claims to them (care of the undersigned) by 11 November 2014, 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.

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JUDITH ANNE STOSIUS, late of 3 Shrublands Court, Canterbury, Victoria, director, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 2 November 2013, are required by the executors, David Anthony Rush of Unit 703, 480 Riversdale Road, Hawthorn East, Victoria, consultant, and Michael John O'Shaughnessy of 41B Callantina Road, Hawthorn, Victoria, accountant, to send particulars of their claims to them, care of the undersigned, by 11 November 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: JOHN STEWART BRAKE, late of 42 Wiltshire Drive, Somerville, Victoria, computer engineer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 May 2014, are required by the trustee, Jean Stewart Brake, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WHITE CLELAND PTY LTD, solicitors,  
3/454 Nepean Highway, Frankston 3199.

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Re: CATHERINE STEWART HOWDEN,  
late of 8 Robinsons Road, Frankston South,  
Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 June 2014, are required by the trustee, Amelia Howden, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WHITE CLELAND PTY LTD, solicitors,  
3/454 Nepean Highway, Frankston 3199.

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Re: JUSTINA FRANCIS KUZMICKAS,  
late of 1295 Frankston Dandenong Road,  
Carrum Downs, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 April 2014, are required by the trustee, Ramona Mary Kuzmickas, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WHITE CLELAND PTY LTD, solicitors,  
3/454 Nepean Highway, Frankston 3199.

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Re: PHYLLIS KATHLEEN O'GORMAN,  
late of 123 Smiths Lane, Pearcedale, Victoria,  
retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 May 2014, are required by the trustee, Carolyn May McKerlie, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WHITE CLELAND PTY LTD, solicitors,  
3/454 Nepean Highway, Frankston 3199.

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

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 February 2014, are required by the executor, Llewellyn Albert Williams, to send particulars to care of the undersigned solicitors, by 19 November 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WILLIS SIMMONDS LAWYERS,  
legal practitioners,  
6/1 North Concourse, Beaumaris 3193.

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#### ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 16 October 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Charles Nathaniel Riding, Unit 3, 38 Adelaide Street, Albion, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 08890 Folio 614, upon which is erected a unit and known as Unit 3, 38 Adelaide Street, Albion, and Certificate of Title Volume 08890 Folio 623, which is an accessory unit (car park) and known as Unit 12, 38 Adelaide Street, Albion, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AF519679A), Registered Caveat (Dealing Number AK997886E) and Owners Corporation Plan No. RP002609 affect the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

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SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 16 October 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Ljiljana Trajkovski of Unit 30, 90 Edgars Road, Thomastown, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11121 Folio 027, upon which is erected a unit and known as Unit 30, 90 Edgars Road, Thomastown, will be auctioned by the Sheriff.

Registered Caveat (Dealing Number AG549671P) and Owners Corporation 1 Plan No. PS526017A affect the said estate and interest. The Sheriff is unable to provide access to this property.

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

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SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 16 October 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Brandon Watts of 176 Settlers Run, Botanic Ridge, sole

proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11188 Folio 835, upon which is erected a house known as 176 Settlers Run, Botanic Ridge, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AH207405N), Registered Caveat (Dealing Number AJ786564P), Covenant PS620695C, Agreement section 173 **Planning and Environment Act 1987** AC755801N, Agreement section 173 **Planning and Environment Act 1987** AC755822E, Agreement section 173 **Planning and Environment Act 1987** AD986828S, Agreement section 173 **Planning and Environment Act 1987** AE534961F and Agreement section 173 **Planning and Environment Act 1987** AE992689L the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

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SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 23 October 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Kristina Furian of Unit 4, 4-6 Ruddville Avenue, Korumburra, as shown on Certificate of Title as Kristina Anne Furian, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09440 Folio 585, upon which is erected a unit and known as Unit 4, 4 Ruddville Avenue, Korumburra, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AH746427T) and Owners Corporation Plan No. RP012659 affect the said estate and interest. The Sheriff is unable to provide access to this property.



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

Refer RACV VicRoads Country Directory Edition 7 709 Q 10.

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 23 October 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Brian David Jackson of 4 Victor Street, Beaumaris, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10397 Folio 028, upon which is erected a brick factory and known as Unit 4, 30 Cochranes Road, Moorabbin will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AE454481Q and AH274626R), Registered Caveat (Dealing Number AJ980562L), Registered Caveat (Dealing Number AK012744Y), Registered Caveat (Dealing Number AL091210J) and Owners Corporation Plan No. PS416738A affect the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 23 October 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Vasko Borison Tasevski of 15 Como Avenue, Burnside Heights, as shown on Certificate of Title as Vasko Tasevski, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10813 Folio 230, upon which is erected a residential dwelling and known as 15 Como Avenue, Burnside Heights, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AF812016S), Registered Caveat (Dealing Number AK496796Y), Registered Caveat (Dealing Number AK611130W), Registered Caveat (Dealing Number AK899473D), Covenant AD021902S and Agreement section 173 **Planning and Environment Act 1987** AB882668K affect the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 13 November 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Lu Zhang of Apartment 6, 8 Berkeley Street, Doncaster, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11347 Folio 886, upon which is erected a residential apartment and known as Apartment 6, 8 Berkeley Street, Doncaster, will be auctioned by the Sheriff.

Owners Corporation 1 Plan No. PS629591R affects the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 13 November 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Zhong Hua Zhang of Apartment 204, 8 Berkeley Street, Doncaster, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11347 Folio 919, upon which is erected a residential apartment and known as Apartment 204, 8 Berkeley Street, Doncaster, will be auctioned by the Sheriff.

Owners Corporation 1 Plan No. PS629591R affects the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 13 November 2014 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Xin Mei Zhou of Apartment 313, 8 Berkeley Street, Doncaster, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11347 Folio 946, upon which is erected a residential apartment and known as Apartment 313, 8 Berkeley Street, Doncaster, will be auctioned by the Sheriff.

Owners Corporation 1 Plan No. PS629591R affects the said estate and interest. The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

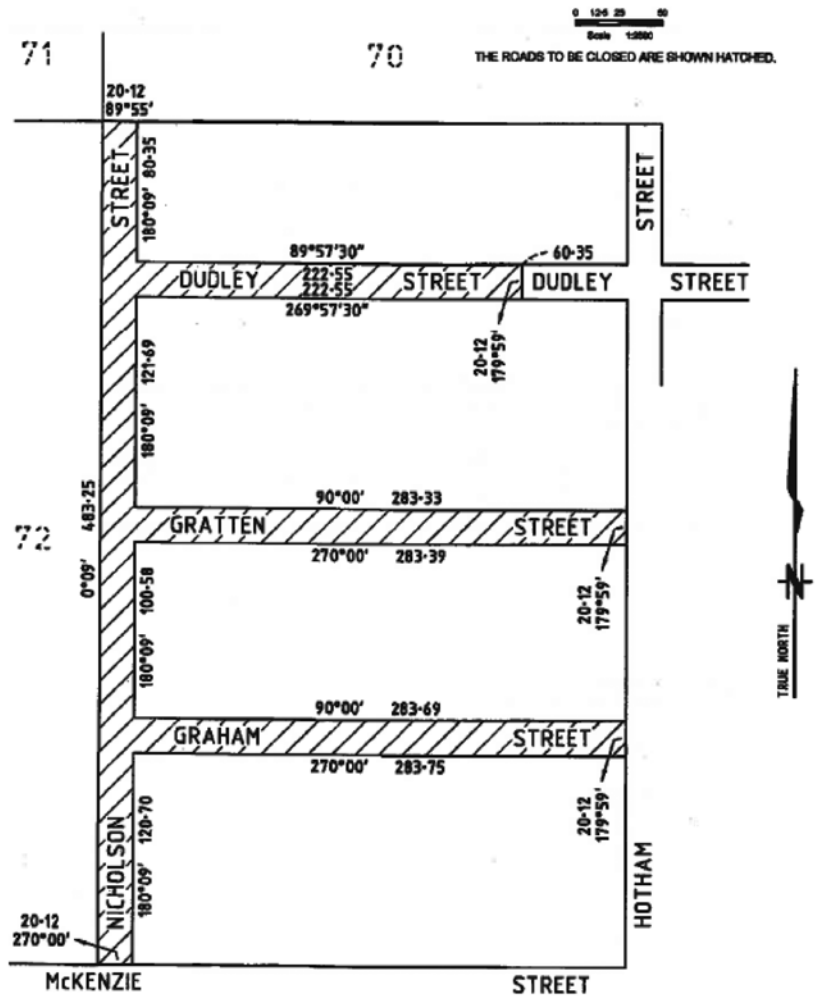
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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**



**ROAD DISCONTINUANCE**

Pursuant to section 206(1) and Clause 3(a) of Schedule 10 of the **Local Government Act 1989** ('the Act'), the Campaspe Shire Council, at its ordinary meeting held on 16 October 2012, having received no submissions under section 223 of the Act, resolved to discontinue the roads in Rochester shown hatched on the plan below to enable a future subdivision and the continued farming of the remaining land. The land will be transferred to the adjoining property. Council will retain an easement interest in part of the land.



