



Victoria Government Gazette

By Authority of Victorian Government Printer

No. G 7 Thursday 15 February 2018

www.gazette.vic.gov.au

GENERAL

TABLE OF PROVISIONS

Private Advertisements		Rennick & Gaynor	235
Dissolution of Partnership		Russell Kennedy	236
Denim & White	232	Stidston Warren Lawyers	236
Dynamic Landscaping	232	T. J. Mulvany & Co.	236
Estates of Deceased Persons		Tragear & Harris Lawyers	236
A. B. Natoli Pty	232	Van Lierop Lawyers	237
Aitken Partners Pty Ltd	232	Warren, Graham & Murphy Pty Ltd	237
Apteds	232	Wilckens Roche Lawyers	237
Aughtersons	232	Willis Simmonds Lawyers	238
Basile & Co. Pty Ltd	233	Wills & Probate Victoria	238
Beaumaris Law	233	Government and Outer Budget Sector	
Cornwall Stodart Lawyers	233	Agencies Notices	239
De Marco Lawyers	233	Late Notices	
Equity Trustees Wealth Services Limited	233	Greater Bendigo – Amendment C236	288
Featherbys Lawyers	234	Obtainables	290
Hutchinson Legal	234		
McCarthy Partners Pty Ltd	234		
McCluskys Lawyers	234		
McKean Park	234		
MCL Legal	234		
Maddens Lawyers	235		
Mann Legal	235		
Monash Law	235		
Patten Robins Lawyers	235		

Advertisers Please Note

As from 15 February 2018

The last Special Gazette was No. 53 dated 14 February 2018.

The last Periodical Gazette was No. 1 dated 17 May 2017.

How To Submit Copy

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
LABOUR DAY WEEK 2018 (Monday 12 March 2018)**

Please Note New Deadlines for General Gazette G11/18:

The Victoria Government Gazette (General) for LABOUR DAY week (G11/18) will be published on **Thursday 15 March 2018**.

Copy deadlines:

Private Advertisements	9.30 am on Friday 9 March 2018
Government and Outer Budget Sector Agencies Notices	9.30 am on Tuesday 13 March 2018

Office Hours:

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

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

JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

DISSOLUTION OF PARTNERSHIP

Take notice that the partnership between Diane Runciman and Gabrielle Bacash, and previously carrying on business under the business name Denim & White (ABN 60 667 491 870) from the premises situated at 244 Raymond Street, Sale, was dissolved on 20 October 2017.

NOTICE OF DISSOLUTION OF PARTNERSHIP

Notice is hereby given in accordance with the **Partnership Act 1958**:

That as from 22 December 2017, the partnership of Jayde Gray and Darran Hansby in the State of Victoria, who traded as Dynamic Landscaping, was dissolved.

Darran Hansby has resigned from the partnership and is not liable for any debts as from 1 January 2018. Jayde Gray will continue to operate the business under the name of Dynamic Landscaping and shall be responsible for all the debts and liabilities thereof.

Authorised by
JAYDE GRAY and DARRAN HANSBY.

Re: RONALD GEORGE CAMPBELL, late of 80 Melville Park Drive, Berwick, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 September 2017, are required by the trustee, Susan Drummond Waller, 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.

Re: GORDON RAYNER CANT, late of 355 Stud Road, Wantirna, Victoria, retired school teacher, deceased.

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

who died on 4 October 2017, are required by the trustee, Eileen Joyce Waymouth, 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.

Re: MATHEOS SECOULIDIS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 6 December 2016, are required by the trustee, Christopher Secoulidis, to send particulars to their claims, care of the undermentioned solicitors, by 15 April 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

AITKEN PARTNERS PTY LTD, solicitors,
Level 28, 140 William Street, Melbourne 3000.

JORDANA KORDOVIC, late of Multicultural Aged Care Services Inc., 100 Weddell Road, Geelong North, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 June 2017, are required by the trustee, Elizabeth Susan Apted, to send particulars of their claims to the trustee, care of the undermentioned legal practitioner, by 16 April 2018, being 70 days from advertisement, after which date the trustee may convey or distribute the assets, having regard only to the claims of which they then had notice.

APTEDS, lawyers,
113 Yarra Street, Geelong 3220.

PAUL DAVID OAKLEY, late of 8-10 Russell Street, Werribee 3030.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 November 2017, are required by the personal representative, Noreen Margaret

Jones, to send particulars to her, care of the undermentioned solicitors, by 15 April 2018, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which she then has notice.

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

Estate MARY ESTER HARRINGTON, late of 83 Baillie Street, Horsham, deceased.

Creditors, next-of-kin and others having claims in respect of the abovenamed deceased, who died on 7 August 2017, are required by the executors, Wayne Desmond Harrington and Deidre Lee Harrington, to send particulars of such claims to them, 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.

Dated 5 February 2018

BASILE & CO. PTY LTD, legal practitioners,
consultants and conveyancers (Vic. and NSW),
46 Wellington Street, Kerang, Victoria 3579.
RB:GR:17657

Re: The estate of SHIRLEY EILEEN GORDON, late of Unit 2, 28 Glenwood Avenue, Beaumaris, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 September 2017, are required by the executor, Wayne William Johnson, to send particulars to him, care of the undersigned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

BEAUMARIS LAW,
25 North Concourse, Beaumaris, Victoria 3193.

Re: DON MAREJN, late of Gary Smorgon House, 4–8 Freeman Street, Caulfield, Victoria 3162, chemist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 March 2014, are required by the executors and trustees, John Iacovangelo and

Braham Pitt, to send particulars to them, care of the undermentioned lawyers, by a date not later than two months from the date of publication hereof, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

CORNWALL STODART LAWYERS,
10/114 William Street, Melbourne 3000.
(Ref. IXT:AJS)

Re: CARMEN SCICLUNA, late of Arcare Aged Care, 251–259 Waterview Boulevard, Craigieburn, Victoria, seamstress, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 December 2017, are required by the trustees, Michelle Joy Scicluna and Maryann Horner, to send particulars to the trustees, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

CHRISTINE JOY KNUCKEY, late of Kirralee Nursing Home, 207 Richards Street, Ballarat Central, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 October 2017, are required by the trustee, Equity Trustees Wealth Services Limited, ACN 006 132 332, of the address below, to send particulars to the trustee by 16 April 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

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

MARJORIE ANNIE MILBURN, also known as Marjorie Ann Milburn, late of 9 Brown Street, Long Gully, Victoria 3550, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 June 2017, are required by the trustees, Equity Trustees Wealth Services

Limited, ACN 006 132 332, and Annette Milburn, care of the address below, to send particulars to the trustees by 16 April 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

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

THELMA ALICE MURPHY, late of Stella Anderson Nursing Home, retired, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 October 2017, are required by the trustee, Equity Trustees Wealth Services Limited, ACN 006 132 332, of the address below, to send particulars to the trustee by 16 April 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

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

Re: PETER ANTHONY JONES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 November 2017, are required by the trustee, Linda Maree Gray, care of Featherbys Lawyers of 14 Ninth Avenue, Rosebud, Victoria, to send particulars to the trustee by 16 April 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

FEATHERBYS LAWYERS, solicitors,
14 Ninth Avenue, Rosebud 3939.

Re: JOSHUA CIN KHEN, late of 5 Appleton Court, Narre Warren, Victoria 3805, artist and teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 May 2017, are required by the administrator, Ciin Niang Go Ciin Suan, to send particulars to her, care of the undersigned, by 20 April 2018, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

HUTCHINSON LEGAL,
12 Warrandyte Road, Ringwood, Victoria 3134.

NORMA LIBBIS, late of Rosebrook Aged Care, 441 Waterfall Gully Road, Rosebud, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 October 2017, are required to send particulars of their claims to the trustee, Shane Christopher McCarthy, care of the undermentioned solicitors, by 23 April 2018, after which date the trustee will distribute the assets of the estate, having regard only to the claims of which he then has notice.

McCARTHY PARTNERS PTY LTD, lawyers,
2247 Point Nepean Road, Rye, Victoria 3941.

MAURICE JAMES SMITH, late of 179 Napier Street, South Melbourne, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 December 2017, are required by the executor to send particulars of their claims to the undermentioned lawyers by 16 April 2018, after which date the executor may convey or distribute the estate, having regard only to the claims of which he has notice.

McCLUSKYS LAWYERS,
111 Bay Street, Port Melbourne, Victoria 3207.

Re: FLORENCE JEAN AULSEBROOK, late of 161A Centre Dandenong Road, Cheltenham, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 October 2017, are required by the trustee, Equity Trustees Limited, ACN 004 031 298, of Level 1, 575 Bourke Street, Melbourne, Victoria, to send particulars to the trustee, care of the undermentioned solicitors, by 16 April 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

McKEAN PARK, lawyers,
Level 11, 575 Bourke Street, Melbourne,
Victoria 3000.

MATTHEW HENRY BATTERS, late of 37 Kings Avenue, St Arnaud, Victoria 3478, farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the Will of the abovenamed deceased, who died on 12 January 2017, are

required by the executors, John Matthew Batters and Barry David Batters, care of the undermentioned solicitor, to send particulars of their claims to them by 16 May 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

JOHN RICHARD GIETZ, late of Heatherlie Homes, 103–111 Koroit Street, Warrnambool, in the State of Victoria, manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 April 2017, are required by the executors, John Lloyd Nasser and Terry Alexander Nasser, care of Maddens Lawyers of 219 Koroit Street, Warrnambool, in the said State, to send particulars of their claims to them by 15 April 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they have notice.

Dated 15 February 2018

MADDENS LAWYERS,
219 Koroit Street, Warrnambool, Victoria 3280.

