



Victoria Government Gazette

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No. G 9 Thursday 3 March 2022

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GENERAL

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As from 3 March 2022

The last Special Gazette was No. 104 dated 2 March 2022.

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

How To Submit Copy

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

Please Note:

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

Copy Deadlines:

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

Government and Outer

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

Office Hours:

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

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

KIM BURNES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

LORRAINE MARY UNDERWOOD, also known as Lorraine Mary Hardcastle, late of 16 Syndal Street, Fawkner, Victoria 3060, factory process worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 17 July 2021, are required by the executor, Carol Ann Christey, care of 24B Aitken Street, Gisborne, Victoria 3437, to send particulars of their claims to her by 23 April 2022, after which date the executor may distribute the assets and estate, having regard only to the claims of which she then has notice. Probate was granted in Victoria on 17 September 2021.

Dated 22 February 2022

AITKEN STREET FAMILY LAW, solicitors,
24B Aitken Street, Gisborne, Victoria 3437.
Ph: 03 5428 1976.

Re: ZOI GEORGOUDAKIS, deceased, late of 48 Lyons Street, Rye, Victoria, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 July 2021, at East Melbourne, Victoria, are required by the trustee, Ioannis Georgoudakis, to send particulars to the trustee, care of Antipia Lawyers of Room 3, Level 5, 2 Collins Street, Melbourne, Victoria 3000, by 4 May 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

FRANK LESLIE HATTON, late of 236 Waverley Road, Malvern East, Victoria, plumber, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 14 November 2021, are required by the trustee, Jacqueline Lea Chilvers, to send particulars of their claims to the undermentioned firm by 8 May 2022, after which date the said trustee may convey or distribute the estate, having regard only to the claims of which she then has notice. Probate was granted in Victoria on 22 February 2022.

ARGENT LAW,
2 Stawell Street, Richmond, Victoria 3121.
Ph: 03 9571 7444.
Contact: Helen Adoranti.

LINDSAY BRYCE HURFORD, late of Unit 5, 100 Hull Road, Croydon, Victoria, teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 25 August 2021, are required by the trustee, David John Hurford, to send particulars of their claims to the undermentioned firm by 7 May 2022, after which date the said trustee may convey or distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 21 February 2022.

ARGENT LAW,
2 Stawell Street, Richmond, Victoria 3121.
Ph: 03 9571 7444.
Contact: Helen Adoranti.

Re: Estate of FAY EDGAR, late of Monash Gardens Nursing Home, 355 Wellington Road, Mulgrave, Victoria, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 11 December 2021, are required by the trustees, Bradney Alexander Edgar and Pamela Fay Best, to send particulars of their claims to the trustees, care of the undermentioned legal practitioners, by a date not later than two months from the date of publication of this advertisement, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

BRENDAN HOLLAND & MICHAEL CAHIR,
legal practitioners,
130 Balcombe Road, Mentone 3194.

Re: ANTHONY PATRICK WILLIAMS, late of Corpus Christi Clayton, 80 Clayton Road, Clayton, Victoria, public servant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 September 2021, are required by the personal representative, Pauline Arumi Williams, care of the undermentioned lawyers, to send particulars to the personal representative by a date not later than two months from the date of publication hereof, after which date the personal representative may convey or distribute the

assets, having regard only to the claims of which the personal representative then has notice.

CETROLA LEGAL,
Suite G1, 63 Stead Street, South Melbourne,
Victoria 3205.

ELVIAIRENA YOUNG, late of 20 Campbell Street, Kew, Victoria, retired linguist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 June 2020, are required by the executor, Edward Murray Whitehead, care of Level 1, 276 High Street, Kew, Victoria, to send particulars of their claims to the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor then has notice.

DANAHER MOULTON, lawyers,
Level 1, 276 High Street, Kew, Victoria 3101.
Tel: 1300 363 314. Ref: MW220200SJM.

STANLEY FITZGERALD BALL, late of 24–34 Smith Street, Grovedale, Victoria, engineer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 October 2021, 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 by 3 May 2022, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

DAVID DAVIS & ASSOCIATES,
Suite 2, 733 High Street, Thornbury,
Victoria 3071.

DAPHNE DULCIE LLEWELLYN, late of 990 Samford Road, Keperra, Queensland, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 December 2021, 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 by 3 May 2022, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

DAVID DAVIS & ASSOCIATES,
Suite 2, 733 High Street, Thornbury,
Victoria 3071.

GERRARD IAN BREWER, late of 4 Lee Court, Heathmont, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 October 2021, are required by the executor, Teresa Marie Lenjik, to send particulars of their claims to the undermentioned solicitors within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor then has notice.

DEVENISH, lawyers,
PO Box 4276, Ringwood, Victoria 3134.

EVELYN JOHN STEDMAN SOUTHWELL, late of Vasey RSL Care Brighton East, 709–723 Hawthorn Road, Brighton East, Victoria, retired engineer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 February 2022, are required by the acting substituted executor, Robert John Southwell, to send particulars of their claims to the undermentioned solicitors within 60 days from the date of publication of this notice, after which date the acting substituted executor may convey or distribute the assets, having regard only to the claims of which the substituted executor then has notice.

DEVENISH, lawyers,
PO Box 4276, Ringwood, Victoria 3134.

VALERIE DAWN WRIGHT, late of 18 Byron Street, Ringwood, Victoria, business owner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 January 2022, are required by the executor, Sharon Lee Orlandi, to send particulars of their claims to the undermentioned solicitors

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

DEVENISH, lawyers,
PO Box 4276, Ringwood, Victoria 3134.

Re: Estate of BRIAN WILLIAM HICKS.

Creditors, next-of-kin and others having claims against the estate of BRIAN WILLIAMS HICKS, late of 9 Bisogni Drive, Cobram, Victoria, deceased, who died on 26 December 2020, are requested to send particulars of their claims to the executor, care of the undermentioned lawyers, by 3 May 2022, after which date the executor will distribute the assets, having regard only to the claims of which the executor then has notice.

HICKS OAKLEY CHESSELL WILLIAMS,
PO Box 2165, Mount Waverley, Victoria 3149.

HELENE ILONA KULL, late of Heritage Gardens, 325–329 Canterbury Road, Bayswater, Victoria 3153, tailor, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 November 2021, are required by the personal representative, Ingrid Vita, to send particulars of such claim to her, care of the undersigned, by 2 May 2022, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

ANTHONY NEIL MAIN, late of 54 Station Street, Coldstream, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 December 2021, are required by the personal representative, Kathy Ann Main, to send particulars to her, care of the undermentioned solicitors, by 3 May 2022, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which she then has notice.

JOHNSTONE & REIMER LAWYERS,
2 Morecroft Place, Lilydale, Victoria 3140.

Re: Estate of SHIRLEY ANN SMITH, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of SHIRLEY ANN SMITH, late of 105 High Street, Wedderburn, in the State of Victoria, retired telephonist, deceased, who died on 19 July 2021, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 30 April 2022, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

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

Re: Estate of RONALD CLARENCE RAYMENT, deceased.

Creditors, next-of-kin and all others having claims against the estate of RONALD CLARENCE RAYMENT, late of Unit 2, 249 Auburn Road, Hawthorn, Victoria, retired, deceased, who died on 2 June 2021, are to send particulars of such claims to the executor, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the executor will distribute the assets, having regard only to the claims of which they then have notice.

KPA LAWYERS, legal practitioners,
37 Melrose Street, Sandringham, Victoria 3191.

Re: ERIC JOHN PUNCH, late of 166 Centre Dandenong Road, Cheltenham, Victoria 3192, retired, deceased.

Creditors, next-of-kin and others having claims in the respect of the estate of ERIC JOHN PUNCH, deceased, who died on 5 January 2022, are required by the trustee, Irene May Punch, to send particulars of their claim to the undermentioned firm by a date not later than two months from the date of publication hereof, after which date the trustee will convey or distribute assets, having regard only to the claims of which she then has notice.

KINGSTON LAWYERS PTY LTD,
barristers and solicitors,
8 Station Road, Cheltenham, Victoria 3192.

Estate of THORA MAY BRICE.

Creditors, next-of-kin and others having claims in respect of the estate of THORA MAY BRICE, late of Unit 2, 8 Howard Street, Glen Iris, Victoria, home duties, deceased, who died on 8 December 2021, are required by the executors, Marian Elenor Forrest, Colin Marshall Brice, Peter Graham Brice and Pamela Dianne De La Rue, to send particulars of their claims to the executors, care of the undersigned lawyers, by 4 May 2022, after which date the executors will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

LAWSON HUGHES PETER WALSH, lawyers,
Level 2, 533 Little Lonsdale Street,
Melbourne 3000.
susan@lhpw.com.au

BETTY JOAN HARTNEY, late of Doutta Galla Queens Park Aged Care Facility, 13 The Strand, Moonee Ponds, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died at Moonee Ponds, Victoria, on 3 November 2021, are required by Mark Albert Maier and Daria Dagher, the executors and trustees of the estate of the said named deceased, to send particulars of their claims to them, care of McNab McNab & Starke, Level 10, 552 Lonsdale Street, Melbourne, Victoria 3000, by 1 June 2022, after which date they may convey or distribute the assets of the estate, having regard only to the claims of which they then have notice.

McNAB McNAB & STARKE,
Level 10, 552 Lonsdale Street, Melbourne,
Victoria 3000.
Ph: 03 9670 9691. Ref: JRJ:210940.

WOLFGANG ANDREAS REDL, late of 163 Station Street, Carlton, Victoria 3053, teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 4 July 2018, are required by the administrators, Leanne Marie Redl, Audrey Louise Redl and Natasha Anne Redl, care of L1, S2, 638–640 Mt Alexander Road, Moonee Ponds, Victoria 3039, to send particulars of their claims

to them by 3 May 2022, after which date the administrators may convey or distribute the assets and distribute the estate, having regard only to the claims of which they then have notice. Letters of Administration were granted in Victoria on 13 August 2021.

Dated 3 March 2022

MNG LAWYERS PTY LTD,
L1, S2, 638–640 Mt Alexander Road,
Moonee Ponds, Victoria 3039.
PO Box 121, Essendon North, Victoria 3041.
Ph: 03 8371 1600. Fax: 03 9372 9506.
PB:SL:19/0863. Contact: Phillip Barravecchio.

Re: ROBYN JOY TUNNEY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 September 2021, are required by the trustees, Joanna May Paroissien, in the Will called Joanna May Tunney, and Ross Robert Tunney, to send particulars to their solicitors at the address below by 3 May 2022, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

IAN WILLIAM MCKINLAY, late of Estia Health Dandenong, 151 David Street, Dandenong, Victoria, director, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 November 2021, are required by the trustee, Michael William McDonald, of 103/61 Lees Street, McKinnon, Victoria, manager, to send particulars of their claims to him, care of the undersigned, by 10 May 2022, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: CAROLINE ISOBEL HODGSON, late of Uniting Agewell Strathdon Community, 17 Jolimont Road, Forest Hill, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 June 2021, are required by the

trustees, Heather May Barnes and Anthony John Mahon, to send particulars to the trustees, care of the undermentioned lawyers, by 5 May 2022, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, lawyers,
101/177 Surrey Road, Blackburn 3130.
CD:2211134.

TERESINA BERGAMIN, late of
1448 Centre Road, Numurkah, Victoria 3636,
farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 October 2021, are required by the executor, Anita Agnese Seiter, with leave being reserved to Danny Bergamin, the other executor appointed in the Will, to send particulars of their claims to the executor, care of the undermentioned solicitors, within 60 days from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only of the claims of which the executor then has notice.

MARTIN J. HULL LAWYER,
49 Blake Street, Nathalia, Victoria 3638.

Re: MARIA GARASI, late of Aurrum,
17 Egginton Street, Brunswick West, Victoria,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 January 2022, are required by Robert Alderuccio, the executor of the Will of the said deceased, to send particulars to him, care of the undermentioned solicitors, by 4 May 2022, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

ROBERT JAMES LAWYERS,
Level 22, 140 William Street, Melbourne 3000.

EVANGELOS MAXITANIS, late of
10 Spring Circuit, Caroline Springs, Victoria,
painter, deceased.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 5 August 2021, are required by the executors, Dimitrios Maxitanis and Peter Maxitanis,

to send particulars of their claim to the executors, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the executors may convey or distribute the assets, having regards only to the claims of which the executors have notice.

SPENCER LAW PARTNERS,
Level 1, 280 Spencer Street, Melbourne,
Victoria 3000.

SALVATORE SCUDERI, late of
352 Sydenham Road, Sydenham, Victoria,
excavator operator, deceased.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on the 24 June 2021, are required by the executor, Francesca Cahill, to send particulars of their claim to the executor, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the executor may convey or distribute the assets, having regards only to the claims of which the executor has notice.

SPENCER LAW PARTNERS,
Level 1, 280 Spencer Street, Melbourne,
Victoria 3000.

Re: DAVID HENRY HAYMES, late of
340 Wendouree Parade, Lake Wendouree,
Victoria, company director, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 June 2021, are required by the trustee, Jennifer Mary Haymes, to send particulars to her, care of the undermentioned lawyers, by 3 May 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she has notice.

STERLING WALTERS LAWYERS,
67 White Lane, Beaconsfield Upper,
Victoria 3808.

Estate of MARY EVANGELISTA GRECH,
also known as Mary Grech.

Creditors, next-of-kin and others having claims in respect of the estate of MARY EVANGELISTA GRECH, also known as Mary Grech, deceased, late of 34–42 Brooklyn Road, Melton South, deceased, who died on

9 June 2021, are requested to send particulars of their claims to the executor, Marlene Seidel, care of the undersigned solicitors, by 4 May 2022, after which date the executor will convey or distribute the assets, only having regard to the claims of which she then has notice.

WPC LAWYERS, solicitors,
33 Bakery Square, Melton, Victoria 3337.

**NOTICE TO CREDITORS UNDER
TRUSTEE ACT 1958
(SECTION 33 NOTICE)**

Notice to Claimants

SYLVIA MACLENNAN FRASER, late of Benetas, Corowa Court, 752 Esplanade, Mornington, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 August 2021, are required by Rod Brian Evenden and Christopher David Galagher, the executors of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned solicitor, by 3 May 2022, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

WHITE CLELAND PTY LTD, lawyers,
454 Nepean Highway, Frankston,
Victoria 3199.

BERYL MAY BRADFORD, late of 9 O'Connell Road, Prom Country Aged Care, Foster, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 2 November 2021, are required by the executor, Astrid Marion Murtika, care of Wollerman Shacklock Lawyers, 2/43 Rainier Crescent, Clyde North, Victoria, to send particulars of their claims to them by 28 April 2022, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which they then have notice. Probate was granted on 15 February 2022.

**ADVERTISEMENT OF ONLINE AUCTION
BY THE SHERIFF**

On Tuesday 5 April 2022 at 11.00 am (unless process is stayed or satisfied), all the estate and interest (if any) of the person(s) named below, in the land described below, will be auctioned online by the Sheriff.

Anker Pty Ltd of 4 Anchor Place, Prahran, Victoria 3181, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10309 Folio 225 and Volume 10457 Folio 382 upon which is erected a Warehouse Conversion House and Car Park and known as 4 Anchor Place, Prahran, Victoria 3181.

The following recordings in the Register affect or may affect the land as at 14 February 2022:

- Registered Caveat (Dealing Number AQ397317Q)
- Owners Corporation 1 Plan Number PS410665J
- Owners Corporation 5 Plan Number PS410665J.

The Sheriff is unable to provide access to these properties. Refer to the advertisement on realestate.com.au for further information.

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

Note: This is an online auction only, online registration is required, a copy on the registration form can be obtained from the website listed below. All registration forms must be emailed to realestatesection@justice.vic.gov.au prior to the auction to participate.

Please visit the Sheriff's Office Victoria Real Estate Section website at www.justice.vic.gov.au/sheriffrealestate for an information sheet on Sheriff's Auctions, a contract of sale and further information. Alternately, you can contact the Sheriff's Office Victoria Real Estate Section at realestatesection@justice.vic.gov.au

SHERIFF OF VICTORIA

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES****Road Management Act 2004****NOTICE OF INTENTION TO AMEND ROAD MANAGEMENT PLAN**

Frankston City Council ('Council') gives notice pursuant to section 54(6) of the **Road Management Act 2004** and regulation 10 of the Road Management (General) Regulations 2016, of its intention to amend its Road Management Plan ('RMP'). The proposed amendment follows a review of the RMP during 2020–21 which was received and noted by Council at its meeting on 31 May 2021.

The purpose of the proposed amendment is to effect administrative improvements which will enhance Council's road management processes and practices to ensure compliance, including enhancements to staff training, works management in Council's asset management system and an enhanced reporting and monitoring framework.

The roads, classes of roads and road related infrastructure affected by the proposed amendment are listed in Council's Register of Public Roads.

The written report regarding the review of the RMP and the proposed amendment may be obtained or inspected at the Civic Centre in Davey Street, Frankston, or on Council's website: www.frankston.vic.gov.au

Any person who is aggrieved by the proposed amendment may make a submission to Council on the proposed amendment. Submissions should be marked 'Proposed Road Management Plan Amendment', and should be addressed to: Coordinator Asset Planning, PO Box 490, Frankston, Victoria 3199, and must be received by 5 pm on Friday, 1 April 2022. Submissions may also be hand delivered to the Civic Centre, or emailed to info@frankston.vic.gov.au

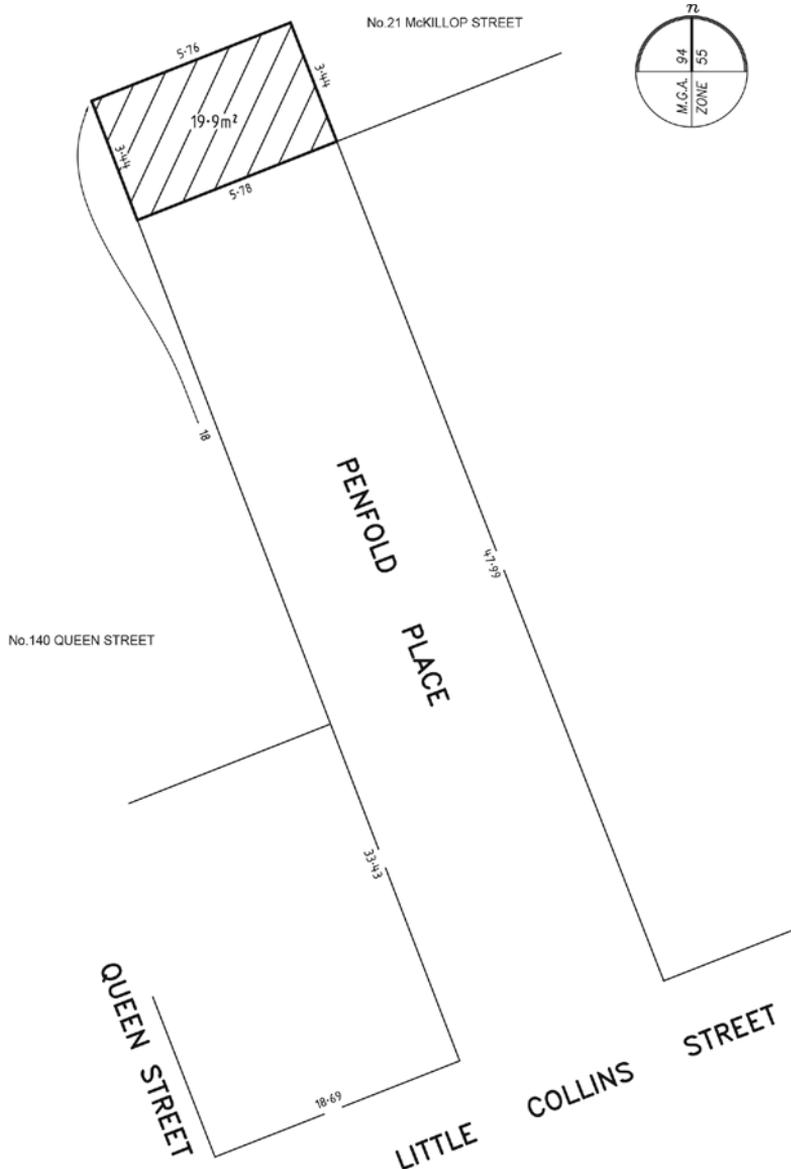
Any person requesting to be heard in support of their submission is entitled to be heard before Council or be represented by a person acting on their behalf, at the Council meeting on 26 April 2022. Submitters should note that Council maintains a public register of submissions received during the previous 12 months. Unless a submitter requests to the contrary, copies of submissions (including the submitters' names and addresses) may also be included in the Council meeting agenda and minutes, which are a permanent public record, and which are published on Council's website.

PHIL CANTILLON
Chief Executive Officer



ROAD DISCONTINUANCE

Pursuant to section 206(1) and Clause 3 of Schedule 10 of the **Local Government Act 1989** (Act), the Melbourne City Council (Council) declares the portion of road, shown hatched on the plan hereunder, discontinued. Any right, power or interest held by CitiPower, Vic Gas Distribution Pty Ltd and Greater Western Water in the road in connection with any assets under the control of those authorities or any of them in or near the road are saved by section 207C of the Act. The Council intends to sell the resulting land to the adjoining owner.





GLEN EIRA
CITY COUNCIL

ORDER PURSUANT TO SECTION 26(2) OF THE
DOMESTIC ANIMALS ACT 1994

Notice is given that the Glen Eira City Council, at its Ordinary meeting held on 1 February 2022, resolved to make the following order under section 26(2) of the **Domestic Animals Act 1994**.

1. Definitions

In this order:

- 'owner' has the same meaning as in the **Domestic Animals Act 1994**;
- 'dog off-leash area' means the whole or part of a reserve designated by signage and on Council's website as being available for the unleashing of dogs at the time(s) signposted.