**MITCHELL SHIRE COUNCIL**



**DECLARATION OF A PUBLIC ROAD – JONES ROAD**

Pursuant to section 11(1) of the **Road Management Act 2004** ('the Act'), Mitchell Shire Council, at its meeting held on 25 August 2014, declared that the designated access leading south west from English Road, Broadford, as indicated on the plan below, be a public road known as Jones Road, Broadford, for the purposes of the Act from the date of publication of this notice.



REBECCA McKENZIE  
Chief Executive Officer

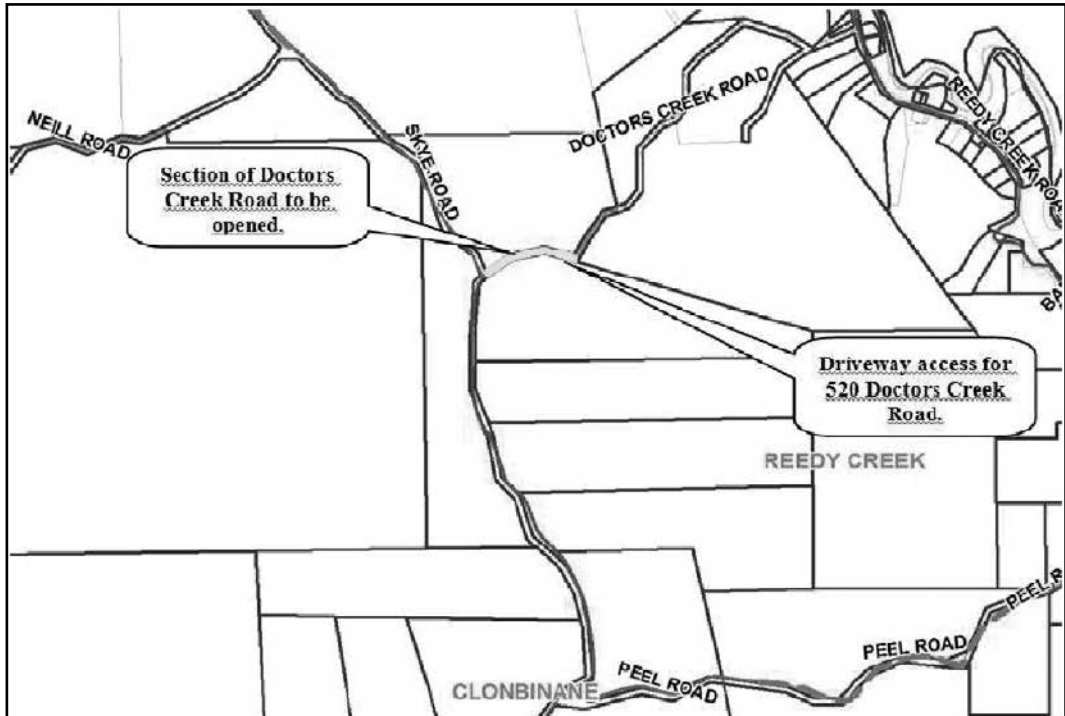
**MITCHELL SHIRE COUNCIL**



**ROAD OPENING**

**Doctors Creek Road (Part) Clonbinane**

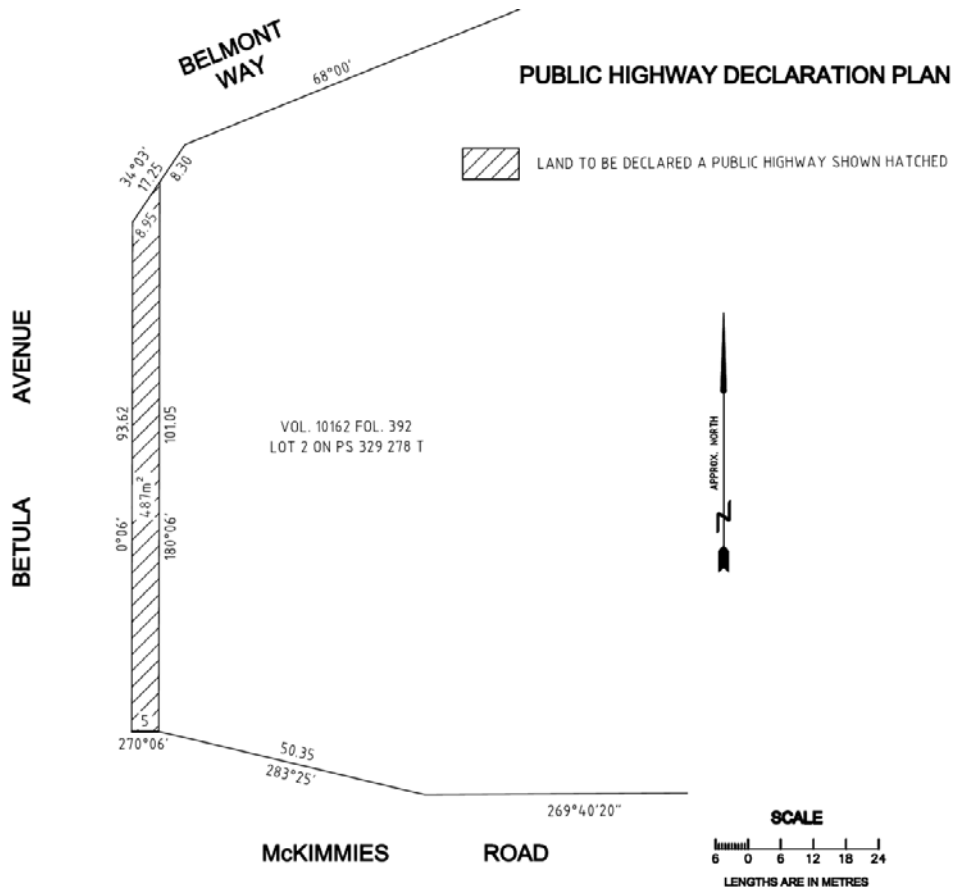
The Council, at its meeting on 28 July 2014, resolved pursuant to the provisions of section 204 and Clause 2 of the **Local Government Act 1989** to open Doctors Creek Road (Part), Clonbinane, to public traffic as shown on the plan below.



REBECCA McKENZIE  
Chief Executive Officer

WHITTLESEA CITY COUNCIL  
Public Highway Declaration of Road

Pursuant to section 204(1) of the **Local Government Act 1989** (Act), the Whittlesea City Council at its Ordinary Meeting on 27 May 2014, resolved to declare the road shown hatched on the attached plan below and being part of the land contained in Certificate of Title Volume 10162 Folio 392, known as 328–338 McKimmies Road, Mill Park, to be a public highway for the purposes of the Act.