PETER DAVID CLARK, late of Unit 19, 947 Mount Alexander Road, Essendon, Victoria 3040, business owner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed, who died on 13 August 2017, are required by the executor, Gavan Alan Clark, care of 40 Myers Street, Geelong, Victoria 3220, to send particulars of their claims to him by 15 May 2018, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 15 November 2017.

Dated 7 February 2018

MANN LEGAL,
40 Myers Street, Geelong, Victoria 3220,
PO Box 1857, Geelong, Victoria 3220,
DX 22058 Geelong,
Ph: (03) 5224 2916, Fax: (03) 5224 2919.
BJC:KB:171914G3. Contact Belinda Jane Cook.

JAMES PHILIP GEORGE MILLS, late of 1 Pental Road, Caulfield North, Victoria, draftsman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 October 2017, are required by the executors, David George Wood of 10 Fairway Crescent, McCrae, and Alan John Reiter of 2 Pinehurst Place, Chirnside Park, to send particulars to them by 20 April 2018, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

MONASH LAW, solicitors,
1 Calgary Court, Glen Waverley 3150.

Creditors, next-of-kin or others having claims in respect of the estate of ANGELA SUET CHI TSOI, late of 31 Dempster Avenue, Balwyn North, Victoria, who died on 15 March 2017, are required by Jerome Wing Chee Choy, the executor appointed by the Supreme Court of Victoria, to send particulars of their claims, care of the undermentioned solicitors, by 11 April 2018, after which date the administrators will distribute the assets, having regard only to the claims of which the executor then has notice.

PATTEN ROBINS LAWYERS,
62–64 Doncaster Road, Balwyn North,
Victoria 3104.

WINSOME RUTH JEFFREY, late of Heritage Manor Aged Care, 147–163 Maryvale Road, Morwell, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 16 October 2017, are required by the executors, Daniel Leslie Minogue of 431 Riversdale Road, Hawthorn East, Victoria, Australian legal practitioner, and Keryn Elizabeth Coghill of Apartment 6205, 35 Queensbridge Street, Southbank, Victoria, pharmacist, to send particulars of their claims to them, care of the undersigned, by 15 April 2018, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: PAMELA LOUISE LEWIS, late of 1903/38 Albert Road, South Melbourne, registered nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 June 2017, are required by the trustees, Kerri Hotton and Richard Ian Hotton, to send particulars to the trustees, care of the solicitors named below, by 16 April 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: JOHN CARSON PARKER, late of 39 Little Victoria Street, Fitzroy, small business owner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 July 2017, are required by the trustee, Harriet McGill Parker, to send particulars to the trustee, care of the solicitors named below, by 16 April 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

NORMA BETTY BAILEY, also known as Norma Bettye Bailey, late of Koorooman House Nursing Home, Sloan Avenue, Leongatha, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 July 2017, are required by the executor to send particulars to him, care of the undermentioned solicitors, by 22 April 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

STIDSTON WARREN LAWYERS,
Suite 1, 10 Blamey Place, Mornington 3931.

LEONARD GEORGE FISHER, late of 3 Olga Place, Mount Martha, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 August 2017, are required by the executor, Adriana Petronella Biddell, to send particulars to her, care of the undermentioned

solicitors, by 21 April 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

STIDSTON WARREN LAWYERS,
Suite 1, 10 Blamey Place, Mornington 3931.

DORIS BERYL BLUNDELL, late of 2 Edgecombe Street, Kyneton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 12 September 2017, are required to send particulars of their claims to the executor, Timothy John Mulvany, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executor will distribute the assets, having regard only to the claims of which he then has notice.

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

DOROTHY JANE HOOD, late of 42 Ebdon Street, Brighton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 18 September 2017, are required to send particulars of their claims to the executor, Shelley Jane Penn, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executor will distribute the assets, having regard only to the claims of which she then has notice.

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

Re: CLIVE GEORGE PARKINSON, late of 161 Male Street, Brighton, Victoria 3186, retired tool maker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 9 December 2017, are required by the executor, Pamela Christina Parkinson, to send particulars to her, care of the undermentioned solicitors, by 17 April 2018, after which date the

executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

Re: MARINUS CORNELIS DE JONG,
4 Learmonth Street, Charlton, Victoria, retired
ship's master, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 September 2017, are required by the executor, Peter Michael Van Lierop, to send particulars to him, care of the undermentioned legal practitioners, by 7 May 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

VAN LIEROP LAWYERS, solicitors,
225 Maroondah Highway, Ringwood 3134.

Estate of EWEN ALEXANDER
FELSTEAD, late of 245 Lake Victoria Road,
Eagle Point, Victoria, diver, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 January 2017, are required by the administrators, Kirstin Sola Gollings and Jannette Kay Norman, to send particulars to them, care of Warren, Graham & Murphy Pty Ltd, 119 Main Street, Bairnsdale, Victoria, by 23 April 2018, after which date the administrators may convey or distribute the assets, having regard only to the claims of which they then have notice.

WARREN, GRAHAM & MURPHY PTY LTD,
119 Main Street, Bairnsdale, Victoria 3875.

Estate of JOHN HOWSON ROWE, late
of Unit 19, 152 Canterbury Road, Canterbury,
Victoria, interior decorator, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 October 2015, are required by the administrator, Christine Mary Marshall, to send particulars to her, care of Warren, Graham & Murphy Pty Ltd, 119 Main Street, Bairnsdale, Victoria, by 23 April 2018, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

WARREN, GRAHAM & MURPHY PTY LTD,
119 Main Street, Bairnsdale, Victoria 3875.

JOHN BRYSON, late of 11 Cranbrook
Street, Yarraville, Victoria 3013, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 17 July 2017, are required by the executor, Laszlo Kohegyi, care of 43 Ferguson Street, Williamstown, Victoria 3016, to send particulars of their claims to him by 15 April 2018, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 22 November 2017.

Dated 7 February 2018

WILCKENS ROCHE LAWYERS,
43 Ferguson Street, Williamstown, Victoria 3016,
PO Box 18, Williamstown, Victoria 3016,
DX 16101 Williamstown,
Ph: (03) 8383 5999, Fax: (03) 8383 5900.
LK:ALS:170037. Contact Laszlo Kohegyi.

DOROTHY ESMA HASKINS, late of
4 John Street, Williamstown, Victoria 3016,
pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 27 November 2016, are required by the executor, Laszlo Kohegyi, care of 43 Ferguson Street, Williamstown, Victoria 3016, to send particulars of their claims to him by 15 April 2018, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 15 February 2017.

Dated 7 February 2018

WILCKENS ROCHE LAWYERS,
43 Ferguson Street, Williamstown, Victoria 3016,
PO Box 18, Williamstown, Victoria 3016,
DX 16101 Williamstown,
Ph: (03) 8383 5999, Fax: (03) 8383 5900.
LK:JMJ:160240. Contact Laszlo Kohegyi.

IVAN KUCIC, late of 81 Cecil Street,
Williamstown, Victoria 3016, boilermaker,
deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 16 September

2017, are required by the administrator, Laszlo Kohegyi, care of 43 Ferguson Street, Williamstown, Victoria 3016, to send particulars of their claims to him by 15 April 2018, after which date the administrator may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Letters of Administration were granted in Victoria on 10 November 2017.

Dated 7 February 2018

WILCKENS ROCHE LAWYERS,
43 Ferguson Street, Williamstown, Victoria 3016,
PO Box 18, Williamstown, Victoria 3016,
DX 16101 Williamstown,
Ph: (03) 8383 5999, Fax: (03) 8383 5900.
LK:NL:170173. Contact Laszlo Kohegyi.

Re: The estate of BRIAN GIBBONS, late of Mayflower Aged Care, 7 Center Road, Brighton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 November 2017, are required by the executor, Lynda Ruth Douth, to send particulars to her, care of the undersigned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

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

Re: The estate of DOROTHY ELLEN McGANN, late of Fairway Hostel, 195 Bluff Road, Sandringham, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 October 2017, are required by the executors, Robyn Frances Taylor and Peter Dereck McGann, to send particulars to them, care of the undersigned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

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

Re: CHRISTINE MARIA DOBROTWIR, also known as Christine Maria Fedyszyn, late of 2 Lower Drive North, Kew, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 September 2017, are required to send particulars of their claims to the executor, care of GPO Box 1946, Melbourne, Victoria 3001, by 27 April 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which he may then have notice.

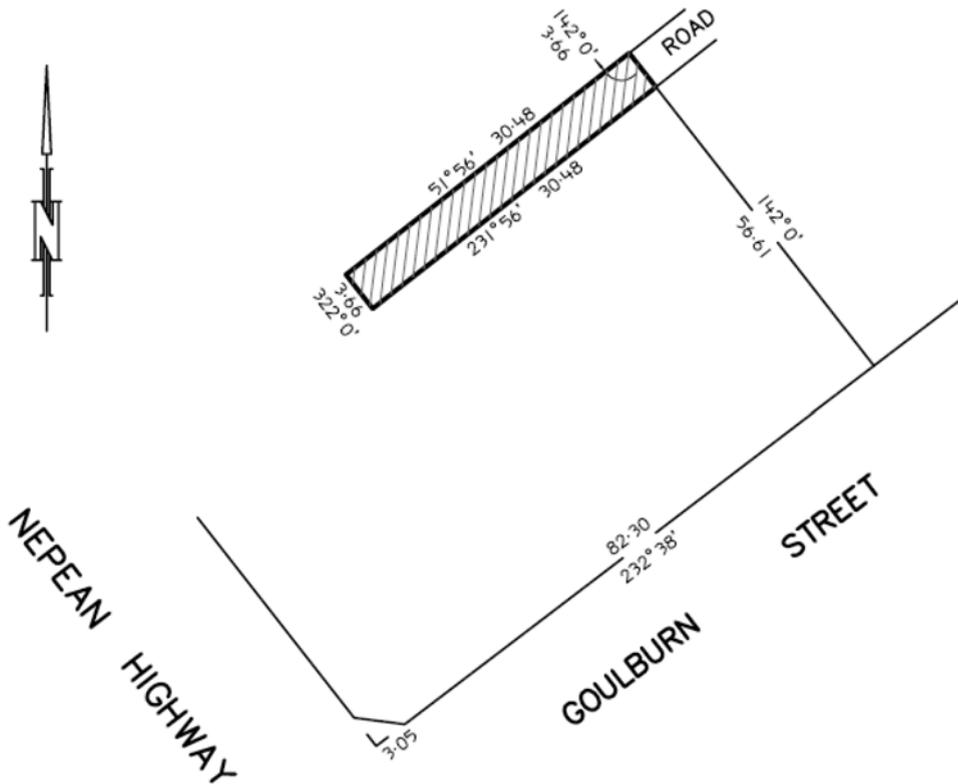
WILLS & PROBATE VICTORIA, lawyers,
Level 3, 20–22 McKillop Street,
Melbourne 3000.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

KINGSTON CITY COUNCIL

Road Discontinuance

Notice is given pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, that the City of Kingston has formed the opinion that part as shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue part of the road near 1281 Nepean Highway, Cheltenham, and sell by private treaty.



