



Victoria Government Gazette

By Authority of Victorian Government Printer

No. G 20 Thursday 17 May 2018

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GENERAL

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As from 17 May 2018

The last Special Gazette was No. 223 dated 16 May 2018.

The last Periodical Gazette was No. 1 dated 16 May 2018.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 8523 4601
between 8.30 am and 5.30 pm Monday to Friday
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (General)
QUEEN'S BIRTHDAY WEEK 2018 (Monday 11 June 2018)**

Please Note Deadlines for General Gazette G24/18:

The Victoria Government Gazette (General) for Queen's Birthday week (G24/18) will be published on **Thursday 14 June 2018**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 8 June 2018**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 12 June 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

Corporations Act 2001

Paragraph 491(2)(b)

Regulation 5.5.01

NOTICE OF APPOINTMENT

AS LIQUIDATOR

INC Education Advisory Support Service
Co-operative Ltd

Registration No. G0003548S

Notice is given that at a special postal ballot of the members of the cooperative, held on 23 April 2018, it was resolved that the cooperative be wound up and at the general meeting held on 10 May 2018 it was resolved that Richard Herbert Judson be appointed liquidator.

RICHARD JUDSON, liquidator,
Members Voluntaris Pty Ltd, Suite 4,
10 Park Road, Cheltenham, Victoria 3192.
Phone: (03) 9585 5227, Fax: (03) 9585 8544,
Email: mvol@dingley.net

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership between Geoff Anderson, Kay Hill and Elsie Bray, which traded under the name of Melton Property Syndicate (ABN 43 976 385 521), has been dissolved with effect from 16 March 2018.

Any enquiries can be directed to JRT Partnership Lawyers, GPO Box 4774, Melbourne 3001 (as solicitors and agents for Geoff Anderson and Kay Hill).

DISSOLUTION OF PARTNERSHIP

Notice is hereby given in accordance with section 41 of the **Partnership Act 1958** (Vic.) that the partnership between Kdol Investments Pty Ltd and Nalise Investments Pty Ltd ABN 57 560 950 909, trading as Saddleworld Ballarat, is dissolved effective from 23 April 2018.

Re: ANDREW DONALD CARLAND, late of 13 Kellaway Street, Mount Waverley, Victoria, data analyst, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 January 2018, are required by the trustee, Daniel Raymond Carland, to

send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he has notice.

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

GERALD HANSCAMP, late of 32 Evans Road, Rooty Hill, New South Wales, minister of religion, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 28 September 2016, are required by the executrix, Pauline Marga Fox, care of Alphastream Lawyers, 1 Dunoon Court, Mulgrave, Victoria 3170, to send particulars thereof to her, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which the executrix will distribute the estate, having regard only to the claims of which she has notice.

ALPHASTREAM LAWYERS,
1 Dunoon Court, Mulgrave, Victoria 3170.

BLAGOJA NIKOLOVSKI, late of 8 Nancey Drive, Lalor, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 January 2018, are required by the executor, Charlie Nikolovski (in the Will called Cele Nikolovski), care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 16 July 2018, after which date the executor may convey or distribute the assets, having regards only to claims to which he has notice.

Dated 9 May 2018

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

MARION ELIZABETH CAIRNDUFF, late of Unit 4, 3 Braeside Avenue, Ringwood East, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 October 2017, are required by the personal representatives, Peter Charles Milford, Glen Andrew Egerton, Nisar Ahmed Parkar

and Santina Michelle Della-Rossa, to send particulars to them, care of the undermentioned solicitors, by 17 July 2018, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

GIUSEPPE MAURIZIO CANCELLA, late of 260 Albert Road, South Melbourne, Victoria 3205, sales manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 November 2016, are required by Simon Anthony Richard Braham, the administrator of the estate of the deceased, to send particulars of their claims to him, care of the undermentioned solicitors, by 18 July 2018, after which date he will convey or distribute the assets, having regard only to the claims of which he then has notice.

B2B LAWYERS,
76 Jolimont Street, East Melbourne,
Victoria 3002.

JEAN EVELYN JEFFERS, late of Mercy Health – Bethlehem Home for the Aged, Taylor Street, Golden Square, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 January 2018, are required by the executor, Equity Trustees Wealth Services Limited ACN 006 132 332, of Level 1, 575 Bourke Street, Melbourne, Victoria, to send particulars to it, care of the undermentioned lawyers, by no later than 17 July 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor then has notice.

DAVID DAVIS & ASSOCIATES,
Suite 101A, 692 High Street, Thornbury,
Victoria 3071.

Re: MURIEL FRANCES ELIZABETH PAYNE, late of Arcare Overton Lea, 31 Trickey Avenue, Sydenham, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 December 2017, are required by the trustee, Carol Frances Davison, to send particulars to the trustee, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958
(SECTION 33 NOTICE)

Notice to Claimants

MARGARET CAROLINE HARRIS, late of 1/53 Park Lane, Mount Waverley, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 January 2018, are required by the trustee, Equity Trustees Wealth Services Limited, of 1/575 Bourke Street, Melbourne, Victoria, with leave being reserved to Suzanne Dorothy York, to send particulars to the trustee by 17 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

EQUITY TRUSTEES WEALTH
SERVICES LTD,
1/575 Bourke Street, Melbourne, Victoria 3000.

Re: MAXWELL RAY SLUGGETT,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 April 2018, are required by the trustee, Richard Maxwell Sluggett, care of Featherbys Lawyers of 14 Ninth Avenue, Rosebud, Victoria, to send particulars to the trustee by 18 July 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: CHRISTOPHER LEE URBANCIC, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 January 2018, are required by the trustee, Srecko Urbancic, care of Featherbys Lawyers of 14 Ninth Avenue, Rosebud, Victoria, to send particulars to the trustee by 18 July 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.

ROBERT JAMES CARROLL, late of 30A Acacia Street, Glenroy, Victoria 3046, labourer, deceased.

Creditors, next of kin and others having claims in respect of the estate of the abovenamed deceased, who died on 1 March 2018, are required by the executors, Gayle Louise Van Engelen and Lesley Maree Prout, care of Unit 6, 15 Nathan Drive, Campbellfield, Victoria 3061, to send particulars of their claims to them by 17 July 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 17 May 2018

DOREEN JOAN MOORE, late of 251 Waterview Boulevard, Craigieburn, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the Will of the abovenamed deceased, who died on 13 March 2017, are required by the executors, Gregory Russell Moore and Wayne William Moore, care of Unit 6, 15 Nathan Drive, Campbellfield, Victoria 3061, to send particulars of their claims to them by 17 July 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 8 May 2018

Re: Estate of DARRYL JAMES HARVEY.

Creditors, next-of-kin and others having claims against the estate of DARRYL JAMES HARVEY, late of 20 Neerim Road, Neerim, Victoria, IT pre sales, deceased, who died

on 30 December 2017, are requested to send particulars of their claims to the executor, care of the undermentioned lawyers, by 20 July 2018 dated, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

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

Re: COLIN CHARLES MACK, late of 43 Regent Street, Port Fairy, Victoria, gentleman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 June 2017, are required by the trustee, Elizabeth Ellen Vittorio, to send particulars to the trustee, care of the undermentioned solicitors, by 10 July 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.

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

Trustee Act 1958

SECTION 33 NOTICE

Notice to Claimants

HEATHER JEAN MATTINGLY, late of Campbell Place Aged Care, 131 Coleman Parade, Glen Waverley, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 February 2018, are required by Equity Trustees Limited, of Level 1, 575 Bourke Street, Melbourne, Victoria, the executor of the estate of the deceased, to send particulars of their claims by 17 July 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

HUNT & HUNT,
Level 5, 114 William Street, Melbourne,
Victoria 3000.
Ref: 9621932.

Trustee Act 1958

SECTION 33 NOTICE

Notice to Claimants

ALLAN ROSS RAPHAEL, late of Brimlea Aged Care, 21 Railway Parade, Murrumbena, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 March 2018, are required by Equity Trustees Limited, of Level 1, 575 Bourke Street, Melbourne, Victoria, the executor of the estate of the deceased, to send particulars of their claims by 17 July 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

HUNT & HUNT,
Level 5, 114 William Street, Melbourne,
Victoria 3000.
Ref: 9622161.

Re: LEE DAY, late of 5/194 Bentons Road, Mount Martha, Victoria, retired hairdresser, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 October 2017, are required by the trustee, Lutz-Alexander Geyer, to send particulars to the undermentioned solicitors by 18 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.
ERICA HORSFIELD, t/as HUNT,
McCULLOUGH, KOLLIAS & CO., solicitors,
207 Main Street, Mornington 3931.

Re: LORNA ANNETTE SMITH, late of 2952 Main Neerim Road, Neerim Junction, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 March 2018, are required by the trustee, Sarah Jane Critchley, to send particulars to her, care of the undersigned, by 20 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.
KEN SMITH & ASSOCIATES, solicitors,
434 Maroondah Highway, Lilydale 3134.

Re: Estate GEOFFREY NEVILLE ERNEST CHURCHWARD.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 May 2017, are required by the trustee, Aneta Grace Churchward, care of 900 Main Road, Eltham, Victoria, retired, to send particulars to the trustee by 18 July 2018, after which date the trustee may convey or

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

LORRAINE JONES & ASSOCIATES,
solicitors,
900 Main Road, Eltham 3095.

Re: SHIRLEY JOAN RIDDELL, late of 20 Sandhurst Crescent, Bundoora, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 December 2017, are required by the trustees, Kerry Joan Taylor and Stephen James Riddell, to send particulars to the trustees, care of the undermentioned solicitors, within two calendar months from the date of this advertisement, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: DOROTHY MAY ROSS, late of Unit 66/116-24 Box Forest Road, Glenroy, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 November 2017, are required by the trustee, Kenneth John Ross, to send particulars to the trustee, care of the undermentioned solicitors, within two calendar months from the date of this advertisement, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: DESPINA BLIAS LAMBROU, late of Gregory Lodge, 2-58 Newmarket Street, Flemington, Victoria, home duties, deceased.

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

who died on 2 November 2017, are required by the trustee, Christos Lambrou, care of Macpherson Kelley Lawyers, 40–42 Scott Street, Dandenong, Victoria, to send particulars to the trustee by 17 July 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

M & K LAWYERS GROUP PTY LTD,
40–42 Scott Street, Dandenong 3175.

Re: AKIRA YAMADA, late of 35 Lubrano Street, East Brighton, Victoria, judo teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 March 2018, 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 17 July 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.

GAIL PATRICIA KERBY-BAKER, late of 4 Thomas Street, Airport West, in the State of Victoria, hairdresser, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died at Parkville, Victoria, on 21 November 2017, are required by Ian Craig Baker, the executor and trustee of the estate of the abovenamed deceased, to send particulars of their claims to him, care of McNab McNab & Starke, Level 10, 552 Lonsdale Street, Melbourne 3000, by 16 July 2018, after which date he may convey or distribute the assets of the estate, having regard only to the claims of which he then has notice.

JAMES YOUNG HARVEY, late of Regis Blackburn, 40 Central Road, Blackburn, Victoria, retired, deceased.

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

deceased, who died on 11 November 2017, are required by the executor, Keith Young Harvey, of 26 Knightsbridge Avenue, Nunawading, Victoria, director, to send particulars of their claims, care of the undersigned, by 17 July 2018, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

MACPHERSON KELLEY,
Level 22, 114 William Street, Melbourne 3000.

Re: KYM DONNELLAN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 February 2018, are required by the legal personal representatives, Gillian Donnellan and Mark Bezemer, to send particulars to the legal personal representatives, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 26 July 2018, after which date the legal personal representatives may convey or distribute the assets, having regard only to the claims of which the legal personal representatives have notice.

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

SHANNON KENNETH KARSLAKE,
55 Waterford Avenue, Maribyrnong, Victoria,
tradesman, deceased.

Creditors, next-of-kin and others having claims in respect of the deceased, who died on 29 October 2017, are required by the administrators, Rachael Torcasio and Sarah Kate Dzelilovic, to send particulars of such claims to the said executors by 9 July 2018, after which date the administrators will distribute the assets, having regard only to the claims of which they have notice.

O'FARRELL ROBERTSON McMAHON
LAWYERS,
Level 1, 35 Queen Street, Bendigo,
Victoria 3550.

Re: MICHAEL NEIL CORNISH, deceased,
late of 44 Dinwoodie Street, Hamilton, Victoria,
chiropractor.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 February 2018, are required by the trustee, Elizabeth Rebecca Catherine Cornish, to send particulars to her, care of the undermentioned solicitors, by 25 July 2018, after which date she may convey or distribute the assets, having regard only to the claims of which she then has notice.