DAVID TURNBULL  
Chief Executive Officer

CARDINIA SHIRE COUNCIL  
Proposed Environment, Amenity and  
Asset Protection Local Law

Notice is hereby given that the Cardinia Shire Council proposes to make a new Environment, Amenity and Asset Protection Local Law to replace the current Protection of Council Assets and Control of Building Sites Local Law and the Environment and Amenity Issues Local Law that ceases to operate in December 2015.

The purposes and general purport of the Local Law are to:

- provide for the peace order and good government of the Cardinia Shire Council;
- promote a physical and social environment in the municipal district free from hazards to health and safety and to prevent and suppress nuisances which may adversely affect persons;
- prohibit, regulate and control activities which may be dangerous or unsafe or detrimental to the quality of life, the environment and the amenity of the municipality;
- prohibit, regulate and control access to and behavior in municipal places, buildings, recreation centres and reserves, and to protect public assets vested in Council;
- define the standards to which persons engaged in building work should adhere, which aims to minimise the impact of building activities in respect of hazards to health and safety, the presence and disposal of builders refuse, rubbish and soil, stormwater and other pollution; and
- provide for the consistent application and enforcement of this Local Law.

Copies of the proposed Local Law can be obtained from the Cardinia Shire Council Offices, Henty Way, Pakenham, or by contacting Customer Service on 1300 787 624. The documents also appear on Council's website at [www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

Any person affected by the proposed local law may make a written submission in accordance with the provisions of section 223 of the **Local Government Act 1989**. Submissions should be lodged within 60 days of the publication of this notice and should be forwarded to PO Box 7, Pakenham 3810.

Persons making a submission should state whether they wish to be heard in support of their submission. Any person who has made a written submission and requested to be heard will be given the opportunity to address a meeting of the Council or Committee appointed for the purpose and will be advised of the time and place for that meeting.

Submissions are not confidential and will be incorporated in full (including all personal information) into the agenda and minutes of the Council Meeting at which they are considered, will be available on Council's website as part of the relevant agenda and minutes of meeting, and will be made available for public inspection in accordance with all applicable statutory requirements including, without limitation, those prescribed by the Act.

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COLAC OTWAY SHIRE

Notice of Proposed Local Law No. 4 – Governance

Notice is hereby given that Council at its meeting on 27 August 2014 resolved to give public notice of its proposed Local Law No. 4, 2014 – Governance.

The purpose and general purport of the proposed Local Law No. 4 2014 is to:

- (1) provide a mechanism to facilitate good governance of the Colac Otway Shire Council through its formal meeting procedure to ensure effective and efficient Council decisions are made in a manner which acknowledges the role of local government within the Australian system of Government;
- (2) regulate the use of council's common seal;
- (3) regulate and control the election of mayor and deputy mayor;
- (4) regulate proceedings at council meetings, special committee meetings, advisory committee meetings and other meetings conducted by or on behalf of council where council has resolved that the provisions of this Local Law are to apply;

- (5) promote and encourage community participation in the government of the council; and
- (6) revoke Local Law No. 4 of 2009 – meeting procedures and common seal Local Law.

A copy of the proposed Local Law is available from the customer service centres at 2–6 Rae Street, Colac, or 69 Nelson Street, Apollo Bay, or council's website at [www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

Any person affected by the proposed Local Law may make a submission under the provisions of section 223 of the **Local Government Act 1989**. Submissions must be in writing and addressed to the Chief Executive Officer, Colac Otway Shire, PO Box 283, Colac 3250, and be received by the close of business on Friday 17 October 2014.

A person making a written submission and requesting that they be heard in support of their submission is entitled to appear in person or by a person acting on their behalf at 1 pm on Wednesday 12 November 2014.

For further enquiries, please contact Colin Hayman, General Manager Corporate and Community Services on 5232 9400.

SUE WILKINSON  
Chief Executive Officer

### Planning and Environment Act 1987

#### ALPINE PLANNING SCHEME

#### Notice of Preparation of Amendment

#### Amendment C38

The Alpine Shire Council has prepared Amendment C38 to the Alpine Planning Scheme.

The land affected by the Amendment is:

Lots 1 and 2	PS705744U
Lot 1	LP146156S
Lots B and C and Reserve 1	PS701053V
Lots 1, 2, 3, 4, and Part of Lot S2	PS549580R
Lots 1 and C	PS420780C
Lot 6	LP146156S

The Amendment proposes to make changes to the Alpine Planning Scheme to implement the Master Plan for the Mount Beauty Airfield.

It inserts a new local planning policy at Clause 22.01; inserts a new Schedule 5 to the Special Use Zone; rezones land from Industrial 1 Zone to the Special Use Zone – Schedule 5; rezones land from Farming Zone to the Special Use Zone – Schedule 5; rezones land from Public Use Zone to the Special Use Zone – Schedule 5; and rezones land from Farming Zone to the Public Conservation and Resource Zone and applies the Environmental Audit Overlay to part of the 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 office of the planning authority, Alpine Shire Council, Bright Office, 2 Churchill Avenue, Bright, Victoria 3741; Mount Beauty Service Centre, 61 Lakeside Avenue, Mount Beauty, Victoria 3699; Myrtleford Service Centre, 14 O'Donnell Avenue, Myrtleford, Victoria 3737; and at the Department of Transport, Planning and Local Infrastructure website, [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection)

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 13 October 2014.

A submission must be sent to: Submissions – Alpine C38, Development Services and Amenity, Alpine Shire Council, PO Box 139, Bright, Victoria 3741, or via email to: [submissions@alpineshire.vic.gov.au](mailto:submissions@alpineshire.vic.gov.au)

NICK VLAHANDREAS  
Manager  
Development Services and Amenity  
Alpine Shire Council



**Planning and Environment Act 1987**  
**CORANGAMITE PLANNING SCHEME**  
 Notice of Preparation of Amendment  
 Amendment C37

The Corangamite Shire Council has prepared Amendment C37 to the Corangamite Planning Scheme.

The land affected by the Amendment is Lot 1 TP545022.

The Amendment proposes to rezone the Naroghid Regional Landfill Facility from Farming Zone to the Special Use Zone. Schedule 10 to the Special Use Zone will also be introduced.

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, Corangamite Shire Council at 181 Manifold Street, Camperdown 3260; or at the Department of Transport, Planning and Local Infrastructure website, [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection)

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is Monday 13 October 2014. A submission must be sent to the Corangamite Shire Council, PO Box 84, Camperdown, Victoria 3260.

ANDREW MASON  
 Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the unmentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 17 November 2014, 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.

BOZSAN, Ilona, late of Arpad Elderley Welfare Society Inc., 9 Garrisson Grove, Wantirna, Victoria 3152, deceased, who died on 17 August 2013.

DESCHAMPS, Eileen Agnes, late of Feversham House, 27 Shierlaw Avenue, Canterbury, Victoria 3126, retired, deceased, who died on 14 June 2014.

McPHERSON, Alexander Colin, late of 9 Rythdale Court, Glen Waverley, Victoria 3150, deceased, who died on 11 July 2014.

MOLONEY, Elizabeth Lesley, late of 12 Dredge Street, Reservoir, Victoria 3073, pensioner, deceased, who died on 29 June 2014.

NAGLER, Lia Judith also known as Judith Nagler and Judy Nagler, late of 17 Hawsleigh Avenue, St Kilda East, Victoria 3183, deceased, who died on 27 November 2013.

NICHOLAS, Jenifer Rose, late of 2 William Drive, Kangaroo Flat, Victoria 3555, retired, deceased, who died on 25 April 2014.

VINCENT, Raymond Alfred, late of Flat 3, 12 Fitzgibbon Avenue, Brunswick West, Victoria 3055, deceased, who died on 8 April 2014.