JOHN NEVINS
Chief Executive Officer
Kingston City Council

Pursuant to clause 62A.2 (a) of the City of Port Phillip Local Law (Community Amenity) 1 September 2013 ('Local Law') in respect to the restriction of a person taking any glass container, bottle, receptacle or like product, now applies from 9.00 am on Friday 5 January 2018 to 11.59 pm on Tuesday 3 April 2018 within the area described and specified in the above map.

The 'Manual' is an incorporated document by reference in the 'Local Law'.

A copy of the Local Law and the incorporated documents are available from Council offices, or from Council's website at www.portphillip.vic.gov.au

PETER SMITH
Chief Executive Officer

CITY OF PORT PHILLIP

Notice of Amendment of an Incorporated Document

Notice is given pursuant to section 112(2) of the **Local Government Act 1989** that on Wednesday 7 February 2018 the City of Port Phillip (‘By Delegated Authority’) made amendments to its Procedures and Protocols Manual 1 September 2013 (‘Manual’), to amend clause 54.1 to create a further alcohol (liquor) free designated area as follows:

- Clause 54.1
 - (j) That for the period from 9.00 am on Friday 5 January 2018 to 8.00 pm Tuesday 3 April 2018 in the following areas within the City of Port Phillip:
 - 1. St Kilda Foreshore precinct from West Beach to Marina Reserve as defined by the line along:
 - (i) Beaconsfield Parade between Langridge Street and Fitzroy Street;
 - (ii) Jacka Boulevard between Fitzroy Street and Shakespeare Grove;
 - (iii) Marine Parade between Shakespeare Grove and Wordsworth Street;
 - (iv) West in a line on the southern boundary of Marina Reserve to the low water mark;
 - (v) North in a line on the low water mark between Marina Reserve to parallel with Langridge Street;

As defined by the enclosed area on the map below:



Pursuant to clause 54.1(j) of the City of Port Phillip Local Law (Community Amenity) 1 September 2013 ('Local Law') in respect to prohibiting the consumption and possession of alcohol (liquor), now apply 9.00 am on Friday 5 January 2018 to 8.00 pm Tuesday 3 April 2018 within the area described and specified in the above map.

The 'Manual' is an incorporated document by reference in the 'Local Law'.

A copy of the Local Law and the incorporated documents are available from Council offices, or from Council's website at www.portphillip.vic.gov.au

PETER SMITH
Chief Executive Officer



**MORNINGTON
PENINSULA**
Shire
PUBLIC NOTICE

Road Management Act 2004

Proposed Amendment of Road Management Plan

Notice is hereby given in accordance with section 54(6) of the **Road Management Act 2004**, and regulation 10(1) of the Road Management (General) Regulations 2016, that the Mornington Peninsula Shire proposes to amend its Road Management Plan (RMP).

The purpose and general purport of this proposed amendment is to incorporate into the RMP the suggested improvements identified in the Shire's written RMP review report adopted by Council that summarises the findings and conclusions of the review of the Shire's current RMP (2016).

This includes:

- changes to standards for inspection, maintenance and repair relating to vegetation, signs and street furniture including inspection frequencies and response times; and
- miscellaneous administrative updates where required.

The amendments will ensure that the standards and priorities to be given to the construction, inspection, maintenance and repair of the roads to which the Shire's RMP applies are safe and efficient. Account is being taken of the needs, priorities and expectations of the Shire's communities, relevant policies and available funding.

The amendments apply to all of the roads and classes of roads in the Shire for which the Council is the responsible road authority under the Act.

A copy of the proposed amended RMP, the review report and the Shire's Register of Public Roads to which the Plan applies, may be obtained or inspected at Council's Customer Service Centres at the following locations: 90 Besgrove Street, Rosebud 3939; 2 Queen Street, Mornington 3931; 21 Marine Parade, Hastings 3915; or 1085 Frankston-Flinders Road, Somerville 3912 (within Somerville Library).

Alternatively, you can view a copy online at www.mornpen.vic.gov.au/roadmanagementplan

Any person who is aggrieved by the proposed amendment may make a submission to the Shire. A Committee meeting to hear submissions in accordance with section 223 of the **Local Government Act 1989** will be scheduled if one or more persons request to be heard in support of their submission.

A submission must:

- be in writing, marked as 'Proposed Amendment to Road Management Plan' and addressed to: Senior Asset Management Officer (Roads), Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939; or via email: RoadManagementPlan@mornpen.vic.gov.au; or online at www.mornpen.vic.gov.au/haveyoursay;
- be received by 5.00 pm Friday 16 March 2018; and

- state clearly whether you, or a representative on your behalf, wish to be heard in support of your written submission.

Submissions received, including the name of the submitter, may be published on Council's website and may form part of the public record of the relevant Council and Committee meetings. Personal information including phone numbers, email and street addresses will not be disclosed. Any offensive, defamatory or third party personal information will not be published. You may access personal information you have provided to the Shire at any time and may make corrections. Further details of our Privacy Policy can be found at www.mornpen.vic.gov.au/privacystatement

If you have any concerns about the use and disclosure of your personal information, please contact the Shire's Privacy Officer at privacy@mornpen.vic.gov.au. This notice can also be viewed on the Shire's website at www.mornpen.vic.gov.au. Any queries can be directed to Mr Peter Clewer, Senior Asset Management Officer (Roads) on (03) 5950 1322.

CARL COWIE
Chief Executive Officer

BULOKE SHIRE COUNCIL

Public Notice

Proposed Name Change – Mahers Road to Tomamichel Road, Charlton East

Notice is hereby given that Council is considering a request to rename Mahers Road to Tomamichel Road. The proposed road runs from Boort–Charlton Road to Saits Road.

Any objections must be lodged in writing to the Chief Executive Officer, PO Box 1, Wycheproof, Victoria 3527, by close of business 19 March 2018. Queries should be directed to Naga Sundarajah, Senior Assets Engineer, on 1300 520 520.

LUCY ROFFEY
Chief Executive Officer

Planning and Environment Act 1987

BANYULE PLANNING SCHEME

Notice of the Preparation of an Amendment
Amendment C115

Banyule City Council has prepared Amendment C115 to the Banyule Planning Scheme. The Amendment affects all land in the municipality and will implement the 'Banyule Development Contributions Plan 2016–17 (December 2017)'. The Amendment introduces:

- Schedule 1 to the Development Contribution Plan Overlay
- 'Banyule Development Contributions Plan 2016–17 (December 2017)' as an Incorporated Document.

You may inspect the Amendment, supporting documents and the Amendment's explanatory report, free of charge, at the following locations during office hours: Council Service Centre at 1 Flintoff Street (3rd floor), Greensborough; Council Service Centre at 275 Upper Heidelberg Road, Ivanhoe; and from the Department of Environment, Land, Water and Planning website at www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 5 pm on Friday 30 March 2018. A submission may be lodged online at <https://shaping.banyule.vic.gov.au/> or mailed to the Banyule City Council, PO Box 94, Greensborough, Victoria 3088.

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

DAVID COX
Coordinator Strategic Planning

Planning and Environment Act 1987

BOROONDARA PLANNING SCHEME

Notice of the Preparation of an Amendment
Amendment C276

The Boroondara City Council has prepared Amendment C276 to the Boroondara Planning Scheme.

The Amendment applies to ten individual properties and two precincts in Balwyn, Balwyn North and Deepdene.

The Amendment proposes to include ten new individual properties and two new precincts in the Heritage Overlay on a permanent basis.

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, Boroondara City Council, Planning Counter, Level 1, 8 Inglesby Road, Camberwell, Victoria 3124; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 16 March 2018. A submission must be sent to the Boroondara City Council, 8 Inglesby Road, Camberwell, Victoria 3124.

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

PHIL STORER
Chief Executive Officer

Planning and Environment Act 1987

GREATER DANDENONG PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C201

The Greater Dandenong City Council has prepared Amendment C201 to the Greater Dandenong Planning Scheme.

All land within the City of Greater Dandenong will be affected by the Amendment.

The Amendment proposes to introduce Clause 22.06 Environmentally Sustainable Development (ESD) Local Planning Policy to the Greater Dandenong Planning Scheme to ensure that development achieves best practice in environmental sustainability, from the design stage through to construction. The Amendment also seeks to make subsequent minor changes to the Municipal Strategic Statement and Table of Contents.

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 following City of Greater Dandenong Customer Service offices: 225 Lonsdale Street, Dandenong; Shop A7, Parkmore Shopping Centre; at the City of Greater Dandenong website at www.greaterdandenong.com; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

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

The closing date for submissions is Friday 9 March 2018.