PEARCE WEBSTER DUGDALES, lawyers,
4th Floor, 379 Collins Street, Melbourne 3000.

ARTHUR FREDERICK AKHURST, late of Royal Freemasons Coppin Centre, 45 Moubray Street, Melbourne, Victoria, retired banker, 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 Perpetual Trustee Company Limited ACN 000 001 007, of 35/525 Collins Street, Melbourne, Victoria, the executor, to send particulars to it by 27 July 2018, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

PERPETUAL LEGAL SERVICES PTY LTD,
35/525 Collins Street, Melbourne, Victoria 3000.

Re: LIBERA MORABITO, late of Bentleigh Manor Hostel, 34 Clairmont Street, Bentleigh, Victoria, widowed, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 October 2017, are required by Alessandra Shute, the trustee of the estate of the deceased, to send particulars of their claims to her, care of the undermentioned lawyers, by 26 July 2018, by which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: Estate of ARISTOULA PAPADIMITRIOU.

Creditors, next-of-kin and others having claims in respect of the estate of ARISTOULA PAPADIMITRIOU, late of Regis, 400 Waverley Road, Malvern East, Victoria, who died on

2 January 2018, are required by the personal representatives of the deceased, Katerina Speer and Jim Papas, the executors of the estate, to send particulars to them at the below address by 18 August 2018, after which date the said personal representatives will distribute the assets of the deceased, having regard only to the claims of which they then shall have notice.

SOMERSWOOD LAWYERS,
barristers and solicitors,
56 Somers Street, Burwood, Victoria 3125.
(Ref. 1237/Papadimitriou)

BEVERLEY LORRAINE DAMIANOPOULOS, late of Ave Maria Village, 25 Graham Street, Shepparton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 14 January 2017, are required to send particulars of their claims to the executors, Constantine Damianopoulos and Kenneth William Dunstan, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executors will distribute the assets, having regard only to the claims of which they then have notice.

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

Re: DEREK EDWARD EDWARDS, late of Unit 1, 9 Donaldson Drive, Warrnambool, Victoria 3280, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 April 2017, are required by the executor and trustee, Andrea Bernadette Edwards, to send particulars to her, care of the undermentioned solicitors, by 18 July 2018, after which date she may convey or distribute the assets, having regard only to the claims of which she then has notice.

TAITS LEGAL,
121 Kepler Street, Warrnambool 3280.

Re: JOYCELYN MARGARET PIERCY, late of Unit 2, 79 Northcliffe Road, Edithvale, Victoria 3196, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 27 March 2018, are required by the executors, Merran Joy Widianana and Elizabeth Ann Tierney, to send particulars to them, care of the undermentioned solicitors, by 20 July 2018, after which date the executors may convey and distribute the assets, having regard only to the claims of which they then have notice.

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

Re: The estate of KEITH JAMES ANDERSON, late of 1A Kerr Street, Beaumaris, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 January 2018, are required by the executor, Brett John Anderson, 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.

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

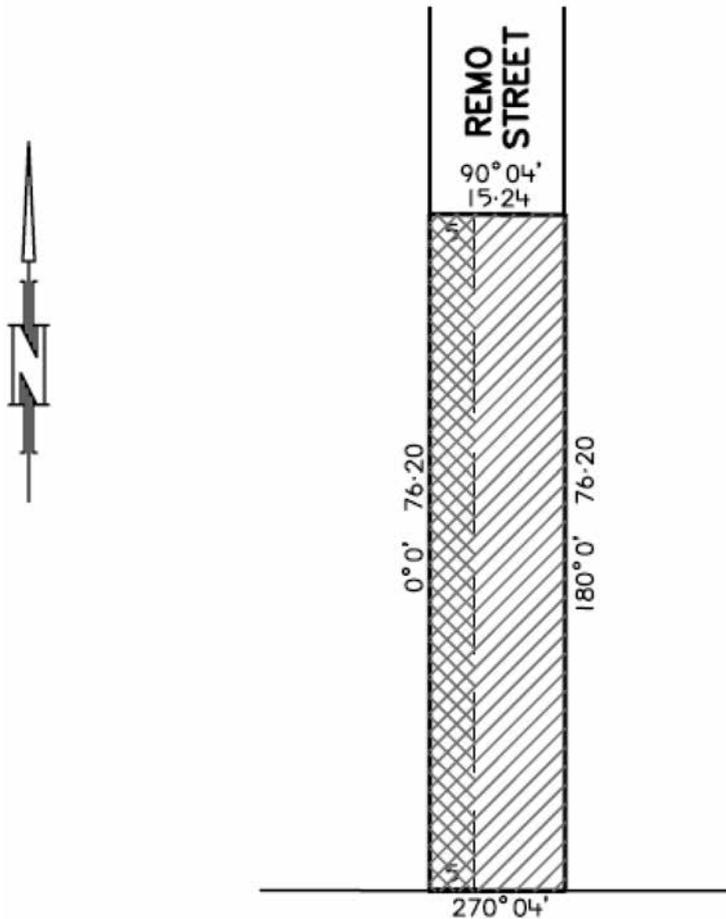
**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

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 of the road shown hatched and cross-hatched on the plan below, is not reasonably required as a road for public use. Council has resolved to discontinue the road shown hatched and cross-hatched being part of Remo Street, Mentone.

The land shown cross-hatched is discontinued subject to the right, power or interest of South East Water Corporation, United Energy, Multinet Gas and Telstra Corporation.

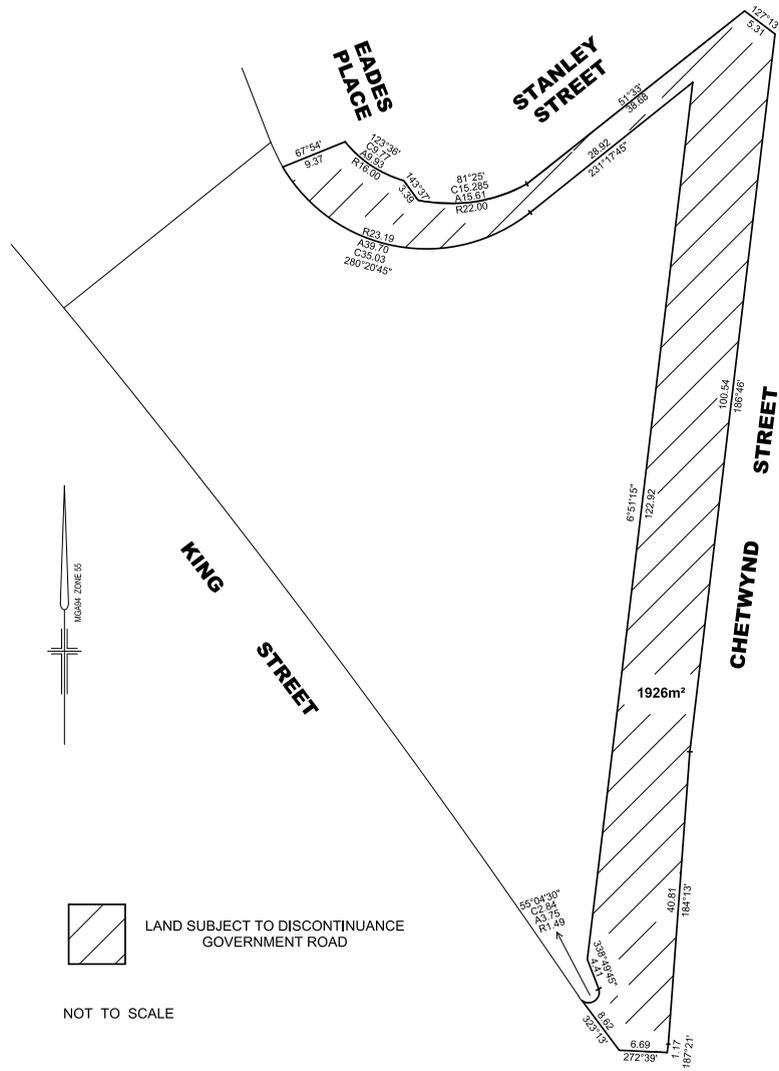


JOHN NEVINS
Chief Executive Officer
Kingston City Council

MELBOURNE CITY COUNCIL

Road Discontinuance

Pursuant to section 206(1) and Clause 3 of Schedule 10 of the **Local Government Act 1989**, the Melbourne City Council (Council) declares the portion of road, known as parts of Chetwynd Street, Eades Place and Stanley Street, West Melbourne, shown hatched on the plan below, discontinued. The affected area is intended to be reserved under the **Crown Land (Reserves) Act 1978** and the Council appointed as the committee of management.



Planning and Environment Act 1987
DAREBIN PLANNING SCHEME
 Notice of the Preparation of an Amendment
 Amendment C161

The Darebin City Council has prepared Amendment C161 to the Darebin Planning Scheme.

The land affected by the Amendment is land in the Fairfield Village neighbourhood centre as listed and highlighted on the map:

- 66–157 Station Street, Fairfield
- 1–31 Railway Place and 36 Railway Place, Fairfield
- 254–294 Wingrove Street, Fairfield
- 41 Hanslope Avenue, Fairfield (Fairfield Railway Station and surrounding reserve)
- 85–87 Gillies Street, Fairfield.



The Amendment proposes to implement the ‘Fairfield Village Built Form Guidelines, 2017’ and the ‘Fairfield Village Heritage Assessment, 2017’ by applying a new Design and Development Overlay, new Heritage Overlays, correcting minor zoning and overlay anomalies and updating relevant policy references in the Local Planning Policy Framework.

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: at the City of Darebin website, www.darebin.vic.gov.au/c161; at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection; during office hours, at the office of the planning authority, Darebin City Council, Level 1, 274 Gower Street, Preston; or during opening hours, at Fairfield Library, 84 Arthur Street, Fairfield.

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 18 June 2018.

A submission must be sent to the Coordinator Strategic Planning via: online submission: www.darebin.vic.gov.au/c161; direct email: our.fairfield.village@darebin.vic.gov.au; or post: Darebin City Council, PO Box 91, Preston, Victoria 3072.

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.

SUE WILKINSON
Chief Executive Officer

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

Notice of the Preparation of an Amendment to a Planning Scheme and Notice of an Application for Planning Permit Given Under Section 96C of the

Planning and Environment Act 1987

Amendment C367

Planning Permit Application No. 1463/2016

The land affected by the Amendment is 2–120 Mollers Lane and 10 Willows Place, Leopold.

The land affected by the application is 2–120 Mollers Lane, Leopold.

The Amendment proposes to:

- rezone farmland from Farming Zone to General Residential Zone 1 (2–120 Mollers Lane only);
- apply a new Design and Development Overlay 43 to guide future subdivision and urban design (2–120 Mollers Lane and 10 Willows Place);
- remove the Significant Landscape Overlay 10;
- update the Leopold local planning policy to extend the settlement boundary and refer to the South East Leopold Framework Plan 2016.

The Amendment is accompanied by a Section 173 Agreement to collect development contributions for community projects in Leopold.

The application is for a permit to allow a staged multi-lot subdivision, removal of native vegetation, removal of easements, and alteration of access and subdivision of land adjacent to a Road Zone Category 1.

The person who requested the Amendment/permit is TGM Group Pty Ltd.

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 Greater Geelong City Council, Brougham Street Customer Service Centre, Ground Floor, 100 Brougham Street, Geelong – 8.00 am to 5.00 pm weekdays; ‘Amendments’ section of the City’s website, www.geelongaustralia.com.au/amendments; 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. Submissions must be made in writing giving the submitter’s name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

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

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

The closing date for submissions is Monday 18 June 2018.

Submissions must be in writing and sent to:

The Coordinator, Strategic Implementation Unit, City of Greater Geelong, PO Box 104, Geelong, Victoria 3220; or by email to strategicplanning@geelongcity.vic.gov.au; or lodged online at www.geelongaustralia.com.au/amendments

For further information call the Strategic Implementation Unit on 5272 4820.

PETER SMITH
Coordinator Strategic Implementation

Planning and Environment Act 1987

MELTON PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C195

The Victorian Planning Authority (VPA) has prepared Amendment C195 to the Melton Planning Scheme.

The Amendment applies to land within the Plumpton Precinct Structure Plan area that is currently zoned Urban Growth Zone Schedule 11, which is generally bounded by Melton Highway to the north, the approved Taylors Hill West Precinct to the east, Taylors Road to the south and the Outer Metropolitan Ring (OMR) road reservation to the west. The Amendment also applies to the Kororoit Precinct Structure Plan area that is currently zoned Urban Growth Zone Schedule 12 and is bounded by Western Freeway to the south, Monaghans Lane (north of Kororoit Creek), Kororoit Creek and Sinclairs Road (south of Kororoit Creek) to the east.