Dated 8 September 2014

STEWART MacLEOD  
 Manager

**EXEMPTION**

Application No. H172/2014

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Bogong Outdoor Education Centre (the applicant). The application for exemption is to enable the applicant to advertise for and employ only a woman in the role of outdoor education teacher at the applicant's residential school (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of David Andrew Cavicchiolo, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant school is a prep to year 12 state government school comprising two campuses: the 15 Mile Creek Campus near Benalla and the Bogong Campus situated at the base of the Victorian Alps in Bogong Village. It is a residential school which operates all year during Victorian school terms. The school has staff overnight out in the field for 30 camping nights and at least 15 of those nights requires a female staff member to be present.
- Outdoor education teachers, male and female, are required to undertake a range of work, including directing the teaching of individuals and groups of students during the day, overnight and on weekends; contributing to the maintenance, development and implementation of the curriculum; maintaining a caring and supportive environment for students; and undertaking non-teaching supervisory roles.
- The need for female teachers arises in part from a Department of Education and Early Childhood Development policy which requires that, on overnight stays for mixed genders, at least one person of each sex is to be present. The applicant's current teaching workforce of 7.5 full-time equivalent staff includes only two females and so the applicant cannot currently meet that policy requirement. The applicant also notes that students learn through role models and believes that it is important to model female teachers in the field of outdoor education and promote opportunities that are available.
- While section 28 of the Act creates an exception which allows for the employment of persons with a certain attribute (such as being women only) where a service for special needs is offered, I am not satisfied that the applicant school falls within the definition of a special needs service. While sections 25 and 26 also create exceptions which may apply in respect of aspects of the outdoor education teacher role, I am not satisfied that there is sufficient evidence before the Tribunal to conclude one or other clearly applies. As no exception or current exemption already applies to the exempt conduct, in the absence of an exemption the exempt conduct would amount to prohibited discrimination.

- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of men who would wish to be employed in the outdoor education teacher role. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 10 September 2019.

Dated 1 September 2014

A. DEA  
Member

Department of Treasury and Finance

SALE OF CROWN LAND  
BY PUBLIC AUCTION

on Saturday 4 October 2014  
at 11.00 am on site

**Reference:** F14/4950.

**Address of Property:** Nott Road, Ararat 3377.

**Crown Description:** Crown Allotment 5A,  
Section 123, Township and Parish of Ararat.

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

**Area:** 1.064 ha.

**Officer Co-ordinating Sale:** Garry McKenzie,  
Garry McKenzie & Associates Pty Ltd,  
206 Doveton Street South, Ballarat, Victoria  
3350.

**Selling Agent:** First National Real Estate Ararat,  
179 Barkly Street, Ararat, Victoria 3377.

GORDON RICH-PHILLIPS MLC  
Assistant Treasurer

Department of Treasury and Finance

SALE OF CROWN LAND  
BY PUBLIC AUCTION

on Friday 17 October 2014 at 1.30 pm on site

**Reference:** F13/1349.

**Address of Property:** 2 Ward Street, Cann River.

**Crown Description:** Crown Allotment 1A,  
Section 3, Township of Cann River, Parish  
of Noorinbee.

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

**Area:** 1,453 m<sup>2</sup>.

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

**Selling Agent:** First National King & Heath,  
591 The Esplanade, Lakes Entrance, Victoria  
3909.

GORDON RICH-PHILLIPS MLC  
Assistant Treasurer

Department of Treasury and Finance

SALE OF CROWN LAND  
BY PUBLIC TENDER

Tenders close Wednesday 8 October 2014  
at 2 pm at the offices of the Department of  
Treasury and Finance, Mail Centre, Basement,  
1 Treasury Place, Melbourne

**Reference:** F13/5077.

**Address of Property:** Corner of Barton Street  
& Anakie Road, Bell Park.

**Crown Description:** Crown Allotment 2091,  
Parish of Moorpanyal.

**Terms of Sale:** 1% on lodgement, 9% on  
acceptance, balance in 60 days or earlier by  
mutual agreement.

**Area:** 1.023 ha.

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

**Selling Agent:** Barry Plant Geelong, 116 Ryrrie  
Street, Geelong, Victoria 3220.

GORDON RICH-PHILLIPS MLC  
Assistant Treasurer

**Adoption Act 1984**

Under the functions and powers assigned to me by the Secretary, Department of Human Services, under section 17(5) of the **Children, Youth and Families Act 2005** in relation to section 5 of the **Adoption Act 1984**, I, Angela Connors, revoke the following person under section 5(1) and section 5(2)(b) of the Act as approved counsellor for the purpose of section 35 of the Act.

Ms Jeneice Robertson, Child and Family Services Ballarat Inc., 115 Lydiard Street North, Ballarat 3350.

ANGELA CONNORS  
A/Deputy Secretary  
West Division

**Agent-General and Commissioners for  
Victoria Act 2007**

I, Louise Asher, Minister for Innovation, under section 11(1) of the **Agent-General and Commissioners for Victoria Act 2007**, direct the Commissioner for Victoria, Mr Tim Dillon, to perform functions and carry out duties under the Act in the post territory of China, based in Shanghai from 8 September 2014.

Dated 3 September 2014

THE HON. LOUISE ASHER MP  
Minister for Innovation

**Agent-General and Commissioners for  
Victoria Act 2007**

I, Louise Asher, Minister for Innovation, under section 11(1) of the **Agent-General and Commissioners for Victoria Act 2007**, direct the Commissioner for Victoria, Mr Adam Cunneen, to perform functions and carry out duties under the Act in the post territory of Japan, based in Tokyo from 8 September 2014.

Dated 3 September 2014

THE HON. LOUISE ASHER MP  
Minister for Innovation

**Building Act 1993**

BUILDING REGULATIONS 2006

Notice of Accreditation

Pursuant to Part 14 of the Building Regulations 2006 a Certificate of Accreditation (Number V14/02) has been issued to WC Innovations, 13 Horscroft Place, Moorabbin,

Victoria 3189, by the Victorian Building Authority for the Exeloo, Duraclenz Touch Free Sensor Operated Basin installed in Model 01 Titan 21 Exeloo.

The Building Regulations Advisory Committee appointed under Division 4 of Part 12 of the **Building Act 1993** after examination of an application for the accreditation of Duraclenz Touch Free Sensor Operated Basin as suitable as accessible fixture and fitting within a standalone automated toilet facility, has determined that Duraclenz Touch Free Sensor Operated Basin complies with the following Performance Requirements:

FP2.1 of Volume One

of the National Construction Code Series – Building Code of Australia 2014, as adopted by the Building Regulations 2006, to the extent that the Clause refers to the circulation space required for fixtures and fittings.

Conditions for use are provided on the Certificate.

KATHERINE KOLAR  
Secretary

Building Regulations Advisory Committee

**Electoral Act 2002**

APPLICATION FOR REGISTRATION OF  
A POLITICAL PARTY

In accordance with section 49 of the **Electoral Act 2002**, I hereby give notice of the following application for registration of a political party.

Name of party: Voice for the West.

Abbreviation of party name: Voice.

Name of proposed registered officer: Vern Hughes.

Address of proposed registered officer:  
30 Wilkins Street, Yarraville 3013.

The application is signed by the secretary of the party.

Any person who believes that the party should not be registered because:

- it is not an eligible political party under the provisions of Part 4 of the Act;
- the application is not properly completed as required under section 45 of the Act; or

- the party's name is not allowable under section 47 of the Act,

may object by writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 13 October 2014.

Details of any objections will be made available to the applicant.

Enquiries to: Paul Thornton-Smith on telephone 8620 1187.

Dated 9 September 2014

WARWICK GATELY AM  
Victorian Electoral Commission

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of the land in Consolidation 158206A, Parish of Alexandra, comprising 1644.0 square metres and being land described in Certificate of Title Volume 09631 Folio 892, shown as Parcel 1 on Survey Plan 23101.