A submission must be sent to: email – council@cgd.vic.gov.au (preferred method); or written – Strategic Planning Amendment C201, City of Greater Dandenong, PO Box 200, Dandenong, Victoria 3175.

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

MR JODY BOSMAN
Director City Planning, Design and Amenity



MANNINGHAM

Planning and Environment Act 1987

MANNINGHAM PLANNING SCHEME

Notice of the Preparation of an Amendment

Amendment C117

The Manningham City Council has prepared Amendment C117 to the Manningham Planning Scheme.

The land affected by the Amendment is all land within the Rural Conservation Zone (RCZ).

The Amendment proposes to:

- amend the Municipal Strategic Statement at Clause 21.07 to improve guidance around what types of land use and developments are appropriate in Manningham's rural areas;
- include the Rural Areas Land Uses Position Paper (2017) as a reference document in Clause 21.16;
- expand the scope of the existing policy at Clause 22.19 (Outbuildings in the Low Density Residential Zone) to apply to the Rural Conservation Zone areas and to address specific built form issues that have been identified; and
- introduce a new local policy (Clause 22.20 – Non Residential Uses in the Rural Conservation Zone) to provide more specific guidance to non-residential planning applications within the Rural Conservation Zone.

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, Manningham City Council, 699 Doncaster Road, Doncaster; online at www.yoursaymanningham.com.au/C117; at the Warrandyte Library; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly

stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 16 April 2018. A submission must be sent to the Manager City Strategy, Manningham City Council, PO Box 1, Doncaster, Victoria 3108; or submitted online at www.yoursaymanningham.com.au/C117

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

WARWICK WINN
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 18 April 2018, 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.

GREVE, Aretha Jane, late of Unit 4, 33 Beevers Street, Footscray, Victoria 3011, deceased, who died on 18 December 2017.

HABET, Franz, late of 26 Garnet Street, Sunshine North, Victoria 3020, deceased, who died on 26 June 2017.

JACKSON, Wayne Anthony, late of 4/203 Dowling Street, Wendouree, Victoria 3355, deceased, who died on 14 November 2017.

O'GAREY, John Winchip, late of Unit 2, 15 Tobruk Street, Warragul, Victoria 3820, deceased, who died on 29 December 2017.

RISELEY, Clint, late of Unit 5, 2K Raleigh Street, Windsor, Victoria 3181, deceased, who died on 17 November 2017.

SKINNER, Michelle, late of Unit 6, 3-7 Greendale Road, Doncaster East, Victoria 3109, deceased, who died on 7 January 2018.

STAVIN, Dale Mary, late of Prague House, 253 Cotham Road, Kew, Victoria 3101, deceased, who died on 8 August 2017.

Dated 7 February 2018

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 20 April 2018, 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.

ANDERSON, Peter Gregory, late of Wesley Neurological Support Service, 515 Highbury Road, Burwood East, Victoria 3151, deceased, who died on 8 October 2017.

BARRIE, Lesley, late of Unit 1, 1 White Close, Lilydale, Victoria 3140, deceased, who died on 2 January 2018.

IYER, Krishna Harihara, late of Unit 2, 17 Rockley Road, South Yarra, Victoria 3141, deceased, who died on 3 November 2017.

RAVENHALL, George Ernest, late of 25A Grant Street, Clifton Hill, Victoria 3068, deceased, who died on 7 December 2017. Date of Grant 31 January 2018.

SWAINSTON, Doreen, late of Arcare Burnside, 2 Nicol Avenue, Burnside, Victoria 3023, deceased, who died on 14 December 2017.

Dated 9 February 2018

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 23 April 2018, 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.

CARNEY, John Patrick Edna, late of 24 Burlock Avenue, Ringwood North, Victoria 3134, deceased, who died on 11 August 2017.

GRECH, Paul, late of Sambell Lodge (Hostel), 1 South Terrace, Clifton Hill, Victoria 3068, deceased, who died on 5 May 2017.

JONES, Robert Grayling, late of Forest Lodge Residential Aged Care, 23 Forest Drive, Frankston North, Victoria 3200, deceased, who died on 28 September 2017.

KRAUSE, June, late of Unit 1, 12 Meadowvale Drive, Grovedale, Victoria 3216, deceased, who died on 8 November 2017.

McELROY, James, late of Mooroolbark Residential Care, 73A Cambridge Road, Mooroolbark, Victoria 3138, deceased, who died on 8 October 2017.

MOYLE, Gavin Michael, late of 8 Robin Hill Drive, Mornington, Victoria 3931, deceased, who died on 7 August 2016.

NAUDI, Wanda Anna, late of Bluecross Glengowrie, 54 Box Forest Road, Glenroy, Victoria 3046, deceased, who died on 8 September 2017. Date of grant 15 December 2017.

Dated 12 February 2018

Associations Incorporation Reform Act 2012

SECTION 138

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

Australian Burnout Association Inc.; Box Hill Wesley Calisthenics Club Inc.; Bush Riders Incorporated; Carnivals Club Limburger Swagmen Inc.; Connection Ministries Inc.; Dromana Masonic Centre Association Inc.; Dutch Orange Day Inc.; Edible Harvest Out West Inc.; Foster Station Park Management Committee Incorporated; Frankston Aboriginal Association Incorporated; Healthy Minds Network-Swan Hill Association Inc.; Montague Park Pre School Inc.; Mulgrave Park Pre-School Centre Inc.; Rossmoyne Playgroup Inc.; South Eastern Health Providers Association Inc.; Sri Lankan Nation Builders Inc.; The Austral Wranglers' Inc.; The Ironbark Gully Heritage Association Inc.; The Lines Project Australia Incorporated; Valley Productions Theatre Company Inc.; Victoria University Secondary College Past Students and Staff Association Inc.

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

Dated 15 February 2018

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

Associations Incorporation Reform Act 2012

SECTION 135

On 11 January 2018 I issued a notice under section 135(2) of the **Associations Incorporations Reform Act 2012** (the Act) to the incorporated association listed below, requesting it to show cause as to why the incorporation should not be cancelled.

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

Wimmera Off-Road Vehicle Club Inc.

Dated 15 February 2018

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

Electoral Act 2002

CHANGE TO REGISTER OF POLITICAL PARTIES

In accordance with section 51(5)(e) of the **Electoral Act 2002**, I hereby give notice of the following change to the Register of Political Parties.

Name of registered political party: Liberal Democratic Party.

New registered officer: Senator David Leyonhjelm.

Dated 12 February 2018

WARWICK GATELY, AM
Victorian Electoral Commission

Education and Training Reform Act 2006

MINISTERIAL ORDER NO. 1082

Echuca Twin Rivers Primary School Council

Constituting Order

A. Purpose

The purpose of this Order is to constitute a school council for Echuca Twin Rivers Primary School and to dissolve the school councils of Echuca South Primary School and Echuca West Primary School and provide for their succession as a consequence of their dissolution.

B. Authorising provisions

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

C. Commencement

- (a) Apart from clause 36, this Order comes into operation on the day it is made.
- (b) Clause 36 of this Order comes into operation on 1 January 2018.

PART A – CONSTITUTION**1. Incorporation**

A school council is hereby constituted, under section 2.3.2(1) of the **Education and Training Reform Act 2006**, by the name of Echuca Twin Rivers Primary School Council (Council), as a body corporate to exercise and discharge the powers, duties and functions conferred or imposed on it by or under that Act in relation to the Government School No. 5516 named Echuca Twin Rivers Primary School situated at 66 Wilkinson Drive, Echuca, Victoria 3564 (School).

1A. Objectives of the Council

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

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

1B. Functions of the Council

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

- (a) to establish the broad direction and vision of the School within the School's community;
- (b) to arrange for the supply of goods, services, facilities, materials, equipment and other things or matters that are required for the conduct of the School including the provision of preschool programs;
- (c) to raise funds for School related purposes;
- (d) to regulate and facilitate the after-hours use of the School premises and grounds;
- (e) to exercise a general oversight of the School buildings and grounds and ensure that they are kept in good order and condition;
- (f) to provide for the cleaning and sanitary services that are necessary for the School;
- (g) to ensure that all money coming into the hands of the Council is expended for proper purposes relating to the School;
- (h) to provide meals and refreshments for the staff and students of the School and make charges for those meals and refreshments;

- (i) to inform itself and take into account any views of the School community for the purpose of making decisions in regard to the School and the students at the School;
- (j) to generally stimulate interest in the School in the wider community; and
- (k) to perform any other function or duty or to exercise any power conferred or imposed on the Council:
 - (i) by or under the **Education and Training Reform Act 2006** or any regulations made under that Act; or
 - (ii) by a Ministerial Order made, or direction issued, by the Minister under the **Education and Training Reform Act 2006**.

1C. Powers of the Council

1C.1 For the purpose of meeting its objectives or performing its functions or duties the Council may:

- (a) enter into contracts, agreements or arrangements;
- (b) establish trusts and act as trustee of them;
- (c) subject to section 2.2.4 of the **Education and Training Reform Act 2006** and in accordance with any Ministerial Order made under that Act, charge fees to parents for goods, services or other things provided by the School to a child of the parent; and
- (d) do any other thing that is necessary or convenient to be done for, or in connection with, meeting its objectives or performing its functions or duties.

1C.2 In addition to the powers under clause 1C.1, the Council has any other powers conferred on it by or under the **Education and Training Reform Act 2006**, or any regulations or a Ministerial Order made under that Act.