The Amendment seeks to implement the ‘Plumpton and Kororoit Infrastructure Contributions Plan, April 2018’ that outlines the standard and supplementary levy required to be collected to fund infrastructure items identified in the incorporated ‘Plumpton Precinct Structure Plan, December 2017’ and ‘Kororoit Precinct Structure Plan, December 2017’.

You may inspect the Amendment, any documents that support the Amendment and the Explanatory Report, free of charge, at the following locations: during office hours, at the office of the planning authority, Victorian Planning Authority, Level 25, 35 Collins Street, Melbourne or at any time on the VPA website, <http://www.vpa.vic.gov.au>; during office hours at the office of Melton Shire Council, 232 High Street, Melton, 3337; or at any time at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person may make a submission to the planning authority about the Amendment in writing to Victorian Planning Authority, Level 25, 35 Collins Street, Melbourne, Victoria 3000 or via email to amendments@vpa.vic.gov.au. The closing date for submissions is Friday 15 June 2018.

The VPA must make a copy of every submission available at its office for any person to inspect during office hours free of charge until the end of two months after the Amendment comes into operation or lapses.

For more information visit www.vpa.vic.gov.au or call Stephanie Harder, Senior Strategic Planner or Melanie Ringersma, Senior Urban Planner on (03) 9651 9600.

STUART MOSELEY
Chief Executive Officer

Planning and Environment Act 1987

MORNINGTON PENINSULA PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C214

The Mornington Peninsula Shire Council has prepared Amendment C214 to the Mornington Peninsula Planning Scheme.

The land affected by the Amendment is located in Arthurs Seat, Capel Sound, Dromana, Fingal, Hastings, Main Ridge, McCrae, Red Hill, Rosebud, Rye, and Somerville (over 60 properties).

The Amendment proposes to apply the Heritage Overlay to places recommended for heritage protection in accordance with the findings of the Mornington Peninsula Shire Heritage Review Stage 2 (Mornington Peninsula Shire Heritage Review, Area 2 Volume 2 – Place and Precinct Citations, and additional separately prepared citations). The Amendment also seeks to update the mapping and schedules of some existing heritage places within the Heritage Overlay, and to re-order the list of heritage places in the Schedule to make listings easier to find.

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

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

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

The closing date for submissions is 29 June 2018. A submission must be sent to strategic.admin@mornpen.vic.gov.au or by post to the Executive Manager Planning Services, Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939.

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.

DAVID BERGIN
Executive Manager Planning Services
Mornington Peninsula Shire

Planning and Environment Act 1987

STONNINGTON PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C276

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

The land affected by the Amendment is the area known as the Chapel Street Activity Centre, including Prahran/South Yarra Activity Centre and the Toorak Road and Windsor Neighbourhood Activity Centres.

The Amendment proposes to amend provisions of the Stonnington Planning Scheme affecting land in the Chapel Street Activity Centre to correct mapping anomalies, increase the area allocated for public open space and delete redundant controls.

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, Stonnington City Council, 311 Glenferrie Road, Malvern, Victoria 3144; or at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Monday 18 June 2018. A submission must be sent to the Stonnington City Council, PO Box 58, Malvern, Victoria 3144, or email strategicplanning@stonnington.vic.gov.au

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.

SUSAN PRICE
Manager City Strategy

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

AKSELROUD, Efim, late of Unit 1, 97 Surrey Road, South Yarra, Victoria 3141, deceased, who died on 17 March 2018.

BURATTI, Jeanette Fay, late of Ruckers Hill, 14-24 Pearl Street, Northcote, Victoria 3070, deceased, who died on 24 January 2018.

CRAWFORD, Robert William, late of Unit 22, 2 Hanlon Court, West Wodonga, Victoria 3690, deceased, who died on 19 March 2018.

MILLER, Lynda Page, late of 165 Wonga Road, Ringwood, Victoria 3134, deceased, who died on 18 March 2018.

PROTIC, Zoran, late of St John of Kronstadt Russian Welfare, 13 Conway Street, Dandenong, Victoria 3175, deceased, who died on 25 September 2017.

SLATER, Dorothy May, late of Cambridge House, 3 Cambridge Street, Collingwood, Victoria 3066, deceased, who died on 14 December 2017.

WELCH, Evelyn, late of Multicultural Aged Care Services, 100 Weddell Road, North Geelong, Victoria 3215, deceased, who died on 20 November 2016.

Dated 8 May 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 18 July 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.

DOUTHIE, Craig Vincent, late of 29 Jennings Street, Kyneton, Victoria 3444, deceased, who died on 13 February 2018.

HAUWAI, Jennifer Teparé, late of Unit 9, 22 Murray Street, Kerang, Victoria 3579, deceased, who died on 28 January 2018.

SOMMERVILLE, Robert, late of Unit 6, 1 Fitzroy Avenue, Red Cliffs, Victoria 3496, deceased, who died on 30 January 2018.

Dated 9 May 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 July 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.

GOLDER, Gordon Frank, late of 46 Meridan Road, Golden Beach, Victoria 3851, deceased, who died on 25 September 2016.

GOSS, Pauline Elizabeth, late of 2 Buckmaster Street, Sunbury, Victoria 3429, deceased, who died on 11 February 2018.

MAHER, Brian, late of 3 Forest Court, Wendouree, Victoria 3355, deceased, who died on 10 December 2017.

MITIOGLU, Marin, late of Unit 12, 46 Thirteenth Street, Mildura, Victoria 3500, deceased, who died on 14 January 2018.

WATTS, Patricia, late of Alan David Lodge, 382 Torquay Road, Grovedale, Victoria 3216, deceased, who died on 23 December 2017.

WILLIAMS, Debbie Leanne, late of Unit 3, 54 Reed Crescent, Wonthaggi, Victoria 3995, deceased, who died on 4 March 2018.

Dated 11 May 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 July 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.

BULLOCK, Fay, late of Kurrajong Lodge, 2 Arnott Street, Horsham, Victoria 3400, deceased, who died on 30 June 2017.

DUFFIN, Raymond Edward, late of Bupa Bonbeach, 53–59 Broadway, Bonbeach, Victoria 3196, deceased, who died on 31 August 2017.

MESIC, Ivan, late of Unit 118, 530 Lygon Street, Carlton, Victoria 3053, deceased, who died on 30 June 2017.

Dated 14 May 2018

Co-operatives National Law (Victoria)

WANGANUI PARK SECONDARY COLLEGE CO-OPERATIVE LIMITED

On application under section 601AA of the **Corporations Act 2001** (the Act), notice is hereby given under section 601AA(4) of the Act, as applied by section 453(a) of the **Co-operatives National Law (Victoria)**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and its registration will be dissolved.

Dated at Melbourne 17 May 2018

DAVID JOYNER
Deputy Registrar of Cooperatives

Essential Services Commission Act 2001

NOTICE OF DETERMINATION

The Essential Services Commission has made a determination on maximum taxi fares for the ‘Melbourne Metropolitan’ and ‘Urban and Large Regional’ taxi zones.

The determination sets the maximum fares that can be charged for taxi services operated under taxi licences for these zones. The determination takes effect on 30 June 2018 and amends a determination made in 2016.

View the determination at www.esc.vic.gov.au

The commission has made this determination in line with sections 32 and 33 of the **Essential Services Commission Act 2001**.

Education And Training Reform Act 2006

MINISTERIAL ORDER NO. 1125

Procedures for Suspension and Expulsion of Students in Government Schools

PART 1 – PRELIMINARY**1. Title**

This Order may be cited as Ministerial Order No. 1125 – ‘Procedures for Suspension and Expulsion of Students in Government Schools’.

2. Authorising provisions

This Order is made under sections 2.2.19 and 5.10.4 of, and clause 4 of Schedule 6 to, the **Education and Training Reform Act 2006**.

3. Commencement

- (1) Clauses 1 to 4 of this Order commence on the day this Order is made; and
- (2) Clauses 5 to 19 of this Order commence on 16 July 2018.

4. Revocation

- (1) Ministerial Order No. 969 – ‘Procedures for Suspension and Expulsion of Students in Government Schools’, made by the Minister for Education on 15 January 2018, is revoked on the day this clause commences; and
- (2) Ministerial Order No. 625 – ‘Procedures for Suspension and Expulsion of Students in Government Schools’, made by the Minister for Education on 23 December 2013 is revoked on 16 July 2018.

5. Definitions

- (1) In this Order –

affected parties means any party which may be impacted by the issue which is subject of the behaviour support and intervention meeting, and may include, but is not limited to, other students at the school, teachers at the school and/or the school community;

Area Executive Director means an employee of the Secretary for the time being appointed to, acting in or performing the role of Area Executive Director in a regional office;

Business day means any day except for a holiday (as defined in section 44(4) of the **Interpretation of Legislation Act 1984**);

Department means the Department of Education and Training;

disability means –

- (a) total or partial loss of a bodily function; or
- (b) the presence in the body of organisms that may cause disease; or
- (c) total or partial loss of a part of the body; or
- (d) malfunction of a part of the body, including –
 - (i) a mental or psychological disease or disorder;
 - (ii) a condition or disorder that results in a person learning more slowly than people who do not have that condition or disorder; or
- (e) malformation or disfigurement of a part of the body –

and includes a disability that may exist in the future (including because of a genetic predisposition to that disability) and, to avoid doubt, behaviour that is a symptom or manifestation of a disability;

independent member list means the list of persons employed or engaged by the Secretary to the Department of Health and Human Services, as updated from time-to-time, who have been approved by the Secretary to the Department of Health and Human Services to be eligible for appointment to an Expulsion Review Panel under clause 18(8) of this Order;

nominated means nominated in accordance with Part 2;

out of home care means a child who is living with someone other than a parent and includes –

- (a) an informal care arrangement that may or may not be documented by an Informal Relative Carer Statutory Declaration form; and
- (b) a formal care arrangement that is provided for under the **Family Law Act 1975** (Cth) and includes a Parenting Plan or a Court Order; and
- (c) a formal care arrangement that is provided for under the **Children, Youth and Families Act 2005** or other state welfare legislation;

overseas student has the same meaning as in the **Education and Training Reform Act 2006**;

parent in relation to a child means any person who has parental responsibility for ‘major long term issues’ as defined in the **Family Law Act 1975** (Cth) or has been granted ‘guardianship’ for the child pursuant to the **Children, Youth and Families Act 2005** or other state welfare legislation;

principal means an employee within the meaning of Division 2, 3 and 3A of Part 2.4 of the **Education and Training Reform Act 2006** occupying, or for the time being performing the duties of, the position of principal of a Government school;

regional approved list means the list for each region approved by the Regional Director for the region in accordance with subclause (2);

Regional Director means an employee of the Secretary for the time being appointed to, acting in or performing the role of Regional Director in a regional office, and who has regional responsibility for the school at which the student is enrolled, or was enrolled immediately prior to their expulsion;

regional office means the area of the Department that is responsible for supporting the delivery of education services in a particular region across Victoria;

relevant person means –

- (a) where a student is living with his or her parent/s, is under 18 years of age and is not considered a mature minor –
 - (i) a parent;
 - (ii) an adult nominated by the parent; or
 - (iii) an adult from the suitable person list;
- (b) where a student is in out of home care –
 - (i) a parent;
 - (ii) an adult who is residing with, and providing care to, the child in the out of home care arrangement; or
 - (iii) an adult from the suitable person list;
- (c) where a student is considered a mature minor –
 - (i) an adult nominated by the student; or
 - (ii) an adult from the suitable person list;

Secretary means the Secretary to the Department;

school day means a day on which the school is open for instruction;

suitable person means a person selected from the suitable person list to be a relevant person for the purposes of a suspension or an expulsion;

suitable person list means a list, created by each Area Executive Director or Regional Director, of persons who are:

- (a) employed by the Department; and
 - (b) have completed training to be a relevant person.
- (2) For the purpose of the definition of **regional approved list**, a Regional Director must approve a list consisting of 1 or more of any of the following persons in the relevant regional office –
- (a) Area Executive Director; and
 - (b) any other senior staff member for that region or local area.
- (3) For the purpose of subclause (2)(b), a principal is not a senior staff member for a region or local area.
- (4) If the position title of Regional Director, Area Executive Director or any other position in the Department referred to in this Order or in an instrument made under this Order is changed, the reference to the position is, from the date when the name is changed, taken to be a reference to the position by the new name, provided the role and responsibilities of the position by the new name remain the same or substantially similar.