**Interest Acquired:** That of William Raymond Warne and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed NATALIE LAWLOR

Name Natalie Lawlor

Dated 11 September 2014

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

ORIGIN ENERGY ELECTRICITY LIMITED (ABN 33 071 052 287),  
ORIGIN ENERGY RETAIL LIMITED (ABN 22 078 868 425) AND  
ORIGIN ENERGY (VIC.) PTY LTD (ABN 11 086 013 283)

Effective 13 October 2014

**Terms and conditions for standard retail contracts****PREAMBLE**

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

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

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

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

**Note for Victorian customers:** There are no gas customer connection contracts in Victoria.

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

**1. THE PARTIES**

This contract is between:

- Origin Energy Electricity Limited (ABN 33 071 052 287) in relation to the sale of electricity; or
- Origin Energy Retail Limited (ABN 22 078 868 425) in relation to the sale of gas in and around Mildura; or
- Origin Energy (Vic.) Pty Ltd (ABN 11 086 013 283) in relation to the sale of gas in all other areas of Victoria,

who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and  
You, the customer to whom this contract applies (in this contract referred to as 'you' or 'your').

**2. DEFINITIONS AND INTERPRETATION**

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

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

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

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

#### **3.2 Application of these terms and conditions**

These terms and conditions apply to you if:

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

#### **3.3 Electricity or gas**

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

### **4. WHAT IS THE TERM OF THIS CONTRACT?**

#### **4.1 When does this contract start?**

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

#### **4.2 When does this contract end?**

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

#### **4.3 Vacating your premises**

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.

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

## 5. SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

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

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

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

**Note for Victorian customers:** There are no gas customer connection contracts in Victoria.

## 6. YOUR GENERAL OBLIGATIONS

### 6.1 Full information

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

### 6.2 Updating information

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

### 6.3 Life support equipment

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

### 6.4 Obligations if you are not an owner

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

## 7. OUR LIABILITY

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the

acts of other persons (such as your distributor), including at the direction of a *relevant authority*.

- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

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

## 8. PRICE FOR ENERGY AND OTHER SERVICES

### 8.1 What are our tariffs and charges?

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

**Note:**

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

### 8.2 Changes to tariffs and charges

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

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

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

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

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

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

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

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



## 8.6 GST

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

## 9. BILLING

### 9.1 General

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

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

### 9.2 Calculating the bill

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

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

### 9.3 Estimating the energy usage

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

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

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

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

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

#### **9.5 Bill smoothing**

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

### **10. PAYING YOUR BILL**

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

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

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

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

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

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

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

##### **Not applicable**

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

### **11. METERS**

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

### **12. UNDERCHARGING AND OVERCHARGING**

#### **12.1 Undercharging**

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and

- (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

## 12.2 Overcharging

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

## 12.3 Reviewing your bill

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

<p><b>Note for Victorian customers:</b> Customers in Victoria are not required to pay for a meter check or test in advance.</p>
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- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## 13. SECURITY DEPOSITS

### 13.1 Security deposit

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

### 13.2 Interest on security deposits

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

### 13.3 Use of a security deposit

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

- (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 *business days*.

#### 13.4 Return of security deposit

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

### 14. DISCONNECTION OF SUPPLY

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

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

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

#### 14.2 Notice and warning of disconnection

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

#### 14.3 When we must not arrange disconnection

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

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

- (ii) on a Friday or the day before a public holiday; or
- (iii) on a weekend or a public holiday; or
- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or

- (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

**Note for Victorian customers:** Paragraph (v) does not apply in Victoria.

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

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

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

## 15. RECONNECTION AFTER DISCONNECTION

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

## 16. WRONGFUL AND ILLEGAL USE OF ENERGY

### 16.1 Use of energy

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

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

## 17. NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

- (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 *business days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## **18. PRIVACY ACT NOTICE**

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

## **19. COMPLAINTS AND DISPUTE RESOLUTION**

### **19.1 Complaints**

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

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

### **19.2 Our obligations in handling complaints**

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

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

## **20. FORCE MAJEURE**

### **20.1 Effect of force majeure event**

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

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

### **20.2 Deemed prompt notice**

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

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

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

### **20.4 Settlement of industrial disputes**

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

**21. APPLICABLE LAW**

The laws of Victoria govern this contract.

**22. RETAILER OF LAST RESORT EVENT**

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

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

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

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

**23.2 Amending this contract**

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

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

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

**Simplified explanation of terms**

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

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

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

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

**Note for Victorian customers:** There are no gas customer connection contracts in Victoria.

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

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

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

**Note for Victorian customers:** In Victoria, **Electricity Industry Act** means the **Electricity Industry Act 2000**.

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

**energy** means electricity or gas;

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

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

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

**Note for Victorian customers:** In Victoria, **Gas Industry Act** means the **Gas Industry Act 2001**.

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

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

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

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

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

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

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

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

**small customer** means:

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

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

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



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

I, Andrew Morrow, Fire and Land Regional Manager, Barwon South West, Department of Environment and Primary Industries, make the following determination under section 57U of the **Forests Act 1958**.

**Definitions**

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

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

**Determination**

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

**Table – Firewood collection areas**

<b>Item no.</b>	<b>Column 1 LEGL no.</b>	<b>Column 2 DEPI region</b>	<b>Column 3 DEPI district</b>	<b>Column 4 Name of Firewood Collection Area</b>	<b>Column 5 Opening date</b>	<b>Column 6 Closing date</b>
1	LEGL./14-493	Barwon South West	Far South West	Doorodong/Morans Rd	12/09/2014	30/11/2014
2	LEGL./14-494	Barwon South West	Far South West	Coffees Lane	12/09/2014	30/11/2014
3	LEGL./14-495	Barwon South West	Far South West	Myamyn Rd	12/09/2014	30/11/2014
4	LEGL./14-496	Barwon South West	Far South West	New Road South	12/09/2014	30/11/2014
5	LEGL./14-497	Barwon South West	Far South West	Oakbank	12/09/2014	30/11/2014
6	LEGL./14-498	Barwon South West	Far South West	Gee Road	12/09/2014	30/11/2014
7	LEGL./14-499	Barwon South West	Far South West	Corndale–Long Lead Track Frb	12/09/2014	30/11/2014
8	LEGL./14-500	Barwon South West	Far South West	Nangeela–Tulich Road Frb	12/09/2014	30/11/2014
9	LEGL./14-501	Barwon South West	Far South West	Drajurk–Martins Rd Frb	12/09/2014	30/11/2014
10	LEGL./14-502	Barwon South West	Far South West	Cobboboonee Fp–Fish Holes Rd Frb	12/09/2014	30/11/2014
11	LEGL./14-503	Barwon South West	Far South West	Gorae–Portland Nelson Rd Frb	12/09/2014	30/11/2014

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	DEPI region	DEPI district	Name of Firewood Collection Area	Opening date	Closing date
12	LEGL./14-504	Barwon South West	Far South West	Cobboboonee–T And W / Boiler Swamp Rd Frb	12/09/2014	30/11/2014
13	LEGL./14-505	Barwon South West	Far South West	Cobboboonee–Wrights Swamp / Boiler Swamp Rd Frb	12/09/2014	30/11/2014
14	LEGL./14-506	Barwon South West	Far South West	Corndale–McCombes Track FRB	12/09/2014	30/11/2014
15	LEGL./14-507	Barwon South West	Far South West	Tower Road–Mt Clay	12/09/2014	30/11/2014
16	LEGL./14-508	Barwon South West	Far South West	Back Road	12/09/2014	30/11/2014
17	LEGL./14-509	Barwon South West	Far South West	Annya–Loftus Rd Frb	12/09/2014	30/11/2014
18	LEGL./14-510	Barwon South West	Far South West	Annya–Loop Rd Frb	12/09/2014	30/11/2014
19	LEGL./14-514	Barwon South West	Otway	Boorook Ground Firewood	12/09/2014	30/11/2014
20	LEGL./14-515	Barwon South West	Otway	Paddys Ground Firewood	12/09/2014	30/11/2014
21	LEGL./14-521	Barwon South West	Otway	Centre Road East Ground Firewood	12/09/2014	30/11/2014
22	LEGL./14-522	Barwon South West	Otway	Centre Road Ground Firewood	12/09/2014	30/11/2014
23	LEGL./14-523	Barwon South West	Otway	Wichams Track Ground Firewood	12/09/2014	30/11/2014
24	LEGL./14-524	Barwon South West	Otway	Neck Track Ground Firewood	12/09/2014	30/11/2014
25	LEGL./14-525	Barwon South West	Otway	Seaview Rd Ground Firewood	12/09/2014	30/11/2014
26	LEGL./14-526	Barwon South West	Otway	Paddys Swamp Rd Ground Firewood	12/09/2014	30/11/2014
27	LEGL./14-528	Barwon South West	Otway	East West Rd Ground Firewood	12/09/2014	30/11/2014
28	LEGL./14-529	Barwon South West	Otway	Winchelsea Rd Ground Firewood	12/09/2014	30/11/2014
29	LEGL./14-533	Barwon South West	Otway	Westwoods Rd Ground Firewood	12/09/2014	30/11/2014