2. Dog off-leash areas within Glen Eira

The following reserves have designated dog off-leash areas:

Allnutt Park (McKinnon)	Bailey Reserve (Bentleigh East)	Bentleigh/Hodgson Reserve (Bentleigh)
Boyd Park (Murrumbeena)	Caulfield Park (Caulfield North)	Centenary Park (Bentleigh East)
Joyce Park (Ormond)	Duncan MacKinnon Reserve (Murrumbeena)	East Caulfield Reserve (Caulfield East)
EE Gunn Reserve (Ormond)	Glen Huntly Park (Caulfield East)	Greenmeadows Gardens (St Kilda East)
Harleston Park (Elsternwick)	Hopetoun Gardens (Elsternwick)	Halley Park (Bentleigh)
King George VI Memorial Reserve (Bentleigh East)	Lord Reserve (Carnegie)	McKinnon Reserve (McKinnon)
Marlborough Street Reserve (Bentleigh East)	Moorleigh Community Village Reserve (Bentleigh East)	Murrumbeena Park (Murrumbeena)
Packer Park (Carnegie)	Princes Park (Caulfield South)	Victory Park (Bentleigh)
Crown Allotment 2031 (Pawfield Park) (Caulfield East)	Wattle Grove Reserve (McKinnon)	Mackie Road Reserve (Bentleigh East)
Rosanna Street Reserve (Carnegie)	Springthorpe Gardens (Murrumbeena)	

3. Time limits in certain dog off-leash areas

A dog may only be exercised in accordance with Clause 2 between the hours of 6.00 am and 9.00 am at the following reserves, or at parts of the following reserves as signposted:

- a) Harleston Park (Elsternwick);
- b) Hopetoun Gardens (Elsternwick);
- c) Greenmeadows Gardens (St Kilda East);
- d) Springthorpe Gardens (Murrumbeena); and
- e) Rosanna Street Reserve (Carnegie).

4. Dog owner's obligations

The Owner of any dog must:

- a) comply with Council's Community Local Law 2019;
- b) keep the dog under effective control by means of a chain, cord or leash, not exceeding 1.5 metres in length, while the dog is in any public area of the municipal district of the Council, except in dog off-leash areas identified in this Order (and subject to any time limits set out in this Order);
- c) keep the dog under effective control when in a dog off-leash area by means of:
 - (i) carrying a chain, cord or leash not exceeding 1.5 metres in length, sufficient to bring the dog under effective control; or
 - (ii) effective voice or hand control of the dog so as to be able to promptly place the dog on a chain, cord or leash if that becomes necessary whether to comply with the provisions of this Order or for any other reason.
- d) when exercising in a dog off-leash area designated by Council, bring the dog under control by means of chain, cord or leash if the dog roams, or is likely to roam, to within 20 metres of:
 - (i) the principal location of an organised sporting event (training or competition);
 - (ii) a play equipment area (unless the play equipment area is fenced off such that access to that area by the dog is prevented);
 - (iii) the entrance of a school during school hours and 15 minutes prior to and after school hours;
 - (iv) the principal location of an organised public meeting;
 - (v) a permanent barbecue or picnic area (unless the permanent barbecue or picnic area is fenced off such that access to that area by the dog is prevented); or
 - (vi) if the dog does or is likely to worry, threaten, rush or attack any person or other animal.

REBECCA MCKENZIE
Chief Executive Officer



Marine Safety Act 2010

Section 208(2)

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Gannawarra Shire Council as the declared waterway manager for the waters of Kangaroo Lake hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that all persons and vessels not registered to take part in the Jetin Vic PWC race weekends are prohibited from entering and remaining in the following waters.

All waters of Kangaroo Lake – Entire lake.

The exclusion zone will be in effect from 6.00 am to 6.00 pm on Saturday 5 and Sunday 6 March 2022 and Saturday 9 and Sunday 10 April 2022.

Dated 3 March 2022

BY ORDER OF GANNAWARRA SHIRE COUNCIL



South Gippsland
Shire Council

ADOPTION OF THE ROAD MANAGEMENT PLAN

South Gippsland Shire Council has conducted a review of its Road Management Plan in accordance with the **Road Management Act 2004**, the Road Management (General) Regulations 2016 and the **Local Government Act 2020**.

Council, at its 16 February 2022 meeting, resolved, pursuant to sections 54 and 55 of the **Road Management Act 2004**, to adopt the Road Management Plan 2022.

The Road Management Plan 2022 and any associated documents are available online at Council's website: <https://www.southgippsland.vic.gov.au>

KERRY N ELLIS
Chief Executive Officer
South Gippsland Shire Council

Planning and Environment Act 1987

LATROBE PLANNING SCHEME

Notice of the Preparation of an Amendment Amendment C121latr

The Latrobe City Council has prepared Amendment C121latr to the Latrobe Planning Scheme.

The Amendment applies to all land within the municipality which is affected by a major licensed pipeline.

The Amendment seeks to implement the findings and recommendations of the Latrobe City Council Design and Development Overlay – Schedule 1 Major Pipeline Infrastructure Review (May 2020). The Design and Development Overlay – Schedule 1 was introduced into the Latrobe Planning Scheme on 2 March 2000 following the recommendations in the Report of the Panel and Advisory Committee on the Latrobe New Format Planning Scheme. Previously, the Planning Scheme had only contained local and State policy statements regarding pipelines.

Amendment C121 seeks to replace the Design and Development Overlay – Schedule 1

(DDO1) with the Buffer Area Overlay – Schedule 1 (BAO1) as a means of ensuring safe and appropriate land use and development around licensed pipelines, in order to protect human life, property and the environment from the impacts of pipeline failure. It also seeks to prevent damage to licensed pipelines from development activities.

The Amendment proposes to delete Schedule 1 to Clause 43.02 (Design and Development Overlay), insert Schedule 1 to Clause 44.08 (Buffer Area Overlay) Major Pipeline Infrastructure, amend Clause 11.01-1L Morwell so the Morwell Town Structure Plan shows the Morwell to Tramway Road Pipeline, amend Clause 19.01-3L Pipeline Infrastructure by replacing 'measurement length' with 'notification area', amend the Schedule to Clause 66.04 (Schedule to Clause 66.04 Referral of Permit Applications Under Local Provisions) to list Energy Safe Victoria (ESV) as recommending referral authority, amend the Schedule to Clause 72.03 (Schedule to Clause 72.03 What Does This Planning Scheme Consist Of?) to reflect the new BAO1 mapping and deleted DDO1 mapping, amend the Schedule to Clause 72.08 (Schedule to Clause 72.08 Background Documents) by adding the Pipelines Report (May 2020) into the schedule, amend the Schedule to Clause 74.01 (Schedule to Clause 74.01 Application of Zones, Overlays and Provisions) to include the Buffer Area Overlay – Schedule 1.

The Amendment deletes the Planning Scheme Map Nos. 11DDO, 12DDO, 13DDO, 21DDO, 32DDO, 33DDO, 34DDO, 37DDO, 38DDO, 45DDO, 46DDO, 63DDO, 65DDO, 66DDO, 67DDO, 68DDO, 90DDO, 91DDO, 92DDO, amends Planning Scheme Map Nos. 43DDO, 44DDO, 47DDO, 52DDO, 64DDO, 70DDO, 79DDO, 82DDO, 83DDO, 84DDO, 85DDO, and inserts new Planning Scheme Map Nos 11BAO, 12BAO, 13BAO, 21BAO, 34BAO, 37BAO, 38BAO, 43BAO, 44BAO, 45BAO, 46BAO, 47BAO, 51BAO, 52BAO, 63BAO, 64BAO, 65BAO, 66BAO, 67BAO, 68BAO, 70BAO, 78BAO, 79BAO, 82BAO, 83BAO, 84BAO, 85BAO, 87BAO, 88BAO, 90BAO, 91BAO, 92BAO in accordance with the abovementioned rezonings.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the Latrobe City Council website at www.latrobe.vic.gov.au/C121 and

during office hours (inspection of documents may be subject to COVID-19 restrictions and requirements), at the following locations: Corporate Headquarters, 141 Commercial Road, Morwell, Victoria 3840; Traralgon Service Centre, 34–38 Kay Street, Traralgon, Victoria 3844; Moe Service Centre, 1–29 George Street, Moe, Victoria 3825; Churchill Service Hub, 9–11 Philip Parade, Churchill, Victoria 3842; and at the Department of Environment, Land, Water and Planning website: www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 2 May 2022. A submission must be sent to the Latrobe City Council, Strategic Planning, PO Box 264, Morwell, Victoria 3840; or Latrobe@latrobe.vic.gov.au – Attention: Strategic Planning.

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.

STEVEN PIASENTE
Chief Executive Officer

Planning and Environment Act 1987

GREATER SHEPPARTON PLANNING SCHEME

Notice of Exhibition of Amendment

Amendment C228gshe

Greater Shepparton City Council (Council) has prepared Amendment C228gshe to the Greater Shepparton Planning Scheme (Planning Scheme).

The Amendment applies to the land at 560 Archer Road, Kialla, and 7265 Midland Highway, Mooroopna. The proposed Amendment seeks to apply a Public Acquisition Overlay (PAO) to parts of two parcels of land to realise

regional walking and cycling links in Kialla and Mooroopna.

Specifically, the Amendment implements the following changes:

- applies PAO31 to part of 560 Archer Road, Kialla and amends Planning Scheme Map No. 11PAO;
- applies PAO32 to part of 7265 Midland Highway, Mooroopna, and inserts Planning Scheme Map Nos. 16PAO and 21PAO; and
- amends the Schedule to Clause 45.01 Public Acquisition Overlay to introduce PAO31 and PAO32, designate Council as the acquiring authority and specify acquisition is for infrastructure purposes.

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, Greater Shepparton City Council, 90 Welsford Street, Shepparton; the Greater Shepparton City Council website: www.greatershepparton.com.au; and the Department of Environment, Land, Water and Planning website, <https://www.planning.vic.gov.au/schemes-and-amendments/amending-a-planning-scheme/planning-documents-on-exhibition>

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 4 April 2022. A submission must be sent to the Greater Shepparton City Council, Locked Bag 1000, Shepparton, Victoria 3632, or via email to council@shepparton.vic.gov.au

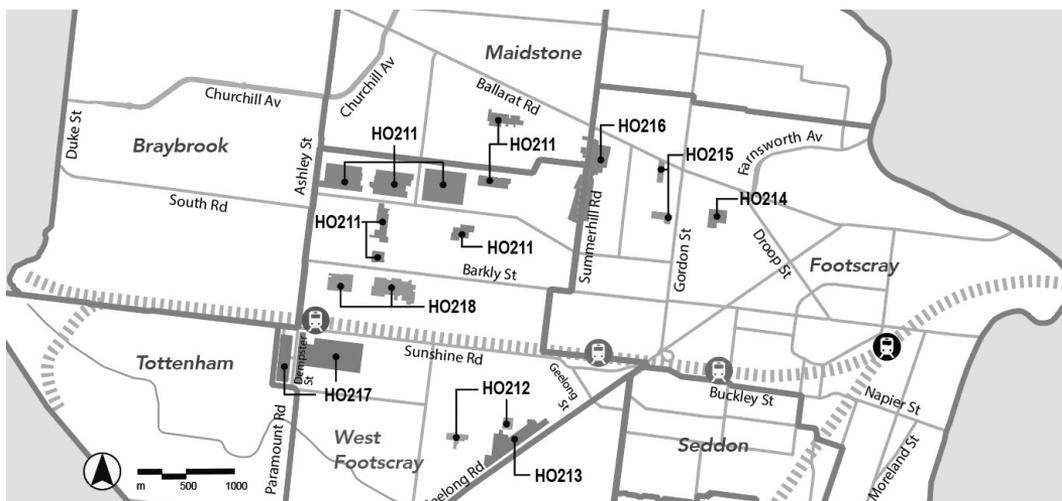
The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

COLIN KALMS
Manager Building, Planning and Compliance

Planning and Environment Act 1987
MARIBYRNONG PLANNING SCHEME
 Notice of the Preparation of an Amendment
 Amendment C172mari

The Maribyrnong City Council has prepared Amendment C172mari to the Maribyrnong Planning Scheme.

The land affected by the Amendment is land included within the heritage precincts shown on the map below.



The Amendment proposes to:

- apply the heritage overlay to the identified precincts on a permanent basis in order to implement the West Footscray Inter-war and Post-war Heritage Precinct Study March 2021 (Heritage Alliance);
- incorporate Statements of Significance and Heritage Design Guidelines in the Planning Scheme into the schedule to Clause 72.04;
- introduce West Footscray Inter-war and Post-war Heritage Precinct Study March 2021 (Heritage Alliance) into Clause 72.08 Background Documents;
- update the Permit Exemptions in the Heritage Precinct Incorporated Plan July 2021 to include the identified heritage precincts;
- rezone properties in the precincts from General Residential Zone (GRZ) to Neighbourhood Residential Zone (NRZ);
- insert a new Schedule 2 to the Neighbourhood Residential Zone;
- rezone 39 Dempster Street, West Footscray from General Residential Zone (GRZ) to Public Park and Recreation Zone (PPRZ);
- amend the Housing Framework Plan in Clause 21.07 in the Municipal Strategic Statement to identify the precincts as limited change areas.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at: the Maribyrnong City Council website at www.maribyrnong.vic.gov.au/amendmentC172; during office hours, at the office of the planning authority, Maribyrnong City Council, 61 Napier Street, Footscray; or at the Department of Environment, Land, Water and Planning website, at 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 Thursday 7 April 2022. A submission must be sent to either: online at www.yourcityyourvoice.com.au; email amendmentc172@maribyrnong.vic.gov.au; or post Maribyrnong City Council, Strategic Planning Amendment C172, PO Box 58, West Footscray, Victoria 3012.

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

CELIA HADDOCK
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 5 May 2022, after which date State Trustees Limited may convey or distribute the assets, having regard only to the claims of which State Trustees Limited then has notice.

COWLEY, Lavinia Harriett, also known as Lavinia Cowley, late of 10 Summer Street, Brunswick East, Victoria 3057, deceased, who died on 26 May 2021.

FAIRLEY, Peter John Malcolm, also known as Peter Malcolm Fairley and Peter Fairley, late of Millward Nursing Home Warona, Unit 31, Blackburn Road, Doncaster East, Victoria 3109, deceased, who died on 30 October 2021.

FEAKES, John, late of Unit 12, 49 Mollison Street, Broadford, Victoria 3658, deceased, who died on 25 August 2021.

FENTON, Bruce John, late of 12/1227 Grevillea Road, Wendouree, Victoria 3355, deceased, who died on 2 October 2021.

MELNYKOWYCZ, Kevin John, late of 114/159 Melrose Street, North Melbourne, Victoria 3051, deceased, who died on 14 July 2021.

MUAVAE, Francis Filiata, late of Unit 11, 96 Glass Street, Essendon, Victoria 3040, deceased, who died on 22 November 2021.

MURPHY, Colin, late of 313–315 Bay Road, Cheltenham, Victoria 3192, deceased, who died on 23 May 2021.

WALTERS, Trevor Robin, late of Park Lane Residential Aged Care, 295–299 Maroondah Highway, Croydon, Victoria 3136, deceased, who died on 31 October 2021.

WILSON, David Henry, late of Possability – Ref: 1721923, 17 Burke Road, Ararat, Victoria 3377, deceased, who died on 5 December 2021.

Dated 24 February 2022

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 9 May 2022, after which date State Trustees Limited may convey or distribute the assets, having regard only to the claims of which State Trustees Limited then has notice.

ADAMS, William Alfred, late of James Thomas Court, 117 Morgan Street, Sebastopol, Victoria 3356, deceased, who died on 10 August 2021. Date of Grant 22 February 2022.

CAULEY, John, late of 18 Hurtle Street, Lalor, Victoria 3075, deceased, who died on 10 May 2021.

CONNERTON, Alfred John, late of Waverley Valley Aged Care, 29–33 Chesterville Road, Glen Waverley, Victoria 3150, retired, deceased, who died on 30 November 2021. Date of Grant 23 February 2022.

KOVAC, Vili, late of Hopkins Correctional Centre, 156 Warrak Road, Ararat, Victoria 3377, deceased, who died on 9 July 2021.

RISK, Ian James, late of 26 Belgrade Avenue, Wodonga, Victoria 3690, deceased, who died on 13 October 2021.

Dated 28 February 2022

EXEMPTION

Application No. H330/2021

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Seeing Machines Limited (the Applicant).

The exemption is to enable the Applicant to comply with security requirements under the **Defence Trade Controls Act 2012** (Cth) and the Defence Trade Controls Regulations 2013 (Cth) as well as the Arms Control Act 22 USC 2778 (2004) (USA), the International Traffic in Arms Regulations 22 CFR 120 (2003) (USA) (ITAR), and the Export Administration Regulations 15 CFR 730-774 (USA) (EAR) restrictions. These laws and regulations impose limits on access to certain material (Controlled Material), and impose security requirements (Security Requirements), based on citizenship, previous citizenships, race or nationality.

Upon reading the material filed in support of this application, and having heard the oral evidence and submissions provided at the hearing on 4 February 2022, for the reasons published today, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 21, 105, 107 and 182 of the Act to enable the Applicant to engage in the following exempt conduct:

- (a) Request citizenship, previous citizenships, race or nationality information (citizenship information) of all the Applicant's personnel who are likely to require access to Controlled Material or comply with Security Requirements, and their substantive contacts where such contacts are affiliated with countries proscribed in section 126.1 of ITAR.
- (b) Request citizenship information from prospective employees and contractors who perform work on the Applicant's premises and who are subject to the Applicant's control and direction in roles which are likely to require access to Controlled Material or comply with Security Requirements.
- (c) Maintain records of the citizenship information of employees who are likely to require access to Controlled Material or comply with Security Requirements, with distribution limited to only those persons

with a need to know, for the purposes of determining their ability to participate in a particular engagement.

- (d) Establish security measures and access protocols to prevent unauthorised access to Controlled Material or comply with Security Requirements.
- (e) Advise applicants for employment in roles which are likely to require access to Controlled Material or compliance with Security Requirements that they may be adversely affected by ITAR and EAR controls or Security Requirements if they are not an Australian citizen or if they hold dual citizenship from countries proscribed as applicable.
- (f) Impose a condition on offers of employment in roles which are likely to require access to Controlled Material or comply with Security Requirements that the person must, pursuant to applicable controls, be authorised to access that material, whether pursuant to an individual approval obtained from the United States' Department of State or Commonwealth of Australia or otherwise.
- (g) Reject applications for positions requiring access to the Controlled Material or compliance with Security Requirements based on the job applicant's citizenship, and taking into account a person's citizenship in determining who should be offered employment or contract work requiring access to Controlled Material or compliance with Security Requirements.
- (h) Transfer employees and contractors from positions with access to Controlled Material or requirements to comply with Security Requirements to positions without access to Controlled Material or compliance with Security Requirements, based on their citizenship.
- (i) Advertise positions as only open to Australian citizens who can obtain the necessary clearances to comply with Security Requirements.
- (j) Request current and future employees to notify the Applicant of changes to their citizenship information.
- (k) Disclose citizenship information, where required, to:
 - (i) the United States' Department of State;

- (ii) the United States' Department of Commerce;
- (iii) the Australian Department of Defence; and
- (iv) other organisations for which, or on whose behalf, or at whose request Seeing Machines undertakes work in respect of which Seeing Machines has directly or indirectly an obligation not to transfer Controlled Material to persons of certain nationalities or comply with Security Requirements.

(the exempt conduct)

The Tribunal hereby grants an exemption from the operation of sections 16, 18, 21, 105, 107 and 182 of the Act to enable the Applicant to engage in the exempt conduct, on the following conditions.

CONDITIONS

1. This exemption only applies where the Applicant has taken all steps reasonably available (including steps that might be taken in negotiating or performing any contract) to avoid the necessity to engage in the exempt conduct.
2. This exemption only applies where the Applicant has taken all steps that are reasonably available to avoid engaging in exempt conduct, including:
 - (a) reliance on ITAR exemptions, exceptions or other provisions, including clause 126.18 of ITAR, where applicable; and
 - (b) where an employment job candidate, employee or contractor is a national or dual national of a country not approved for access to Controlled Material, then the Applicant will either request the United States' Department of State, or request the relevant export license holder(s) to request the United States' Department of State to amend the relevant export licenses to enable the person to have access to Controlled Material, unless the Applicant, on reasonable grounds, determines that the job candidate, employee or contractor is not the best candidate for the position; or such an application does not have significant prospects of success; and
3. Where, pursuant to this exemption, the Applicant wishes to reserve the right to make a conditional offer of employment in relation to a position which will or may involve access to Controlled Material, any advertisement, invitation for expressions of interest, or other promotional information referring to the position must include the information that:
 - (a) the position will or is likely to require access to Controlled Material and that any person occupying the position must be able to satisfy ITAR-based requirements which may require specific authorisation for that person to access Controlled Material; and
 - (b) if a job candidate is concerned as to whether or not they will satisfy the requirement in condition 3(a), they should contact a nominated employee of the Applicant who is able to provide relevant information, including information set out in condition 4 below.
4. The Applicant must specifically communicate to job candidates for roles, and existing employees and contractors in roles, whether currently or in the future, requiring access to Controlled Material:
 - (a) notice that they may be adversely affected by the ITAR requirements if they are not an Australian national, if they hold dual nationality and/or citizenship from proscribed countries, or if they are not of Australian national origin;
 - (b) notice that the Applicant has an exemption under the Act to enable it to take steps to prevent access to Controlled Material;
 - (c) a reasonable explanation in plain English of the nature of any such adverse effects;

- (d) advice that any necessary application for specific authorisation for a person to access Controlled Material would be made by the Applicant, in appropriate cases;
- (e) information about how they can apply for Australian citizenship; and
- (f) information regarding their rights under Australian Federal, State and Territory discrimination laws.

The Applicant may comply with condition 4 through a range of alternatives, including individual written notices, published policy statements, web-based posting or other similar means.