6. Application

- (1) This Order applies to students enrolled in Government schools in Victoria.
- (2) This Order does not apply to the expulsion of an overseas student under section 2.2.8 of the **Education and Training Reform Act 2006** in respect of whom any fee required to be paid under that section has not been paid by the due date.

PART 2 – IDENTIFYING THE RELEVANT PERSON

7. Relevant persons

- (1) Where a student or parent nominates an adult as the relevant person, the principal must –
 - (a) notify that adult of the nomination;
 - (b) explain the duties and obligations of a relevant person to the nominated adult; and
 - (c) ensure the student or parent and the nominated adult complete the ‘Nomination and Acceptance Form’.
- (2) Where a person from the suitable person list is required, the principal must –
 - (a) submit a ‘Request to Appoint a Person from the Suitable Person List’ form to the Area Executive Director; and
 - (b) appoint, in conjunction with the Area Executive Director, a person from the suitable person list.
- (3) In applying this Order, where a student has attained 18 years of age, the principal may disregard any reference in this Order to ‘relevant person’, however, the student should be encouraged to have a support person or independent person to provide support to the student;
- (4) In applying subclause (3), where it is apparent to a principal that a student has a disability, the principal must:
 - (a) make enquiries as to the student’s ability to represent himself or herself for the purposes of this Order; and

- (b) after making such enquiries, if the principal is not satisfied that a student has the ability to adequately represent himself or herself, subclause (3) shall not apply to that student and the student is not to be treated as if he or she were a mature minor.

PART 3 – SUSPENSION

8. Authority for suspension

- (1) Only a principal has the authority to suspend a student from the school of which he or she is the principal.
- (2) A principal may not delegate his or her power to suspend a student.

9. Grounds for suspension

A principal may suspend a student if, whilst attending school, travelling to or from school or engaging in any school activity away from the school (including travelling to or from that activity), the student –

- (a) behaves in such a way as to pose a danger, whether actual, perceived or threatened, to the health, safety or wellbeing of any person;
- (b) causes significant damage to or destruction of property;
- (c) commits or attempts to commit or is knowingly involved in the theft of property;
- (d) possesses, uses or sells or deliberately assists another person to possess, use or sell illicit substances or weapons;
- (e) fails to comply with any clear and reasonable instruction of a staff member so as to pose a danger, whether actual, perceived or threatened, to the health, safety or wellbeing of any person;
- (f) consistently engages in behaviour that vilifies, defames, degrades or humiliates another person based on age; breastfeeding; gender identity; disability; impairment; industrial activity; lawful sexual activity; marital status; parental status or status as a carer; physical features; political belief or activity; pregnancy; race; religious belief or activity; sex; sexual orientation; personal association (whether as a relative or otherwise) with a person who is identified by reference to any of the above attributes; or
- (g) consistently behaves in an unproductive manner that interferes with the wellbeing, safety or educational opportunities of any other student.

10. Procedures for suspension

- (1) In determining whether to suspend a student the principal must ensure that suspending the student is appropriate to –
 - (a) the behaviour for which the student is being suspended;
 - (b) the educational needs of the student;
 - (c) any disability of the student;
 - (d) the age of the student; and
 - (e) the residential and social circumstances of the student.
- (2) Before implementing a suspension, the principal must ensure that –
 - (a) the student has had the opportunity to be heard;
 - (b) any information or documentation provided by the student or their relevant person has been taken into account in making the decision regarding suspension; and
 - (c) other forms of action to address the behaviour for which the student is being suspended have been considered.

- (3) Prior to suspension taking effect, or on the day of implementing a suspension with immediate effect in accordance with subclauses (4) and (5), the principal must –
 - (a) identify the relevant person in accordance with Part 2;
 - (b) give verbal notification to the student and notify the relevant person via telephone or in person of the reason/s for the suspension, the school days on which the suspension shall occur and where the suspension will occur;
 - (c) provide contact details for additional support services to the student and their relevant person, as appropriate;
 - (d) where the student is suspended for 3 school days or less, provide meaningful work;
 - (e) where the student is suspended for more than 3 school days, develop a Student Absence Learning Plan and Return to School Plan;
 - (f) provide the student and their relevant person with a Notice of Suspension which must include –
 - (i) the reasons for the suspension; and
 - (ii) the school days on which the suspension shall occur; and
 - (iii) provide the student and their relevant person with copies of the Student Absence Learning Plan and the Return to School Plan (if required to be prepared in accordance with paragraph (e));
 - (g) provide the student and their relevant person with a copy of the information brochure ‘Procedures for Suspension’; and
 - (h) record the suspension in CASES21.
- (4) The principal may implement a suspension in accordance with this Part to have immediate effect if the student’s behaviour is such that they are putting the health, safety and wellbeing of themselves, or any other person at significant risk.
- (5) Where a principal implements a suspension with immediate effect, the principal may determine to expel the student, in accordance with the procedures in Part 4, while the student is on suspension.
- (6) Where a principal implements a suspension with immediate effect, the principal has a duty of care to provide supervision of the student –
 - (a) until the student is collected by a parent or a person chosen as an emergency contact for the student by the parent; or
 - (b) if the student is in out of home care, if the student cannot be collected by a parent, until the student is collected by an adult who is residing with, and providing care to, the student; or
 - (c) until the end of the school day; or
 - (d) in the case of a school camp or school excursion, if paragraphs (a) or (b) do not apply, until the end of the camp or excursion.

11. Period of suspension

- (1) The maximum continuous period of time a student can be suspended at any given time is 5 school days, unless a longer period is approved by the Regional Director in accordance with subclause (2).
- (2) Where a principal implements a suspension with immediate effect and is considering whether to expel the student, the principal may request written approval from the Regional Director for a period of suspension greater than 5 school days for the purposes of undertaking the expulsion procedures in Part 4.
- (3) A student cannot be suspended for more than 15 school days in a school year without written approval from the Regional Director.

- (4) If a student is suspended for a period which is longer than the days left in a term the principal should consider the likely disruption to the student's learning before imposing a suspension that will continue into the following term.
- (5) If a student has been suspended for 15 school days in a school year, an expulsion is not the automatic consequence.

PART 4 – EXPULSION

12. Authority for expulsion

- (1) Only a principal has the authority to expel a student from the school of which he or she is the principal.
- (2) A principal may not delegate his or her power to expel a student.
- (3) A principal must not expel a student who is aged 8 years or less, unless approval from the Secretary has been obtained in accordance with clause 16(1)(d) of this Order.

13. Grounds for expulsion

A principal may expel a student from the school if, whilst attending school, travelling to and from school or engaging in any school related activity away from school (including when travelling to or from that activity) –

- (a) the student does anything mentioned in clause 9(a) to (g) of this Order; and
- (b) the student's behaviour is of such magnitude that, having regard to the need of the student to receive an education compared to the need to maintain the health, safety and wellbeing of other students and staff at the school and the need to maintain the effectiveness of the school's educational programs, expulsion is the only available mechanism.

14. Procedures prior to expulsion

- (1) The principal must identify the relevant person in accordance with Part 2.
- (2) The principal must inform the Regional Director that expulsion of a student is being considered if the student belongs to 1 or more of the following classes of student:
 - (a) a student in out of home care;
 - (b) a student with a disability who is eligible for the 'Program for Students with Disabilities' provided by the Department;
 - (c) an Aboriginal or Torres Strait Islander student.
- (3) If the student is an overseas student, the principal must inform the relevant business unit of the Department that the expulsion of the student is being considered.

15. Behaviour support and intervention meeting

- (1) The principal must convene a behaviour support and intervention meeting.
- (2) The purpose of the behaviour support and intervention meeting is to –
 - (a) advise the student and their relevant person that the principal is considering whether to expel the student;
 - (b) ensure all available supports and interventions to support the behaviours of concern are considered for the student;
 - (c) outline the grounds for expulsion that are being considered and the evidence to support a finding that the student has engaged in relevant conduct;
 - (d) ensure that the student and their relevant person have the opportunity to be heard;
 - (e) consider the impact of the behaviour of the student on other affected parties; and

- (f) identify the future educational, training and/or employment options most suited to the student's needs and agree on a course of action in the event expulsion is decided.
- (3) The principal must seek the support of a member selected from the regional approved list to –
 - (a) attend the behaviour support and intervention meeting, where appropriate;
 - (b) ensure all available supports and interventions to support the behaviours of concern are considered for the student;
 - (c) ensure that alternative disciplinary measures are considered for the student;
 - (d) ensure that the appropriate education, training and/or employment options are considered for the student; and
 - (e) assist in implementing the course of action agreed to at the behaviour support and intervention meeting.
- (4) Prior to the behaviour support and intervention meeting the principal must contact the student and the relevant person and advise them of the following –
 - (a) provide the student and their relevant person with a copy of the information brochure titled 'Information for parents and carers about school expulsions';
 - (b) the date, time and place for the behaviour support and intervention meeting;
 - (c) that both the student and their relevant person are encouraged to attend the behaviour support and intervention meeting;
 - (d) that if the student's relevant person is unable or unwilling to attend, the relevant person and/or the student may nominate another adult to attend the behaviour support and intervention meeting;
 - (e) the matters to be discussed at the behaviour support and intervention meeting including the impact of the key issues on the affected parties;
 - (f) the relevant person and/or the student may be accompanied at the behaviour support and intervention meeting by an independent support person of their choice who is not acting for fee or reward; and
 - (g) that if the student and their relevant person do not attend the behaviour support and intervention meeting, the behaviour support and intervention meeting may proceed in their absence and, if expulsion is decided, the course of action may be determined without the benefit of hearing from the student and their relevant person.
- (5) The principal should determine whether the assistance of an interpreter in any language (including Auslan) is required by any person who is to attend the behaviour support and intervention meeting and arrange for such assistance to be present at the behaviour support and intervention meeting.
- (6) When conducting a behaviour support and intervention meeting a principal must ensure that the behaviour support and intervention meeting is conducted as informally as possible.
- (7) If the student and their relevant person do not attend the behaviour support and intervention meeting, the principal must ensure that the key points discussed at the behaviour support and intervention meeting are recorded in writing and sent to the student and their relevant person.

16. Decision regarding expulsion

- (1) Before deciding to expel a student the principal must:
 - (a) properly, fairly and without bias consider all of the relevant matters, including the impact of the behaviour of the student on other affected parties, in making their decision;

- (b) determine whether the expulsion is appropriate when compared to –
 - (i) the behaviour for which the student is being expelled;
 - (ii) the educational needs of the student;
 - (iii) any disability of the student;
 - (iv) the age of the student;
 - (v) the magnitude and impact of the student's actions; and
 - (vi) the residential and social circumstances of the student.
 - (c) ensure that any information or documentation provided by the student or their relevant person has been taken into account in making the decision regarding expulsion; and
 - (d) where the student is 8 years of age or less, seek approval to expel the student from the Secretary.
- (2) The principal must notify the student and their relevant person of the principal's decision to expel or not expel the student:
- (a) where the student is 9 years of age or more, within 2 business days of the conclusion of the behaviour support and intervention meeting;
 - (b) in any other case, within 10 business days of the conclusion of the behaviour support and intervention meeting.
- (3) If the principal decides to expel the student, the principal must provide the student and their relevant person with the following documentation –
- (a) a Notice of Expulsion, which must state –
 - (i) the ground/s for the expulsion;
 - (ii) the reason/s for the expulsion;
 - (iii) the date of the commencement of the expulsion; and
 - (iv) that the student has a right to appeal the expulsion decision.
 - (b) a copy of the Expulsion Appeal form.
- (4) The principal must prepare an Expulsion Report which must be in writing and contain –
- (a) a short statement of the history of the student's time at the school;
 - (b) the grounds for the expulsion;
 - (c) the reasons for expulsion;
 - (d) any considerations in support of the expulsion including a comprehensive range of strategies which might have been employed to date;
 - (e) any considerations of the impact of behaviour of the student on other affected parties;
 - (f) any representation made by the student or their relevant person;
 - (g) a summary of the options considered at the behaviour support and intervention meeting and why expulsion was considered necessary;
 - (h) details of the arrangements that have been made for the continuing education, training and/or employment of the student; and
 - (i) recommendations on whether any further action either at the school, local, regional or system level is required, including strategies at the school level to prevent the repeat of similar circumstances.
- (5) Within 1 business day of the expulsion taking effect, a copy of the Notice of Expulsion and the Expulsion Report must be provided to the Regional Director.
- (6) The principal must record the expulsion in CASES21.