Item no.	Column 1 LEGL no.	Column 2 DEPI region	Column 3 DEPI district	Column 4 Name of Firewood Collection Area	Column 5 Opening date	Column 6 Closing date
30	LEGL./14-534	Barwon South West	Otway	East Wombete Rd Ground Firewood	12/09/2014	30/11/2014
31	LEGL./14-536	Barwon South West	Otway	Thompipe Ground Firewood	12/09/2014	30/11/2014

**Notes**

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

Dated 8 September 2014

ANDREW MORROW  
Fire and Land Regional Manager  
Barwon South West  
Department of Environment and Primary Industries  
as delegate of the Secretary to the  
Department of Environment and Primary Industries

**Water Act 1989****ESTABLISHMENT OF THE MOYHU SEWERAGE DISTRICT DECLARATION 2014**

I, Adam Fennessy, Secretary, Department of Environment and Primary Industries, as the delegate of the Minister administering the **Water Act 1989**, make the following Declaration:

**1. Citation**

This Declaration is called the Establishment of the Moyhu Sewerage District Declaration 2014.

**2. Authorising Provision**

This Declaration is made under section 122T of the **Water Act 1989**.

**3. Commencement**

This Declaration of the establishment of the district will take effect from the date it is published in the Victoria Government Gazette.

**4. Preliminary**

North East Water Corporation submitted the proposal for the establishment of the Moyhu Sewerage District to the Minister in August 2014. This proposal was approved under section 122S of the **Water Act 1989** as dated below.

**5. Area of Extended and Diminished Water District**

The newly established Moyhu Sewerage District is identified by a red border as indicated on the North East Water Corporation's Plan Number MOY0003. Copies of this plan may be inspected at the office of the North East Water Corporation, located at 83–85 Thomas Mitchell Drive, Wodonga, Victoria 3690.

Dated 3 September 2014

ADAM FENNESSY

Secretary

Department of Environment and Primary Industries  
(as delegate of the Minister)

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**Water Act 1989**

EXTENSION OF THE MOYHU WATER DISTRICT DECLARATION 2014

I, Adam Fennessy, Secretary, Department of Environment and Primary Industries, as the delegate of the Minister administering the **Water Act 1989**, make the following Declaration:

**1. Citation**

This Declaration is called the Extension of the Moyhu Water District Declaration 2014.

**2. Authorising Provision**

This Declaration is made under section 122T of the **Water Act 1989**.

**3. Commencement**

This Declaration of the extension of the district will take effect from the date it is published in the Victoria Government Gazette.

**4. Preliminary**

North East Water Corporation submitted the proposal for the extension of the Moyhu Water District to the Minister in August 2014. This proposal was approved under section 122S of the **Water Act 1989** as dated below.

**5. Area of Extended and Diminished Water District**

The Moyhu Water District is extended by a red border as indicated on the North East Water Corporation's Plan Number MOY0004. Copies of this plan may be inspected at the office of the North East Water Corporation, located at 83–85 Thomas Mitchell Drive, Wodonga, Victoria 3690.

Dated 3 September 2014

ADAM FENNESSY

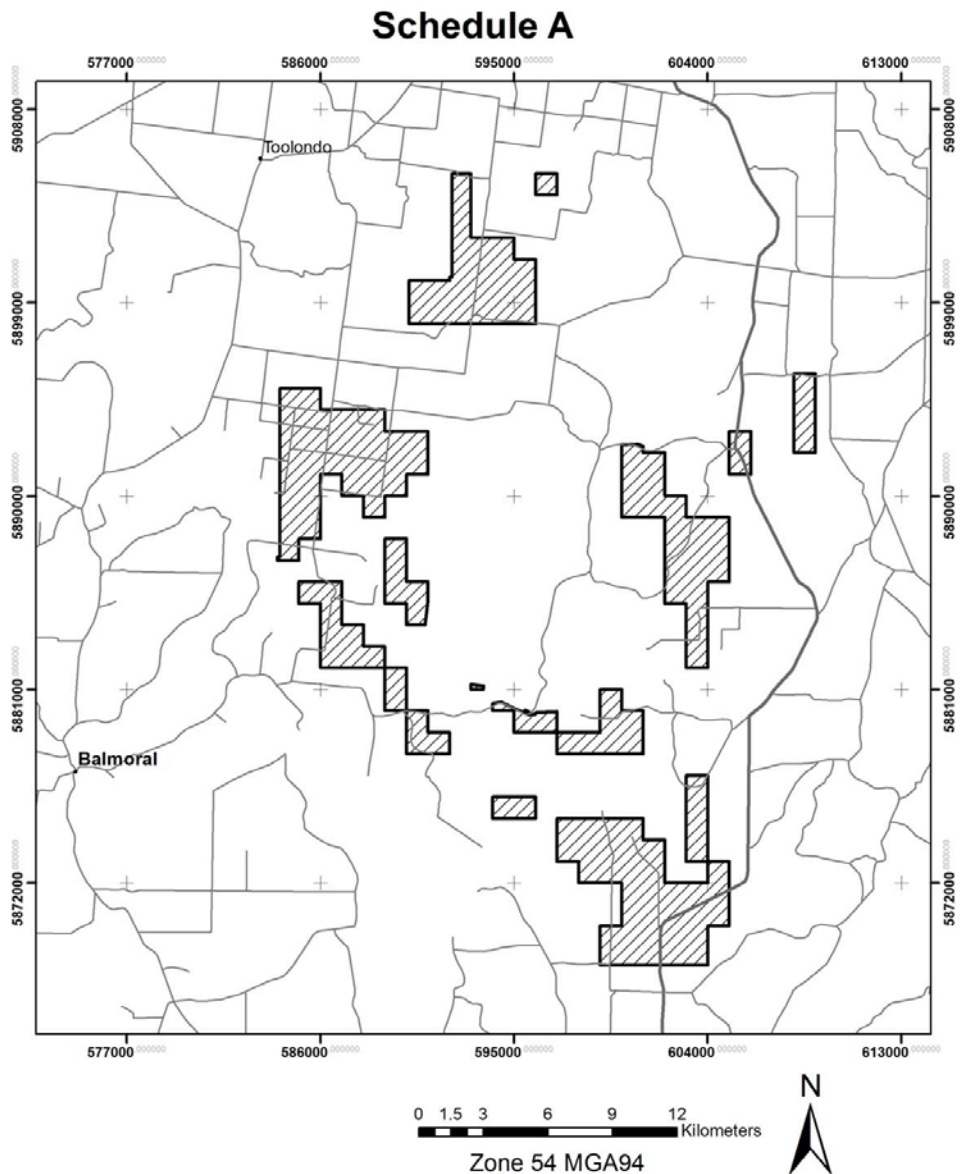
Secretary

Department of Environment and Primary Industries  
(as delegate of the Minister)

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**Mineral Resources (Sustainable Development) Act 1990**  
EXEMPTION OF LAND FROM AN EXPLORATION, MINING,  
RETENTION OR PROSPECTING LICENCE

I, Kylie White, Executive Director, Earth Resources Regulation, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation of the Minister for Energy and Resources, hereby exempt all that land situated within the boundaries of hatched area on attached Schedule A.