5. Where, pursuant to this exemption, an employee or contractor who is not authorised pursuant to ITAR controls to have access to Controlled Material (including pursuant to any individual clearance), is moved from a job involving access to Controlled Material to any other work performed by the Applicant or any of its related entities, the Applicant must, through a duly authorised officer, explain to the person why he or she is being transferred and must otherwise take all reasonable steps to avoid or limit harm or loss to that person.
6. Where the Applicant uses a system of security passes to reflect the fact of access to Controlled Material or levels of access to material subject to Australian security requirements, the security passes may be coded but not in such a manner that the nationality can obviously be identified from the coding.
7. All information relating to security passes, security clearance levels and access to Controlled Material shall be restricted to the security officer, assistant security officer, export control managers, human resources managers, legal representatives and other senior managers and to their properly appointed nominees on a 'need to know' basis.
8. The Applicant's employment or other relevant policies shall be amended as soon as reasonably possible so as to refer to the terms of this exemption, including all conditions attaching to it, and to make clear that the purpose of the Applicant's request for nationality information is made solely for the purposes of compliance with legal and regulatory obligations imposed pursuant to the defense export control laws of Australia and the United States.
9. The Applicant is required to provide a written report to the Tribunal on 28 February and 31 July each year, from the date of this exemption, over the period of the exemption, detailing:
 - (a) the steps it has taken to comply with the above conditions;
 - (b) the number of persons affected by this exemption, the nature of the effects, and the steps taken to address any adverse effects;
 - (c) the anti-discrimination training of employees and contractors provided by the Applicant; and
 - (d) implementation and compliance generally with the terms of this exemption order.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 3 March 2027.

Dated 3 March 2022

C. THWAITES
Member

Associations Incorporation Reform Act 2012

SECTION 138

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

Altona Ladies' Probus Club Inc.; Association of Life Nurturing of Australia Inc.; Association of Solution Oriented Counsellors and Hypnotherapists of Australia Inc.; Australia China Business Association Incorporated; Australia Society Incorporated; Australian Decorative and Fine Arts Society Central Victoria Inc.; Australian French Association for Science and Technology (Victoria) Inc.; Bacchus Marsh Tourism Association Inc.; Bannockburn–Teesdale

Town Club Incorporated; Bauhaus Ultimate Inc.; Beefsteak & Burgundy Club Hamilton Inc.; Being Well Expo Incorporated; Belmont Community Youth Club Inc.; Bhartiya Samaj Incorporated; Billoo Park Maternal & Child Health Centre Inc.; Bowls Sunraysia Division Inc.; Brooklyn Residents Action Group (BRAG) Inc.; Cannabis Action Network Inc.; CCK Old Boys Incorporated; Chirnside Park Sporting Club Inc.; Cloud & Cyber Security Association Australia Inc.; Eaglehawk Senior Citizens Centre Inc.; F.Inc East Gippsland Incorporated; Find Good Food Inc.; Fitzroy North Residents Action Group Inc.; Florence Avenue Playgroup Association Inc.; Formula Speedway Sedans Vic Incorporated; Friends of the Collins Settlement Sorrento Inc.; Geelong International Student Association Inc.; Grampians Indoor Bias Bowls Association Inc.; Grampians T.O.W.N. Club Inc.; Greythorn Football Club Inc.; Haidry Community of Victoria Incorporated; Homestead Life Services Incorporated; Hume Residents Airport Action Group Incorporated; Hung An Tu Buddhist Temple Association Incorporated; Kaniva Veterans Association Inc.; Knoxfield Three Year Old Group Inc.; 'Life. Be In It' Community Program Fund Incorporated; Macedon Ranges Business Improvement Group Incorporated; Macleod Rosanna Community Band Incorporated; Marcellin Old Collegians Soccer Club Inc.; MCHN Vic Inc.; Melton Residents Association Inc.; Mentone R.S.L. Swimming Club Inc.; Milloo North Dam Scheme Inc.; Milloo South Dam Scheme Inc.; Newlands Pre-School Centre Inc.; Northern United Cricket Association Inc.; Northern Voice Inc.; Numurkah and District Development Committee Inc.; Operation Christmas Tree Inc.; Project of Australian Great Ocean Road Incorporated; Racewalking Victoria Inc.; Robinson House Inc.; Scotsglen Singers Inc.; Sophie Rose Foundation Incorporated; South Gippsland Golf Classic Inc.; St Kevin's Out of Hours School Care Centre Inc.; St. John The Baptist (Sandringham) Kindergarten Incorporated; Studio Elite Fundraising Committee Inc.; Swan Hill Farmers Market Incorporated; Talbingo 3-Year-Old Kindergarten Inc.; The Australian Taxation Reform Group Inc.; The Central Victorian Stroke Support Group Inc.; The Collingwood Cottage Incorporated; The Fitzroy Revolution MTB Club Inc.; The Friendship

Force of Melbourne Inc.; The Hillclimb Group Incorporated; The Taste of Gold Association Inc.; Thee Everlasting Tree Incorporated; Town and Country Cakedeco Group Inc.; Trafalgar and District Amateur Basketball Association Inc.; Unione Pensionati Italiani Circoli Indipendenti Inc.; Vermont Elderly People's Homes (Inc.); Victorian STS Inc.; Waverley and Box Hill Racing Pigeon Club Inc.; Wedderburncare Group Inc.; Westcoast Seekers Club Inc.; Western Victorian Therapy Dogs Inc.; Whatever it Takes Committee Inc.; White Owl for Men's Health Awareness Incorporated; William Parker Memorial Kindergarten Inc.; Wimmera Football League Inc.; Winchelsea Horticultural & Garden Club Inc.; Wodonga Take Off Weight Naturally Club of Victoria Inc.; Wyandotte Club of Australia Central Victorian Branch Inc.; Yaapect Tennis Club Inc.

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

Dated 3 March 2022

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

Co-operatives National Law (Victoria)

MOUNT WAVERLEY SECONDARY
COLLEGE CO-OPERATIVE LIMITED
PARKDALE SECONDARY COLLEGE
CO-OPERATIVE LTD

On application under section 601 AA of the **Corporations Act 2001** (the Act), notice is hereby given under section 601 AA (4A) 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 names of the co-operatives listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and their registration will be dissolved.

Dated at Melbourne this 3 March 2022

DAVID JOYNER
Deputy Registrar of Co-operatives

Crown Land (Reserves) Act 1978**ORDER GIVING APPROVAL TO GRANT A LICENCE UNDER SECTION 17B**

Under section 17B of the **Crown Land (Reserves) Act 1978**, I, the Hon Lily D'Ambrosio MP, Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a licence reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a licence by Mornington Peninsula Shire Council for the purpose of a local history museum, over part of Flinders Foreshore Reserve as described in the Schedule below and, in accordance with section 17D(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

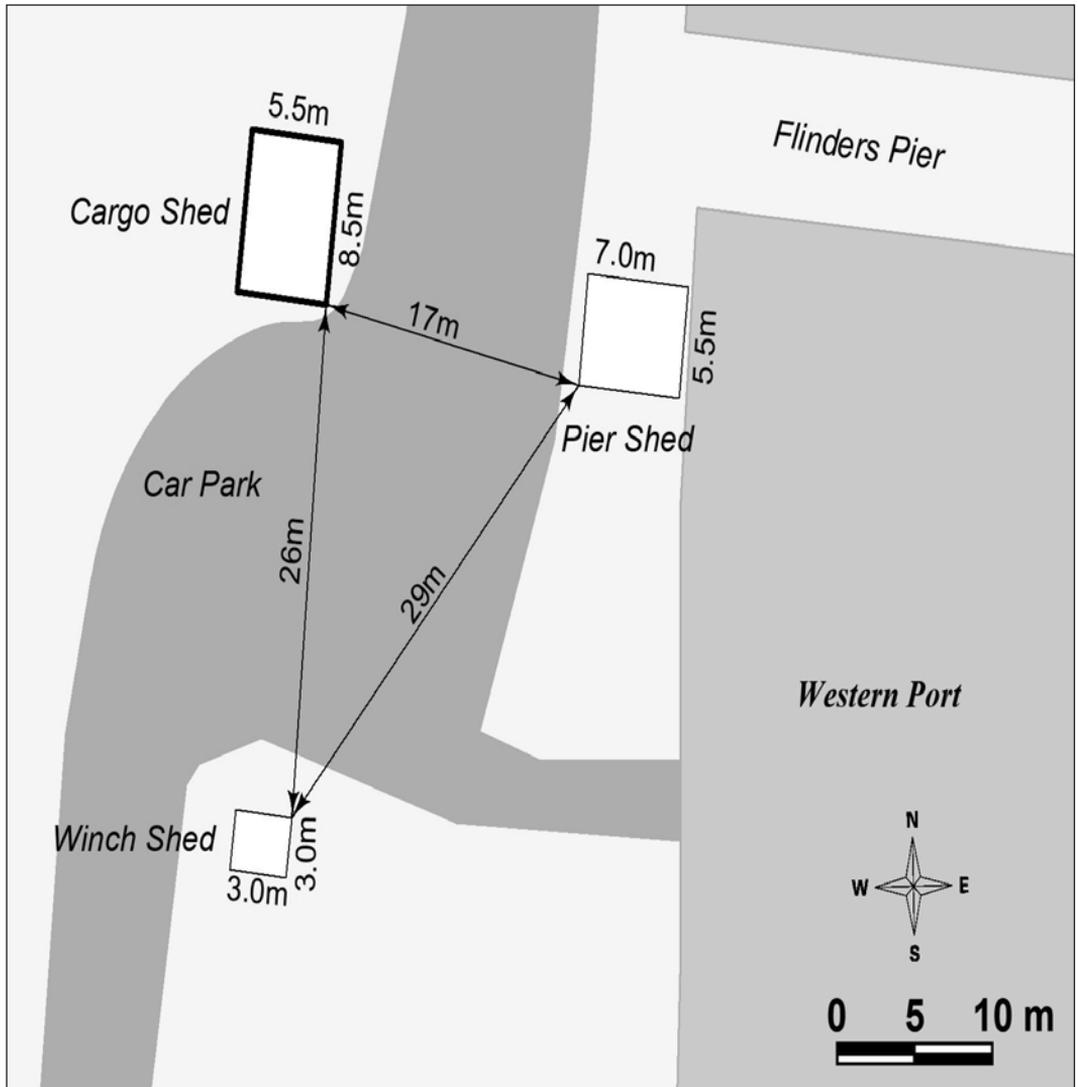
- (a) there are special reasons which make granting a licence reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

SCHEDULE

The area of land shown outlined in bold black line and labelled 'Cargo Shed' on the following plan, being part of the land permanently reserved for the protection of the coastline by Order in Council of 11 March 1981 (vide Government Gazette 18 March 1981, page 895).

Attachment – MBR046133

Plan of area Flinders Foreshore Reserve – Outlined in bold black and labelled ‘Cargo Shed’



File Reference: 1202503

Dated 17 January 2022

LILY D'AMBROSIO MP
Minister for Energy, Environment and Climate Change

Education and Training Reform Act 2006

NOTICE OF DETERMINATION OF APPROVED TRAINING SCHEMES

In accordance with section 5.5.2 of the **Education and Training Reform Act 2006** (Act) the Victorian Registration and Qualifications Authority gives notice of determinations that the following approved training schemes are the approved training schemes within the meaning of section 5.5.2 of the Act.

APPROVED TRAINING SCHEMES FOR:		DATE OF DETERMINATION	DETERMINATION
RII	Resources and Infrastructure Industry Training Package Release 7	24/02/2022	10,000,046
LGA	Local Government Training Package Release 1	23/02/2022	10,000,064

Details of the vocations specified in the approved training schemes and copies of the approved training schemes can be obtained from the Victorian Registration and Qualifications Authority, GPO Box 2317, Melbourne, Victoria 3001. Web: <http://www.vrqa.vic.gov.au/apprain/Pages/appdefault.aspx>; Email: vrqa.apprenticeships@edumail.vic.gov.au; Telephone: 1300 722 603.

Electricity Industry Act 2000

NOTICE OF TRANSFER OF LICENCE TO GENERATE AND SELL ELECTRICITY

The Essential Services Commission (the commission) gives notice under section 31(11) of the **Electricity Industry Act 2000** (Industry Act) that, pursuant to section 31(5) of the Industry Act, the commission has approved the transfer of the electricity generation and sale licence issued to Kiata Wind Farm Pty Ltd (ACN 607 460 873) to Kiata ProjectCo Pty Ltd (ACN 645 707 517). This transfer took effect on 23 February 2022.

The commission also varied the conditions of the licence, pursuant to section 31(8) of the Industry Act, to reflect updates to standard conditions since the licence was first granted to the licensee.

The licence continues on an ongoing basis. A copy of the licence is available on the commission's website www.esc.vic.gov.au, or can be obtained by calling the commission on 03 9032 1300.

KATE SYMONS
Chairperson

Education and Training Reform Act 2006**NOTICE OF TRAINING PRODUCT TRANSITION PERIOD END DATE EXTENSIONS**

In accordance with section 4.3.17A of the **Education and Training Reform Act 2006** (Act) the Victorian Registration and Qualifications Authority gives notice of training products from superseded training packages that have been approved for extensions to transition period end dates. The following training products have been provided with new transition period end dates within the meaning of section 4.3.17A of the Act.

Training Product	Transition Period End Date
52707WA Graduate Diploma of Dermal Therapies	30/05/2022
52709WA Graduate Diploma of Cosmetic Nursing	30/05/2022
ACM20117 Certificate II in Animal Studies	12/04/2023
ACM30117 Certificate III in Animal Studies	12/04/2023
ACM30317 Certificate III in Captive Animals	30/12/2022
ACM30417 Certificate III in Companion Animal Services	12/04/2023
ACM30617 Certificate III in Pet Grooming	12/04/2023
ACM40217 Certificate IV in Captive Animals	12/04/2023
ACM40317 Certificate IV in Companion Animal Services	12/04/2023
AHC20316 Certificate II in Production Horticulture	30/06/2022
AHC20716 Certificate II in Production Nursery	30/06/2022
AHC21016 Certificate II in Conservation and Land Management	30/06/2022
AHC30616 Certificate III in Production Horticulture	30/06/2022
AHC30816 Certificate III in Arboriculture	6/04/2022
AHC30816 Certificate III in Arboriculture (for apprentice cohorts)	16/12/2022
AHC31116 Certificate III in Production Nursery	30/06/2022
AHC31216 Certificate III in Retail Nursery	30/06/2022
AHC31316 Certificate III in Sports Turf Management	30/06/2022
AHC31416 Certificate III in Conservation and Land Management	30/06/2022
AHC31716 Certificate III in Natural Area Restoration	30/06/2022
AHC40916 Certificate IV in Conservation and Land Management	30/06/2022
AHC50516 Diploma of Arboriculture	6/04/2022
AHC51116 Diploma of Conservation and Land Management	30/06/2022
AUR10116 Certificate I in Automotive Vocational Preparation	10/12/2022
AUR20218 Certificate II in Automotive Air Conditioning Technology	10/12/2022
AUR20416 Certificate II in Automotive Electrical Technology	10/12/2022
AUR20516 Certificate II in Automotive Servicing Technology	10/12/2022
AUR20716 Certificate II in Automotive Vocational Preparation	10/12/2022
AUR20816 Certificate II in Outdoor Power Equipment Technology	10/12/2022
AUR20916 Certificate II in Automotive Body Repair Technology	10/12/2022

AUR30216 Certificate III in Bicycle Workshop Operations	10/12/2022
AUR30316 Certificate III in Automotive Electrical Technology	10/12/2022
AUR30416 Certificate III in Agricultural Mechanical Technology	10/12/2022
AUR30516 Certificate III in Marine Mechanical Technology	10/12/2022
AUR30616 Certificate III in Light Vehicle Mechanical Technology	10/12/2022
AUR30716 Certificate III in Outdoor Power Equipment Technology	10/12/2022
AUR30816 Certificate III in Motorcycle Mechanical Technology	10/12/2022
AUR31016 Certificate III in Automotive Sales	10/12/2022
AUR31116 Certificate III in Heavy Commercial Vehicle Mechanical Technology	10/12/2022
AUR31216 Certificate III in Mobile Plant Technology	10/12/2022
AUR32116 Certificate III in Automotive Body Repair Technology	10/12/2022
AUR32316 Certificate III in Automotive and Marine Trimming Technology	10/12/2022
AUR32416 Certificate III in Automotive Refinishing Technology	10/12/2022
BSB10115 Certificate I in Business	19/04/2022
BSB20115 Certificate II in Business (for school based learners only)	31/12/2022
BSB20115 Certificate II in Business	19/04/2022
BSB20215 Certificate II in Customer Engagement	19/04/2022
BSB30115 Certificate III in Business (for school based learners only)	31/12/2022
BSB30115 Certificate III in Business	30/06/2022
BSB30215 Certificate III in Customer Engagement (for school based learners only)	31/12/2022
BSB30215 Certificate III in Customer Engagement	19/04/2022
BSB30315 Certificate III in Micro Business Operations	19/04/2022
BSB30415 Certificate III in Business Administration (for school based learners only)	31/12/2022
BSB30415 Certificate III in Business Administration	30/06/2022
BSB30815 Certificate III in Recordkeeping	19/04/2022
BSB30915 Certificate III in Business Administration (Education)	19/04/2022
BSB31015 Certificate III in Business Administration (Legal)	30/06/2022
BSB31115 Certificate III in Business Administration (Medical) (for school based learners only)	31/12/2022
BSB31115 Certificate III in Business Administration (Medical)	30/06/2022
BSB31215 Certificate III in Library and Information Services (for school based learners only)	31/12/2022
BSB31215 Certificate III in Library and Information Services	30/06/2022
BSB40215 Certificate IV in Business	30/06/2022
BSB40315 Certificate IV in Customer Engagement	19/04/2022
BSB40515 Certificate IV in Business Administration	30/06/2022
BSB40615 Certificate IV in Business Sales	19/04/2022
BSB41015 Certificate IV in Human Resources	19/04/2022
BSB41115 Certificate IV in International Trade	19/04/2022

BSB41515 Certificate IV in Project Management Practice	19/04/2022
BSB41618 Certificate IV in Business (Procurement)	19/04/2022
BSB41715 Certificate IV in Recordkeeping	19/04/2022
BSB41915 Certificate IV in Business (Governance)	19/04/2022
BSB42015 Certificate IV in Leadership and Management	19/04/2022
BSB42115 Certificate IV in Library and Information Services	19/04/2022
BSB42215 Certificate IV in Legal Services	19/04/2022
BSB42315 Certificate IV in Environmental Management and Sustainability	1/12/2022
BSB42415 Certificate IV in Marketing and Communication	19/04/2022
BSB42518 Certificate IV in Small Business Management	19/04/2022
BSB42618 Certificate IV in New Small Business	19/04/2022
BSB50215 Diploma of Business	30/06/2022
BSB50315 Diploma of Customer Engagement	19/04/2022
BSB50415 Diploma of Business Administration	30/06/2022
BSB50618 Diploma of Human Resources Management	30/06/2022
BSB50715 Diploma of Business (Governance)	19/04/2022
BSB50815 Diploma of International Business	30/06/2022
BSB51415 Diploma of Project Management	19/04/2022
BSB51518 Diploma of Business (Procurement)	19/04/2022
BSB51615 Diploma of Quality Auditing	19/04/2022
BSB51715 Diploma of Recordkeeping	19/04/2022
BSB51918 Diploma of Leadership and Management	19/04/2022
BSB52015 Diploma of Conveyancing	19/04/2022
BSB52115 Diploma of Library and Information Services	19/04/2022
BSB52215 Diploma of Legal Services	30/06/2022
BSB52415 Diploma of Marketing and Communication	30/06/2022
BSB60215 Advanced Diploma of Business	19/04/2022
BSB60815 Advanced Diploma of Recordkeeping	19/04/2022
BSB60915 Advanced Diploma of Management (Human Resources)	19/04/2022
BSB61015 Advanced Diploma of Leadership and Management	19/04/2022
BSB61115 Advanced Diploma of Conveyancing	19/04/2022
BSB61218 Advanced Diploma of Program Management	19/04/2022
BSB61315 Advanced Diploma of Marketing and Communication	19/04/2022
BSB80215 Graduate Diploma of Strategic Leadership	19/04/2022
BSB80415 Graduate Diploma of Portfolio Management	19/04/2022
BSB80515 Graduate Certificate in Management (Learning)	19/04/2022
BSB80615 Graduate Diploma of Management (Learning)	19/04/2022
BSBADM101 Use business equipment and resources	19/04/2022
BSBADM301 Produce texts from shorthand notes	19/04/2022

BSBADM302 Produce texts from notes	19/04/2022
BSBADM303 Produce texts from audio transcription	19/04/2022
BSBADM307 Organise schedules	19/04/2022
BSBADM311 Maintain business resources	19/04/2022
BSBADM401 Produce complex texts from shorthand notes	19/04/2022
BSBADM405 Organise meetings	19/04/2022
BSBADM406 Organise business travel	19/04/2022
BSBADM407 Administer projects	19/04/2022
BSBADM409 Coordinate business resources	19/04/2022
BSBADM411 Produce complex texts from audio transcription	19/04/2022
BSBADM502 Manage meetings	19/04/2022
BSBADM503 Plan and manage conferences	19/04/2022
BSBADM504 Plan and implement administrative systems	19/04/2022
BSBADM506 Manage business document design and development	19/04/2022
BSBADV402 Conduct pre-campaign testing	19/04/2022
BSBADV403 Monitor advertising production	19/04/2022
BSBADV404 Schedule advertisements	19/04/2022
BSBADV405 Perform media calculations	19/04/2022
BSBADV406 Buy and monitor media	19/04/2022
BSBADV407 Apply media analysis and processing tools	19/04/2022
BSBADV408 Review advertising media options	19/04/2022
BSBADV503 Coordinate advertising research	19/04/2022
BSBADV507 Develop a media plan	19/04/2022
BSBADV509 Create mass print media advertisements	19/04/2022
BSBADV510 Create mass electronic media advertisements	19/04/2022
BSBADV602 Develop an advertising campaign	19/04/2022
BSBADV603 Manage advertising production	19/04/2022
BSBADV604 Execute an advertising campaign	19/04/2022
BSBADV605 Evaluate campaign effectiveness	19/04/2022
BSBAUD402 Participate in a quality audit	19/04/2022
BSBAUD501 Initiate a quality audit	19/04/2022
BSBAUD503 Lead a quality audit	19/04/2022
BSBAUD504 Report on a quality audit	19/04/2022
BSBCMM101 Apply basic communication skills	19/04/2022
BSBCMM201 Communicate in the workplace	19/04/2022
BSBCMM301 Process customer complaints	19/04/2022
BSBCMM401 Make a presentation	19/04/2022
BSBCMM402 Implement effective communication strategies	19/04/2022
BSBCMM501 Develop and nurture relationships	19/04/2022