17. Procedures following expulsion

- (1) The principal of the expelling school, in collaboration with the Department's relevant regional office, must ensure that the student is provided with other educational and development opportunities as soon as practicable after the expulsion.
- (2) In the case of a student of compulsory school age, the relevant regional office, in collaboration with the principal, must ensure that the student is participating in 1 or more of the following options as soon as practicable –
 - (a) enrolled at another registered school;
 - (b) enrolled at a registered training organisation;
 - (c) engagement with an employment agency or other organisation that provides services that support the future employment of the student.
- (3) In the case of a student of compulsory school age, the principal must provide the student with meaningful work from the time of expulsion until the student is participating in 1 or more of the options specified in subclause (2), and monitor completion of that work.
- (4) The obligations in subclauses (2) and (3) do not apply if an exemption under section 2.1.5 of the **Education and Training Reform Act 2006** applies.¹
- (5) In the case of a student who is beyond compulsory school age, the relevant regional office, in collaboration with the principal, must provide the student and their relevant person with information about other schools or registered training organisations that may provide suitable opportunities for the student, or employment agencies or other organisations that support the future employment of the student.

18. Appeal procedures

- (1) A student may appeal a principal's decision to expel the student to the Secretary (or the Secretary's delegate) provided that the appeal is lodged in accordance with this Order.²
- (2) The grounds on which an appeal can be made are –
 - (a) there have not been sufficient prior interventions and strategies utilised prior to the decision to expel where the student has a history of behavioural issues;
 - (b) the grounds on which the student was expelled are unfair;
 - (c) that the expulsion process was not followed by the principal; and
 - (d) other extenuating circumstances.
- (3) An Expulsion Appeal must be received by the principal within 10 business days of the student and their relevant person receiving the Notice of Expulsion.
- (4) The principal must provide the Secretary (or the Secretary's delegate) with a copy of the following documents within 1 business day of receiving the Expulsion Appeal –
 - (a) Notice of Expulsion;
 - (b) Expulsion Report; and
 - (c) Expulsion Appeal.
- (5) The Secretary (or the Secretary's delegate) must determine to either:
 - (a) uphold the decision made by the principal to expel the student; or
 - (b) overturn the decision made by the principal to expel the student.
- (6) The Secretary (or the Secretary's delegate) may appoint an Expulsion Review Panel to review the principal's decision to expel the student.
- (7) The Expulsion Review Panel must –

¹ Section 2.1.5 authorises the Minister to exempt a student from enrolment at school, attendance at school or both enrolment and attendance at school.

² Section 2.2.19(2) of the Act states that a student expelled from a Government school may, in accordance with any Ministerial Order, appeal to the Secretary against his or her expulsion.

- (a) provide an opportunity for the student and their relevant person to be heard;
 - (b) provide an opportunity for the principal to be heard (either in person or by some other means considered appropriate by the Expulsion Review Panel);
 - (c) consider the safety and wellbeing of affected parties, including where an expulsion decision may be overturned, where relevant to the grounds of the appeal; and
 - (d) provide an Expulsion Review Panel Report to the Secretary (or delegate) outlining the relevant facts and relevant considerations and recommending to the Secretary (or delegate) the decision that should be made in relation to the expulsion appeal.
- (8) Subject to subclause (9), if the Secretary (or the Secretary's delegate) determines to appoint an Expulsion Review Panel, the Secretary (or delegate) must appoint the following persons to be members of the panel –
- (a) a Department representative selected by the Secretary (or delegate);
 - (b) a member from the independent member list, selected by the Regional Director; and
 - (c) a member from the regional approved list selected by the principal.
- (9) In appointing a person under subclause (8), the Secretary (or the Secretary's delegate) must not appoint a person who participated in the behaviour support and intervention meeting prior to the expulsion.
- (10) The Secretary (or the Secretary's delegate) must appoint an Executive Officer to assist the Expulsion Review Panel.
- (11) The role of the Executive Officer is to –
- (a) liaise with the panel members to determine an appropriate date, time and place to convene an Expulsion Review Panel meeting;
 - (b) contact the student and their relevant person and advise them of the following –
 - (i) the date, time and place for the Expulsion Review Panel meeting;
 - (ii) that both the student and their relevant person are encouraged to attend the Expulsion Review Panel meeting;
 - (iii) that if the student's relevant person is unable or unwilling to attend, the relevant person and/or the student may nominate another adult to attend the Expulsion Review Panel meeting;
 - (iv) the student and/or relevant person may be accompanied at the meeting by an independent support person of their choice who is not acting for fee or reward; and
 - (v) if the student and their relevant person do not attend the Expulsion Review Panel meeting, the Expulsion Review Panel meeting may proceed in their absence, and an Expulsion Review Panel Report to the Secretary may be prepared without the benefit of hearing from the student and their relevant person.
 - (c) determine whether the assistance of an interpreter in any language (including Auslan) is required by any person who is to attend the Expulsion Review Panel meeting and arrange for such assistance to be present at the meeting;
 - (d) ensure that the panel members receive the following documents prior to the Expulsion Review Panel meeting –
 - (i) Notice of Expulsion;
 - (ii) Expulsion Report; and
 - (iii) Expulsion Appeal;

- (e) ensure that the panel members are fully informed of their role; and
 - (f) appoint a Chairperson for the Expulsion Review Panel meeting.
- (12) The expulsion review panel must provide a completed Expulsion Review Panel Report to the Secretary (or the Secretary's delegate) within 1 business day of the conclusion of the Expulsion Review Panel meeting.
- (13) Where the Secretary (or the Secretary's delegate) appoints an Expulsion Review Panel, the Secretary (or delegate) must consider the Expulsion Review Panel Report prior to making a determination but he or she is not bound to follow the recommendation made by the Expulsion Review Panel.
- (14) The Secretary (or the Secretary's delegate) should use his or her best endeavours to make a determination within 15 business days of receiving the Expulsion Appeal from the principal.
- (15) The Secretary (or the Secretary's delegate) must verbally notify the student, their relevant person, and the principal of the outcome of the appeal within 2 business days of the decision being made.
- (16) The Secretary (or the Secretary's delegate) must also provide written notification to the student, their relevant person and the principal of the determination made in relation to the expulsion appeal.
- (17) If an Expulsion Review Panel was appointed a copy of the Expulsion Review Panel Report must be sent to the student, their relevant person and the principal.
- (18) If the Secretary (or the Secretary's delegate) overturns the principal's decision to expel the student, the principal must ensure that the following actions are implemented as soon as possible –
- (a) the student must be re-enrolled in the school;
 - (b) the principal must work with the student, their relevant person and the student's teacher/s to develop a Return to School Plan for the student;
 - (c) the principal must ensure that the record of expulsion is removed from the student's permanent record and CASES21; and
 - (d) once expulsion has been removed from the student's record, the principal must notify the student and their relevant person of this in writing.
- (19) If a delegate of the Secretary is considering an appeal under this clause, the Secretary must not, in any capacity, seek to direct or control the delegate in relation to the consideration and determination of the appeal.

19. Transitional Provisions

- (1) Ministerial Order 625 applies to all disciplinary action commenced but not yet completed before the date this Order comes into operation.
- (2) For the purposes of subclause (1), disciplinary action, in relation to a student:
- (a) commences when the following occurs:
 - (i) in the case of a suspension, the principal first takes any action under clause 7 of the Ministerial Order 625;
 - (ii) in the case of an expulsion, the principal first takes any action under clause 11 of the Ministerial Order 625;
 - (iii) in the case of an appeal of an expulsion, the student lodges an appeal of a principal's decision to expel the student under clause 13 of the Ministerial Order 625;

- (b) is completed when the following occurs:
 - (i) in the case of a suspension, the principal decides to suspend or not suspend the student under clause 7 of the Ministerial Order 625;
 - (ii) in the case of an expulsion, the principal decides to expel or not expel the student under clause 11 of the Ministerial Order 625;
 - (iii) in the case of an appeal of an expulsion, the Secretary (or delegate) determines the appeal under clause 13 of the Ministerial Order 625.
- (3) Where an appeal is lodged after the commencement of this Order, in relation to a decision to expel a student under Ministerial Order 625, the appeal must be determined:
 - (a) subject to paragraphs (b) and (c), in accordance with clause 18 of this Order;
 - (b) as though clauses 9 to 11 of Ministerial Order 625 continue to apply;
 - (c) as though clauses 12 to 16 of this Order do not apply.
- (4) In this clause:
 - (a) **disciplinary action** means any action taken under the Ministerial Order 625 in relation to:
 - (i) the suspension or proposed suspension of a student;
 - (ii) the expulsion or proposed expulsion of a student;
 - (iii) an appeal of a principal's decision to expel a student;
 - (b) **Ministerial Order 625** means Ministerial Order No. 625 – 'Procedures for Suspension and Expulsion', made by the Minister for Education on 23 December 2013.

Dated 9 May 2018

THE HON. JAMES MERLINO MP
Minister for Education

Electricity Industry Act 2000

JEMENA ELECTRICITY NETWORKS (VIC.) LTD

ABN 82 064 651 083

Deemed Distribution Contract

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called '*customer connection services*'.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website <http://jemena.com.au>

1 THE PARTIES

This contract is between:

Jemena Electricity Networks (Vic.) Ltd ABN 82 064 651 083 who provides you with *customer connection services* at the *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

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

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 the *deemed distribution contract* for *customers* under the **Electricity Industry Act 2000** (Vic.).

3.2 Does this contract apply to you?

This contract applies to you in relation to a particular *premises* to the extent that there is no separate written agreement between you and us that deals with a matter that is covered by this contract. If there is any inconsistency between a provision in this contract and a provision in the separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

- (a) If your premises are already connected to our distribution system, this contract starts on 17 May 2018 (and replaces any previous deemed electricity distribution contract).
- (b) If you or your retailer request connection or reconnection of your *premises*, this contract starts on the date that you start to take supply of energy at those *premises*.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be disconnected (a ‘termination notice’) – 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 even if you have vacated the premises earlier; or
 - (ii) if you start receiving supply of *energy* for the *premises* under a different customer connection contract – on the date that contract starts; or
 - (iii) if a different *customer* starts receiving supply of *energy* for the *premises* – on the date the connection contract of that *customer* starts; or
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 *business days* after we disconnect the *premises* under the *energy laws*, if you have not within that period asked your *retailer* to reconnect the *premises* and met the requirements in the *energy laws* for reconnection.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *customer connection services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) Charges for *customer connection services* will be billed under your contract with your *retailer*.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of *energy* to your *premises*. This is the role of your *retailer*.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of *customer connection services* at your *premises* safely and in accordance with the *energy laws*.
- (b) Our obligations extend up to the *connection point* where *energy* is to be supplied to the *premises* (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the *Electricity Distribution Code*. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable *GSL scheme*.

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 promptly:

- (a) inform your *retailer* or us of any change to your contact details; and
- (b) inform your *retailer* or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing *customer connection services* at the *premises*; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of *energy* to the *premises* or the *premises* of any other person; and
- (d) inform either your *retailer* or us of any permanent material change to the *energy* load or pattern of usage at the *premises*.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract; and
- (b) our reasonable requirements under the *energy laws*, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your *premises* any reasonable or agreed facility required by us to provide *customer connection services* to the *premises*; and
- (c) the obligations imposed on *customers* under the *Electricity Distribution Code* issued by the *ESC* (and if there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails).

6.4 Life support equipment

- (a) If a person living at your *premises* requires life support equipment, you must register the *premises* with your *retailer* or with us. 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 *retailer* if the life support equipment is no longer required at the *premises*.
- (c) If the *premises* are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned *interruption* to the supply of *energy* to the *premises*; and
 - (ii) at least 4 *business days* notice in writing of any planned *interruptions* to the supply of *energy* to the *premises* (the 4 *business days* to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned *interruption*; and
 - (iv) an emergency telephone contact number.

6.5 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.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the *premises*, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of *energy* under this contract including but not limited to your obligations under the *Electricity Distribution Code*.
- (b) If you no longer want to keep a generator at the *premises* connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a generator (for example, a solar panel) at the *premises* to our distribution system for the purpose of exporting *energy* or any other purposes, you must apply for a connection service under the *National Electricity Rules*. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of an embedded generator connected to the *premises* or add any storage equipment connected to a micro embedded generator, you must comply with the requirements of the *National Electricity Rules* and the terms and conditions of our connection offer or connection contract (whichever is applicable) made under the *National Electricity Rules*. This will require you to make an application to us prior to any changes being undertaken. We will be reasonable in our assessment of any application and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your *premises*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or *premises* and we may remove them after disconnection of your electricity supply at the *premises*. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the *premises* connected to our distribution system must have a nominal rating within the nominal voltage supply range for the *connection point*.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your *premises* does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes per phase; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your *premises*.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

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

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **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) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or

- (ii) the failure to comply arises as a result of the other party's breach of this contract or the *energy laws* or (subject to the party's compliance with its relevant obligations under the *Electricity Distribution Code*) by a *force majeure event*.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the *energy laws* if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

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.