1C.3 The Council does not have the power to do any of the following:

- (a) employ a teacher with no date fixed for the termination of that employment;
- (b) purchase or acquire for consideration any land or building; or
- (c) unless authorised by or under the **Education and Training Reform Act 2006** or any regulations or a Ministerial Order made under that Act:
 - (i) license or grant any interest in land, including School lands or buildings;
 - (ii) enter into hire purchase agreements;
 - (iii) obtain loan or credit facilities;
 - (iv) form or become a member of a corporation;
 - (v) provide for any matter or thing outside Victoria unless it is related to an excursion by students from the School or the professional development of staff of the School;
 - (vi) purchase a motor vehicle, boat or plane.

1D. Accountability and executive officer

1D.1 The Council is accountable to the Minister for Education in respect of the performance by the Council of its functions in accordance with any Order made by the Minister.

1D.2 The principal of the School is the executive officer of the Council and must ensure that:

- (a) adequate and appropriate advice is provided to the Council on educational and other matters;
- (b) the decisions of the Council are implemented; and
- (c) adequate support and resources are provided for the conduct of Council meetings.

PART B – GENERAL**2. Regulations**

Part 4 of the Education and Training Reform Regulations 2017 apply to the Council.

3. Definitions

3.1 In this Order:

‘Children’s service’ means:

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

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

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

‘DET’ means the Department of Education and Training;

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

‘Public Reporting Meeting’ means a public reporting meeting as described in regulation 27 of the Education and Training Reform Regulations 2017, as amended from time to time;

‘School’ means the Government school referred to in clause 1 of this Order;

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

4. Specific clauses to prevail over general clauses

To the extent that there is any inconsistency between:

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

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

5. Council composition and elections

- (a) The Composition and Election Provisions are incorporated in this Order and apply, inter alia, to the Council election process and the tenure of Council members.
- (b) The size and composition of the elected membership of the Council, including members co-opted by the Council, are specified in Schedule 1.
- (c) Options for change in the authorised size and/or composition of the Council membership pursuant to the Composition and Election Provisions are specified in Schedule 2.
- (d) Schedules 1 and 2 are part of this Order.

PART C – POWERS**6. Employment**

6.1 The Council, in accordance with the **Education and Training Reform Act 2006**, may:

- (a) employ:
 - (i) teachers for a fixed period not exceeding one year or on a casual basis;
 - (ii) teacher aides; or
 - (iii) any other staff,for the purpose of performing its functions and duties; and

- (b) employ any person to enable the Council to do anything it is authorised to do by section 2.3.11 or Division 6 of Part 2.3 of the **Education and Training Reform Act 2006**.

6.2 If the Council employs a person under clause 6.1, it may do so on behalf of a group of school councils and the group of school councils may decide from time to time in a manner determined by agreement amongst themselves the time which the person is to spend on each school.

7. Use of buildings and grounds

7.1 The Council may:

- (a) conduct programs in or use;
- (b) subject to any conditions imposed by the Council, join with any other person or body to conduct programs in or use; or
- (c) subject to any conditions imposed by the Council, allow any other person or body to conduct programs in or use,

any buildings or grounds of the School in relation to which the Council is constituted for the purposes of educational, recreational, sporting or cultural activities for students, the local community or young persons.

7.2 The Council may only allow buildings and grounds of the School to be used under clause 7.1 when the buildings or grounds are not required for ordinary School purposes.

8. Council may carry out works

8.1 The Council may, in regard to the School, with the approval of the Minister for Education given either generally or in any particular case:

- (a) construct, or carry out any improvements to any building structure on the School grounds, or carry out any improvements in or to the School grounds;
- (b) enter into a contract with any person for or in relation to the construction or carrying out by that person of any such building structure or improvements or of any other work which the Council is authorised or required by or under the **Education and Training Reform Act 2006** to carry out; or
- (c) construct or carry out any improvements to any building structure, or carry out any improvements, on, in or to the School grounds or any other land that the Minister for Education has acquired an estate or interest in to provide preschool programs.

8.2 The Council may obtain and accept offers or tenders for any work approved by the Minister for Education under this clause that it proposes to carry out.

9. Other School Council works

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

- (a) enter into contracts with another school council for or in connection with:
 - (i) the construction of buildings or structures or the carrying out of improvements on, in or to the grounds of the school in relation to which the council is constituted; or
 - (ii) any other work which the Council is authorised or required by or under the **Education and Training Reform Act 2006** to carry out; and
- (b) do or comply with anything necessary or expedient for carrying the contract into effect.

10. Council may form sub-committee

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

11. Council may delegate powers, duties or functions

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

12. Council may form committees to manage joint facilities

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

13. Delegation to committee

If the Council agrees to form a committee to manage property under clause 12 the Council may, with the approval of the Minister for Education, delegate by instrument to members of the committee all or any of the Council's powers, duties or functions conferred or imposed on the Council by or under the **Education and Training Reform Act 2006** in relation to that property except this power of delegation.

14. Council may sell property

14.1 The Council may sell equipment, goods or other similar personal property acquired for use in the School.

14.2 If the proceeds from the sale of property under clause 14.1 are less than the amount determined by the Minister for Education, the Council may keep those proceeds.

14.3 If the proceeds from the sale of property under clause 14.1 are equal to or more than the amount determined by the Minister for Education, the Council may keep those proceeds, if the person appointed by the Secretary to the DET has given approval for the Council to do so.

14.4 For the purposes of clauses 14.2 and 14.3, a determination of the Minister for Education:

(a) must be in writing; and

(b) may be varied or revoked by the Minister in writing.

14.5 The Secretary to the DET may appoint a person to give approvals under clause 14.3.

14.6 An approval given under clause 14.3 must be:

(a) in writing; and

(b) given before the property is sold.

15. Preschool programs**15.1 Council may provide for preschool programs**

(1) If the School provides primary education, the Council may:

(a) provide preschool programs on the premises of the School or on any other land or premises under the control of the Minister for Education;

(b) enter into an agreement or arrangement with any other school council or other person or body for that council, person or body to use part of the premises of that school or other premises under the control of the Minister for Education to provide a preschool program on those premises; or

- (c) enter into an agreement or arrangement with any other school council or other person or body to jointly provide a preschool program.
- (2) If the Council provides a preschool program or enters into an arrangement or agreement to provide a preschool program, it must ensure that, in any records kept by the School or the Council, the preschool children using the program are accounted for separately from students enrolled at the School in school programs.

15.2 Council may grant lease or licence over preschool land

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

15.3 Fees for preschool programs

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

15.4 Application of, and accounting for, money received

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

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

16. Payment of members

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

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

17–23. Not used

24. Student dress code

- (1) The Council may determine a student dress code which is to apply to students of the School while they are at the School, travelling to and from School and/or attending School activities.
- (2) A student dress code may cover any matters which the Council considers appropriate in relation to clothing and other items worn, carried or used by students and to grooming, physical appearance and the general presentation of students, including without limiting the generality of the above –
 - (a) whether a school uniform may or must be worn by students, and the school uniform to be worn;
 - (b) clothing (including shoes) to be worn during classes and specified School activities such as sport, laboratory experiments and extra-curricular activities, and bags to be taken to School;
 - (c) the grounds on which any student may be exempted from complying with the dress code; and

(d) how the dress code may be enforced, provided the methods of enforcement are consistent with section 2.2.19 of the **Education and Training Reform Act 2006**, and the School's Student Code of Conduct (referred to in section 5.2.12 of the **Education and Training Reform Act 2006**).

(3) The Council may enter into a contract with any person for the supply of school uniforms for students of the School.

25. Power to purchase

The Council may, subject to compliance with any directions issued by the Secretary to the DET, purchase goods, equipment or material for the purposes of the School.

26. Children's services

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

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

27. Other powers

27.1 Activities outside School Hours

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

27.2 Fund Raising

The Council may raise funds for School purposes by conducting local efforts or amusements.

27.3 Gifts

- (1) Subject to section 5.2.6 of the **Education and Training Reform Act 2006**, the Council may –
 - (a) accept gifts including real estate, providing that if a gift is encumbered or conditional, consent must be obtained from the Secretary to the DET before acceptance of such gifts; and
 - (b) purchase or maintain goods, equipment and material for the carrying out of its powers, duties or functions under the **Education and Training Reform Act 2006** or any other Act, but may not purchase any vehicle without the prior consent of the Secretary to the DET.
- (2) For the purposes of this clause, 'vehicle' means the same as 'vehicle' in the **Road Safety Act 1986**.

27.4 Hire or use of Equipment

(1) Definitions

In this clause –

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

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

- (a) the Council has the right to use the equipment; and
 - (b) there is no option, right or obligation of the Council or any other person to buy the equipment; and
 - (c) at the end of the contract or licence the School Council has to return the equipment to the other party to the contract or licence.
- (2) The Council may enter into an equipment agreement with another party if the sole or main purpose of entering into the equipment agreement is to benefit the education of students at the School or to assist with the efficient conduct of the School.
- (3) Prior to entering into an equipment agreement the Council must –
- (a) obtain more than one written quotation or tender for the hire or use of the equipment if the annual cost of the hire or use of the equipment is expected to exceed \$1000; and
 - (b) carry out a financial evaluation of the proposal to hire or use the equipment; and
 - (c) ensure that the equipment to be hired or used has appropriate insurance cover, either through the terms of the equipment agreement or by separate cover.
- (4) The Council must not –
- (a) enter into an equipment agreement for a continuous period exceeding four years until the Regional Director has approved the entering into of that equipment agreement; and
 - (b) enter into an equipment agreement for the hire or use of equipment previously owned or operated by the Council or for the purposes of the DET, and
 - (c) commit funds of a non-recurrent nature or funds granted for a specific purpose, towards the costs of an equipment agreement until the donor or provider of the funds has consented to that in writing; or
 - (d) enter into an equipment agreement unless it is satisfied that it will be able to meet all the costs of the equipment agreement.