BSBCNV501 Take instructions in relation to a transaction	19/04/2022
BSBCNV502 Read and interpret a legal document and provide advice	19/04/2022
BSBCNV503 Analyse and interpret legal requirements for a transaction	19/04/2022
BSBCNV504 Prepare legal documents	19/04/2022
BSBCNV505 Finalise the conveyancing transaction	19/04/2022
BSBCNV506 Establish and manage a trust account	19/04/2022
BSBCNV601 Identify and conduct searches	19/04/2022
BSBCOM401 Organise and monitor the operation of compliance management system	19/04/2022
BSBCOM402 Implement processes for the management of a breach in compliance requirements	19/04/2022
BSBCOM403 Provide education and training on compliance requirements and systems	19/04/2022
BSBCOM404 Promote and liaise on compliance requirements, systems and related issues	19/04/2022
BSBCOM405 Promote compliance with legislation	19/04/2022
BSBCOM406 Conduct work within a compliance framework	19/04/2022
BSBCOM501 Identify and interpret compliance requirements	19/04/2022
BSBCOM502 Evaluate and review compliance	19/04/2022
BSBCOM503 Develop processes for the management of breaches in compliance requirements	19/04/2022
BSBCOM601 Research compliance requirements and issues	19/04/2022
BSBCOM602 Develop and create compliance requirements	19/04/2022
BSBCOM603 Plan and establish compliance management systems	19/04/2022
BSBCON401 Work effectively in a business continuity context	19/04/2022
BSBCON601 Develop and maintain business continuity plans	19/04/2022
BSBCON801 Establish and review the business continuity management framework and strategies	19/04/2022
BSBCRT101 Apply critical thinking techniques	19/04/2022
BSBCRT301 Develop and extend critical and creative thinking skills	19/04/2022
BSBCRT401 Articulate, present and debate ideas	19/04/2022
BSBCRT402 Collaborate in a creative process	19/04/2022
BSBCRT403 Explore the history and social impact of creativity	19/04/2022
BSBCRT404 Apply advanced critical thinking to work processes	19/04/2022
BSBCRT501 Originate and develop concepts	19/04/2022
BSBCRT502 Develop critical thinking in others	19/04/2022
BSBCRT601 Research and apply concepts and theories of creativity	19/04/2022
BSBCUE203 Conduct customer engagement	19/04/2022
BSBCUE204 Collect data	19/04/2022
BSBCUE205 Prepare for work in a customer engagement environment	19/04/2022

BSBCUE301 Use multiple information systems	19/04/2022
BSBCUE302 Deploy customer service field staff	19/04/2022
BSBCUE303 Conduct a telemarketing campaign	19/04/2022
BSBCUE304 Provide sales solutions to customers	19/04/2022
BSBCUE305 Process credit applications	19/04/2022
BSBCUE306 Process complex accounts	19/04/2022
BSBCUE307 Work effectively in customer engagement	19/04/2022
BSBCUE308 Conduct outbound customer engagement	19/04/2022
BSBCUE309 Develop product and service knowledge for customer engagement operation	19/04/2022
BSBCUE403 Schedule customer engagement activity	19/04/2022
BSBCUE404 Collect, analyse and record information	19/04/2022
BSBCUE405 Survey stakeholders to gather and record information	19/04/2022
BSBCUE406 Run a multicentre	19/04/2022
BSBCUE407 Administer customer engagement technology	19/04/2022
BSBCUE501 Develop business continuity strategy	19/04/2022
BSBCUE502 Establish a multicentre	19/04/2022
BSBCUE503 Manage data interrogation	19/04/2022
BSBCUE504 Integrate customer engagement within the organisation	19/04/2022
BSBCUE601 Optimise customer engagement operations	19/04/2022
BSBCUE602 Manage customer engagement information	19/04/2022
BSBCUE603 Design and launch new customer engagement facilities	19/04/2022
BSBCUE604 Develop and maintain a service level strategy	19/04/2022
BSBCUE605 Develop and maintain a customer engagement marketing strategy	19/04/2022
BSBCUE606 Forecast and plan using customer engagement traffic information analysis	19/04/2022
BSBCUE607 Manage customer engagement centre staffing	19/04/2022
BSBCUE608 Manage customer engagement operational costs	19/04/2022
BSBCUS201 Deliver a service to customers	19/04/2022
BSBCUS301 Deliver and monitor a service to customers	19/04/2022
BSBCUS401 Coordinate implementation of customer service strategies	19/04/2022
BSBCUS402 Address customer needs	19/04/2022
BSBCUS403 Implement customer service standards	19/04/2022
BSBCUS501 Manage quality customer service	19/04/2022
BSBDES201 Follow a design process	16/10/2022
BSBDES202 Evaluate the nature of design in a specific industry context	16/10/2022
BSBDES301 Explore the use of colour	16/10/2022
BSBDES302 Explore and apply the creative design process to 2D forms	16/10/2022
BSBDES303 Explore and apply the creative design process to 3D forms	16/10/2022

BSBDES304 Source and apply design industry knowledge	16/10/2022
BSBDES305 Source and apply information on the history and theory of design	16/10/2022
BSBDES401 Generate design solutions	16/10/2022
BSBDES402 Interpret and respond to a design brief	16/10/2022
BSBDES403 Develop and extend design skills and practice	16/10/2022
BSBDES501 Implement design solutions	16/10/2022
BSBDES502 Establish, negotiate and refine a design brief	16/10/2022
BSBDES601 Manage design realisation	16/10/2022
BSBDES602 Research global design trends	16/10/2022
BSBDES801 Research and apply design theory	16/10/2022
BSBDIV301 Work effectively with diversity	19/04/2022
BSBDIV501 Manage diversity in the workplace	19/04/2022
BSBDIV601 Develop and implement diversity policy	19/04/2022
BSBDIV801 Conduct strategic diversity workforce planning	19/04/2022
BSBDIV802 Conduct strategic planning for diversity learning practices	19/04/2022
BSBDIV803 Develop cross cultural communication and negotiation strategies	19/04/2022
BSBEBU401 Review and maintain a website	19/04/2022
BSBEBU502 Implement e-business solutions	19/04/2022
BSBEBU511 Develop and implement an e-business strategy	19/04/2022
BSBEDU301 Assist with monitoring compliance in international education services	19/04/2022
BSBEDU302 Assist in resolution of issues and incidents in an international education environment	19/04/2022
BSBEDU303 Assist with the provision of international education information	19/04/2022
BSBEDU304 Assist with the provision of pastoral care services to international students	19/04/2022
BSBEDU305 Assist with international education events and programs	19/04/2022
BSBEMS401 Develop and implement business development strategies to expand client base	19/04/2022
BSBEMS402 Develop and implement strategies to source and assess candidates	19/04/2022
BSBEMS403 Develop and provide employment management services to candidates	19/04/2022
BSBEMS404 Manage the recruitment process for client organisations	19/04/2022
BSBFIA301 Maintain financial records	19/04/2022
BSBFIA302 Process payroll	19/04/2022
BSBFIA303 Process accounts payable and receivable	19/04/2022
BSBFIA304 Maintain a general ledger	19/04/2022
BSBFIA401 Prepare financial reports	19/04/2022
BSBFIA412 Report on financial activity	19/04/2022
BSBFIA501 Report on finances related to international business	19/04/2022
BSBFIM501 Manage budgets and financial plans	19/04/2022

BSBFIM502 Manage payroll	19/04/2022
BSBFIM601 Manage finances	19/04/2022
BSBFIM801 Manage financial resources	19/04/2022
BSBFMLM303 Contribute to effective workplace relationships	19/04/2022
BSBFMLM305 Support operational plan	19/04/2022
BSBFMLM306 Provide workplace information and resourcing plans	19/04/2022
BSBFMLM309 Support continuous improvement systems and processes	19/04/2022
BSBFMLM311 Support a workplace learning environment	19/04/2022
BSBFMLM312 Contribute to team effectiveness	19/04/2022
BSBFMLM313 Apply language, literacy and numeracy to support others in the workplace	19/04/2022
BSBFMLM314 Mentor others in the workplace to support their language, literacy and numeracy skill development	19/04/2022
BSBFRA301 Work within a franchise	19/04/2022
BSBFRA401 Manage compliance with franchisee obligations and legislative requirements	19/04/2022
BSBFRA402 Establish a franchise	19/04/2022
BSBFRA403 Manage relationship with franchisor	19/04/2022
BSBFRA404 Manage a multiple-site franchise	19/04/2022
BSBFRA501 Establish a franchise operation	19/04/2022
BSBFRA502 Manage a franchise operation	19/04/2022
BSBFRA503 Manage establishment of new sites or regions	19/04/2022
BSBFRA504 Manage relationships with franchisees	19/04/2022
BSBFRA505 Manage closure of a franchise	19/04/2022
BSBGOV401 Implement board member responsibilities	19/04/2022
BSBGOV402 Work within organisational structure	19/04/2022
BSBGOV403 Analyse financial reports and budgets	19/04/2022
BSBGOV404 Communicate with community stakeholders	19/04/2022
BSBGOV405 Undertake the roles and responsibilities of committee or board members	19/04/2022
BSBGOV501 Review and apply the organisation's constitution	19/04/2022
BSBGOV502 Recruit and coordinate committee members	19/04/2022
BSBGOV503 Conduct organisational strategic planning	19/04/2022
BSBGOV504 Monitor organisational finances	19/04/2022
BSBGOV505 Seek and apply for funding opportunities	19/04/2022
BSBGOV506 Manage advocacy for your organisation	19/04/2022
BSBGOV507 Manage board or committee and organisational conflict	19/04/2022
BSBHRM403 Support performance management process	19/04/2022
BSBHRM404 Review human resource functions	19/04/2022
BSBHRM405 Support the recruitment, selection and induction of staff	19/04/2022

BSBHRM501 Manage human resource services	19/04/2022
BSBHRM502 Manage human resource management information systems	19/04/2022
BSBHRM505 Manage remuneration and employee benefits	19/04/2022
BSBHRM506 Manage recruitment selection and induction processes	19/04/2022
BSBHRM507 Manage separation or termination	19/04/2022
BSBHRM509 Manage rehabilitation or return to work programs	19/04/2022
BSBHRM510 Manage mediation processes	19/04/2022
BSBHRM511 Manage expatriate staff	19/04/2022
BSBHRM512 Develop and manage performance management processes	19/04/2022
BSBHRM513 Manage workforce planning	19/04/2022
BSBHRM602 Manage human resources strategic planning	19/04/2022
BSBHRM604 Manage employee relations	19/04/2022
BSBIND201 Work effectively in a business environment	19/04/2022
BSBIND301 Work effectively in an educational environment	19/04/2022
BSBIND302 Work effectively in the international education services industry	19/04/2022
BSBINM201 Process and maintain workplace information	19/04/2022
BSBINM202 Handle mail	19/04/2022
BSBINM301 Organise workplace information	19/04/2022
BSBINM302 Utilise a knowledge management system	19/04/2022
BSBINM303 Handle receipt and despatch of information	19/04/2022
BSBINM401 Implement workplace information system	19/04/2022
BSBINM501 Manage an information or knowledge management system	19/04/2022
BSBINM601 Manage knowledge and information	19/04/2022
BSBINN201 Contribute to workplace innovation	19/04/2022
BSBINN301 Promote innovation in a team environment	19/04/2022
BSBINN501 Establish systems that support innovation	19/04/2022
BSBINN502 Build and sustain an innovative work environment	19/04/2022
BSBINN601 Lead and manage organisational change	19/04/2022
BSBINN801 Lead innovative thinking and practice	19/04/2022
BSBINT301 Apply knowledge of the international trade environment to complete work	19/04/2022
BSBINT302 Apply knowledge of legislation relevant to international trade to complete work	19/04/2022
BSBINT303 Organise the importing and exporting of goods	19/04/2022
BSBINT304 Assist in the international transfer of services	19/04/2022
BSBINT305 Prepare business documents for the international trade of goods	19/04/2022
BSBINT306 Apply knowledge of international finance and insurance to complete work requirements	19/04/2022
BSBINT401 Research international business opportunities	19/04/2022

BSBINT405 Apply knowledge of import and export international conventions, laws and finance	19/04/2022
BSBINT407 Prepare business advice on export Free-on-Board Value	19/04/2022
BSBINT408 Prepare business advice on the taxes and duties for international trade transactions	19/04/2022
BSBINT409 Plan for international trade	19/04/2022
BSBIPR301 Comply with organisational requirements for protection and use of intellectual property	19/04/2022
BSBIPR401 Use and respect copyright	19/04/2022
BSBIPR402 Protect and use new inventions and innovations	19/04/2022
BSBIPR403 Protect and use brands and business identity	19/04/2022
BSBIPR404 Protect and use innovative designs	19/04/2022
BSBIPR405 Protect and use intangible assets in small business	19/04/2022
BSBIPR501 Manage intellectual property to protect and grow business	19/04/2022
BSBIPR601 Develop and implement strategies for intellectual property management	19/04/2022
BSBITA411 Design and develop relational databases	19/04/2022
BSBITA611 Configure and optimise customer contact technology	19/04/2022
BSBITB511 Establish and maintain a network of digital devices	19/04/2022
BSBITB801 Implement advanced electronic technologies	19/04/2022
BSBITS411 Maintain and implement digital technology	19/04/2022
BSBITU111 Operate a personal digital device	19/04/2022
BSBITU112 Develop keyboard skills	19/04/2022
BSBITU211 Produce digital text documents	19/04/2022
BSBITU212 Create and use spreadsheets	19/04/2022
BSBITU213 Use digital technologies to communicate remotely	19/04/2022
BSBITU306 Design and produce business documents	19/04/2022
BSBITU307 Develop keyboarding speed and accuracy	19/04/2022
BSBITU309 Produce desktop published documents	19/04/2022
BSBITU311 Use simple relational databases	19/04/2022
BSBITU312 Create electronic presentations	19/04/2022
BSBITU313 Design and produce digital text documents	19/04/2022
BSBITU314 Design and produce spreadsheets	19/04/2022
BSBITU315 Purchase goods and services online	19/04/2022
BSBITU401 Design and develop complex text documents	19/04/2022
BSBITU402 Develop and use complex spreadsheets	19/04/2022
BSBITU404 Produce complex desktop published documents	19/04/2022
BSBITU422 Use digital technologies to collaborate in the workplace	19/04/2022
BSBITU501 Conduct data analysis	19/04/2022
BSBLDR401 Communicate effectively as a workplace leader	19/04/2022

BSBLDR402 Lead effective workplace relationships	19/04/2022
BSBLDR403 Lead team effectiveness	19/04/2022
BSBLDR404 Lead a diverse workforce	19/04/2022
BSBLDR502 Lead and manage effective workplace relationships	19/04/2022
BSBLDR504 Implement diversity in the workplace	19/04/2022
BSBLDR511 Develop and use emotional intelligence	19/04/2022
BSBLDR513 Communicate with influence	19/04/2022
BSBLDR801 Lead personal and strategic transformation	19/04/2022
BSBLDR802 Lead the strategic planning process for an organisation	19/04/2022
BSBLDR803 Develop and cultivate collaborative partnerships and relationships	19/04/2022
BSBLDR804 Influence and shape diversity management	19/04/2022
BSBLDR805 Lead and influence change	19/04/2022
BSBLDR806 Lead and influence ethical practice	19/04/2022
BSBLED101 Plan skills development	19/04/2022
BSBLED301 Undertake e-learning	19/04/2022
BSBLED401 Develop teams and individuals	19/04/2022
BSBLED501 Develop a workplace learning environment	19/04/2022
BSBLED502 Manage programs that promote personal effectiveness	19/04/2022
BSBLED503 Maintain and enhance professional practice	19/04/2022
BSBLED802 Lead learning strategy implementation	19/04/2022
BSBLED803 Implement improved learning practice	19/04/2022
BSBLED804 Review enterprise e-learning systems and solutions implementation	19/04/2022
BSBLED805 Plan and implement a mentoring program	19/04/2022
BSBLED806 Plan and implement a coaching strategy	19/04/2022
BSBLED807 Establish career development services	19/04/2022
BSBLED808 Conduct a career development session	19/04/2022
BSBLED809 Identify and communicate trends in career development	19/04/2022
BSBLED810 Develop human capital	19/04/2022
BSBLEG301 Apply knowledge of the legal system to complete tasks	19/04/2022
BSBLEG302 Carry out search of the public record	19/04/2022
BSBLEG303 Deliver court documentation	19/04/2022
BSBLEG304 Apply the principles of confidentiality and security within the legal environment	19/04/2022
BSBLEG305 Use legal terminology in order to carry out tasks	19/04/2022
BSBLEG306 Maintain records for time and disbursements in a legal practice	19/04/2022
BSBLEG308 Assist in prioritising and planning activities in a legal practice	19/04/2022
BSBLEG403 Maintain trust accounts	19/04/2022
BSBLEG413 Identify and apply the legal framework	19/04/2022
BSBLEG414 Establish and maintain a file in legal services	19/04/2022

BSBLEG415 Apply the principles of contract law	19/04/2022
BSBLEG416 Apply the principles of the law of torts	19/04/2022
BSBLEG417 Apply the principles of evidence law	19/04/2022
BSBLEG418 Produce complex legal documents	19/04/2022
BSBLEG510 Apply legal principles in family law matters	19/04/2022
BSBLEG511 Apply legal principles in criminal law matters	19/04/2022
BSBLEG512 Apply legal principles in property law matters	19/04/2022
BSBLEG513 Apply legal principles in corporation law matters	19/04/2022
BSBLEG514 Assist with civil procedure	19/04/2022
BSBLEG515 Apply legal principles in wills and probate matters	19/04/2022
BSBLIB201 Assist with circulation services	19/04/2022
BSBLIB202 Process information resource orders	19/04/2022
BSBLIB301 Catalogue objects into collections	19/04/2022
BSBLIB302 Develop and apply knowledge of archives	19/04/2022
BSBLIB303 Provide multimedia support	19/04/2022
BSBLIB304 Develop and use information literacy skills	19/04/2022
BSBLIB305 Use established cataloguing tools	19/04/2022
BSBLIB306 Process and maintain information resources	19/04/2022
BSBLIB401 Record and maintain collection information	19/04/2022
BSBLIB402 Consolidate and maintain industry knowledge	19/04/2022
BSBLIB403 Complete a range of cataloguing activities	19/04/2022
BSBLIB404 Use integrated library management systems	19/04/2022
BSBLIB405 Assist customers to access information	19/04/2022
BSBLIB406 Obtain information from external and networked sources	19/04/2022
BSBLIB407 Search library and information databases	19/04/2022
BSBLIB501 Manage lending and borrowing processes for collections	19/04/2022
BSBLIB502 Manage the development of collections	19/04/2022
BSBLIB503 Develop and promote activities, events and public programs	19/04/2022
BSBLIB504 Develop exhibition concepts	19/04/2022
BSBLIB505 Develop disaster management plans	19/04/2022
BSBLIB506 Maintain digital repositories	19/04/2022
BSBLIB507 Promote literature and reading	19/04/2022
BSBLIB508 Analyse and describe information resources	19/04/2022
BSBLIB509 Provide subject access and classify material	19/04/2022
BSBLIB510 Use and monitor advanced functions of integrated library management systems	19/04/2022
BSBLIB511 Research and analyse information to meet customer needs	19/04/2022
BSBLIB512 Develop and maintain community and stakeholder relationships	19/04/2022
BSBLIB513 Monitor compliance with copyright and licence requirements	19/04/2022

BSBLIB601 Research and document collection material	19/04/2022
BSBLIB602 Develop and monitor procedures for the movement and storage of collection material	19/04/2022
BSBLIB603 Contribute to collection management	19/04/2022
BSBLIB604 Extend own information literacy skills to locate information	19/04/2022
BSBLIB605 Analyse and describe specialist and complex material	19/04/2022
BSBMGT401 Show leadership in the workplace	19/04/2022
BSBMGT402 Implement operational plan	19/04/2022
BSBMGT403 Implement continuous improvement	19/04/2022
BSBMGT404 Lead and facilitate off-site staff	19/04/2022
BSBMGT405 Provide personal leadership	19/04/2022
BSBMGT406 Plan and monitor continuous improvement	19/04/2022
BSBMGT407 Apply digital solutions to work processes	19/04/2022
BSBMGT502 Manage people performance	19/04/2022
BSBMGT516 Facilitate continuous improvement	19/04/2022
BSBMGT517 Manage operational plan	19/04/2022
BSBMGT518 Develop organisation policy	19/04/2022
BSBMGT519 Incorporate digital solutions into plans and practices	19/04/2022
BSBMGT520 Plan and manage the flexible workforce	19/04/2022
BSBMGT521 Plan, implement and review a quality assurance program	19/04/2022
BSBMGT605 Provide leadership across the organisation	19/04/2022
BSBMGT608 Manage innovation and continuous improvement	19/04/2022
BSBMGT615 Contribute to organisation development	19/04/2022
BSBMGT616 Develop and implement strategic plans	19/04/2022
BSBMGT617 Develop and implement a business plan	19/04/2022
BSBMGT618 Develop an engagement centre business plan	19/04/2022
BSBMGT619 Identify and implement business innovation	19/04/2022
BSBMGT621 Design and manage the enterprise quality management system	19/04/2022
BSBMGT622 Manage resources	19/04/2022
BSBMGT623 Monitor corporate governance activities	19/04/2022
BSBMGT624 Develop and implement corporate social responsibility	19/04/2022
BSBMGT801 Direct the development of a knowledge management strategy for a business	19/04/2022
BSBMGT802 Lead design and review of enterprise systems	19/04/2022
BSBMGT803 Use financial and economic information for strategic decision making	19/04/2022
BSBMKG401 Profile the market	19/04/2022
BSBMKG408 Conduct market research	19/04/2022
BSBMKG409 Design direct response offers	19/04/2022
BSBMKG410 Test direct marketing activities	19/04/2022