8.4 Our liability under the Competition and Consumer Act

The **Competition and Consumer Act 2010** and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the *energy laws*, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter our metering installation at the *premises*; and
- (b) calculate or measure *energy* supplied or taken at the *premises*; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the *premises*; and
- (f) examine or inspect an energy installation at the *premises*; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the *premises*; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by you or your *retailer*.

9.2 Our obligations

If we or our representatives seek access to the *premises* under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a planned *interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of *energy* to the *premises* under the *energy laws* for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another *customer*.
- (b) If your *energy* supply will be affected by a planned *interruption*, we will give you at least 4 *business days* notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises*:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the *customer's* energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;
 - (ii) for health or safety reasons;
 - (iii) in an *emergency*;
 - (iv) as required by a *relevant authority*;
 - (v) to shed demand for *energy* because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a *customer*.
- (b) If an unplanned *interruption* is made, we will use our best endeavours to restore energy supply to the *premises* as soon as possible.
- (c) We will make information about unplanned *interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when *energy* supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
 - (i) an *interruption* to the supply of *energy* to the *premises*; or
 - (ii) a supply of *energy* to the *premises* of a quality in breach of any relevant standards under the *energy laws*.
- (b) If you request an explanation be in writing we must, within 10 *business days* (for quality of supply) and 20 *business days* (for reliability of supply and interruption of supply) of receiving the request, give you either:
 - (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment of charges via your retailer

The amounts you are billed under your contract with your *retailer* include our charges for *customer connection services*.

11.2 Determination of our charges

We will determine our charges for a *billing cycle* in accordance with the *energy laws*.

11.3 Assignment of Network Tariffs

You agree that we may assign or reassign your network tariff or any component thereof by applying the criteria approved by the Australian Energy Regulator in conjunction with our network tariffs. Any such assignment or reassignment will be based on the load and connection characteristics at your *connection point*. Additional information on network tariffs may be obtained from our website.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the *energy laws*, we may disconnect your *premises* if:

- (a) your *retailer* informs us that it has a right to arrange for disconnection under your contract with your *retailer* and requests that we disconnect the *premises*; or
- (b) you use *energy* supplied to the *premises* wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your *retailer* such that you would not have been entitled to be connected if you had not provided the false information; or
- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*; or
- (e) if you fail to give us safe and unhindered access to the *premises* as required by clause 9 or any requirement under the *energy laws*; or
- (f) in an *emergency* or for health and safety reasons; or
- (g) if required to do so at the direction of a *relevant authority*; or
- (h) if we are otherwise permitted by the *energy laws* to disconnect the *premises*.

Note: The *energy laws* allow distributors and other authorised people to disconnect or arrange the *disconnection of premises* in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c), 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other *customers*;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your *premises* under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a *disconnection* warning notice that:
 - (i) requires you to rectify, within 5 *business days* of date of receipt of the notice set out in clause 15(b), the issue that could lead to *disconnection*; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and

- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your *premises* in addition to providing a *disconnection* warning notice; and
- (c) you fail to comply with the *disconnection* warning notice within 5 *business days* after the date of receipt.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an *emergency*.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the *energy laws*, we must not disconnect the *premises* during the following times ('the protected period'):
 - (i) on a *business day* before 8.00 am or after 2.00 pm (or 3.00 pm for *business customers*); or
 - (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.
- (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 7 which deals with wrongful and illegal use of *energy*; or
 - (v) if your *retailer* makes such a request on your behalf; 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.

12.6 Our rights after disconnection

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retailer*.

12.7 Disconnection fee

If you have not complied with a *disconnection* warning notice and we arrive at the *premises* to *disconnect* the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will be liable to pay a reasonable fee for our attendance at the *premises*.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the *premises* if, within 10 *business days* of your premises being disconnected:
 - (i) where your *retailer* asked for the *disconnection* – if we are asked by your *retailer* to reconnect the premises; or
 - (ii) in other circumstances if:
 - (A) you ask us to arrange for reconnection of your *premises*; and
 - (B) you rectify the matter that led to the *disconnection*; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your *retailer* have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant *energy laws*; and
- (c) the necessary infrastructure to re-energise the *premises* remains in place; and
- (d) you provide safe and unhindered access to the *premises*,

we must re-energise the premises if the request is made:

- (e) before 3.00 pm on a *business day*, on the day of the request; or
- (f) after 3.00 pm on a *business day*, on the next *business day* or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
- (g) where we are able to reconnect you by re-energising the *premises* remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A *retailer* (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we *disconnect* the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract.
- (b) If there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be:
 - (i) in writing; and
 - (ii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified or notified in respect of that party, or where you are the addressee, left at, or sent by ordinary pre-paid post to the *premises*.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two *business days* after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a *business day*, or after 5.00 pm on a *business day*, it is taken to be received on the next *business day*.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION**16.1 Privacy of personal information**

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.

16.2 Access to information

Upon request, we must give you information about your *energy* consumption or our charges for *customer connection services*. We may charge you a reasonable fee for information requested more than once in any 12 month period or where the nature, format or frequency of information requested is such that the *energy laws* permit us to charge you a fee.

17 COMPLAINTS AND DISPUTE RESOLUTION**17.1 Complaints**

If you have a complaint relating to the supply of *energy* to the *premises*, 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.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes 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), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE**18.1 Effect of force majeure event**

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

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

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken 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.

18.3 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.

18.4 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.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 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 an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 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 payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us 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.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

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

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

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

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

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

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

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;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the **Electricity Industry Act 2000** (Vic.), the **Electricity Safety Act** (Vic.), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

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

GSL scheme is the guaranteed service levels scheme operated by the **ESC** under the **Electricity Distribution Code** or any similar successor or replacement scheme established under **energy laws** and which is applicable in Victoria;

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

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

National Electricity Law means the National Electricity (Victoria) Law as defined in the **National Electricity (Victoria) Act 2005**;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

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;

retailer means a person that is licensed to sell **energy** to **customers**.

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
105034	Caruso Road	Maryborough	Central Goldfields Shire Council The no through road traverses north from Dooleys Road.
107760	Camel Lily Pond Walk	Lorne	Surf Coast Shire Council Renaming Stony Creek Walk within Lily Pond Bushland Reserve.

Localities

Change Request Number	Naming Authority	Affected Localities	Location
108732	Yarra Ranges Shire Council	Montrose and Mooroolbark	The north-western boundary of Montrose and Mooroolbark is being amended. The road centre line of Cardigan Road will be the revised locality boundary, to include, 229–231 Cardigan Road, 233–235 Cardigan Road, 39–41 Belfast Road and 43 Belfast Road. All other boundaries remain unchanged. For further details see map at www.delwp.vic.gov.au/namingplaces

Feature naming

Change Request Number	Place Name	Naming Authority and Location
106827	Essendon Fields Airport	Essendon Airport Pty Ltd (Private) Formerly known as Essendon Airport. The airport is located within the locality of Essendon Fields. For further details see map at www.delwp.vic.gov.au/namingplaces
107085	Maffra Recreation Centre	Wellington Shire Council Located within Maffra Recreation Reserve, Maffra. For further details see map at www.delwp.vic.gov.au/namingplaces
–	Phyllis Street Children and Family Centre	Knox City Council The children and family centre is located at 41 Phyllis Street, Bayswater. For further details see map at www.delwp.vic.gov.au/namingplaces
–	Argyle Way Children and Family Centre	Knox City Council The children and family centre is located at 81 Argyle Way, Wantirna South. For further details see map at www.delwp.vic.gov.au/namingplaces
–	Axedale (Axedale Primary School Oval) Neighbourhood Safer Place	Country Fire Authority Located within Axedale Primary School. For further details see map at www.delwp.vic.gov.au/namingplaces

School Naming:

School Name	Naming Authority and Location
Pakenham Primary School	Department of Education and Training The new school will be located at 50 Atlantic Drive, Pakenham.

Office of Geographic Names

Land Use Victoria
2 Lonsdale Street
Melbourne 3000

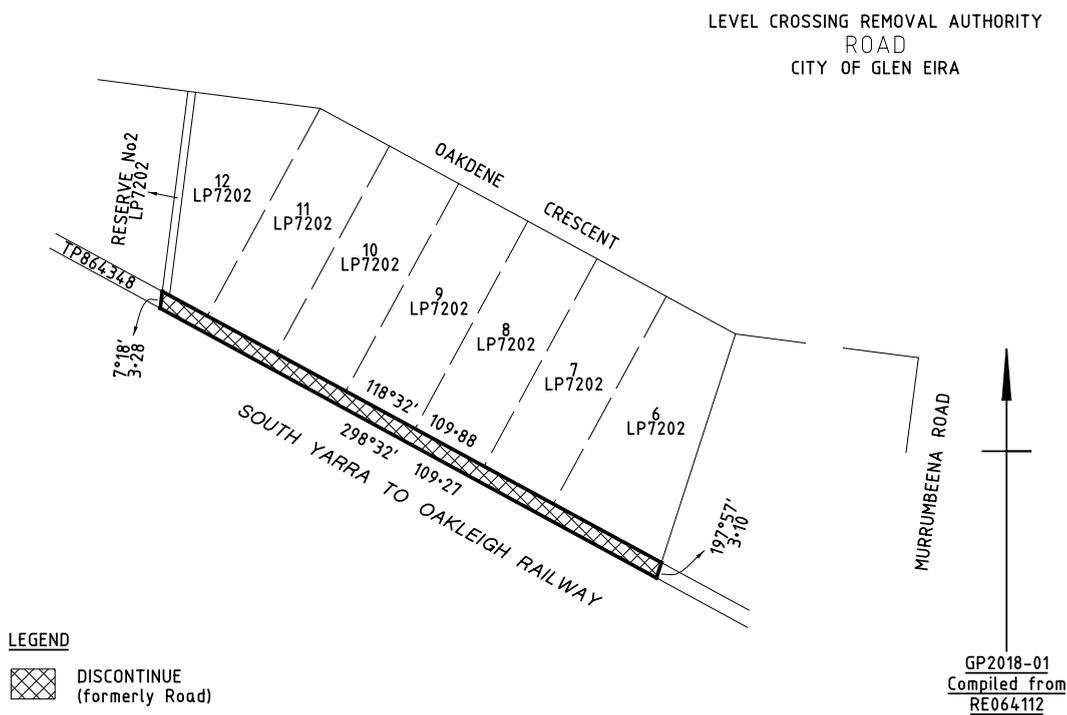
CRAIG L. SANDY
Registrar of Geographic Names

Major Transport Projects Facilitation Act 2009
DECISION TO DISCONTINUE PART OF ROAD

Portion of Right of Way, Carnegie

Under section 186 of the **Major Transport Projects Facilitation Act 2009** (Act), the Chief Executive, Level Crossing Removal Authority, as delegate of the project authority for the Caulfield Dandenong Rail Upgrade Project (Project) determines that the part of the road described as R1 in LP7202 Parish of Prahran; as shown cross-hatched on the attached plan GP2018-01 shall be discontinued from the date of publication in accordance with section 189 of the Act for the purposes of the Project.

The decision to discontinue the part of the road identified on the plan takes effect upon publication of this notice under section 189(1) of the Act and the land is taken to be unalienated land of the Crown free and discharged from all trusts, limitations, reservations, restrictions, encumbrances, estates and interests.



Dated 7 May 2018

KEVIN DEVLIN
 Chief Executive Officer
 Level Crossing Removal Authority

Legal Profession Uniform Law Application Act 2014

VICTORIAN LEGAL SERVICES BOARD

Election of Members of the Board

Pursuant to Regulation 29(2) of the Legal Profession Uniform Law Application Regulations 2015, I hereby declare the following candidates elected to fill the vacancies on the Victorian Legal Services Board:

Advocate member – one vacancy

BATROUNEY, Jennifer Jane

Non-advocate member – two vacancies

BOWYER, Geoff

HARRIS, Liz

Dated Thursday 17 May 2018

PHILLIPPA HESKETT
Election Manager

Marine Safety Act 2010

Section 208(2)

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Parks Victoria, the declared waterway manager for the waters of the Yarra River upstream of the port waters of the Port of Melbourne, gives notice under section 208(2) of the **Marine Safety Act 2010** that all persons and vessels not registered to take part in the Buddha's Day and Multicultural Demonstration Paddle, are prohibited from entering and remaining in the waters of the Yarra River between a diagonal line from the downstream edge of the VRA landing to the upstream edge of Federation Wharf, and extending 300 metres upstream.