27.5 Reporting

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

27.6 Exclusions

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

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

28. Transport Accident Commission agreements

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

29. Power to provide goods, services or facilities

- (a) Subject to sub-clauses (b) and (c), the Council may, for the purpose of the efficient conduct of the School, enter into arrangements or agreements, for reward or otherwise, to provide or supply goods, services or facilities to other Government schools or other educational institutions.
- (b) Any arrangement or agreement under sub-clause (a) may only be for goods, services or facilities that the Council is empowered under the **Education and Training Reform Act 2006**, the Education and Training Reform Regulations 2017, this Order, or any Ministerial Order made under the **Education and Training Reform Act 2006**, to provide or supply to the School.
- (c) Any arrangement or agreement under sub-clause (a) must comply with any directions issued by the Secretary to the DET.

30. Power to purchase by use of purchasing card facilities

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

31. Not used.

32. Trusts

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

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

- 33.1 (a) Subject to sub-clause (b), this clause 33 operates until and inclusive of the date of the declaration of the poll in 2018 (or, if no election is held that year, 29 June 2018);
- (b) Subclause 33.12 operates until and inclusive of the day after the date of the declaration of the poll in 2018 (or, if no election is held that year, 29 June 2018).

- 33.2 Subject to subclause 33.11, during the operation of this clause, the Composition and Election provisions, namely clauses 5A to 5V of the School Council Composition and Elections Order (Ministerial Order No.52), except clauses 5A, 5B.3 (insofar as it defines eligibility for election), 5B.3A(a) and 5R thereof, do not operate.
- 33.3 The School Council shall consist of a total of eighteen members comprising the principal *ex officio*, five other DET employee members, eleven Parent members and one Community member.
- 33.4 (a) By ministerial appointment made for the purposes of this clause on the date of this Order, the principal *ex officio*, five other DET employees and eleven Parents are appointed as members of the Council from the date this clause takes effect until and inclusive of the date of the declaration of the poll in 2018 (or if no election is held that year, 29 June 2018).
- (b) The School Council may, prior to the date of the declaration of the poll in 2018 (or if no election is held that year, on 29 June 2018), appoint one person who is eligible for appointment to the Community member category of the school council for a term of office until and inclusive of the date of the declaration of the poll in 2018 (or if no election is held that year, 29 June 2018).
- 33.5 The School Council may, prior to the date of the declaration of the poll in 2018 (or, if no election is held that year, 29 June 2018), fill any casual vacancy that occurs in the membership of the School Council, by appointing to the School Council a person who is eligible for election or appointment (as the case may be) to the relevant membership category, provided that any person who fills a vacant position created by a casual vacancy shall only serve the unexpired portion of the vacating member's term of office.
- 33.6 Not used.
- 33.7 A parent member appointed under clause 33.4 who does not have a child enrolled at the School at the time of the Notice of Election and Call for Nominations for any School Council election shall cease to be a member of the Council on that date, and a casual vacancy is thereby created.
- 33.8 In the event that the School Council is unable to comply with the quorum provisions of Part 4 of the Education and Training Reform Regulations 2017 owing to the number of casual vacancies in its membership, the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** may fill any casual vacancy that occurs in the membership of the School Council by appointing to the School Council for a term of office that does not extend beyond the unexpired portion of the vacating member's term of office a person who is eligible for election or appointment (as the case may be) to the relevant membership category.
- 33.9 In the event that the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** is satisfied that a School Council member no longer intends to attend School Council meetings, but a casual vacancy has not been created in respect of that member's position on the School Council, the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** may remove the person as a School Council member and appoint to the School Council for a term of office that does not extend beyond the unexpired portion of the vacating member's term of office a person who is eligible for election or appointment (as the case may be) to the relevant membership category.
- 33.10 (a) The School Council may not conduct any School Council meeting unless the quorum provisions of Part 4 of the Education and Training Reform Regulations 2017 are satisfied.
- (b) Subject to clause 33.10(c), the School Council must not decide any matter unless a majority of the School Council members present are not DET employees.

- (c) If at any time the membership of the School Council is such that it is impossible for the School Council to decide a matter in accordance with clause 33.10(b), the School Council may nonetheless decide to fill a casual vacancy under clause 33.5 or appoint a member under clause 33.4(b).
 - (d) Subject to subclauses 33.10(a), 33.10(b) and 33.10(c), an act or decision of the School Council is not invalid, and the School Council is properly constituted, notwithstanding –
 - (i) a vacancy in the office of a member (including a Community member);
 - (ii) a defect or irregularity in or in connection with the appointment or co-option of a member;
 - (iii) a causal vacancy is not filled; or
 - (iv) for any other reason the total number of school council members stated in clause 33.3 has not been appointed.
- 33.11 The first School Council election must be completed between 21 May 2018 and 29 June 2018 in respect of eight Parent member positions and three DET employee member positions and the Composition and Election provisions (except clause 5D.3) shall apply to that School Council election.
- 33.12 The term of office of members of the School Council elected at the School Council election referred to in clause 33.11 shall commence on the day after the date of declaration of the poll in 2018.

34–35. Not used.

36. New Council replaces Old Councils

- 36.1 Echuca South Primary School constituted by Order dated 3 August 1976 and Echuca West Primary School constituted by Order dated 3 August 1976 (the ‘Old Councils’) are dissolved on the date on which this clause comes into operation.
- 36.2 All members of the Old Councils elected, co-opted or appointed to the Old Councils constituted by the Orders referred to in clause 36.1 as they were in effect immediately prior to this clause taking effect cease to be members of the Old Councils on the date this clause comes into operation.
- 36.3 The school council constituted by this Order (the ‘New Council’) is the successor in law of the Old Councils on the date on which this clause comes into operation.
- 36.4 Without limiting the generality of subclauses 36.1 and 36.2 –
 - (a) all property rights of the Old Councils become the property and rights of the New Council;
 - (b) all liabilities and obligations of the Old Councils become the liabilities and obligations of the New Council; and
 - (c) any legal proceedings by or against the Old Councils and any legal proceedings that might have been continued or commenced by or against the Old Councils, may be continued or commenced by or against the New Council.

This Order is made 29 January 2018

THE HON. JAMES MERLINO
Minister for Education

SCHEDULE 1

Echuca Twin Rivers Primary School Council

12T 8P 4DET 0CO

SCHEDULE 2**SCHOOL COUNCIL MEMBERSHIP TABLE**

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

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

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

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

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

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

Electricity Industry Act 2000
WINCONNECT
Terms and Conditions
Electricity Standard Retail Contract

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 at www.winconnect.com.au

1 THE PARTIES

This contract is between:

WINconnect Pty Ltd 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, section 120 of the National Electricity Law as set out in the Schedule to the **National Electricity (South Australia) Act 1996** or, in the case of gas, to section 232 of the Gas Industry Act or section 33 of the **Gas Safety Act 1997**.

8 PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

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

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

8.2 Changes to tariffs and charges

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

8.3 Variation of tariff due to change of use

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

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

8.4 Variation of tariff or type of tariff on request

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

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

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

8.6 GST

- (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 Rules); and
- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

9.3 Estimating the energy usage

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

Note for Victorian customers:

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

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

9.4 Your historical billing information

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

9.5 Bill smoothing

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

10 PAYING YOUR BILL**10.1 What you have to pay**

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

10.2 Issue of reminder notices

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

10.3 Difficulties in paying

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

11 METERS

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

12 UNDERCHARGING AND OVERCHARGING**12.1 Undercharging**

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

12.2 Overcharging

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

12.3 Reviewing your bill

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

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

Note for Victorian customers:

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

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

13 SECURITY DEPOSITS

13.1 Security deposit

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

13.2 Interest on security deposits

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

13.3 Use of a security deposit

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

13.4 Return of security deposit

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

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

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

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

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

14.2 Notice and warning of disconnection

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

14.3 When we must not arrange disconnection

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

Note for Victorian customers:

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

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

Note for Victorian customers:

Paragraph (v) does not apply in Victoria.

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

Note for Victorian customers:

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

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

15 RECONNECTION AFTER DISCONNECTION

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

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

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

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

17 NOTICES AND BILLS

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

18 PRIVACY ACT NOTICE

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

19 COMPLAINTS AND DISPUTE RESOLUTION**19.1 Complaints**

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

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

19.2 Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman 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;
	<p>Note for Victorian customers: In Victoria, Gas Industry Act means the Gas Industry Act 2001.</p>
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;
	<p>Note for Victorian customers: In Victoria, the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.</p>
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: <ul style="list-style-type: none"> (a) a residential customer; or (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;
	<p>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.</p>
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, Assistant Chief Fire Officer, Barwon South West, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./17-691	Barwon South West	Far South West	Annya SF – Myamyn Road	1/03/2018	30/06/2018
2	LEGL./17-692	Barwon South West	Far South West	Annya SF – New Rd South	1/03/2018	30/06/2018
3	LEGL./17-685	Barwon South West	Far South West	Argyle SF – Blue Gums	1/03/2018	30/06/2018
4	LEGL./17-690	Barwon South West	Far South West	Cobboboonee FP – Coffeys Lane	1/03/2018	30/06/2018
5	LEGL./17-694	Barwon South West	Far South West	Cobboboonee FP – Wright Swp Road	1/03/2018	30/06/2018
6	LEGL./17-696	Barwon South West	Far South West	Cobobboonee FP – T and W Road	1/03/2018	30/06/2018
7	LEGL./17-693	Barwon South West	Far South West	Homerton SF – Gee Road	1/03/2018	30/06/2018
8	LEGL./17-683	Barwon South West	Far South West	Nangeela SF – Cemetery Track	1/03/2018	30/06/2018
9	LEGL./17-684	Barwon South West	Far South West	Snake Bank SF – Snake Bank	1/03/2018	30/06/2018
10	LEGL./17-687	Barwon South West	Far South West	Stokes River SF – Hamilton–Dartmoor Rd	1/03/2018	30/06/2018
11	LEGL./17-681	Barwon South West	Otway	Boorook Ground Firewood	1/03/2018	30/06/2018

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	DELWP region	DELWP district	Name of firewood collection area	Opening date	Closing date
12	LEGL./17-682	Barwon South West	Otway	Centre Road East Ground Firewood	1/03/2018	30/06/2018
13	LEGL./17-680	Barwon South West	Otway	Thompipe Ground Firewood	1/03/2018	30/06/2018

Notes

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

Dated 8 February 2018

ANDREW MORROW
Assistant Chief Fire Officer, Barwon South West
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

Fisheries Act 1995

DECLARATION OF THE VICTORIAN ROCK LOBSTER FISHERY
MANAGEMENT PLAN

I, Jaala Pulford, Minister for Agriculture, declare under section 28(1) of the **Fisheries Act 1995**, that a management plan has been made with respect to the Victorian Rock Lobster Fishery.