Dated 8 September 2014

KYLIE WHITE  
Executive Director, Earth Resources Regulation

AGREEMENT FOR THE MELBOURNE CITY LINK AND  
AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT

Notice under Schedule 4 of the Agreement for Integrating and Facilitating the Project and the Exhibition Street Extension Project between the Crown in right of the State of Victoria, CityLink Melbourne Limited, Transurban Infrastructure Management Limited and City Link Extension Pty Limited (the 'IFA') (as substituted for (and as if incorporated in lieu of) Schedule 3 of the Agreement for the Melbourne City Link between the Crown in right of the State of Victoria, CityLink Melbourne Limited and Transurban Infrastructure Management Limited (the 'Concession Deed') and Schedule 1 of the Agreement for the Exhibition Street Extension Project between the Crown in right of the State of Victoria and City Link Extension Pty Limited ('the ESEP Deed')).

CityLink Melbourne Limited (ABN 65 070 810 678) (for itself and as agent of City Link Extension Pty Limited (ABN 40 082 058 615)) ('CityLink Melbourne') gives notice of the following Charge Tolls, Maximum Charge Tolls, Day Tolls, Taxi Tolls and Taxi Day Tolls for the Melbourne City Link and the Exhibition Street Extension:

**Schedule of Charge Tolls and Maximum Charge Tolls**

**Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	<b>Car</b>	<b>Light Commercial Vehicle</b>	<b>Heavy Commercial Vehicle</b>	<b>Motor Cycle</b>
<b>Tollable Section</b>				
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	2.17	3.48	4.13	1.09
Western Link Section 1, between Racecourse Road and Dynon Road	2.17	3.48	4.13	1.09
Western Link Section 2, between Footscray Road and West Gate Freeway	2.72	4.35	5.16	1.36
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	2.72	4.35	5.16	1.36
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	4.89	7.82	9.29	2.44
Southern Link Section 1, between Burnley Street and Punt Road, and including that part of Southern Link Section 1:	2.17	3.48	4.13	1.09
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	2.17	3.48	4.13	1.09
Southern Link Section 1, between Glenferrie Road and Burnley Street	2.17	3.48	4.13	1.09
Southern Link Section 5, between Burnley Street and Glenferrie Road	2.17	3.48	4.13	1.09
Exhibition Street Extension	1.36	2.17	2.57	0.68

Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.36	2.17	2.57	0.68
(a) that part of Southern Link Section 1:				
(i) between Punt Road and the exit to Boulton Parade; and				
(ii) comprising Boulton Parade; and				
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road				
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.36	2.17	2.57	0.68

## Notes:

- When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
- When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
- A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
- In this table:
  - ‘Boulton Parade’ includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;
  - ‘Burnley Tunnel’ means the eastbound tunnel between Sturt Street and Burnley Street;
  - ‘Domain Tunnel’ means the westbound tunnel between Punt Road and Sturt Street; and
  - ‘Swan Street Intersection’ means the intersection between Swan Street and Batman Avenue.

**Maximum Charge Tolls (\$/vehicle)**

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 6.00 am and 8.00 pm	8.15	10.86	10.86	4.07
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 8.00 pm and 6.00 am	8.15	8.15	8.15	4.07



**Day Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Day Toll</b>	15.60	25.00	29.70	7.80

**Taxi Tolls (\$/Taxi)**

<b>Trip</b>	<b>Taxi Toll</b>
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	5.30
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and/or Exhibition Street Extension*** and no other Tollable Sections	5.30
Trips involving use of Tollable Sections which comprise both the Western Link* and either or both of the Southern Link** and the Exhibition Street Extension***	7.80

\* The Western Link comprises the following three Tollable Sections:

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
2. Western Link Section 1, between Racecourse Road and Dynon Road.
3. Western Link Section 2, between Footscray Road and West Gate Freeway.

\*\* The Southern Link comprises the following eight Tollable Sections:

1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.
2. Southern Link Section 1, between Burnley Street and Punt Road, and including that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.
3. Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street.
4. Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.
5. Southern Link Section 1, between Glenferrie Road and Burnley Street.
6. Southern Link Section 5, between Burnley Street and Glenferrie Road.
7. Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:
  - (a) that part of Southern Link Section 1:
    - (i) between Punt Road and the exit to Boulton Parade; and
    - (ii) comprising Boulton Parade; and

(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road.

8. Southern Link Section 5, between Swan Street Intersection and Punt Road.

\*\*\* The Exhibition Street Extension comprises the following Tollable Section:

1. Exhibition Street Extension.

**Taxi Day Tolls (\$/Taxi)**

<b>Taxi</b>	<b>Taxi Day toll</b>
Metropolitan Taxi	15.60
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 31 December 2014.

Capitalised terms in this notice that are defined in:

- (a) the Concession Deed have, subject to paragraph (b), that meaning in this notice;
- (b) the ESEP Deed have that meaning in this notice, but only to the extent that the provision applies to the ESEP Deed, subject to the provisions of the IFA.

A. L. STREET  
 Company Secretary  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

V. E. VASSALLO  
 Director  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

**AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT**

Notice under Schedule 1 of the Agreement for the Exhibition Street Extension Project between the Crown in right of the State of Victoria and City Link Extension Pty Limited (the 'ESEP Deed').

City Link Extension Pty Limited (ABN 40 082 058 615) ('Cleppo') gives notice of the following Charge Tolls for the Exhibition Street Extension:

**Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	<b>Car</b>	<b>Light Commercial Vehicle</b>	<b>Heavy Commercial Vehicle</b>	<b>Motor Cycle</b>
<b>Tollable Section</b>				
Exhibition Street Extension	1.36	2.17	2.57	0.68

Cleppo intends that these Charge Tolls will first apply in the quarter ending 31 December 2014.

Capitalised terms in this notice that are defined in the ESEP Deed have the same meaning as given by the ESEP Deed.

A. L. STREET  
 Company Secretary  
 City Link Extension Pty Limited  
 ABN 40 082 058 615

V. E. VASSALLO  
 Director  
 City Link Extension Pty Limited  
 ABN 40 082 058 615

**AGREEMENT FOR THE MELBOURNE CITY LINK**

Notice under Schedule 3 of the Agreement for the Melbourne City Link between the Crown in right of the State of Victoria, CityLink Melbourne Limited and Transurban Infrastructure Management Limited (the 'Concession Deed').

CityLink Melbourne Limited (ABN 65 070 810 678) ('CityLink Melbourne') gives notice of the following Charge Tolls, Maximum Charge Tolls, Day Tolls, Taxi Tolls and Taxi Day Tolls for the Melbourne City Link:

**Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	<b>Car</b>	<b>Light Commercial Vehicle</b>	<b>Heavy Commercial Vehicle</b>	<b>Motor Cycle</b>
<b>Tollable Section</b>				
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	2.17	3.48	4.13	1.09
Western Link Section 1, between Racecourse Road and Dynon Road	2.17	3.48	4.13	1.09
Western Link Section 2, between Footscray Road and West Gate Freeway	2.72	4.35	5.16	1.36
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	2.72	4.35	5.16	1.36
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	4.89	7.82	9.29	2.44
Southern Link Section 1, between Burnley Street and Punt Road, and including that part of Southern Link Section 1:	2.17	3.48	4.13	1.09
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	2.17	3.48	4.13	1.09
Southern Link Section 1, between Glenferrie Road and Burnley Street	2.17	3.48	4.13	1.09

Southern Link Section 5, between Burnley Street and Glenferrie Road	2.17	3.48	4.13	1.09
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.36	2.17	2.57	0.68
(a) that part of Southern Link Section 1:				
(i) between Punt Road and the exit to Boulton Parade; and				
(ii) comprising Boulton Parade; and				
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road				
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.36	2.17	2.57	0.68

## Notes:

1. When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
2. When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
3. A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
4. In this table:
  - ‘Boulton Parade’ includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;
  - ‘Burnley Tunnel’ means the eastbound tunnel between Sturt Street and Burnley Street;
  - ‘Domain Tunnel’ means the westbound tunnel between Punt Road and Sturt Street; and
  - ‘Swan Street Intersection’ means the intersection between Swan Street and Batman Avenue.