The exclusion zone takes effect between 11.00 am to 11.45 am on Sunday 20 May 2018.

Dated 10 May 2018

BY ORDER OF PARKS VICTORIA

Marine Safety Act 2010

Section 208(2)

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Parks Victoria, as the declared waterway manager for the Yarra River upstream of port waters of the Port of Melbourne, hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that all persons and vessels not participating in Victorian Sculling Association – Winter Sculling 2018 events are prohibited from entering and remaining on the waters for the dates and locations as detailed below from 8.00 am to 11.30 pm:

- Saturday 16 June 2018 all waters of the Yarra River between a diagonal line from the downstream edge of the VRA Landing to the upstream edge of Federation Wharf and Herring Island;
- Saturday 18 August 2018 all the waters of the Yarra River between a diagonal line from the downstream edge of the VRA Landing to the upstream edge of Federation Wharf and the upstream edge of Church Street Bridge.

Dated 10 May 2018

BY ORDER OF PARKS VICTORIA

Magistrates' Court Act 1989NOTICE SPECIFYING
MAGISTRATE ASSIGNED TO THE
FAMILY VIOLENCE COURT DIVISION

Pursuant to section 4H(3) of the **Magistrates' Court Act 1989**, I assign the following magistrates to the Family Violence Court Division of the Magistrates' Court of Victoria:

Timothy Daniel Bourke

Dated 14 May 2018

JELENA POPOVIC
Acting Chief Magistrate

Public Holidays Act 1993

I, Philip Dalidakis, Minister for Small Business, under section 8 of the **Public Holidays Act 1993**, declare –

- Tuesday 5 November 2019, Tuesday 3 November 2020 and Tuesday 2 November 2021 are not public holidays in the municipal district of Wodonga.
- Friday 29 November 2019, Friday 27 November 2020 and Friday 26 November 2021 are appointed full-day public holidays in the municipal district of Wodonga.

Dated 9 May 2018

HON. PHILIP DALIDAKIS MP
Minister for Small Business

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

I, Duncan Pendrigh, Director Statutory Authorisations, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation of the Minister Resources hereby exempt all that Crown land situated within the boundaries of exploration licence application EL006769 from being subject to a licence under the **Mineral Resources (Sustainable Development) Act 1990**.

Dated 10 May 2018

DUNCAN PENDRIGH
Director Statutory Authorisations
Delegate of the Minister

Retirement Villages Act 1986
Section 39CANCELLATION OF
RETIREMENT VILLAGE NOTICE

I hereby declare that pursuant to section 9 of the **Retirement Villages Act 1986** Retirement Village Notice AN235891P, registered on Certificate of Title Volume 10275 Folio 078 on 2 November 2016, under the **Transfer of Land Act 1958**, is cancelled.

Dated 8 May 2018

SIMON COHEN
Deputy Secretary, Regulation and
Director, Consumer Affairs Victoria

Water Act 1989GOULBURN–MURRAY WATER
CONNECTIONS PROJECTNotice of Adoption of a Reconfiguration Plan
MV37 RP01

On 10 May 2018, the Connections Reconfiguration Committee, being a committee established by Goulburn–Murray Water under the **Water Act 1989**, determined to adopt Reconfiguration Plan MV37 RP01.

A copy of the Reconfiguration Plan map can be inspected, free of charge, at the Goulburn–Murray Water website at www.connectionsproject.com.au and free of charge, during office hours, at the offices of the Goulburn–Murray Water Connections Project, 55 Welsford Street, Shepparton.

FRANK FISSELER
Project Director
Connections Project
Goulburn-Murray Water

Professional Standards Act 2003NOTIFICATION PURSUANT TO
SECTION 34(2)

The Bar Association of Queensland Scheme

I, Martin Pakula MP, Attorney-General, pursuant to section 34(2) of the **Professional Standards Act 2003**, give notice that I have extended the period for which the Bar Association of Queensland Scheme is in force to 30 June 2019.

Dated 10 May 2018

THE HON. MARTIN PAKULA MP
Attorney-General


NORTH CENTRAL

Catchment Management Authority

Connecting Rivers, Landscapes, People
Water Act 1989
NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

Pursuant to section 203 of the **Water Act 1989**, notice is hereby given that the North Central Catchment Management Authority intends to revoke existing flood levels for Greater Bendigo and Strathfieldsaye as shown on Plans 135930–135935, 135937–135967 and 147047A.

The flood levels are being revoked as they have been superseded by the Greater Bendigo Planning Scheme.

The flood level plans to be revoked are available for inspection at the City of Greater Bendigo Council office, 15 Hopetoun Street, Bendigo, and North Central Catchment Management Authority office, 628–634 Midland Highway, Huntly.

Prior to revoking flood levels for Greater Bendigo and Strathfieldsaye, any person may, within six weeks of the date of publication of this notice, make a submission regarding the proposed revocation. Written submissions should be marked 'Revocation Submission' and be addressed to the Chief Executive Officer, North Central CMA, PO Box 18, Huntly, Victoria 3551. Interested persons may visit the Authority's website (www.ncma.vic.gov.au) for further information or contact North Central CMA on (03) 5448 7124 prior to the closing date for submissions.

BRAD DRUST
Chief Executive Officer

Road Safety Act 1986
**DECLARATION UNDER SECTION 99B(4) IN RELATION TO
NON-ROAD ACTIVITIES IN SURFCOAST SHIRE FOR THE FILMING
OF 'RIDE LIKE A GIRL' ON TUESDAY 5 JUNE 2018**
1 Purpose

The purpose of this Declaration is to exempt participants in the 'Filming of Ride Like a Girl' 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 on Tuesday 5 June 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 Tuesday 5 June 2018, from 10.00 am.

4 Expiry

This notice expires on Tuesday 5 June 2018 at 6.00 pm.

5 Definitions

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

- a) 'Event' means the filming of 'Ride Like a Girl', to be held on Tuesday 5 June 2018; and
- b) 'Participants' means participants in the Event, including officers, members and authorised agents of the 100 to 1 Productions, 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 11 May 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
Bells Beach Road, Bells Beach	Tuesday 5 June 2018, between 10.00 am and 6.00 pm

Planning and Environment Act 1987
WHITTLESEA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C220

The Minister for Planning has approved Amendment C220 to the Whittlesea Planning Scheme.

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

The Amendment inserts the 'Plenty Road Upgrade (Bush Boulevard to Bridge Inn Road) Incorporated Document, February 2018' into the schedules to Clause 52.03 (Specific Sites and Exclusions) and Clause 81.01 (Documents incorporated in the scheme) of the Whittlesea Planning Scheme.

The Amendment also applies the Public Acquisition Overlay to identify land proposed to be acquired by the Roads Corporation for the purposes of the project.

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 Whittlesea City Council, 25 Ferres Boulevard, South Morang, Victoria 3752.

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

ORDERS IN COUNCIL

Control of Weapons Act 1990 WEAPONS EXEMPTION FOR PRISON OFFICERS Order in Council

The Governor in Council, under section 8B of the **Control of Weapons Act 1990** revokes the Orders in Council listed in the following Table:

Column 1 Date and publication dates of Order	Column 2 Exemptions being revoked
Order in Council dated 6 September 2005 and published in Government Gazette G36 on 8 September 2005	Exempts certain classes of Corrections Victoria officers, GSL Custodial Services Pty Ltd officers and GEO Group Australia Pty Ltd officer from section 5(1) of the Control of Weapons Act 1990 in relation to oleoresin capsicum spray.
Order in Council dated 6 September 2005 and published in Government Gazette G36 on 8 September 2005	Exempts certain classes of Corrections Victoria officers, GSL Custodial Services Pty Ltd officers and GEO Group Australia Pty Ltd officers from section 5(1) of the Control of Weapons Act 1990 in relation to tear gas.
Order in Council dated 7 May 2013 and published in Government Gazette G19 on 9 May 2013.	Exempts certain classes of Corrections Victoria officers, G4S Custodial Services Pty Ltd officers and GEO Group Australia Pty Ltd officers from sections 5(1), 5(1AB) and 5AA of the Control of Weapons Act 1990 in relation to extendable batons.
Order in Council dated 31 March 2015 and published in Government Gazette G13 on 2 April 2015	Exempts a prison officer assigned to an Emergency Response Group within Corrections Victoria from sections 5(1), 5(1AB) and 5AA of the Control of Weapons Act 1990 in relation to oleoresin capsicum spray.
Order in Council dated 1 September 2015 and published in Government Gazette G35 on 3 September 2015	Exempts certain classes of G4S Custodial Services Pty Ltd officer and GEO Group Australia Pty Ltd officer from sections 5(1), 5(1AB) and 5AA of the Control of Weapons Act 1990 in relation to oleoresin capsicum spray.
Order in Council dated 27 January 2017 and published on pages 4 and 5 in Government Gazette S16 on 27 January 2017	Exempts a prison officer of Corrections Victoria assigned to the Olearia High Security Unit at Her Majesty's Prison, Barwon from sections 5(1), 5(1AB) and 5AA of the Control of Weapons Act 1990 in relation to extendable batons.
Order in Council dated 25 July 2017 and published on page 1631 in Government Gazette G30 on 27 July 2017	Exempts certain classes of GEO Group Australia Pty Ltd officer from section 5(1), 5(AB) and 5AA of the Control of Weapons Act 1990 in relation to extendable batons, oleoresin capsicum spray and tear gas.
Order in Council dated 24 October 2017 and published in Government Gazette S363 on 24 October 2017	Exempts certain classes of GEO Group Australia Pty Ltd officers from sections 5(1), 5(1AB) and 5AA of the Control of Weapons Act 1990 in relation to extendable batons, oleoresin capsicum spray and tear gas.

Commencement:

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

Dated 15 May 2018

Responsible Minister

HON LISA NEVILLE MP

Minister for Police

ANDREW ROBINSON
Clerk of the Executive Council

Control of Weapons Act 1990
WEAPONS EXEMPTION FOR PRISON OFFICERS
 Order in Council

The Governor in Council under section 8B of the **Control of Weapons Act 1990** exempts the class of persons listed in Column 1 of the Table below from sections 5(1), 5(1AB) and 5AA of the **Control of Weapons Act 1990**, as those sections apply to bringing into Victoria, causing to be brought into Victoria, purchasing, possessing, carrying or using the weapons specified in Column 2 of the Table, for the purpose listed in Column 3 of the Table.

Column 1 Person	Column 2 Exempted weapons	Column 3 Purpose
1 A prison officer or escort officer of Corrections Victoria	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties when conducting training, conducting perimeter security of any prisons, or escorting or transporting a prisoner outside a prison.
2 A prison officer of Corrections Victoria assigned to a high security unit within the following prisons: <ul style="list-style-type: none"> ● Melbourne Assessment Prison ● Metropolitan Remand Centre ● Her Majesty's Prison, Barwon 	<ul style="list-style-type: none"> ● Extendable baton 	For the person's official duties when assigned to a high security unit of a prison
3 A prison officer assigned to the Emergency Response Group of Corrections Victoria	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties.
4 A prison officer assigned to the Security and Emergency Services Group of Corrections Victoria	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties.
5 A prison officer assigned to the Security and Emergency Services Group of Corrections Victoria	<ul style="list-style-type: none"> ● Tear gas 	For the person's official duties when managing or controlling prisoners within a prison in Victoria or when conducting training.
6 A prison officer or escort officer of Corrections Victoria participating in training	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties when participating in training.
7 A prison officer assigned to the Security and Emergency Services Group of Corrections Victoria when participating in training	<ul style="list-style-type: none"> ● Tear gas 	For the person's official duties when participating in training.

	Column 1 Person	Column 2 Exempted weapons	Column 3 Purpose
8	An employee of GEO Group Australia Pty Ltd authorised to exercise the functions and duties of a prison officer or escort officer in relation to Ravenhall Correctional Centre or Fulham Correctional Centre or both prisons	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties when conducting training, conducting perimeter security of Ravenhall Correctional Centre or Fulham Correctional Centre, or escorting or transporting a prisoner outside the respective prisons.
9	An employee of GEO Group Australia Pty Ltd authorised to exercise the functions and duties of a prison officer and assigned to the Correctional Emergency Response Team in relation to Fulham Correctional Centre or Ravenhall Correctional Centre or both prisons	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties.
10	An employee of GEO Group Australia Pty Ltd authorised to exercise the functions and duties of a prison officer and assigned to the Correctional Emergency Response Team in relation to Fulham Correctional Centre or Ravenhall Correctional Centre or both prisons	<ul style="list-style-type: none"> ● Tear gas 	For the person's official duties when conducting training, managing or controlling prisoners within Fulham Correctional Centre or Ravenhall Correctional Centre.
11	An employee of G4S Custodial Services Pty Ltd authorised to exercise the functions and duties of a prison officer or escort officer in relation to Port Phillip Prison	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties when conducting training, conducting perimeter security of Port Phillip Prison, or escorting or transporting a prisoner outside a prison.
12	An employee of G4S Custodial Services Pty Ltd authorised to exercise the functions and duties of a prison officer and assigned to a high security unit within Port Phillip Prison	<ul style="list-style-type: none"> ● Extendable baton 	For the person's official duties when assigned to a high security unit.
13	An employee of G4S Custodial Services Pty Ltd authorises to exercise the functions and duties of a prison officer or escort officer in relation to Port Phillip Prison and assigned to the Tactical Operations Group	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties.