BSBMKG411 Analyse direct marketing databases	19/04/2022
BSBMKG412 Conduct e-marketing communications	19/04/2022
BSBMKG413 Promote products and services	19/04/2022
BSBMKG414 Undertake marketing activities	19/04/2022
BSBMKG415 Research international markets	19/04/2022
BSBMKG416 Market goods and services internationally	19/04/2022
BSBMKG417 Apply marketing communication across a convergent industry	19/04/2022
BSBMKG418 Develop and apply knowledge of marketing communication industry	19/04/2022
BSBMKG419 Analyse consumer behaviour	19/04/2022
BSBMKG420 Create digital media user experiences	19/04/2022
BSBMKG421 Optimise digital media impact	19/04/2022
BSBMKG501 Identify and evaluate marketing opportunities	19/04/2022
BSBMKG502 Establish and adjust the marketing mix	19/04/2022
BSBMKG506 Plan market research	19/04/2022
BSBMKG507 Interpret market trends and developments	19/04/2022
BSBMKG508 Plan direct marketing activities	19/04/2022
BSBMKG509 Implement and monitor direct marketing activities	19/04/2022
BSBMKG510 Plan e-marketing communications	19/04/2022
BSBMKG511 Analyse data from international markets	19/04/2022
BSBMKG512 Forecast international market and business needs	19/04/2022
BSBMKG513 Promote products and services to international markets	19/04/2022
BSBMKG514 Implement and monitor marketing activities	19/04/2022
BSBMKG515 Conduct a marketing audit	19/04/2022
BSBMKG516 Profile international markets	19/04/2022
BSBMKG517 Analyse consumer behaviour for specific international markets	19/04/2022
BSBMKG518 Plan and implement services marketing	19/04/2022
BSBMKG519 Plan and implement business-to-business marketing	19/04/2022
BSBMKG520 Manage compliance within the marketing legislative framework	19/04/2022
BSBMKG521 Plan and implement sponsorship and event marketing	19/04/2022
BSBMKG522 Plan measurement of marketing effectiveness	19/04/2022
BSBMKG523 Design and develop an integrated marketing communication plan	19/04/2022
BSBMKG528 Mine data to identify industry directions	19/04/2022
BSBMKG529 Manage client account	19/04/2022
BSBMKG530 Create distributed multiplatform digital advertisements	19/04/2022
BSBMKG534 Design effective digital user experiences	19/04/2022
BSBMKG535 Devise a search engine optimisation strategy	19/04/2022
BSBMKG536 Develop strategies to monetise digital engagement	19/04/2022
BSBMKG537 Develop a social media engagement plan	19/04/2022
BSBMKG603 Manage the marketing process	19/04/2022

BSBMKG605 Evaluate international marketing opportunities	19/04/2022
BSBMKG606 Manage international marketing programs	19/04/2022
BSBMKG607 Manage market research	19/04/2022
BSBMKG608 Develop organisational marketing objectives	19/04/2022
BSBMKG609 Develop a marketing plan	19/04/2022
BSBMKG610 Develop, implement and monitor a marketing campaign	19/04/2022
BSBMKG611 Manage measurement of marketing effectiveness	19/04/2022
BSBPMG409 Apply project scope management techniques	19/04/2022
BSBPMG410 Apply project time management techniques	19/04/2022
BSBPMG411 Apply project quality management techniques	19/04/2022
BSBPMG412 Apply project cost management techniques	19/04/2022
BSBPMG413 Apply project human resources management approaches	19/04/2022
BSBPMG414 Apply project information management and communications techniques	19/04/2022
BSBPMG415 Apply project risk management techniques	19/04/2022
BSBPMG416 Apply project procurement procedures	19/04/2022
BSBPMG417 Apply project life cycle management processes	19/04/2022
BSBPMG418 Apply project stakeholder engagement techniques	19/04/2022
BSBPMG511 Manage project scope	19/04/2022
BSBPMG512 Manage project time	19/04/2022
BSBPMG513 Manage project quality	19/04/2022
BSBPMG514 Manage project cost	19/04/2022
BSBPMG515 Manage project human resources	19/04/2022
BSBPMG516 Manage project information and communication	19/04/2022
BSBPMG517 Manage project risk	19/04/2022
BSBPMG518 Manage project procurement	19/04/2022
BSBPMG519 Manage project stakeholder engagement	19/04/2022
BSBPMG520 Manage project governance	19/04/2022
BSBPMG521 Manage project integration	19/04/2022
BSBPMG522 Undertake project work	19/04/2022
BSBPMG601 Direct the integration of projects	19/04/2022
BSBPMG602 Direct the scope of a project program	19/04/2022
BSBPMG603 Direct time management of a project program	19/04/2022
BSBPMG604 Direct cost management of a project program	19/04/2022
BSBPMG605 Direct quality management of a project program	19/04/2022
BSBPMG606 Direct human resources management of a project program	19/04/2022
BSBPMG607 Direct communications management of a project program	19/04/2022
BSBPMG609 Direct procurement and contracting for a project program	19/04/2022
BSBPMG610 Enable program execution	19/04/2022

BSBPMG615 Manage program delivery	19/04/2022
BSBPMG616 Manage program risk	19/04/2022
BSBPMG617 Provide leadership for the program	19/04/2022
BSBPMG621 Facilitate stakeholder engagement	19/04/2022
BSBPMG622 Implement program governance	19/04/2022
BSBPMG623 Manage benefits	19/04/2022
BSBPMG624 Engage in collaborative alliances	19/04/2022
BSBPMG801 Prioritise projects and programs	19/04/2022
BSBPMG802 Select and balance the portfolio	19/04/2022
BSBPMG803 Manage and review portfolio performance	19/04/2022
BSBPMG804 Govern the portfolio	19/04/2022
BSBPMG805 Lead the portfolio	19/04/2022
BSBPMG806 Manage portfolio communications and change	19/04/2022
BSBPMG807 Manage portfolio resources	19/04/2022
BSBPMG808 Manage portfolio risk	19/04/2022
BSBPRO301 Recommend products and services	19/04/2022
BSBPRO401 Develop product knowledge	19/04/2022
BSBPUB401 Develop and apply knowledge of public relations industry	19/04/2022
BSBPUB402 Develop public relations campaigns	19/04/2022
BSBPUB403 Develop public relations documents	19/04/2022
BSBPUB501 Manage the public relations publication process	19/04/2022
BSBPUB502 Develop and manage complex public relations campaigns	19/04/2022
BSBPUB503 Manage fundraising and sponsorship activities	19/04/2022
BSBPUB504 Develop and implement crisis management plans	19/04/2022
BSBREL401 Establish networks	19/04/2022
BSBREL402 Build client relationships and business networks	19/04/2022
BSBREL403 Implement international client relationship strategies	19/04/2022
BSBREL501 Build international client relationships	19/04/2022
BSBREL502 Build international business networks	19/04/2022
BSBRES404 Research legal information using primary sources	19/04/2022
BSBRES411 Analyse and present research information	19/04/2022
BSBRES502 Research legal information using secondary sources	19/04/2022
BSBRES801 Initiate and lead applied research	19/04/2022
BSBRKG301 Control records	19/04/2022
BSBRKG302 Undertake disposal	19/04/2022
BSBRKG303 Retrieve information from records	19/04/2022
BSBRKG304 Maintain business records	19/04/2022
BSBRKG305 Review recordkeeping functions	19/04/2022
BSBRKG401 Review the status of a record	19/04/2022

BSBRKG402 Provide information from and about records	19/04/2022
BSBRKG403 Set up a business or records system for a small business	19/04/2022
BSBRKG404 Monitor and maintain records in an online environment	19/04/2022
BSBRKG502 Manage and monitor business or records systems	19/04/2022
BSBRKG505 Document or reconstruct a business or records system	19/04/2022
BSBRKG506 Develop and maintain terminology and classification schemes	19/04/2022
BSBRKG601 Define recordkeeping framework	19/04/2022
BSBRKG603 Prepare a functional analysis for an organisation	19/04/2022
BSBRKG604 Determine security and access rules and procedures	19/04/2022
BSBRKG605 Determine records requirements to document a function	19/04/2022
BSBRKG606 Design a records retention and disposal schedule	19/04/2022
BSBRKG607 Document and monitor the record creating context	19/04/2022
BSBRKG608 Plan management of records over time	19/04/2022
BSBRSK401 Identify risk and apply risk management processes	19/04/2022
BSBRSK501 Manage risk	19/04/2022
BSBSLS407 Identify and plan sales prospects	19/04/2022
BSBSLS408 Present, secure and support sales solutions	19/04/2022
BSBSLS501 Develop a sales plan	19/04/2022
BSBSLS502 Lead and manage a sales team	19/04/2022
BSBSMB201 Identify suitability for micro business	19/04/2022
BSBSMB301 Investigate micro business opportunities	19/04/2022
BSBSMB302 Develop a micro business proposal	19/04/2022
BSBSMB303 Organise finances for the micro business	19/04/2022
BSBSMB304 Determine resource requirements for the micro business	19/04/2022
BSBSMB305 Comply with regulatory, taxation and insurance requirements for the micro business	19/04/2022
BSBSMB306 Plan a home based business	19/04/2022
BSBSMB307 Set up information and communications technology for the micro business	19/04/2022
BSBSMB308 Improve energy efficiency in micro or small business operations	19/04/2022
BSBSMB401 Establish legal and risk management requirements of small business	19/04/2022
BSBSMB402 Plan small business finances	19/04/2022
BSBSMB403 Market the small business	19/04/2022
BSBSMB404 Undertake small business planning	19/04/2022
BSBSMB407 Manage a small team	19/04/2022
BSBSMB408 Manage personal, family, cultural and business obligations	19/04/2022
BSBSMB409 Build and maintain relationships with small business stakeholders	19/04/2022
BSBSMB410 Review and implement energy efficiency in business operations	19/04/2022
BSBSMB411 Manage specialist external advisory services	19/04/2022

BSBSMB415 Refine and strengthen a small business	19/04/2022
BSBSMB417 Recruit staff	19/04/2022
BSBSMB418 Manage compliance for small business	19/04/2022
BSBSMB420 Evaluate and develop small business operations	19/04/2022
BSBSMB421 Manage small business finances	19/04/2022
BSBSMB422 Plan small business growth	19/04/2022
BSBSMB423 Create a digital technology plan for small business	19/04/2022
BSBSUS201 Participate in environmentally sustainable work practices	19/04/2022
BSBSUS401 Implement and monitor environmentally sustainable work practices	19/04/2022
BSBSUS402 Implement an environmental management plan	19/04/2022
BSBSUS403 Measure, monitor and reduce carbon emissions	19/04/2022
BSBSUS404 Assess, implement, monitor and report on waste management	19/04/2022
BSBSUS405 Assess, monitor and reduce water use	19/04/2022
BSBSUS406 Identify and apply sustainability rating tools	19/04/2022
BSBSUS501 Develop workplace policy and procedures for sustainability	19/04/2022
BSBWHS201 Contribute to health and safety of self and others	19/04/2022
BSBWHS301 Maintain workplace safety	19/04/2022
BSBWHS401 Implement and monitor WHS policies, procedures and programs to meet legislative requirements	19/04/2022
BSBWOR201 Manage personal stress in the workplace	19/04/2022
BSBWOR202 Organise and complete daily work activities	19/04/2022
BSBWOR203 Work effectively with others	19/04/2022
BSBWOR204 Use business technology	19/04/2022
BSBWOR301 Organise personal work priorities and development	19/04/2022
BSBWOR302 Work effectively as an off-site worker	19/04/2022
BSBWOR403 Manage stress in the workplace	19/04/2022
BSBWOR404 Develop work priorities	19/04/2022
BSBWOR424 Develop a time management plan	19/04/2022
BSBWOR501 Manage personal work priorities and professional development	19/04/2022
BSBWOR502 Lead and manage team effectiveness	19/04/2022
BSBWRK311 Develop self-awareness	19/04/2022
BSBWRK409 Prepare for and participate in dispute resolution	19/04/2022
BSBWRK411 Support employee and industrial relations procedures	19/04/2022
BSBWRK412 Contribute to personal development	19/04/2022
BSBWRK520 Manage employee relations	19/04/2022
BSBWRT301 Write simple documents	19/04/2022
BSBWRT401 Write complex documents	19/04/2022
BSBWRT501 Write persuasive copy	19/04/2022
CHC30113 Certificate III in Early Childhood Education and Care	20/01/2023

CHC30213 Certificate III in Education Support	20/01/2023
CHC40213 Certificate IV in Education Support	20/01/2023
CHC50113 Diploma of Early Childhood Education and Care	20/01/2023
CHC50213 Diploma of School Aged Education and Care	20/01/2023
CPC10111 Certificate I in Construction	30/06/2022
CPC20112 Certificate II in Construction	30/06/2022
CPC20211 Certificate II in Construction Pathways	30/06/2022
CPC20712 Certificate II in Drainage	27/11/2022
CPC30111 Certificate III in Bricklaying/Blocklaying	30/06/2022
CPC30116 Certificate III in Shopfitting	30/06/2022
CPC30211 Certificate III in Carpentry	27/11/2022
CPC30318 Certificate III in Concreting	27/11/2022
CPC30611 Certificate III in Painting and Decorating	30/06/2022
CPC30711 Certificate III in Rigging	27/11/2022
CPC30812 Certificate III in Roof Tiling	30/06/2022
CPC30911 Certificate III in Scaffolding	27/11/2022
CPC31011 Certificate III in Solid Plastering	30/06/2022
CPC31111 Certificate III in Steel fixing	27/11/2022
CPC31211 Certificate III in Wall and Ceiling Lining	30/06/2022
CPC31311 Certificate III in Wall and Floor Tiling	30/06/2022
CPC31411 Certificate III in Construction Waterproofing	30/06/2022
CPC31511 Certificate III in Formwork/Falsework	27/11/2022
CPC31912 Certificate III in Joinery	27/11/2022
CPC32011 Certificate III in Carpentry and Joinery	27/11/2022
CPC32211 Certificate III in Joinery (Stairs)	27/11/2022
CPC32313 Certificate III in Stonemasonry (Monumental/Installation)	30/06/2022
CPC32413 Certificate III in Plumbing	27/11/2022
CPC32612 Certificate III in Roof Plumbing	27/11/2022
CPC32713 Certificate III in Gas Fitting	27/11/2022
CPC32813 Certificate III in Fire Protection	27/11/2022
CPC32912 Certificate III in Construction Crane Operations	27/11/2022
CPC40110 Certificate IV in Building and Construction (Building)	27/11/2022
CPC40208 Certificate IV in Building and Construction (Contract Administration)	27/11/2022
CPC40308 Certificate IV in Building and Construction (Estimating)	27/11/2022
CPC40508 Certificate IV in Building and Construction (Site Management)	27/11/2022
CPC40808 Certificate IV in Swimming Pool and Spa Building	27/11/2022
CPC40912 Certificate IV in Plumbing and Services	27/11/2022
CPC50210 Diploma of Building and Construction (Building)	27/11/2022
CPC50308 Diploma of Building and Construction (Management)	27/11/2022

CPC50509 Diploma of Fire Systems Design	27/11/2022
CPC50612 Diploma of Hydraulic Services Design	27/11/2022
CPC60115 Advanced Diploma of Building Surveying	1/07/2023
CPCCLDG3001A Licence to perform dogging	28/03/2022
CPCCLHS3001A Licence to operate a personnel and materials hoist	28/03/2022
CPCCLHS3002A Licence to operate a materials hoist	28/03/2022
CPCCLRG3001A Licence to perform rigging basic level	28/03/2022
CPCCLRG3002A Licence to perform rigging intermediate level	28/03/2022
CPCCLRG4001A Licence to perform rigging advanced level	28/03/2022
CPCCLSF2001A Licence to erect, alter and dismantle scaffolding basic level	28/03/2022
CPCCLSF3001A Licence to erect, alter and dismantle scaffolding intermediate level	28/03/2022
CPCCLSF4001A Licence to erect, alter and dismantle scaffolding advanced level	28/03/2022
CPCCLTC4001A Licence to operate a tower crane	28/03/2022
CPCCLTC4002A Licence to operate a self-erecting tower crane	28/03/2022
CPP50911 Diploma of Building Design	1/07/2023
CUA10113 Certificate I in Dance	16/10/2022
CUA10215 Certificate I in Aboriginal and Torres Strait Islander Cultural Arts	16/10/2022
CUA10315 Certificate I in Visual Arts	16/10/2022
CUA20113 Certificate II in Dance	16/10/2022
CUA20215 Certificate II in Creative Industries	16/10/2022
CUA20315 Certificate II in Aboriginal and Torres Strait Islander Visual Arts Industry Work	16/10/2022
CUA20415 Certificate II in Aboriginal and Torres Strait Islander Cultural Arts	16/10/2022
CUA20515 Certificate II in Information and Cultural Services	16/10/2022
CUA20615 Certificate II in Music Industry	16/10/2022
CUA20715 Certificate II in Visual Arts	16/10/2022
CUA30113 Certificate III in Dance	16/10/2022
CUA30213 Certificate III in Community Dance, Theatre and Events	16/10/2022
CUA30313 Certificate III in Assistant Dance Teaching	16/10/2022
CUA30415 Certificate III in Live Production and Services	16/10/2022
CUA30515 Certificate III in Aboriginal and Torres Strait Islander Cultural Arts	16/10/2022
CUA30615 Certificate III in Arts Administration	16/10/2022
CUA30715 Certificate III in Design Fundamentals	16/10/2022
CUA30815 Certificate III in Broadcast Technology	16/10/2022
CUA30915 Certificate III in Music Industry	16/10/2022
CUA31015 Certificate III in Screen and Media	16/10/2022
CUA31115 Certificate III in Visual Arts	16/10/2022
CUA40113 Certificate IV in Dance	16/10/2022
CUA40213 Certificate IV in Community Culture	16/10/2022

CUA40313 Certificate IV in Dance Teaching and Management	16/04/2023
CUA40415 Certificate IV in Live Production and Technical Services	16/10/2022
CUA40513 Certificate IV in Musical Theatre	16/10/2022
CUA40615 Certificate IV in Aboriginal and Torres Strait Islander Cultural Arts	16/10/2022
CUA40715 Certificate IV in Design	16/10/2022
CUA40815 Certificate IV in Arts Administration	16/10/2022
CUA40915 Certificate IV in Music Industry	16/10/2022
CUA41015 Certificate IV in Broadcast Technology	16/10/2022
CUA41115 Certificate IV in Photography and Photo Imaging	16/10/2022
CUA41215 Certificate IV in Screen and Media	16/10/2022
CUA41315 Certificate IV in Visual Arts	16/10/2022
CUA50113 Diploma of Dance (Elite Performance)	16/10/2022
CUA50213 Diploma of Musical Theatre	16/10/2022
CUA50313 Diploma of Dance Teaching and Management	16/10/2022
CUA50415 Diploma of Live Production and Technical Services	16/10/2022
CUA50513 Diploma of Live Production Design	16/10/2022
CUA50615 Diploma of Aboriginal and Torres Strait Islander Visual Arts Industry Work	16/10/2022
CUA50715 Diploma of Graphic Design	16/10/2022
CUA50815 Diploma of Music Industry	16/10/2022
CUA50915 Diploma of Photography and Photo Imaging	16/10/2022
CUA51015 Diploma of Screen and Media	16/10/2022
CUA51115 Diploma of Visual Arts	16/10/2022
CUA51215 Diploma of Ceramics	16/10/2022
CUA60113 Advanced Diploma of Dance (Elite Performance)	16/10/2022
CUA60213 Advanced Diploma of Live Production and Management Services	16/10/2022
CUA60315 Advanced Diploma of Graphic Design	16/10/2022
CUA60415 Advanced Diploma of Creative Product Development	16/10/2022
CUA60515 Advanced Diploma of Music Industry	16/10/2022
CUA60615 Advanced Diploma of Screen and Media	16/10/2022
CUA60715 Advanced Diploma of Visual Arts	16/10/2022
CUAACD301 Produce drawings to communicate ideas	16/10/2022
CUAACD302 Produce computer-aided drawings	16/10/2022
CUAACD303 Produce technical drawings	16/10/2022
CUAACD304 Make scale models	16/10/2022
CUAACD401 Integrate colour theory and design processes	16/10/2022
CUAACD402 Experiment with moulding and casting techniques	16/10/2022
CUAACD501 Refine drawing and other visual representation tools	16/10/2022
CUAACD502 Create observational drawings	16/10/2022

CUAACD503 Select and refine a specialised drawing technique	16/10/2022
CUAACD504 Research and apply light and colour	16/10/2022
CUAACD505 Work with the human form in creative practice	16/10/2022
CUAACD506 Refine 2-D design ideas and processes	16/10/2022
CUAACD507 Refine 3-D design ideas and processes	16/10/2022
CUAACD510 Manage kiln operations	16/10/2022
CUAACD512 Work with photomedia in creative practice	16/10/2022
CUAACD513 Make mixed media artworks	16/10/2022
CUAACD515 Manage specialised finishing processes	16/10/2022
CUAACD601 Extend professional expertise with drawing and other visual representation tools	16/10/2022
CUAACD602 Extend professional expertise across new art forms and media	16/10/2022
CUAACT301 Develop basic acting techniques	16/10/2022
CUAACT401 Use a range of acting techniques in performance	16/10/2022
CUAACT402 Develop acting techniques for musical theatre	16/10/2022
CUAACT403 Develop comedy techniques for musical theatre	16/10/2022
CUAACT404 Develop specialist acting techniques for musical theatre repertoire	16/10/2022
CUAADM301 Administer bookings for rehearsals and performances	16/10/2022
CUAADM302 Book performance venues	16/10/2022
CUAAIR201 Develop techniques for presenting information on air	16/10/2022
CUAAIR301 Present programs on air	16/10/2022
CUAAIR302 Develop techniques for presenting to camera	16/10/2022
CUAAIR401 Conduct interviews	16/10/2022
CUAAIR402 Present a wide range of material on air	16/10/2022
CUAAIR501 Explore issues on air	16/10/2022
CUAANM303 Create 3D digital models	16/10/2022
CUAANM401 Create advanced 3D digital models	16/10/2022
CUAANM402 Create digital visual effects	16/10/2022
CUAANM403 Create titles for screen productions	16/10/2022
CUAANM501 Create 3D digital character animation	16/10/2022
CUAANM502 Create 3D digital environments	16/10/2022
CUAANM503 Design animation and digital visual effects	16/10/2022
CUAATS101 Develop understanding of own Aboriginal or Torres Strait Islander identity	16/10/2022
CUAATS201 Prepare for work in the Aboriginal and Torres Strait Islander visual arts industry	16/10/2022
CUAATS202 Investigate and present features of Aboriginal and Torres Strait Islander culture	16/10/2022
CUAATS301 Work effectively in the Aboriginal and Torres Strait Islander visual arts industry	16/10/2022