This Notice comes into operation on the day on which it is published in the Victoria Government Gazette.

Dated 21 December 2017

THE HON. JAALA PULFORD, MLC
Minister for Agriculture

Geographic Place Names Act 1998

NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES

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

Road Naming:

Change Request Number	Road Name	Locality	Naming Authority and Location
103155	Community Lane	Tyers	La Trobe City Council The road traverses south from Main Road.
103290	Californian Lane	East Geelong	Greater Geelong City Council The road traverses east from Kernot Street to Meakin Street.
103296	Basin Rise	Highton	Greater Geelong City Council Formerly known as part Thorhhill Road. The road traverses west from the existing Thornhill Road.

Office of Geographic Names

Land Use Victoria
2 Lonsdale Street
Melbourne 3000

CRAIG L. SANDY
Registrar of Geographic Names

Marine Safety Act 2010

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Parks Victoria, as the declared waterway manager for the Yarra River upstream of the port waters of the Port of Melbourne, hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that the waters of the Yarra River between King Street Bridge and Queens Street Bridge are prohibited to all persons and vessels not registered to take part in Crown Chinese New Year Fireworks. The exclusion zone takes effect between 8.00 pm to 11.00 pm on 17 February 2018.

BY ORDER OF PARKS VICTORIA

Pipelines Act 2005

SECTION 70

Significant Alteration to Authorised Route

PIPELINE LICENCE NUMBER	PL81
NAME(S) OF LICENSEE(S)	APA VTS Australia (Operations) Pty Limited
ADDRESS(ES) OF LICENSEE(S)	Level 25, HSBC Building 580 George Street Sydney, New South Wales 2000
DESCRIPTION OF EXISTING AUTHORISED ROUTE	<ol style="list-style-type: none"> 1. The Brooklyn to Corio Pipeline (PL81) is a 350 mm diameter nominal bore pipeline that commences at the intersection of Old Geelong Road and Jones Road, Brooklyn, and runs generally in a south-west direction to Laverton North City Gate, then to Hoppers Crossing City Gate Forsyth Road, then to Hoppers Crossing City Gate Old Geelong Road, then to Werribee City Gate Old Snydes Road; then to Werribee City Gate Maltby Avenue, then to Avalon City Gate, then to Lara City Gate, then terminating at Corio City Gate near School Road, Corio. 2. The overall length of the pipeline is 50.7 km (approximately).
ALTERATION	<p>As from today:</p> <ol style="list-style-type: none"> 1. The authorised route of the pipeline is altered to include a new section of pipeline (approximately 300 m in length), approximately 10 m north of the existing pipeline where it crosses M80, that will tie-in to the existing pipeline. 2. The authorised route of the pipeline is delineated by the red and green line depicted on Drawing Number A6-81-1 Rev 2, A6-81-2 Rev 2, A6-81-3 Rev 2 and A6-81-4 Rev 2 and replaces all existing drawings.

CONDITIONS:

As from today the conditions of Pipeline Licence 81 are revoked and replaced with the following conditions:

The pipeline shall have the following features:

- a. Maximum Allowable Operating Pressure: 7,390 kPa
- b. Contents: Gaseous hydrocarbons
- c. Internal diameter: 350 mm
- d. Overall length: 50.7 km (approximately).

Dated 8 February 2018

DON HOUGH
Director, Pipeline Regulation
Delegate of the Minister for Energy, Environment and Climate Change

Road Safety Act 1986**DECLARATION UNDER SECTION 99B(4) IN RELATION TO NON-ROAD ACTIVITIES
IN THE CITY OF GREATER GEELONG FOR THE IRONMAN 70.3 GEELONG BETWEEN
SATURDAY 17 FEBRUARY 2018 AND SUNDAY 18 FEBRUARY 2018****1 Purpose**

The purpose of this Declaration is to exempt participants in the IRONMAN 70.3 Geelong from specified provisions of the **Road Safety Act 1986** and regulations under that Act with respect to the Event, which is a non-road activity to be conducted on the highway(s) listed in Table 2 between Saturday 17 February 2018 and Sunday 18 February 2018.

2 Authorising provision

This notice is made under section 99B(4) of the **Road Safety Act 1986**. Section 99B(4) provides that the Minister may, on the application of a person proposing to conduct a non-road activity on a highway, by notice published in the Government Gazette, declare that specified provisions of the **Road Safety Act 1986** and of the regulations made under that Act do not apply with respect to the non-road activity specified in the notice during the period specified in the notice.

3 Commencement

This notice takes effect on Saturday 17 February 2018 at 6.30 am once the road is declared closed by the event Organiser.

4 Expiry

This notice expires on Sunday 18 February 2018 at 6.00 pm once the road is declared open by the event Organiser.

5 Definitions

In this notice, unless the context or subject matter otherwise requires –

- a) ‘Event’ means the IRONMAN 70.3 Geelong to be held between Saturday 17 February 2018 and Sunday 18 February 2018; and
- b) ‘Participants’ means participants in the Event, including officers, members and authorised agents of IRONMAN Asia-Pacific whose presence is reasonably required to ensure the safe conduct of the Event.

6 Declaration

I, Bill Glasgow, as delegate of the Minister for Roads and Road Safety, under section 99B(4) of the **Road Safety Act 1986**, declare that the provisions of the **Road Safety Act 1986** and regulations specified in Table 1 do not apply to Participants engaged in activities forming part of the Event on the highway specified in Column 1 of Table 2 on the date and during the period specified in Column 2 of Table 2, provided there is full compliance with any conditions imposed by VicRoads and the municipal council.

Dated 6 February 2018

BILL GLASGOW
Executive Director Regional Services
Roads Corporation
Delegate of the Minister for Roads and Road Safety

Table 1
Provisions of the Road Safety Act 1986 and regulations under that Act
that do not apply to participants in the Event

Road Safety Act 1986

ALL

Road Safety Road Rules 2017

ALL, except Rule 304 (Direction by a Police Officer or Authorised person)

Road Safety (Vehicles) Regulations 2009

ALL

Table 2

<i>Column 1</i> Highway	<i>Column 2</i> Date and time
– Ritchie Boulevard, Geelong, between Bellarine Street and Eastern Park Reserve	Saturday 17 February 2018 between the hours of 6.30 am and 11.00 am
– Ritchie Boulevard, Geelong, between Bellarine Street and Eastern Beach Reserve	Sunday 18 February 2018 between the hours of 4.00 am and 6.00 pm
– Bellarine Street, Geelong, between Eastern Beach Road and Brougham Street	
– Upper Eastern Beach Road, Geelong, between Bellarine Street and Garden Street	
– Garden Street, Geelong, between Alexandra Avenue and Upper Eastern Beach Road	
– Podbury Crescent, Geelong, between Garden Street and Eastern Park Circuit	
– Eastern Park Circuit, Geelong, between Podbury Crescent and Holt Road	
– Holt Road, Geelong, between Eastern Park Circuit and Geelong–Portarlington Road	
– Geelong–Portarlington Road between Garden Street, Geelong, and the Curlewis Golf Club entrance, Curlewis (East bound lanes only)	
– Point Henry Road, Moolap, between Geelong–Portarlington Road and the gravel section of Point Henry Road	
– Eastern Beach Road, Geelong, between Gheringhap Street and Bellarine Street	
– The Esplanade, Geelong, between Bell Parade and The Esplanade South	
– Western Beach Road, Geelong, between The Esplanade South and Gheringhap Street	
– Limeburners Road, Geelong, between Hearne Parade and Glen Avenue	
– Western Foreshore Road, Geelong	

Sex Work Act 1994
PROSCRIBED BROTHEL

On 9 February 2018, the Sunshine Magistrates Court declared a massage business operating out of 4 Eames Avenue, Brooklyn, Victoria 3012, a proscribed brothel under section 80(1) of the **Sex Work Act 1994**. The order is valid for an indefinite period. It is an offence for any person to be found in or entering or leaving a proscribed brothel without a lawful purpose. Any activity on the premises can be reported to Crime Stoppers on 1800 333 000.

Water Act 1989
AUCTION OF WATER SHARES

The Gippsland and Southern Rural Water Corporation (trading as Southern Rural Water) is to auction water shares at 11.00 am, Wednesday 28 February 2018 at their Maffra Office, 88 Johnson Street, Maffra.

The auction will include:

- 232.2 ML of high and low reliability water shares bundled
- 94.5 ML of high reliability water shares – without low.

A volume of 36.3 ML HRWS plus 25.8 ML LRWS plus any unsold shares from the above auction will be placed on sale at the completion of the auction and available at a set price (being the highest price obtained at the auction) for a period of 6 months or until sold.

These include new water shares and off the shelf shares that were not sold at previous auctions.

Water shares will be sold to the highest bidder, subject to meeting the reserve price and subject to the conditions specified in this notice and those contained in the registration form.