	Column 1 Person	Column 2 Exempted weapons	Column 3 Purpose
14	An employee of G4S Custodial Services Pty Ltd authorised to exercise the functions and duties of a prison officer in relation to Port Phillip Prison and assigned to the Tactical Operations Group	<ul style="list-style-type: none"> ● Tear gas 	For the person's official duties when conducting training, managing or controlling prisoners within Port Phillip Prison.
15	An employee of GEO Group Australia Pty Ltd authorised to exercise the functions and duties of a prison officer and assigned to the Correctional Emergency Response Team in relation to Fulham Correctional Centre or Ravenhall Correctional Centre or both prisons, when participating in training	<ul style="list-style-type: none"> ● Tear gas 	For the person's official duties when participating in training.
16	An employee of GEO Group Australia Pty Ltd authorised to exercise the functions and duties of a prison officer or escort officer in relation to Ravenhall Correctional Centre or Fulham Correctional Centre or both prisons, when participating in training	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties when participating in training.
17	An employee of G4S Custodial Services Pty Ltd authorised to exercise the functions and duties of a prison officer in relation to Port Phillip Prison and assigned to the Tactical Operations Group when participating in training	<ul style="list-style-type: none"> ● Tear gas 	For the person's official duties when participating in training.
18	An employee of G4S Custodial Services Pty Ltd authorised to exercise the functions and duties of a prison officer or escort officer in relation to Port Phillip Prison when participating in training	<ul style="list-style-type: none"> ● Oleoresin capsicum spray ● Extendable baton 	For the person's official duties when participating in training.

Conditions:

In relation to the classes of person listed in rows 1, 2, 3, 4 and 5, it is a condition of the exemptions that:

1. The person must have successfully completed the training requirements for the use of the exempted weapons as specified in any relevant Commissioner's Requirement issued by the Commissioner of Corrections Victoria.
2. The person must observe all instructions regarding the bringing into Victoria, purchase, storage, possession, carriage and use of the exempted weapons as set out in any relevant Commissioner's Requirement issued by the Commissioner of Corrections Victoria.
3. The person must not be a prohibited person under the **Control of Weapons Act 1990**.

In relation to the classes of person listed in rows 6 and 7, it is a condition of the exemptions that:

1. The person must observe all instructions regarding the bringing into Victoria, purchase, storage, possession, carriage and use of the exempted weapons as set out in any relevant Commissioner's Requirement issued by the Commissioner of Corrections Victoria.

2. The person must not be a prohibited person under the **Control of Weapons Act 1990**.

In relation to the classes of person listed in rows 8, 9, 10, 11, 12, 13 and 14, it is a condition of the exemptions that:

1. The person must be authorised under section 9A of the **Corrections Act 1986**.
2. The person must have successfully completed the training requirements for the use of the exempted weapons as specified in any relevant Commissioner's Requirement issued by the Commissioner of Corrections Victoria.
3. The person must observe all instructions regarding the bringing into Victoria, purchase, storage, possession, carriage and use of the exempted weapons as specified in any relevant Commissioner's Requirement issued by the Commissioner of Corrections Victoria.
4. The person must not be a prohibited person under the **Control of Weapons Act 1990**.

In relation to the classes of person listed in rows 15, 16, 17 and 18, it is a condition of the exemptions that:

1. The person must be authorised under section 9A of the **Corrections Act 1986**.
2. The person must observe all instructions regarding the bringing into Victoria, purchase, storage, possession, carriage and use of the exempted weapons as specified in any relevant Commissioner's Requirement issued by the Commissioner of Corrections Victoria.
3. The person must not be a prohibited person under the **Control of Weapons Act 1990**.

Commencement:

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

Dated 15 May 2018

Responsible Minister:

HON LISA NEVILLE MP

Minister for Police

ANDREW ROBINSON
Clerk of the Executive Council

Crown Land (Reserves) Act 1978

NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATION – WALHALLA

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservation:

WALHALLA – The temporary reservation by Order in Council of 2 December, 1980 of an area of 3000 square metres of Crown land being Crown Allotment 10, Section 6, Township of Walhalla, Parish of Walhalla as a site for the Promotion of Tourism.

File reference Rs 10832

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

Dated 15 May 2018

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

Land Act 1958

CLOSURE OF UNUSED ROAD

Order in Council

The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated and the owner of the land adjoining the road closes the following unused road:

MUNICIPAL DISTRICT OF THE WELLINGTON SHIRE COUNCIL

TOONGABBIE SOUTH – The road in the Parish of Toongabbie South being Crown Allotment 2043 as shown on Original Plan No. OP124588 lodged in the Central Plan Office.

File ref: 15L10/8091

This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 15 May 2018

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

Education and Training Reform Act 2006
APPOINTMENT OF TWO MEMBERS TO THE COUNCIL OF THE
VICTORIAN INSTITUTE OF TEACHING

Order in Council

The Governor in Council, under section 2.6.6(3)(a) of the **Education and Training Reform Act 2006**, appoints the following people as members of the Council of the Victorian Institute of Teaching from the date of the Order until 31 May 2019 (both dates inclusive):

1. Ms Gillian Carr; and
2. Ms Danielle Harrison.

The terms and conditions of the appointments are contained in the attached Schedule.

Dated 15 May 2018

Responsible Minister:
THE HON. JAMES MERLINO, MP
Minister for Education

ANDREW ROBINSON
Clerk of the Executive Council

Education and Training Reform Act 2006
APPOINTMENT OF TWO MEMBERS TO THE COUNCIL OF THE
VICTORIAN INSTITUTE OF TEACHING
SCHEDULE TO THE ORDER IN COUNCIL

1. Appointment Arrangements

The appointments are on a part-time basis.

2. Period of Appointment

The appointment is from the date the Order in Council is signed until 31 May 2019 (both dates inclusive).

3. Duties and responsibilities of the position

The Council of the Victorian Institute of Teaching (VIT) is responsible for the management of the affairs of the VIT and the exercise of the powers of the VIT.

4. Termination Arrangements

Section 2.6.6(2) of the **Education and Training Reform Act 2006** (the Act) states that a member of the Council of the VIT may resign in writing to the Chairperson and the Governor in Council may at any time remove a member appointed by the Governor in Council from office.

5. Payment Provisions

Eligible members of the Council of the VIT (see clause 3(1) of Schedule 2 of the Act) will be remunerated at the sessional rate of \$367 per day.

6. Superannuation Obligations

Council members are eligible for superannuation in accordance with the **Superannuation Guarantee (Administration) Act 1992** (Cth).

7. Travel and Personal Expenses arrangements

Council members are entitled to reimbursement of reasonable travelling and personal expenses incurred consistent with the policies of the Department of Education and Training.

8. Leave Arrangements

Not applicable.

9. Prior Service

Not applicable.

Guardianship and Administration Act 1986

ORDER UNDER SECTION 63C DECLARING CORRESPONDING LAWS AND ORDERS

Order in Council

The Governor in Council, on the recommendation of the Minister, under section 63C of the **Guardianship and Administration Act 1986**:

- 1) revokes the Order made by the Governor in Council under that section on 26 October 2010 and published in Government Gazette G 43 on 28 October 2010; and
- 2) declares that, for the purposes of Part 6A of the **Guardianship and Administration Act 1986** (the Victorian Act) –
 - (a) the **Guardianship of Adults Act 2016** of the Northern Territory is a corresponding law and –
 - (i) a guardianship order made under that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) a guardianship order made under that Act, to the extent that the order appoints the guardian in relation to a financial matter or matters for the person who is the subject of the order, is substantially similar to an administration order made under the Victorian Act;
 - (b) the **Guardianship Act 1987** of New South Wales is a corresponding law and –
 - (i) a guardianship order made under that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) a financial management order made under that Act is substantially similar to an administration order made under the Victorian Act;
 - (c) the **NSW Trustee and Guardian Act 2009** of New South Wales is a corresponding law and –
 - (i) a financial management order made under Chapter 4 of that Act (including for the management of an estate of a missing person) is substantially similar to an administration order made under the Victorian Act;
 - (d) the **Guardianship and Administration Act 2000** of Queensland is a corresponding law and –
 - (i) an order appointing a guardian made under section 12 of that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) an order appointing an administrator made under section 12 of that Act is substantially similar to an administration order made under the Victorian Act;
 - (e) the **Guardianship and Administration Act 1993** of South Australia is a corresponding law and –
 - (i) a guardianship order made under that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) an administration order made under that Act is substantially similar to an administration order made under the Victorian Act;
 - (f) the **Guardianship and Administration Act 1990** of Western Australia is a corresponding law and –
 - (i) a guardianship order made under that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) an administration order made under that Act is substantially similar to an administration order made under the Victorian Act;

- (g) the **Guardianship and Administration Act 1995** of Tasmania is a corresponding law and –
 - (i) a guardianship order made under that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) an administration order made under that Act is substantially similar to an administration order made under the Victorian Act;
- (h) the **Guardianship and Management of Property Act 1991** of the Australian Capital Territory is a corresponding law and –
 - (i) an order appointing a guardian made under section 7 of that Act is substantially similar to a guardianship order made under the Victorian Act;
 - (ii) an order appointing a manager made under section 8 of that Act is substantially similar to an administration order made under the Victorian Act;
 - (iii) an order appointing a manager of a missing person’s property made under section 8AA of that Act is substantially similar to an administration order made under the Victorian Act.

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

Dated 15 May 2018

Responsible Minister:

THE HON MARTIN PAKULA MP

Attorney-General

ANDREW ROBINSON
Clerk of the Executive Council

University of Melbourne Act 2009
APPOINTMENT OF GOVERNOR IN COUNCIL MEMBER
TO THE UNIVERSITY OF MELBOURNE COUNCIL

Order in Council

The Governor in Council, under section 12 and clause 1 of schedule 1 of the **University of Melbourne Act 2009** appoints Dr Helen Szoke AO as a Governor in Council member of the University of Melbourne Council from 15 May 2018 to 31 December 2020 until (both dates inclusive).

The terms and conditions of the appointment are contained in the attached Schedule.

Dated 15 May 2018

Responsible Minister

THE HON GAYLE TIERNEY MP

Minister for Training and Skills

ANDREW ROBINSON
Clerk of the Executive Council

University of Melbourne Act 2009
APPOINTMENT OF GOVERNOR IN COUNCIL MEMBER
TO THE UNIVERSITY OF MELBOURNE COUNCIL

Schedule to the Order In Council

1. **Appointment Arrangements**
This appointment is part-time.
2. **Period of Appointment**
The period of appointment is from 15 May 2018 to 31 December 2020 (both dates inclusive).
3. **Duties and responsibilities of the position**
Pursuant to section 8 of the **University of Melbourne Act 2009** (Act), the Council is the governing body of the University and has the entire direction and superintendence of the University. Its primary responsibilities include appointing and monitoring the performance of the Vice-Chancellor, approving the mission and strategic direction, overseeing and reviewing management, overseeing and monitoring academic activities, and approving any significant commercial activities.
4. **Termination Arrangements**
Pursuant to section 12(5)(a) of the Act, a member of the Council appointed by the Governor in Council may, at any time, be removed by the Governor in Council.
5. **Payment Provisions**
Pursuant to section 16 of the Act, the Minister may fix the remuneration of a member.
6. **Superannuation Obligations**
Superannuation will be paid in accordance with the **Commonwealth's Superannuation Guarantee (Administration) Act 1992**.
7. **Travel and Personal Expenses arrangements**
All members of the Council are entitled to reimbursement of reasonable travelling and personal expenses.
8. **Leave Arrangements**
There are no leave provisions for this part-time statutory position.
9. **Prior Service**
The appointee has not previously served on the University of Melbourne Council.

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

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

51. *Statutory Rule:* Seafood Safety
Amendment
Regulations 2018

Authorising Act: Seafood Safety
Act 2003

Date first obtainable: 15 May 2018

Code A

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Printed as two volumes

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