CUAATS302 Produce work that expresses own Aboriginal or Torres Strait Islander identity	16/10/2022
CUAATS303 Develop and apply knowledge of Aboriginal or Torres Strait Islander cultural arts	16/10/2022
CUAATS401 Develop and apply knowledge of the Aboriginal and Torres Strait Islander visual arts industry	16/10/2022
CUAATS501 Plan Aboriginal and Torres Strait Islander visual arts projects	16/10/2022
CUAATS502 Research the cultures of Aboriginal and Torres Strait Islander visual artists	16/10/2022
CUAATS503 Work effectively with Aboriginal and Torres Strait Islander visual artists and their communities	16/10/2022
CUAATS504 Work with Aboriginal and Torres Strait Islander cultural material	16/10/2022
CUABRD301 Perform basic transmission operations	16/10/2022
CUABRD302 Provide production support for television productions	16/10/2022
CUABRD303 Prepare video material for television transmission	16/10/2022
CUABRD401 Carry out television transmission operations	16/10/2022
CUABRD402 Vision mix television productions	16/10/2022
CUABRD403 Transfer film to digital formats	16/10/2022
CUABRD501 Operate master control	16/10/2022
CUABRT402 Maintain broadcast equipment and facilities	16/10/2022
CUABRT403 Ensure quality of broadcast output	16/10/2022
CUABRT404 Coordinate outside broadcasts	16/10/2022
CUACAL301 Produce calligraphy	16/10/2022
CUACAL401 Experiment with techniques to produce calligraphy	16/10/2022
CUACAM201 Assist with a basic camera shoot	16/10/2022
CUACAM301 Shoot material for screen productions	16/10/2022
CUACAM302 Rig camera infrastructure	16/10/2022
CUACAM401 Shoot a wide range of screen content	16/10/2022
CUACAM402 Shoot screen content in a multi-camera environment	16/10/2022
CUACAM403 Install camera supports	16/10/2022
CUACAM404 Pull focus	16/10/2022
CUACAM501 Shoot material for screen productions under special conditions	16/10/2022
CUACAM601 Direct cinematography for screen productions	16/10/2022
CUACER301 Produce ceramics	16/10/2022
CUACER401 Experiment with techniques to produce ceramics	16/10/2022
CUACER402 Experiment with throwing techniques	16/10/2022
CUACER403 Experiment with ceramic surface treatments	16/10/2022
CUACER501 Refine ceramics techniques	16/10/2022
CUACER502 Investigate ceramic materials and processes	16/10/2022
CUACER503 Refine throwing techniques	16/10/2022

CUACER504 Refine handbuilding techniques	16/10/2022
CUACER505 Develop and apply ceramic glazes	16/10/2022
CUACHR301 Develop basic dance composition skills	16/10/2022
CUACHR401 Create and perform dance pieces	16/10/2022
CUACHR402 Create short dance pieces	16/10/2022
CUACHR403 Develop choreography skills	16/10/2022
CUACHR501 Create and perform complex dance pieces	16/10/2022
CUACHR601 Create choreography for stage and screen	16/10/2022
CUACHR602 Develop skills in dance notation	16/10/2022
CUACNM201 Monitor collections for changes in condition	16/10/2022
CUACNM301 Move and store collection material	16/10/2022
CUACNM401 Assess the significance of collection objects	16/10/2022
CUACNM402 Prepare display mounts for collection material	16/10/2022
CUACNM403 Work with cultural material	16/10/2022
CUACNM501 Assess the significance of collections	16/10/2022
CUACNM601 Manage collection maintenance and preservation procedures	16/10/2022
CUACOS301 Apply art finishing	16/10/2022
CUACOS302 Dress performers	16/10/2022
CUACOS305 Maintain costume continuity	16/10/2022
CUACOS401 Make costumes for dance and physical theatre	16/10/2022
CUACOS402 Make costume accessories	16/10/2022
CUACOS403 Develop expertise in costume component construction	16/10/2022
CUACOS504 Make specialised costumes	16/10/2022
CUACOS505 Coordinate costume manufacture	16/10/2022
CUACOS506 Manage an off-site costume department	16/10/2022
CUACOS509 Design costumes	16/10/2022
CUADAN101 Develop foundation dance techniques	16/10/2022
CUADAN102 Develop foundation ballet dance technique	16/10/2022
CUADAN103 Develop foundation jazz dance technique	16/10/2022
CUADAN104 Develop foundation tap dance technique	16/10/2022
CUADAN105 Develop foundation street dance technique	16/10/2022
CUADAN106 Develop foundation cultural dance technique	16/10/2022
CUADAN201 Develop basic dance techniques	16/10/2022
CUADAN202 Incorporate artistic expression into basic dance performances	16/10/2022
CUADAN203 Perform basic jazz dance technique	16/10/2022
CUADAN204 Perform basic Aboriginal and Torres Strait Islander dance technique	16/10/2022
CUADAN205 Perform basic contemporary dance technique	16/10/2022
CUADAN206 Perform basic ballet technique	16/10/2022
CUADAN207 Perform basic tap technique	16/10/2022

CUADAN208 Perform basic street dance technique	16/10/2022
CUADAN209 Perform basic cultural dance technique	16/10/2022
CUADAN301 Integrate rhythm in dance or movement technique	16/10/2022
CUADAN302 Increase depth of Aboriginal and Torres Strait Islander dance technique	16/10/2022
CUADAN303 Develop dance partnering techniques	16/10/2022
CUADAN304 Develop dance improvisation skills	16/10/2022
CUADAN305 Increase depth of jazz dance technique	16/10/2022
CUADAN306 Increase depth of ballet dance technique	16/10/2022
CUADAN307 Increase depth of cultural dance technique	16/10/2022
CUADAN308 Increase depth of contemporary dance technique	16/10/2022
CUADAN309 Increase depth of street dance technique	16/10/2022
CUADAN310 Increase depth of social dance technique	16/10/2022
CUADAN311 Increase depth of tap dance technique	16/10/2022
CUADAN402 Improvise advanced dance sequences	16/10/2022
CUADAN403 Develop expertise in jazz dance technique	16/10/2022
CUADAN404 Develop expertise in bodyweather and butoh dance technique	16/10/2022
CUADAN405 Develop expertise in street dance technique	16/10/2022
CUADAN406 Develop expertise in social dance technique	16/10/2022
CUADAN407 Develop expertise in dance performance technique	16/10/2022
CUADAN408 Develop expertise in ballet technique	16/10/2022
CUADAN409 Develop expertise in contemporary dance technique	16/10/2022
CUADAN410 Develop expertise in tap dance technique	16/10/2022
CUADAN411 Develop expertise in cultural dance technique	16/10/2022
CUADAN412 Develop dance techniques for musical theatre	16/10/2022
CUADAN501 Refine ballet technique	16/10/2022
CUADAN502 Refine ballet performance skills	16/10/2022
CUADAN503 Perform repertoire for corps de ballet	16/10/2022
CUADAN504 Perform ballet solo variations	16/10/2022
CUADAN505 Refine contemporary dance technique	16/10/2022
CUADAN506 Refine cultural dance technique	16/10/2022
CUADAN507 Refine dance partnering techniques	16/10/2022
CUADAN508 Develop expertise in allied contemporary dance techniques	16/10/2022
CUADAN509 Refine pointe work techniques	16/10/2022
CUADAN601 Perform dance repertoire at a professional level	16/10/2022
CUADAN602 Perform advanced classical ballet technique	16/10/2022
CUADAN603 Extend ballet technique to a professional level	16/10/2022
CUADAN604 Extend ballet performance skills to a professional level	16/10/2022
CUADAN605 Perform pas de deux at a professional level	16/10/2022

CUADAN606 Extend pointe work techniques to a professional level	16/10/2022
CUADAN607 Extend contemporary dance technique to a professional level	16/10/2022
CUADAN608 Extend contemporary dance performance skills to a professional level	16/10/2022
CUADAN609 Extend cultural dance performance skills to a professional level	16/10/2022
CUADAN610 Extend allied contemporary dance techniques at a professional level	16/10/2022
CUADAN611 Perform virtuoso contemporary dance technique	16/10/2022
CUADES401 Research and apply techniques for the design of wearable objects	16/10/2022
CUADES402 Research and apply techniques in product design	16/10/2022
CUADES403 Research and apply techniques in spatial design	16/10/2022
CUADES501 Design events	16/10/2022
CUADES502 Realise production designs	16/10/2022
CUADIG201 Maintain interactive content	16/10/2022
CUADIG202 Develop digital imaging skills	16/10/2022
CUADIG203 Develop video art skills	16/10/2022
CUADIG301 Prepare video assets	16/10/2022
CUADIG302 Author interactive sequences	16/10/2022
CUADIG305 Produce digital images	16/10/2022
CUADIG306 Produce video art	16/10/2022
CUADIG402 Design user interfaces	16/10/2022
CUADIG403 Create user interfaces	16/10/2022
CUADIG404 Apply scripting language in authoring	16/10/2022
CUADIG405 Produce innovative digital images	16/10/2022
CUADIG406 Produce innovative video art	16/10/2022
CUADIG501 Coordinate the testing of interactive media products	16/10/2022
CUADIG502 Design digital applications	16/10/2022
CUADIG503 Design e-learning resources	16/10/2022
CUADIG504 Design games	16/10/2022
CUADIG505 Design information architecture	16/10/2022
CUADIG506 Design interaction	16/10/2022
CUADIG507 Design digital simulations	16/10/2022
CUADIG508 Refine digital art techniques	16/10/2022
CUADIG509 Investigate technologies for the creation of digital art	16/10/2022
CUADLT301 Develop basic dance analysis skills	16/10/2022
CUADLT401 Document dance	16/10/2022
CUADLT402 Explore the relationship between music and dance	16/10/2022
CUADRA301 Produce drawings	16/10/2022
CUADRT401 Direct television programs and segments	16/10/2022
CUADRT501 Direct rehearsals of performers	16/10/2022
CUADRT502 Direct performers for screen productions	16/10/2022

CUADRT601 Establish the creative vision for screen productions	16/10/2022
CUADRT602 Audition and select performers	16/10/2022
CUADRT603 Direct screen production crews	16/10/2022
CUADRT604 Devise camera coverage	16/10/2022
CUADRT605 Collaborate with editors during post-production	16/10/2022
CUADTM301 Assist with dance teaching	16/10/2022
CUADTM401 Plan and organise dance classes	16/10/2022
CUADTM403 Apply safe dance teaching methods	16/10/2022
CUADTM408 Teach Cecchetti Ballet method at introductory level	16/10/2022
CUADTM409 Teach Cecchetti Ballet method at junior level	16/10/2022
CUADTM410 Teach Cecchetti Ballet method at intermediate level	16/10/2022
CUADTM411 Teach basic dance technique	16/10/2022
CUADTM501 Maintain professional practice as a dance school or studio manager	16/10/2022
CUADTM502 Teach medium level classical ballet dance technique	16/10/2022
CUADTM503 Teach medium level jazz dance technique	16/10/2022
CUADTM504 Teach medium level contemporary dance technique	16/10/2022
CUADTM505 Teach medium level tap dance technique	16/10/2022
CUADTM506 Teach medium level cultural dance technique	16/10/2022
CUADTM507 Teach classical ballet pointe technique	16/10/2022
CUADTM508 Refine dance teaching methodologies	16/10/2022
CUADTM509 Refine professional practice as a dance teacher	16/10/2022
CUADTM510 Develop teaching programs for the Advanced 1 level of the Cecchetti Ballet method	16/10/2022
CUADTM511 Teach medium level dance technique	16/10/2022
CUADTM601 Teach high level classical ballet dance technique	16/10/2022
CUADTM602 Teach high level jazz dance technique	16/10/2022
CUADTM603 Teach high level contemporary dance technique	16/10/2022
CUADTM604 Teach high level tap dance technique	16/10/2022
CUADTM605 Teach high level cultural dance technique	16/10/2022
CUADTM606 Teach high level dance technique	16/10/2022
CUA EVP202 Provide visitors with venue information and assistance	16/10/2022
CUA EVP402 Design and develop interpretive displays	16/10/2022
CUA EVP403 Install and dismantle exhibition elements	16/10/2022
CUA EVP501 Coordinate the installation and dismantling of exhibitions	16/10/2022
CUA EVP502 Develop and implement exhibition interpretive strategies	16/10/2022
CUAFIM401 Obtain revenue to support operations	16/10/2022
CUAFIM501 Source funding for projects	16/10/2022
CUAFOH201 Undertake routine front of house duties	16/10/2022
CUAFOH202 Usher patrons	16/10/2022

CUAFOH301 Provide seating and ticketing services	16/10/2022
CUAFOH302 Monitor entry to venues	16/10/2022
CUAGLA503 Refine kiln cast glass techniques	16/10/2022
CUAGRD301 Prepare files for publication	16/10/2022
CUAGRD302 Use typography techniques	16/10/2022
CUAGRD401 Research and apply graphic design techniques	16/10/2022
CUAGRD504 Create and manipulate graphics	16/10/2022
CUAGRD505 Design and manipulate complex layouts	16/10/2022
CUAGRD506 Develop graphic design practice to meet industry needs	16/10/2022
CUAGRD601 Engage in the business of graphic design	16/10/2022
CUAGRD602 Originate graphic designs for complex briefs	16/10/2022
CUAGRD604 Develop and execute advertising concepts	16/10/2022
CUAGRD605 Develop graphic designs for the built environment	16/10/2022
CUAGRD606 Develop graphic designs for packaging	16/10/2022
CUAGRD607 Develop graphic designs for branding and identity	16/10/2022
CUAHAZ401 Perform hazardous action sequences using vehicles	16/10/2022
CUAHAZ402 Perform hazardous action sequences involving fights and falls	16/10/2022
CUAHAZ403 Perform hazardous action sequences involving natural elements	16/10/2022
CUAHAZ404 Perform hazardous action sequences involving animals	16/10/2022
CUAHAZ501 Coordinate hazardous action sequences	16/10/2022
CUAILL501 Develop professional illustrations	16/10/2022
CUAILL502 Refine illustration techniques	16/10/2022
CUAIND201 Develop and apply creative arts industry knowledge	16/10/2022
CUAIND202 Develop and apply knowledge of information and cultural services organisations	16/10/2022
CUAIND304 Plan a career in the creative arts industry	16/10/2022
CUAIND401 Extend expertise in specialist creative fields	16/10/2022
CUAIND402 Provide freelance services	16/10/2022
CUAIND403 Communicate effectively with arts professionals	16/10/2022
CUAIND501 Apply music industry knowledge	16/10/2022
CUAIND502 Maintain and apply creative arts industry knowledge	16/10/2022
CUAIND601 Work professionally in the creative arts industry	16/10/2022
CUAINN501 Adopt an innovative approach to creating production elements	16/10/2022
CUAJWL201 Develop jewellery-making skills	16/10/2022
CUAJWL301 Produce jewellery	16/10/2022
CUALGT201 Develop basic lighting skills and knowledge	16/10/2022
CUALGT301 Operate basic lighting	16/10/2022
CUALGT302 Repair and maintain lighting equipment	16/10/2022
CUALGT303 Install and test lighting equipment	16/10/2022

CUALGT304 Install and operate follow spots	16/10/2022
CUALGT305 Operate floor electrics	16/10/2022
CUALGT401 Operate complex lighting	16/10/2022
CUALGT402 Implement lighting designs	16/10/2022
CUALGT403 Set up and operate lighting cues and effects	16/10/2022
CUALGT501 Realise lighting designs	16/10/2022
CUALGT502 Manage installation of lighting systems	16/10/2022
CUALGT503 Manage lighting operations for outdoor events	16/10/2022
CUALGT504 Develop lighting designs	16/10/2022
CUAMCP201 Incorporate technology into music making	16/10/2022
CUAMCP301 Compose simple songs or musical pieces	16/10/2022
CUAMCP302 Write song lyrics	16/10/2022
CUAMCP303 Develop simple musical pieces using electronic media	16/10/2022
CUAMCP401 Develop techniques for arranging music	16/10/2022
CUAMCP402 Develop techniques for composing music	16/10/2022
CUAMCP501 Compose music using electronic media	16/10/2022
CUAMCP502 Compose music for screen	16/10/2022
CUAMCP503 Prepare compositions for publishing	16/10/2022
CUAMCP601 Extend techniques for arranging music	16/10/2022
CUAMCP602 Extend techniques for composing music	16/10/2022
CUAMGT401 Manage distribution of music and associated products	16/10/2022
CUAMGT402 Administer music publishing income	16/10/2022
CUAMGT403 Manage licensing and assignment of works	16/10/2022
CUAMGT501 Manage artists and their careers	16/10/2022
CUAMGT502 Develop artists and repertoire	16/10/2022
CUAMKG301 Assist with marketing and promotion	16/10/2022
CUAMKG501 Manage the promotion of creative acts	16/10/2022
CUAMLT201 Develop and apply musical ideas and listening skills	16/10/2022
CUAMLT301 Develop and apply aural perception skills	16/10/2022
CUAMLT303 Notate music	16/10/2022
CUAMLT401 Notate music for performance	16/10/2022
CUAMLT403 Develop skills in analysis of functional harmony	16/10/2022
CUAMLT501 Refine aural perception skills	16/10/2022
CUAMLT502 Apply concepts of music and society to professional practice	16/10/2022
CUAMLT601 Analyse music	16/10/2022
CUAMLT602 Analyse harmony	16/10/2022
CUAMPF101 Develop skills to play or sing music	16/10/2022
CUAMPF102 Develop ensemble skills to perform simple musical parts	16/10/2022
CUAMPF201 Play or sing simple musical pieces	16/10/2022

CUAMPF202 Incorporate music technology into performance	16/10/2022
CUAMPF203 Develop ensemble skills for playing or singing music	16/10/2022
CUAMPF204 Play or sing music from simple written notation	16/10/2022
CUAMPF301 Develop technical skills in performance	16/10/2022
CUAMPF302 Prepare for performances	16/10/2022
CUAMPF303 Contribute to backup accompaniment	16/10/2022
CUAMPF304 Make a music demo	16/10/2022
CUAMPF305 Develop improvisation skills	16/10/2022
CUAMPF401 Rehearse music for group performances	16/10/2022
CUAMPF402 Develop and maintain stagecraft skills	16/10/2022
CUAMPF403 Develop repertoire as part of a backup group	16/10/2022
CUAMPF404 Perform music as part of a group	16/10/2022
CUAMPF405 Develop instrumental techniques	16/10/2022
CUAMPF406 Perform music as a soloist	16/10/2022
CUAMPF407 Develop vocal techniques	16/10/2022
CUAMPF408 Develop performance techniques on a second instrument	16/10/2022
CUAMPF409 Perform music using digital media	16/10/2022
CUAMPF410 Perform music from written notation	16/10/2022
CUAMPF501 Prepare a program for performance	16/10/2022
CUAMPF502 Incorporate interactive technology into performance	16/10/2022
CUAMPF503 Perform accompaniment	16/10/2022
CUAMPF504 Perform improvisation for audiences	16/10/2022
CUAMPF505 Develop technical skills and expand repertoire	16/10/2022
CUAMPF506 Present live audition programs	16/10/2022
CUAMPF507 Provide musical leadership in performance	16/10/2022
CUAMPF601 Present a music performance	16/10/2022
CUAMPF602 Manage stagecraft aspects of performances	16/10/2022
CUAMPF603 Refine performance techniques and expand repertoire	16/10/2022
CUAMPF604 Extend improvisation techniques	16/10/2022
CUAMPF605 Develop advanced vocal techniques	16/10/2022
CUAMPF606 Conduct musical performances	16/10/2022
CUAMPF607 Lead music rehearsals	16/10/2022
CUAMUP301 Prepare personal appearance for performances	16/10/2022
CUAMUP401 Design, apply and remove make-up	16/10/2022
CUAMUP402 Maintain make-up and hair continuity	16/10/2022
CUAMUP403 Style hair for performances or productions	16/10/2022
CUAMUP404 Style wigs and hairpieces for performances or productions	16/10/2022
CUAMUP501 Apply theatrical make-up and hairstyles	16/10/2022
CUAMUP502 Design and apply specialised make-up	16/10/2022