**Maximum Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 6.00 am and 8.00 pm	8.15	10.86	10.86	4.07
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 8.00 pm and 6.00 am	8.15	8.15	8.15	4.07

**Day Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Day Toll</b>	15.60	25.00	29.70	7.80

**Taxi Tolls (\$/Taxi)**

<b>Trip</b>	<b>Taxi Toll</b>
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	5.30
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and no other Tollable Sections	5.30
Trips involving use of Tollable Sections which comprise both the Western Link* and the Southern Link**	7.80

\* The Western Link comprises the following three Tollable Sections:

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
2. Western Link Section 1, between Racecourse Road and Dynon Road.
3. Western Link Section 2, between Footscray Road and West Gate Freeway.

\*\* The Southern Link comprises the following eight Tollable Sections:

1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.
2. Southern Link Section 1, between Burnley Street and Punt Road, and including that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.

3. Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street.
4. Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.
5. Southern Link Section 1, between Glenferrie Road and Burnley Street.
6. Southern Link Section 5, between Burnley Street and Glenferrie Road.
7. Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:
  - (a) that part of Southern Link Section 1:
    - (i) between Punt Road and the exit to Boulton Parade; and
    - (ii) comprising Boulton Parade; and
  - (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road.
8. Southern Link Section 5, between Swan Street Intersection and Punt Road.

#### **Taxi Day Tolls (\$/Taxi)**

<b>Taxi</b>	<b>Taxi Day toll</b>
Metropolitan Taxi	15.60
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 31 December 2014.

Capitalised terms in this notice that are defined in the Concession Deed have the same meaning as given by the Concession Deed.

A. L. STREET  
 Company Secretary  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

V. E. VASSALLO  
 Director  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

**Planning and Environment Act 1987**

**BANYULE PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C104**

The Minister for Planning has approved Amendment C104 to the Banyule Planning Scheme.

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

The Amendment:

- corrects errors created by changes made to Clause 22.02 during the approval of Amendment C100;
- corrects the Amendment number in the text box of the schedule to the LDRZ to reflect its status as a permanent part of the scheme; and
- corrects formatting errors in Clauses 21.06 Built Environment and 22.02 Residential Neighbourhood Character Policy.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Banyule City Council, Rosanna Service Centre, 44 Turnham Avenue, Rosanna; Greensborough Service Centre, 9–13 Flintoff Street, Greensborough; and Ivanhoe Service Centre, 275 Upper Heidelberg Road, Ivanhoe.

JOHN PHILLIPS

Director

Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**

**BASS COAST PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C131**

The Minister for Planning has approved Amendment C131 to the Bass Coast Planning Scheme.

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

The Amendment amends the Schedule 1 to the Design and Development Overlay, amends Clause 21.12 Reference Documents and Clause 21.10 Local Areas, in accordance with the adopted Planning Panel Recommendations for Amendment C93.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Bass Coast Shire Council, 71 McBride Avenue, Wonthaggi.

JOHN PHILLIPS

Director

Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**  
**BASS COAST PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment C144

The Minister for Planning has approved Amendment C144 to the Bass Coast Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land within the Inverloch Town Centre from General Residential Zone to Public Use Zone 1, Mixed Use Zone and Commercial 1 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Bass Coast Shire Council, 76 McBride Avenue, Wonthaggi.

JOHN PHILLIPS  
Director  
Planning Systems  
Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**  
**BOROONDARA PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment C213

The Minister for Planning has approved Amendment C213 to the Boroondara Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment updates the schedule to the Heritage Overlay to extend the expiry date of HO573, HO578 and HO579 to 31 July 2015.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Boroondara City Council, 8 Inglesby Road, Camberwell.

JOHN PHILLIPS  
Director  
Planning Systems  
Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**

**BULOKE PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C23**

The Minister for Planning has approved Amendment C23 to the Buloke Planning Scheme.

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

The Amendment rezones land at Birchip, Charlton, Culgoa and Sea Lake to correct mapping errors and accurately reflect the intended use of the land.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Buloke Shire Council: 367 Broadway, Wycheproof; 27 Cumming Avenue, Birchip; 1 High Street, Charlton; 34 McCulloch Street, Donald; and 65 Horace Street, Sea Lake.

JOHN PHILLIPS

Director

Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**

**COLAC OTWAY PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C75**

The Minister for Planning has approved Amendment C75 to the Colac Otway Planning Scheme.

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

The Amendment implements the recommendations of the 'Colac Otway Public Open Space Strategy (2011)', including changes to Clauses 21.03, 21.06 and 21.07 of the the Municipal Strategic Statement and the schedule to Clause 52.01.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Colac Otway Shire Council, 2-6 Rae Street, Colac.

JOHN PHILLIPS

Director

Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**  
EAST GIPPSLAND PLANNING SCHEME  
Notice of Approval of Amendment  
Amendment C117

The Minister for Planning has approved Amendment C117 to the East Gippsland Planning Scheme.

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

The Amendment implements the 'East Gippsland Shire Council Social Impact Assessment Guidelines for Development Applications (May 2013)' and the 'East Gippsland Shire Council Urban Water Guidelines (March 2013)' through local planning policy content.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of East Gippsland Shire Council, 273 Main Street, Bairnsdale.

JOHN PHILLIPS  
Director  
Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**  
HOBSONS BAY PLANNING SCHEME  
Notice of Approval of Amendment  
Amendment C97

The Minister for Planning has approved Amendment C97 to the Hobsons Bay Planning Scheme.

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

The Amendment corrects zoning and overlay anomalies and text errors.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Hobsons Bay City Council, 115 Civic Parade, Altona.

JOHN PHILLIPS  
Director  
Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**

**KNOX PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C121**

The Minister for Planning has approved Amendment C121 to the Knox Planning Scheme.

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

The Amendment replaces the Public Use Zone 7 (Other Public Use) with the General Residential Zone – Schedule 2 and amends the planning map accordingly to allow the land to be onsold, used and developed for the purposes of residential development.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Knox City Council, 511 Burwood Highway, Wantirna South.

JOHN PHILLIPS

Director

Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**

**SOUTHERN GRAMPIANS PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C34**

The Minister for Planning has approved Amendment C34 to the Southern Grampians Planning Scheme.

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

The Amendment rezones 8497 Grampians Road, Dunkeld (Lot 1 on Title Plan 225948P), from Public Conservation & Resource Zone to Farming Zone; rezones part of Mount Napier Road, Hamilton, zoned Industrial 1 Zone to Commercial 1 Zone; amends map 36DPO to replace DPO13 with DPO12 to match with Development Plan Overlay Schedule 12; amends map 38HO to delete Heritage Overlay 231 from 7 Bell Street, Glenthompson, and applies the Heritage Overlay to 35–37 Memorial Road, Glenthompson; and amends the schedule to Clause 32.05 Township Zone to replace the wording ‘Southern Gippsland Townships’ with ‘Southern Grampians Townships’.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Southern Grampians Shire Council, 111 Brown Street, Hamilton.

JOHN PHILLIPS

Director

Planning Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**  
**WHITEHORSE PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment C165

The Minister for Planning has approved Amendment C165 to the Whitehorse Planning Scheme.

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

The Amendment introduces a site-specific control at Clause 52.03 and associated Incorporated Document (845–851 Whitehorse Road, Box Hill, Incorporated Document April 2014) at Clause 81.01 to enable a mixed use development at 845–851 Whitehorse Road, Box Hill.

A copy of the Amendment can be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Whitehorse City Council, 379 Whitehorse Road, Nunawading.

JOHN PHILLIPS  
Director  
Planning Systems  
Department of Transport, Planning and Local Infrastructure

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rule was first obtainable from SAI Global, Unit 3, 18 Salmon Street, Port Melbourne on the date specified:

119. *Statutory Rule:* Coroners Court  
(Form 10  
Amendment)  
Rules 2014

*Authorising Act:* Coroners Act 2008

*Date first obtainable:* 5 September 2014

*Code A*

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