The shares will be sold in 50 ML lots; however the successful bidder need not take the entire 50 ML. For example, the successful bidder may only want 20 ML of water. The remaining 30 ML from that lot will then be re-allocated to make up additional 50 ML lots.

Successful bidders will be required to sign a contract of sale and pay a 10% deposit at the auction. The final balance will be due before 4.45 pm on Thursday 29 March 2018.

All water shares purchased at this auction will be assigned to the Thomson/Macalister system and will be subject to any seasonal allocations, supply and/or delivery conditions that may apply across the Macalister Irrigation Area. The current season's water allocation will be available for all water shares purchased. Normal trading rules will apply to these shares.

Those wishing to bid at the auction must register their intention with Southern Rural Water by the close of business on Tuesday 27 February 2018. Registration forms are available from Southern Rural Water at 88 Johnson Street, Maffra, or can be downloaded from www.srw.com.au. Registration is free of charge. Late registrations will not be accepted.

Planning and Environment Act 1987
BOROONDARA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C280

The Minister for Planning has approved Amendment C280 to the Boroondara Planning Scheme.

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

The Amendment rezones 253 Cotham Road, Kew, 2–12 Cecil Street and 14–18 Cecil Street, Kew, from General Residential Zone – Schedule 4 to Public Use Zone – Health and Community (PUZ3) in the Boroondara Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of Boroondara City Council at 8 Inglesby Road, Camberwell.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
BRIMBANK PLANNING SCHEME
Notice of Approval of Amendment
Amendment C148

The Minister for Planning has approved Amendment C148 to the Brimbank Planning Scheme.

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

The Amendment facilitates the redevelopment of 110V and 112–116 Anderson Road, Sunshine, by rezoning the land from the Special Use Zone – Schedule 1 to the Residential Growth Zone – Schedule 1 and applying a new Development Plan Overlay – Schedule 8 and the Environmental Audit Overlay.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Brimbank City Council, 301 Hampshire Road, Sunshine, Victoria 3020.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
EAST GIPPSLAND PLANNING SCHEME
Notice of Approval of Amendment
Amendment C105

The Minister for Planning has approved Amendment C105 to the East Gippsland Planning Scheme.

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

The Amendment removes the Road Zone Category 1 and 2 where it has been applied to non-declared freeway or arterial roads and rezones the land to the abutting zone, and applies the Road Zone Category 1 to declared freeway or arterial roads.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the East Gippsland Shire Council, 273 Main Street, Bairnsdale.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
GREATER GEELONG PLANNING SCHEME
Notice of Approval of Amendment
Amendment C377

The Minister for Planning has approved Amendment C377 to the Greater Geelong Planning Scheme.

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

The Amendment removes redundant overlay controls and corrects the zoning of private and public land adjacent the Princes Freeway (Geelong Ring Road). The changes to the scheme include: Associated with the Geelong Ring Road between Waurn Ponds Road and Hams Road, Geelong, land declared as freeway or arterial road is rezoned Road Zone – Category 1, land not declared as freeway or arterial road is rezoned Rural Living Zone, Public Conservation and Resource Zone or General Residential Zone Schedule 1 and areas of redundant Public Acquisition Overlay 3 are removed. Associated with the Geelong Ring Road near Plantation Road, Corio land no longer declared as freeway or arterial road is rezoned to the General Residential Zone Schedule 1.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Minister for Planning, and at the offices of the Greater Geelong City Council, 100 Brougham Street, Geelong.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MOORABOOL, SURF COAST AND YARRA PLANNING SCHEMES
Notice of Approval of Amendment
Amendment GC79

The Minister for Planning has approved Amendment GC79 to the Moorabool, Surf Coast and Yarra Planning Schemes.

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

The Amendment:

- Rezones 200 Shaws Road, Ballan, from Public Use Zone 1 – Service and Utility to Special Use Zone – Schedule 5 in the Moorabool Planning Scheme.
- Rezones 69B Harvey Street, Anglesea, from Public Use Zone 1 – Service and Utility to General Residential Zone – Schedule 1, apply Design and Development Overlay – Schedule 19 and Neighbourhood Character Overlay – Schedule 3 in the Surf Coast Planning Scheme.
- Replaces Schedule 6 to the Special Use Zone with a new Schedule 6 in the Yarra Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Moorabool Shire Council, 15 Stead Street, Ballan; Surf Coast Shire Council, 1 Merrijig Drive, Torquay; Yarra City Council, 333 Bridge Road, Richmond.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MOORABOOL PLANNING SCHEME
Notice of Approval of Amendment
Amendment C89

The Minister for Planning has approved Amendment C89 to the Moorabool Planning Scheme.

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

The Amendment amends the image titled ‘Bacchus Marsh Framework Plan’ at Clause 21.07 to correctly reference the ‘Moorabool Agribusiness Industrial Area’ and the ‘Camerons Road Area’ and update Clause 21.01 – Municipal Context to correctly reference the ‘Moorabool Agribusiness Industrial Area’.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Moorabool Shire Council, 15 Stead Street, Ballan; or the Darley Civic and Community Hub, 182 Halletts Way, Darley; or the Lerderderg Library – Customer Service, 215 Main Street, Bacchus Marsh.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
SURF COAST PLANNING SCHEME
Notice of Approval of Amendment
Amendment C85

The Minister for Planning has approved Amendment C85 to the Surf Coast Planning Scheme.

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

The Amendment changes local planning policy and the extent of the application of the Environmental Significance Overlay Schedule 1 (ESO1), Flood Overlay (FO) and the Land Subject to Inundation Overlay (LSIO) to provide enhanced identification and protection of significant waterways, wetlands, biodiversity and land subject to flooding in the Surf Coast Shire.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Surf Coast Shire Council, 1 Merrijig Drive, Torquay.

STUART MENZIES
Director
State Planning Services
Department of Environment, Land, Water and Planning

LATE NOTICES

Planning and Environment Act 1987
GREATER BENDIGO PLANNING SCHEME
Notice of the Preparation of an Amendment
Amendment C236

The Greater Bendigo City Council has prepared Amendment C236 to the Greater Bendigo Planning Scheme.

The land affected by the Amendment is part of 264 High Street, Kangaroo Flat.

The Amendment proposes to:

- apply the Public Acquisition Overlay to 338 square metres of the land known as 264 High Street, Kangaroo Flat, for the purpose of acquisition of a drain;
- amend the Schedule to Clause 45.01 (Public Acquisition Overlay) to insert PAO8, specifying Greater Bendigo City Council as the acquiring authority; and
- amend the Schedule to Clause 61.03 to insert a new Planning Scheme Map No. 22PAO into the Greater Bendigo Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, City of Greater Bendigo, Planning Department, Hopetoun Mill, 15 Hopetoun Street, Bendigo, Victoria 3550; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Monday 19 March 2018. A submission must be sent to the City of Greater Bendigo, Planning Department, PO Box 733, Bendigo, Victoria 3552.

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

CRAIG NIEMANN
Chief Executive Officer

This page was left blank intentionally

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from SAI Global Bookshop, 85 Buckhurst Street, South Melbourne, on the date specified:

7. *Statutory Rule:* Legal Profession
Uniform Law
Application
(Practising
Certificate Fees)
Regulations 2018
- Authorising Act:* Legal Profession
Uniform Law
Application
Act 2014
- Date first obtainable:* 14 February 2018
Code A
8. *Statutory Rule:* Children, Youth
and Families
Amendment
Regulations 2018
- Authorising Act:* Children, Youth
and Families
Act 2005
- Date first obtainable:* 14 February 2018
Code A
9. *Statutory Rule:* Magistrates' Court
Criminal Procedure
(Amendment No. 8)
Rules 2018
- Authorising Act:* Magistrates' Court
Act 1989
- Date first obtainable:* 14 February 2018
Code A
-

PRICING FOR SPECIAL GAZETTE, PERIODICAL GAZETTE AND VICTORIAN LEGISLATION

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

<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>	<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>
A	1–16	\$4.22	#Z	1407–1470	\$125.60
B	17–32	\$6.33	#ZA	1471–1536	\$131.56
C	33–48	\$8.65	#ZB	1537–1610	\$136.57
D	49–96	\$13.61	#ZC	1611–1666	\$142.32
E	97–144	\$17.51	#ZD	1667–1730	\$147.70
F	145–192	\$20.78	#ZE	1731–1796	\$153.66
G	193–240	\$23.95	#ZF	1797–1860	\$159.20
H	241–288	\$25.43	#ZG	1861–1926	\$164.42
I	289–352	\$28.70	#ZH	1927–1990	\$170.38
J	353–416	\$33.44	#ZI	1991–2056	\$175.76
K	417–480	\$38.19			
L	481–544	\$44.52			
M	545–608	\$50.90			
N	609–672	\$56.28			
O	673–736	\$63.62			
P	737–800	\$70.10			
#Q	821–886	\$76.22			
#R	887–950	\$81.29			
#S	951–1016	\$86.83			
#T	1017–1080	\$92.21			
#U	1081–1146	\$97.75			
#V	1147–1210	\$103.50			
#W	1211–1276	\$108.88			
#X	1277–1340	\$114.78			
#Y	1341–1406	\$119.95			

* All prices include GST

Printed as two volumes

bluestar **PRINT**

The *Victoria Government Gazette* is published by Blue Star Print with the authority of the Government Printer for the State of Victoria

© State of Victoria 2018

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Address all enquiries to the Government Printer for the State of Victoria

Level 2, 1 Macarthur Street
Melbourne 3002
Victoria Australia

How To Order



**Retail &
Mail Sales**

Victoria Government Gazette
Ground Floor, Building 8,
658 Church Street,
Richmond 3121
DX 106 Melbourne



Telephone

(03) 8523 4601



Fax

(03) 9600 0478

email

gazette@bluestargroup.com.au

Recommended Retail Price \$2.10 (includes GST)