CUAMUP503 Design and apply special make-up effects	16/10/2022
CUAMUP504 Create prosthetics for special make-up effects	16/10/2022
CUAPAI201 Develop painting skills	16/10/2022
CUAPAI301 Produce paintings	16/10/2022
CUAPAI401 Experiment with techniques to produce paintings	16/10/2022
CUAPAI501 Refine painting techniques	16/10/2022
CUAPAI502 Investigate painting materials and processes	16/10/2022
CUAPHI301 Develop and apply photo imaging industry knowledge	16/10/2022
CUAPHI302 Capture photographic images	16/10/2022
CUAPHI303 Process photo images to work-print and file stage	16/10/2022
CUAPHI304 Process colour materials in a wet darkroom context	16/10/2022
CUAPHI401 Capture images in response to a brief	16/10/2022
CUAPHI402 Apply photo imaging lighting techniques	16/10/2022
CUAPHI501 Apply visual communication theory to photo imaging practice	16/10/2022
CUAPHI502 Research and apply photo imaging trends	16/10/2022
CUAPHI503 Explore the descriptive and emotive nature of photo lighting	16/10/2022
CUAPHI504 Employ specialised imaging technologies	16/10/2022
CUAPHI505 Produce commercial photo images	16/10/2022
CUAPHI506 Provide photographic portrait services	16/10/2022
CUAPHI507 Produce media photo images	16/10/2022
CUAPHI508 Provide wedding photo imaging services	16/10/2022
CUAPHI509 Plan and produce visual art photo images	16/10/2022
CUAPHI510 Produce technical photo images	16/10/2022
CUAPHI511 Make illustrative photo images for publication and display	16/10/2022
CUAPHI512 Plan and produce stock photo images	16/10/2022
CUAPHI513 Employ colour management in a digital imaging workplace	16/10/2022
CUAPHI514 Prepare digital images for pre-press processing	16/10/2022
CUAPOS201 Perform basic vision and sound editing	16/10/2022
CUAPOS401 Edit screen content for fast turnaround	16/10/2022
CUAPOS402 Manage media assets	16/10/2022
CUAPOS501 Edit complex screen productions	16/10/2022
CUAPOS502 Perform primary and secondary colour correction	16/10/2022
CUAPPM301 Assist with designing performance spaces	16/10/2022
CUAPPM302 Plan and prepare program content	16/10/2022
CUAPPM401 Contribute to the organisation of productions	16/10/2022
CUAPPM402 Coordinate production operations	16/10/2022
CUAPPM403 Coordinate touring arrangements	16/10/2022
CUAPPM404 Produce programs and program segments	16/10/2022
CUAPPM405 Schedule radio playlists	16/10/2022

CUAPPM406 Coordinate film and media production services and resources	16/10/2022
CUAPPM407 Create storyboards	16/10/2022
CUAPPM408 Floor manage studio shoots	16/10/2022
CUAPPM409 Organise production locations	16/10/2022
CUAPPM410 Coordinate continuity	16/10/2022
CUAPPM411 Compile production schedules	16/10/2022
CUAPPM412 Organise and facilitate rehearsals	16/10/2022
CUAPPM501 Manage small-scale live productions	16/10/2022
CUAPPM502 Realise productions	16/10/2022
CUAPPM503 Incorporate creative and technical needs into management processes	16/10/2022
CUAPPM504 Manage bump in and bump out of shows	16/10/2022
CUAPPM505 Develop, implement and monitor program schedules	16/10/2022
CUAPPM506 Write pre-production safety reports	16/10/2022
CUAPPM507 Manage safety aspects of screen productions	16/10/2022
CUAPPM508 Manage locations for film and media productions	16/10/2022
CUAPPM601 Manage pre-production for shows and events	16/10/2022
CUAPPM602 Manage construction workshop operations	16/10/2022
CUAPPM603 Plan and manage film and media pre-production	16/10/2022
CUAPPM604 Plan and manage film and media post-production	16/10/2022
CUAPPR201 Make simple creative work	16/10/2022
CUAPPR301 Produce creative work	16/10/2022
CUAPPR302 Document the creative work progress	16/10/2022
CUAPPR304 Participate in collaborative creative projects	16/10/2022
CUAPPR401 Realise a creative project	16/10/2022
CUAPPR404 Develop self as artist	16/10/2022
CUAPPR405 Develop and discuss ideas for own creative work	16/10/2022
CUAPPR407 Select and prepare creative work for exhibition	16/10/2022
CUAPPR501 Realise a body of creative work	16/10/2022
CUAPPR502 Develop own sustainable professional practice	16/10/2022
CUAPPR503 Present a body of own creative work	16/10/2022
CUAPPR504 Establish and maintain environmentally sustainable creative practice	16/10/2022
CUAPPR505 Establish and maintain safe creative practice	16/10/2022
CUAPPR601 Originate a body of independent creative work	16/10/2022
CUAPPR602 Collaborate in professional creative projects	16/10/2022
CUAPPR603 Engage in the business of creative practice	16/10/2022
CUAPPR604 Publicly present a body of own creative work	16/10/2022
CUAPPR605 Evolve ideas for professional creative work	16/10/2022
CUAPPR606 Extend expertise in a specialised art form to professional level	16/10/2022
CUAPRF201 Prepare for performances	16/10/2022

CUAPRF301 Create and tell stories	16/10/2022
CUAPRF304 Develop audition techniques	16/10/2022
CUAPRF305 Perform in ways that respect customary law, ethics and traditions	16/10/2022
CUAPRF306 Develop musical theatre techniques	16/10/2022
CUAPRF307 Develop performance techniques	16/10/2022
CUAPRF402 Develop conceptual and expressive skills as a performer	16/10/2022
CUAPRF403 Use a range of performance techniques	16/10/2022
CUAPRF404 Refine movement skills for performance	16/10/2022
CUAPRF405 Rehearse technique for performance	16/10/2022
CUAPRF406 Use technique in performance	16/10/2022
CUAPRF407 Develop expertise in musical theatre techniques	16/10/2022
CUAPRF408 Perform solo in a musical theatre context	16/10/2022
CUAPRF409 Perform in a musical theatre ensemble	16/10/2022
CUAPRF410 Develop on-camera performance skills	16/10/2022
CUAPRF501 Refine performance techniques	16/10/2022
CUAPRF503 Prepare for performances in a competitive environment	16/10/2022
CUAPRF504 Refine musical theatre techniques	16/10/2022
CUAPRF601 Extend musical theatre performance techniques to a professional level	16/10/2022
CUAPRI201 Develop printmaking skills	16/10/2022
CUAPRI301 Produce prints	16/10/2022
CUAPRI401 Experiment with techniques to produce prints	16/10/2022
CUAPRI501 Refine printmaking techniques	16/10/2022
CUAPRI502 Investigate printmaking materials and processes	16/10/2022
CUAPRP202 Repair, maintain and alter props	16/10/2022
CUAPRP301 Assemble and maintain props	16/10/2022
CUAPRP401 Coordinate props	16/10/2022
CUAPRP402 Use casting and moulding techniques to make props	16/10/2022
CUAPRP403 Make props using mixed media	16/10/2022
CUAPRP404 Make prop furniture	16/10/2022
CUAPRP405 Construct mechanical props	16/10/2022
CUAPRP501 Design props	16/10/2022
CUAPRP502 Develop prop construction plans	16/10/2022
CUAPUA501 Create works of art for public spaces	16/10/2022
CUAPUA601 Realise a public art project	16/10/2022
CUAPUR501 Establish and manage recording contracts	16/10/2022
CUAPYR401 Manage health and safety requirements at fireworks displays	16/10/2022
CUAPYR402 Operate outdoor fireworks displays	16/10/2022
CUAPYR403 Plan outdoor fireworks displays	16/10/2022
CUAPYR404 Operate close proximity fireworks displays	16/10/2022

CUAPYR405 Plan close proximity fireworks displays	16/10/2022
CUARES402 Conduct research	16/10/2022
CUARES602 Extend cultural research expertise	16/10/2022
CUASCE202 Prepare and prime scenic art cloths	16/10/2022
CUASCE401 Create special effects for scenic art	16/10/2022
CUASCU201 Develop sculptural skills	16/10/2022
CUASCU301 Produce sculpture	16/10/2022
CUASCU401 Experiment with techniques to produce sculpture	16/10/2022
CUASCU501 Refine sculptural techniques	16/10/2022
CUASCU502 Investigate sculptural materials and processes	16/10/2022
CUASET201 Develop basic skills in set construction	16/10/2022
CUASET301 Construct soft scenery	16/10/2022
CUASET302 Assemble and maintain sets	16/10/2022
CUASET402 Construct mechanical sets	16/10/2022
CUASFX401 Create special effects items	16/10/2022
CUASFX402 Coordinate the logistics of special effects operations	16/10/2022
CUASMT301 Work effectively backstage during performances	16/10/2022
CUASMT401 Assist in stage managing performances	16/10/2022
CUASMT402 Assist in stage managing creative rehearsals	16/10/2022
CUASMT403 Develop and implement production work plans	16/10/2022
CUASMT501 Stage manage productions and events	16/10/2022
CUASMT502 Call performances	16/10/2022
CUASMT503 Develop and maintain production documents	16/10/2022
CUASMT504 Manage audition support services	16/10/2022
CUASMT505 Manage plotting sessions	16/10/2022
CUASMT506 Plot and manage cues from musical scores	16/10/2022
CUASMT601 Stage manage creative rehearsals	16/10/2022
CUASMT602 Stage manage performances	16/10/2022
CUASMT603 Stage manage technical and dress rehearsals	16/10/2022
CUASOU201 Develop basic audio skills and knowledge	16/10/2022
CUASOU202 Perform basic sound editing	16/10/2022
CUASOU203 Assist with sound recordings	16/10/2022
CUASOU204 Mix sound in a broadcasting environment	16/10/2022
CUASOU301 Undertake live audio operations	16/10/2022
CUASOU305 Compile audio material for broadcast	16/10/2022
CUASOU307 Record and mix a basic music demo	16/10/2022
CUASOU309 Restore audio tracks	16/10/2022
CUASOU310 Analyse soundtracks	16/10/2022
CUASOU311 Mix music in a studio environment	16/10/2022

CUASOU401 Mix live audio	16/10/2022
CUASOU402 Manage audio input sources	16/10/2022
CUASOU403 Manage audio system control networks	16/10/2022
CUASOU404 Manage wireless audio operations	16/10/2022
CUASOU405 Record sound	16/10/2022
CUASOU407 Edit sound	16/10/2022
CUASOU408 Edit dialogue	16/10/2022
CUASOU409 Mix recorded music	16/10/2022
CUASOU501 Manage audio operations for outdoor events	16/10/2022
CUASOU502 Manage the operation of stage monitor systems	16/10/2022
CUASOU503 Develop sound designs	16/10/2022
CUASOU507 Compile music for soundtracks	16/10/2022
CUASOU601 Manage production of sound designs	16/10/2022
CUASOU602 Manage production of sound recordings	16/10/2022
CUASTA201 Develop basic staging skills	16/10/2022
CUASTA202 Assist with bump in and bump out of shows	16/10/2022
CUASTA301 Assist with production operations for live performances	16/10/2022
CUASTA302 Install staging elements	16/10/2022
CUASTA303 Operate staging elements	16/10/2022
CUASTA304 Maintain physical production elements	16/10/2022
CUASTA401 Operate show control systems	16/10/2022
CUASTA402 Install and uninstall specialist staging equipment	16/10/2022
CUASTA403 Operate flying systems	16/10/2022
CUASTA501 Manage specialist staging operations	16/10/2022
CUASTA502 Manage show control operations	16/10/2022
CUATEX301 Produce textile work	16/10/2022
CUAVOS301 Use music and singing in performance	16/10/2022
CUAVOS302 Develop vocal techniques for use in performance	16/10/2022
CUAVOS401 Develop singing techniques for musical theatre	16/10/2022
CUAVOS402 Develop specialist singing techniques for musical theatre repertoire	16/10/2022
CUAVOS403 Develop vocal techniques for musical theatre	16/10/2022
CUAVSS201 Develop basic vision system skills	16/10/2022
CUAVSS301 Install and test vision systems	16/10/2022
CUAVSS302 Operate vision systems	16/10/2022
CUAVSS303 Repair and maintain vision system equipment	16/10/2022
CUAVSS501 Design vision systems	16/10/2022
CUAWHS101 Follow safe dance practices	16/10/2022
CUAWHS201 Develop a basic level of physical condition for dance performance	16/10/2022
CUAWHS301 Condition the body for dance performance	16/10/2022

CUAWHS302 Apply work health and safety practices	16/10/2022
CUAWHS401 Apply movement and behavioural principles to physical conditioning	16/10/2022
CUAWHS402 Participate in gym and weight training for performances	16/10/2022
CUAWHS403 Incorporate anatomy and nutrition principles into skill development	16/10/2022
CUAWHS404 Apply the Alexander technique in performance	16/10/2022
CUAWHS501 Maintain a high level of fitness for performance	16/10/2022
CUAWHS601 Apply advanced gym and weight training to ballet	16/10/2022
CUAWHS602 Develop techniques for maintaining resilience in a competitive environment	16/10/2022
CUAWRT403 Write narration and material for current affairs, features and documentaries	16/10/2022
CUAWRT502 Develop storylines and treatment	16/10/2022
EENEEJ112A Diagnose and rectify faults in complex air conditioning/refrigeration systems	5/10/2022
EENEEM048A Develop and manage maintenance programs for hazardous areas electrical equipment – gas atmospheres	5/10/2022
FNS30115 Certificate III in Financial Services	31/03/2022
FWP30716 Certificate III in Sawdoctoring	30/01/2022
HLT21015 Certificate II in Medical Service First Response	24/12/2022
HLT31015 Certificate III in Ambulance Communication (Call Taking)	24/12/2022
HLT31115 Certificate III in Non-Emergency Patient Transport	24/12/2022
HLT41015 Certificate IV in Ambulance Communications (Dispatch)	24/12/2022
HLT41115 Certificate IV in Health Care	24/12/2022
HLT51015 Diploma of Paramedical Science	24/12/2022
HLT54115 Diploma of Nursing	31/12/2023
HLTAID001 Provide cardiopulmonary resuscitation	14/04/2022
HLTAID002 Provide basic emergency life support	14/04/2022
HLTAID003 Provide first aid	14/04/2022
HLTAID004 Provide an emergency first aid response in an education and care setting	14/04/2022
HLTAID005 Provide first aid in remote situations	14/04/2022
HLTAID006 Provide advanced first aid	14/04/2022
HLTAID007 Provide advanced resuscitation	14/04/2022
HLTAID008 Manage first aid services and resources	14/04/2022
ICP31215 Certificate III in Printing (for apprentice cohorts)	1/04/2024
ICP31315 Certificate III in Print Manufacturing (for apprentice cohorts)	1/04/2024
ICP31415 Certificate III in Print Communications (for apprentice cohorts)	1/04/2024
ICT20115 Certificate II in Information, Digital Media and Technology	30/06/2022
ICT30118 Certificate III in Information, Digital Media and Technology	30/06/2022
ICT40118 Certificate IV in Information Technology	30/06/2022
ICT40215 Certificate IV in Information Technology Support	30/06/2022

ICT40315 Certificate IV in Web-Based Technologies	30/06/2022
ICT40418 Certificate IV in Information Technology Networking	30/06/2022
ICT40518 Certificate IV in Programming	30/06/2022
ICT40815 Certificate IV in Digital Media Technologies	30/06/2022
ICT40915 Certificate IV in Digital and Interactive Games	30/06/2022
ICT50118 Diploma of Information Technology	30/06/2022
ICT50215 Diploma of Digital and Interactive Games	30/06/2022
ICT50318 Diploma of Information Technology Systems Administration	30/06/2022
ICT50418 Diploma of Information Technology Networking	30/06/2022
ICT50515 Diploma of Database Design and Development	30/06/2022
ICT50615 Diploma of Website Development	30/06/2022
ICT50718 Diploma of Software Development	30/06/2022
ICT60115 Advanced Diploma of Information Technology	30/06/2022
ICT60215 Advanced Diploma of Network Security	30/06/2022
ICT60315 Advanced Diploma of Information Technology Business Analysis	30/06/2022
ICT60415 Advanced Diploma of Information Technology Project Management	30/06/2022
ICT60615 Advanced Diploma of Telecommunications Network Engineering	18/01/2023
MAR10318 Certificate I in Maritime Operations (General Purpose Hand Near Coastal)	30/06/2022
MAR40518 Certificate IV in Maritime Operations (Marine Engine Driver Grade 1 Near Coastal)	30/06/2022
MAR40618 Certificate IV in Maritime Operations (Master Up To 35 Metres Near Coastal)	30/06/2022
MAR50115 Diploma of Maritime Operations (Engineer Watchkeeper)	30/06/2022
MAR50315 Diploma of Maritime Operations (Watchkeeper Deck)	30/06/2022
MAR50415 Diploma of Maritime Operations (Master Up To 500 GT)	30/06/2022
MAR50613 Diploma of Maritime Operations (Marine Engineering Class 3 Near Coastal)	30/06/2022
MAR60115 Advanced Diploma of Maritime Operations (Marine Engineering Class 2)	30/04/2022
MAR60215 Advanced Diploma of Maritime Operations (Marine Engineering Class 1)	21/12/2023
MEM10105 Certificate I in Engineering	31/12/2022
MEM20205 Certificate II in Engineering – Production Technology	31/12/2022
MEM30105 Certificate III in Engineering – Production Systems	31/12/2022
MEM30205 Certificate III in Engineering – Mechanical Trade	31/12/2022
MEM30305 Certificate III in Engineering – Fabrication Trade	31/12/2022
MEM30605 Certificate III in Jewellery Manufacture	31/12/2022
MEM30705 Certificate III in Marine Craft Construction	31/12/2022
MEM30805 Certificate III in Locksmithing	31/12/2022
MEM30905 Certificate III in Boating Services	31/12/2022
MEM31010 Certificate III in Watch and Clock Service and Repair	31/12/2022

MEM31112 Certificate III in Engineering – Composites Trade	31/12/2022
MEM31215 Certificate III in Engineering – Industrial Electrician	31/12/2022
MEM40105 Certificate IV in Engineering	31/12/2022
MEM50105 Diploma of Engineering – Advanced Trade	31/12/2022
MSF30418 Certificate III in Glass and Glazing (Release 1)	6/05/2022
NWP20115 Certificate II in Water Industry Operations	30/06/2022
NWP30215 Certificate III in Water Industry Operations	30/06/2022
NWP30315 Certificate III in Water Industry Treatment	30/06/2022
NWP40515 Certificate IV in Water Industry Operations	31/12/2022
NWP40615 Certificate IV in Water Industry Treatment	31/12/2022
PUA20613 Certificate II in Public Safety (Firefighting and Emergency Operations)	17/07/2022
PUA20713 Certificate II in Public Safety (Firefighting Operations)	17/07/2022
PUA21312 Certificate II in Public Safety (SES)	17/07/2022
PUA30412 Certificate III in Public Safety (SES Rescue)	17/07/2022
PUA30512 Certificate III in Public Safety (SES Operations)	17/07/2022
PUA30613 Certificate III in Public Safety (Firefighting and Emergency Operations)	17/07/2022
PUA30713 Certificate III in Public Safety (Firefighting Operations)	17/07/2022
PUA33012 Certificate III in Public Safety (Emergency Communications Centre Operations)	17/07/2022
PUA40212 Certificate IV in Public Safety (SES Leadership)	17/07/2022
PUA40313 Certificate IV in Public Safety (Firefighting Supervision)	17/07/2022
PUA42712 Certificate IV in Public Safety (Emergency Communications Centre Operations)	17/07/2022
PUA50412 Diploma of Public Safety (SES Operations Management)	17/07/2022
PUA50513 Diploma of Public Safety (Firefighting Management)	17/07/2022
PUA60513 Advanced Diploma of Public Safety (Firefighting Management)	17/07/2022
PUA60913 Advanced Diploma of Public Safety (Fire Investigation)	17/07/2022
PUASS00028 Basic Rescue	17/07/2022
PUASS00029 Basic Tree Operations	17/07/2022
PUASS00032 Beach Team Management	17/07/2022
PUASS00033 Community Engagement	17/07/2022
PUASS00034 Flood Response Operations	17/07/2022
PUASS00035 Floodboat Response Operations	17/07/2022
PUASS00036 Incident Response Team Leader	17/07/2022
PUASS00037 Intermediate Tree Operations	17/07/2022
PUASS00038 Land Search Team	17/07/2022
PUASS00045 Road Accident Rescue	17/07/2022
PUASS00046 SES First Aid and Safety	17/07/2022

PUASS00047 SES Induction	17/07/2022
PUASS00048 Storm and Water Damage Response	17/07/2022
PUASS00049 Storm and Water Damage Response at Height	17/07/2022
TLILIC0002 Licence to operate a vehicle loading crane (capacity 10 metre tonnes and above)	28/02/2022
TLILIC0006 Licence to operate a bridge and gantry crane	29/04/2022
TLILIC0007 Licence to operate a derrick crane	28/02/2022
TLILIC0008 Licence to operate a nonslewing mobile crane (greater than 3 tonnes capacity)	28/02/2022
TLILIC0009 Licence to operate a portal boom crane	28/02/2022
TLILIC0010 Licence to operate a slewing mobile crane (up to 20 tonnes)	28/02/2022
TLILIC0012 Licence to operate a vehicle loading crane (capacity 10 metre tonnes and above) (Release 1)	28/02/2022
TLILIC0013 Licence to operate a slewing mobile crane (up to 60 tonnes)	28/02/2022
TLILIC0014 Licence to operate a slewing mobile crane (up to 100 Tonnes)	28/02/2022
TLILIC0015 Licence to operate a slewing mobile crane (over 100 Tonnes)	28/02/2022
UEE10111 Certificate I in ElectroComms Skills	5/10/2022
UEE20111 Certificate II in Split Air-conditioning and Heat Pump Systems	5/10/2022
UEE20511 Certificate II in Computer Assembly and Repair	5/10/2022
UEE20711 Certificate II in Data and Voice Communications	5/10/2022
UEE20911 Certificate II in Electronic Assembly	5/10/2022
UEE21011 Certificate II in Fire Alarms Servicing	5/10/2022
UEE21211 Certificate II in Antennae Equipment	5/10/2022
UEE21311 Certificate II in Remote Area Essential Service	5/10/2022
UEE21411 Certificate II in Remote Area Power Supply Maintenance	5/10/2022
UEE21611 Certificate II in Security Assembly and Setup	5/10/2022
UEE21711 Certificate II in Technical Support	5/10/2022
UEE21911 Certificate II in Electronics	5/10/2022
UEE22011 Certificate II in Electrotechnology (Career Start)	5/10/2022
UEE22111 Certificate II in Sustainable Energy (Career Start)	5/10/2022
UEE30111 Certificate III in Business Equipment	5/10/2022
UEE30211 Certificate III in Computer Systems Equipment	5/10/2022
UEE30311 Certificate III in Custom Electronics Installations	5/10/2022
UEE30411 Certificate III in Data and Voice Communications	5/10/2022
UEE30611 Certificate III in Electrical Machine Repair	5/10/2022
UEE30711 Certificate III in Switchgear and Controlgear	5/10/2022
UEE30811 Certificate III in Electrotechnology Electrician	5/10/2022
UEE30911 Certificate III in Electronics and Communications	5/10/2022
UEE31011 Certificate III in Fire Protection Control	5/10/2022

UEE31211 Certificate III in Instrumentation and Control	5/10/2022
UEE31411 Certificate III in Security Equipment	5/10/2022
UEE32011 Certificate III in Renewable Energy – ELV	5/10/2022
UEE32111 Certificate III in Appliance Service	5/10/2022
UEE32211 Certificate III in Air-conditioning and Refrigeration	5/10/2022
UEE33011 Certificate III in Electrical Fitting	5/10/2022
UEE40111 Certificate IV in Computer Systems	5/10/2022
UEE40211 Certificate IV in Electrical – Data and Voice Communications	5/10/2022
UEE40311 Certificate IV in Installation Inspection and Audits	5/10/2022
UEE40411 Certificate IV in Electrical – Instrumentation	5/10/2022
UEE40511 Certificate IV in Electrical – Air-conditioning Split Systems	5/10/2022
UEE40611 Certificate IV in Electrotechnology – Systems Electrician	5/10/2022
UEE40711 Certificate IV in Electronics and Communications	5/10/2022
UEE40811 Certificate IV in Electrical – Fire Protection Control Systems	5/10/2022
UEE40911 Certificate IV in Industrial Electronics and Control	5/10/2022
UEE41011 Certificate IV in Energy Management and Control	5/10/2022
UEE41111 Certificate IV in Electrical – Lift Systems	5/10/2022
UEE41211 Certificate IV in Electrical – Rail Signalling	5/10/2022
UEE41511 Certificate IV in Video and Audio Systems	5/10/2022
UEE41611 Certificate IV in Renewable Energy	5/10/2022
UEE41711 Certificate IV in Rail – Communications and Network Systems	5/10/2022
UEE41911 Certificate IV in Electrical – Renewable Energy	5/10/2022
UEE42011 Certificate IV in Electrical – Photovoltaic systems	5/10/2022
UEE42111 Certificate IV in Electrotechnology – Electrical Contracting	5/10/2022
UEE42211 Certificate IV in Instrumentation and Control	5/10/2022
UEE42611 Certificate IV in Hazardous areas – Electrical	5/10/2022
UEE42711 Certificate IV in Air-conditioning and Refrigeration Servicing	5/10/2022
UEE42811 Certificate IV in Air-conditioning Systems Energy Management and Control	5/10/2022
UEE42911 Certificate IV in Refrigeration and Air-conditioning Systems	5/10/2022
UEE43011 Certificate IV in Electrical Equipment and Systems	5/10/2022
UEE43111 Certificate IV in Energy Efficiency and Assessment	5/10/2022
UEE43211 Certificate IV in Industrial Automation and Control	5/10/2022
UEE50111 Diploma of Computer Systems Engineering	5/10/2022
UEE50211 Diploma of Electrical and Instrumentation	5/10/2022
UEE50311 Diploma of Electrical and Refrigeration and Air-conditioning	5/10/2022
UEE50411 Diploma of Electrical Engineering	5/10/2022
UEE50511 Diploma of Electronics and Communications Engineering	5/10/2022
UEE50711 Diploma of Renewable Energy Engineering	5/10/2022

UEE50911 Diploma of Industrial Electronics and Control Engineering	5/10/2022
UEE51011 Diploma of Instrumentation and Control Engineering	5/10/2022
UEE51111 Diploma of Engineering Technology – Refrigeration and Air-conditioning	5/10/2022
UEE51211 Diploma of Air-conditioning and Refrigeration Engineering	5/10/2022
UEE53011 Diploma of Electrical Systems Engineering	5/10/2022
UEE60211 Advanced Diploma of Electronics and Communications Engineering	5/10/2022
UEE60411 Advanced Diploma of Computer Systems Engineering	5/10/2022
UEE60611 Advanced Diploma of Industrial Electronics and Control Engineering	5/10/2022
UEE60911 Advanced Diploma of Renewable Energy Engineering	5/10/2022
UEE61211 Advanced Diploma of Engineering – Explosion protection	5/10/2022
UEE61711 Advanced Diploma of Engineering Technology – Electronics	5/10/2022
UEE61811 Advanced Diploma of Engineering Technology – Computer Systems	5/10/2022
UEE62011 Advanced Diploma of Engineering Technology – Renewable Energy	5/10/2022
UEE62111 Advanced Diploma of Engineering Technology – Electrical	31/12/2023
UEE62211 Advanced Diploma of Electrical – Engineering	5/10/2022
UEE62311 Advanced Diploma of Electrical Engineering – Coal Mining	5/10/2022
UEE62411 Advanced Diploma of Engineering Technology – Air-conditioning and Refrigeration	5/10/2022
UEE62511 Advanced Diploma of Air-conditioning and Refrigeration Engineering	5/10/2022
UEE63011 Advanced Diploma of Electrical Systems Engineering	5/10/2022
UEENEEA101A Assemble electronic components	5/10/2022
UEENEEA102A Select electronic components for assembly	5/10/2022
UEENEEA103A Set up and check electronic component assembly machines	5/10/2022
UEENEEA104A Modify electronic sub assemblies	5/10/2022
UEENEEA105A Conduct quality and functional tests on assembled electronic apparatus	5/10/2022
UEENEEA106A Use lead-free soldering techniques	5/10/2022
UEENEEA107A Make up wiring looms for internal wiring of appliances and machinery	5/10/2022
UEENEEA110A Assemble, mount and connect control gear and switchgear	5/10/2022
UEENEEA112A Fabricate and assemble bus bars	5/10/2022
UEENEEA113A Mount and wire control panel equipment	5/10/2022
UEENEEB101A Operate and maintain amateur radio communication stations	5/10/2022
UEENEEC001B Maintain documentation	5/10/2022
UEENEEC002B Source and purchase material/parts for installation or service jobs	5/10/2022
UEENEEC003B Provide quotations for installation or service jobs	5/10/2022
UEENEEC004B Prepare specifications for the supply of materials and equipment for electrotechnology projects	5/10/2022
UEENEEC005B Estimate electrotechnology projects	5/10/2022
UEENEEC006B Prepare tender submissions for electrotechnology projects	5/10/2022

UEENEEC007B Manage contract variations	5/10/2022
UEENEEC008B Receive and store materials and equipment for electrotechnology work	5/10/2022
UEENEEC009B Provide quotations for inspection and compliance audit services	5/10/2022
UEENEEC010B Deliver a service to customers	5/10/2022
UEENEEC012B Direct technical and non-technical enquiries to appropriate personnel	5/10/2022
UEENEEC013B Participate in business equipment work and competency development activities	5/10/2022
UEENEEC014B Participate in computer equipment work and competency development activities	5/10/2022
UEENEEC016B Participate in voice and data communications work and competency development activities	5/10/2022
UEENEEC017B Participate in appliance servicing work and competency development activities	5/10/2022
UEENEEC018B Participate in electrical machine repair work and competency development activities	5/10/2022
UEENEEC019B Participate in switchgear and controlgear work and competency development activities	5/10/2022
UEENEEC020B Participate in electrical work and competency development activities	5/10/2022
UEENEEC021B Participate in electronics and communications work and competency development activities	5/10/2022
UEENEEC022B Participate in fire protection control work and competency development activities	5/10/2022
UEENEEC023B Participate in gaming electronic work and competency development activities	5/10/2022
UEENEEC024B Participate in instrumentation and control work and competency development activities	5/10/2022
UEENEEC025B Participate in refrigeration and air conditioning work and competency development activities	5/10/2022
UEENEEC026B Participate in security equipment work and competency development activities	5/10/2022
UEENEEC027B Participate in rail communications and networks work and competency development activities	5/10/2022
UEENEED101A Use computer applications relevant to a workplace	5/10/2022
UEENEED102A Assemble, set-up and test computing devices	5/10/2022
UEENEED103A Evaluate and modify object oriented code programs	5/10/2022
UEENEED104A Use engineering applications software on personal computers	5/10/2022
UEENEED110A Set up, create and implement content for a web server	5/10/2022
UEENEED111A Develop, implement and test object oriented code	5/10/2022
UEENEED112A Support computer hardware and software for engineering applications	5/10/2022
UEENEED113A Install and administer Unix based networked computers	5/10/2022
UEENEED114A Design and manage enterprise computer networks	5/10/2022

UEENEED115A Administer computer networks	5/10/2022
UEENEED116A Develop computer network services	5/10/2022
UEENEED117A Install and configure network systems for internetworking	5/10/2022
UEENEED118A Design and implement network systems for internetworking	5/10/2022
UEENEED119A Design and implement advanced routing for internetworking systems	5/10/2022
UEENEED120A Design and implement remote access for Internetworking systems	5/10/2022
UEENEED121A Design and implement multilayer switching for Internetworking systems	5/10/2022
UEENEED122A Design and implement security for Internetworking systems	5/10/2022
UEENEED123A Design and implement wireless LANs/WANs for internetworking systems	5/10/2022
UEENEED124A Integrate multiple computer operating systems on a client server local area network	5/10/2022
UEENEED129A Develop web pages for engineering applications	5/10/2022
UEENEED130A Select, install, configure and test multimedia components	5/10/2022
UEENEED143A Install and configure a client computer operating system and software	5/10/2022
UEENEED144A Commission industrial computer systems	5/10/2022
UEENEED145A Modify-redesign of industrial computer systems	5/10/2022
UEENEED146A Set up and configure basic local area network (LAN)	5/10/2022
UEENEED147A Develop energy sector directory services	5/10/2022
UEENEED148A Plan industrial computer systems projects	5/10/2022
UEENEED149A Develop energy sector computer network applications infrastructure	5/10/2022
UEENEED150A Develop industrial control programs for microcomputer equipped devices	5/10/2022
UEENEED151A Provide programming solution for computer systems engineering problems	5/10/2022
UEENEED152A Design embedded controller control systems	5/10/2022
UEENEED153A Set up, configure and test biometric devices	5/10/2022
UEENEED154A Analyse and implement biometric measuring techniques and applications	5/10/2022
UEENEED155A Develop and validate biometric equipment/systems installation	5/10/2022
UEENEEE006B Apply methods to maintain currency of industry developments	5/10/2022
UEENEEE009B Comply with scheduled and preventative maintenance program processes	5/10/2022
UEENEEE011C Manage risk in electrotechnology activities	5/10/2022
UEENEEE012B Manage electrotechnology projects	5/10/2022
UEENEEE013B Plan electrotechnology projects	5/10/2022
UEENEEE015B Develop design briefs for electrotechnology projects	5/10/2022

UEENEEE020B Provide basic instruction in the use of electrotechnology apparatus	5/10/2022
UEENEEE038B Participate in development and follow a personal competency development plan	5/10/2022
UEENEEE070B Write specifications for computer systems engineering projects	5/10/2022
UEENEEE071B Write specifications for electrical engineering projects	5/10/2022
UEENEEE072B Write specifications for electronics and communications engineering projects	5/10/2022
UEENEEE073B Write specifications for refrigeration and air conditioning engineering projects	5/10/2022
UEENEEE074B Write specifications for renewable energy engineering projects	5/10/2022
UEENEEE075B Write specifications for industrial electronics and control projects	5/10/2022
UEENEEE077B Write specifications for automated systems projects	5/10/2022
UEENEEE078B Contribute to risk management in electrotechnology systems	5/10/2022
UEENEEE080A Apply industry and community standards to engineering activities	5/10/2022
UEENEEE081A Apply material science to solving electrotechnology engineering problems	5/10/2022
UEENEEE082A Apply physics to solving electrotechnology engineering problems	5/10/2022
UEENEEE083A Establish and follow a competency development plan in an electrotechnology engineering discipline	5/10/2022
UEENEEE084A Write specifications for electrotechnology engineering projects	5/10/2022
UEENEEE101A Apply Occupational Health and Safety regulations, codes and practices in the workplace	5/10/2022
UEENEEE102A Fabricate, assemble and dismantle utilities industry components	5/10/2022
UEENEEE103A Solve problems in ELV single path circuits	5/10/2022
UEENEEE104A Solve problems in d.c. circuits	5/10/2022
UEENEEE105A Fix and secure electrotechnology equipment	5/10/2022
UEENEEE107A Use drawings, diagrams, schedules, standards, codes and specifications	5/10/2022
UEENEEE108A Lay wiring/cabling and terminate accessories for extra-low voltage (ELV) circuits	5/10/2022
UEENEEE110A Develop and implement energy sector maintenance programs	5/10/2022
UEENEEE114A Supervise and coordinate energy sector work activities	5/10/2022
UEENEEE117A Implement and monitor energy sector OHS policies and procedures	5/10/2022
UEENEEE118A Establish, maintain and evaluate energy sector OHS systems	5/10/2022
UEENEEE119A Solve problems in multiple path extra low voltage (ELV) a.c. circuits	5/10/2022
UEENEEE121A Plan an integrated cabling installation system	5/10/2022
UEENEEE122A Carry out preparatory energy sector work activities	5/10/2022
UEENEEE123A Solve basic problems electronic and digital equipment and circuits	5/10/2022
UEENEEE124A Compile and produce an energy sector detailed report	5/10/2022

UEENEEE125A Provide engineering solutions for problems in complex multiple path circuits	5/10/2022
UEENEEE126A Provide solutions to basic engineering computational problems	5/10/2022
UEENEEE127A Use advanced computational processes to provide solutions to energy sector engineering problems	5/10/2022
UEENEEE128A Develop engineering solutions to photonic system problems	5/10/2022
UEENEEE129A Solve electrotechnical engineering problems	5/10/2022
UEENEEE130A Provide solutions and report on routine electrotechnology problems	5/10/2022
UEENEEE131A Solve problems in ELV circuits for non electrical workers	5/10/2022
UEENEEE137A Document and apply measures to control OHS risks associated with electrotechnology work	5/10/2022
UEENEEE141A Use of routine equipment/plant/technologies in an energy sector environment	5/10/2022
UEENEEE142A Produce products for carrying out energy sector work activities	5/10/2022
UEENEEE143A Produce routine tools/devices for carrying out energy sector work activities	5/10/2022
UEENEEE144A Apply technologies and concepts to energy sector work activities	5/10/2022
UEENEEE145A Apply computation when using equipment/materials/concepts in an energy sector environment	5/10/2022
UEENEEE146A Identify effects of energy on machinery and materials in an energy sector environment	5/10/2022
UEENEEE147A Identify building techniques, methods and materials used in energy sector work activities	5/10/2022
UEENEEE148A Carry out routine work activities in an energy sector environment	5/10/2022
UEENEEE149A Contribute to the operation of support plant and equipment used in electricity supply industry	5/10/2022
UEENEEE150A Undertake computations in an energy sector environment	5/10/2022
UEENEEE151A Transport apparatus, equipment and materials	5/10/2022
UEENEEE152A Observe safety practices are followed in the vicinity of isolated electrical cables	5/10/2022
UEENEEE160A Provide engineering solutions for uses of materials and thermodynamic effects	5/10/2022
UEENEEE161A Analyse static and dynamic parameters of electrical equipment	5/10/2022
UEENEEE162A Select drive components for electrical equipment design	5/10/2022
UEENEEE163A Analyse materials for suitability in electrical equipment	5/10/2022
UEENEEE164A Design electrical machine drives and production layout plans	5/10/2022
UEENEEE179A Identify and select components, accessories and materials for energy sector work activities	5/10/2022
UEENEEE185A Write work activity reports	5/10/2022
UEENEEE190A Prepare engineering drawings using manual drafting and CAD for electrotechnology/utilities applications	5/10/2022

UEENEEE191A Prepare electrotechnology/utilities drawings using manual drafting and CAD equipment and software	5/10/2022
UEENEEE192A Produce detailed electrotechnology /utilities drawings using computer aided design equipment and software	5/10/2022
UEENEFF101A Install and connect cabling for direct access to telecommunications service	5/10/2022
UEENEFF102A Install and maintain cabling for multiple access to telecommunication services	5/10/2022
UEENEFF103A Install and maintain telecommunication cabling for services in lifts	5/10/2022
UEENEFF104A Install and modify performance data communication copper cabling	5/10/2022
UEENEFF105A Install and modify optical fibre performance data communication cabling	5/10/2022
UEENEFF106A Solve problems in voice and data communications circuits	5/10/2022
UEENEFF107A Set up and configure the wireless capabilities of communications and data storage devices	5/10/2022
UEENEFF108A Select and arrange equipment for wireless communication networks	5/10/2022
UEENEFF109A Install and connect data and voice communication equipment	5/10/2022
UEENEFF110A Select and arrange data and voice equipment for local area networks	5/10/2022
UEENEFF111A Test, report and rectify faults in data and voice installations	5/10/2022
UEENEFF112A Install aerial telecommunication cables	5/10/2022
UEENEFF113A Install underground communication cables	5/10/2022
UEENEFF114A Set up and configure basic data communication systems	5/10/2022
UEENEFF115A Assemble and connect telecommunication frames and cabinets	5/10/2022
UEENEEG006A Solve problems in single and three phase low voltage machines	5/10/2022
UEENEEG033A Solve problems in single and three phase low voltage electrical apparatus and circuits	5/10/2022
UEENEEG063A Arrange circuits, control and protection for general electrical installations	5/10/2022
UEENEEG076A Install and replace low voltage current transformer metering	5/10/2022
UEENEEG101A Solve problems in electromagnetic devices and related circuits	5/10/2022
UEENEEG102A Solve problems in low voltage a.c. circuits	5/10/2022
UEENEEG103A Install low voltage wiring and accessories	5/10/2022
UEENEEG104A Install appliances, switchgear and associated accessories for low voltage electrical installations	5/10/2022
UEENEEG105A Verify compliance and functionality of low voltage general electrical installations	5/10/2022
UEENEEG106A Terminate cables, cords and accessories for low voltage circuits	5/10/2022
UEENEEG107A Select wiring systems and cables for low voltage general electrical installations	5/10/2022
UEENEEG108A Trouble-shoot and repair faults in low voltage electrical apparatus and circuits	5/10/2022
UEENEEG109A Develop and connect electrical control circuits	5/10/2022

UEENEEG110A Find and repair faults in LV d.c. electrical apparatus and circuits	5/10/2022
UEENEEG111A Carry out basic repairs to electrical components and equipment	5/10/2022
UEENEEG113A Install and maintain emergency safety systems	5/10/2022
UEENEEG116A Diagnose and rectify faults in traction lift systems	5/10/2022
UEENEEG118A Maintain operation of electrical mining equipment and systems	5/10/2022
UEENEEG119A Maintain operation of electrical marine equipment and systems	5/10/2022
UEENEEG120A Select and arrange equipment for special LV electrical installations	5/10/2022
UEENEEG121A Verify compliance and functionality of special LV electrical installations	5/10/2022
UEENEEG122A Conduct compliance inspection of single phase LV electrical installations	5/10/2022
UEENEEG123A Conduct compliance inspection of LV electrical installations with demand exceeding 100 A per phase	5/10/2022
UEENEEG124A Conduct compliance inspection of special LV electrical installations	5/10/2022
UEENEEG125A Plan electrical installations with a low voltage demand up to 400 A per phase	5/10/2022
UEENEEG126A Install and maintain field power and distribution systems with a low voltage demand up to 200 A per phase	5/10/2022
UEENEEG127A Design electrical installations with a low voltage demand greater than 400 A per phase	5/10/2022
UEENEEG128A Plan low voltage switchboard and control panel layouts	5/10/2022
UEENEEG129A Overhaul and repair major switchgear and controlgear	5/10/2022
UEENEEG130A Design switchboards rated for high fault levels (greater than 400 A)	5/10/2022
UEENEEG131A Evaluate performance of low voltage electrical apparatus	5/10/2022
UEENEEG132A Carry out low voltage electrical field testing and report findings	5/10/2022
UEENEEG143A Develop engineering solution for synchronous machine and control problems	5/10/2022
UEENEEG144A Develop engineering solutions for d.c. machine and control problems	5/10/2022
UEENEEG145A Develop engineering solutions for induction machine and control problems	5/10/2022
UEENEEG149A Provide engineering solutions to problems in complex polyphase power circuits	5/10/2022
UEENEEG150A Wind electrical coils	5/10/2022
UEENEEG151A Place and connect electrical coils	5/10/2022
UEENEEG152A Rewind single phase machines	5/10/2022
UEENEEG153A Rewind three phase low voltage induction machines	5/10/2022
UEENEEG154A Rewind LV direct current machines	5/10/2022
UEENEEG155A Rewind HV three phase induction machines rated for voltages to 3.3 kV	5/10/2022

UEENEEG156A Rewind HV three phase induction machines rated for voltages above 3.3 kV	5/10/2022
UEENEEG157A Conduct electrical tests on LV electrical machines	5/10/2022
UEENEEG158A Conduct electrical tests on HV electrical machines	5/10/2022
UEENEEG159A Conduct mechanical tests on electrical machines and components	5/10/2022
UEENEEG160A Evaluate performance of LV electrical machines	5/10/2022
UEENEEG161A Design and develop modifications to LV electrical machines	5/10/2022
UEENEEG162A Set up and place LV electrical apparatus and associated circuits into service	5/10/2022
UEENEEG164A Repair and maintain mechanical components of electrical machines	5/10/2022
UEENEEG165A Maintain and service traction lifts systems and equipment	5/10/2022
UEENEEG166A Install and maintain escalators, moving walks and treadways	5/10/2022
UEENEEG167A Align and install traction lift equipment	5/10/2022
UEENEEG168A Diagnose and rectify faults in complex lift systems	5/10/2022
UEENEEG169A Manage large electrical projects	5/10/2022
UEENEEG170A Plan large electrical projects	5/10/2022
UEENEEG171A Install, set up and commission interval metering	5/10/2022
UEENEEG172A Investigate and report on electrical incidents and causes	5/10/2022
UEENEEG175A Develop compliance policies and plans to conduct a electrical contracting business	5/10/2022
UEENEEG177A Select low voltage power factor correction equipment	5/10/2022
UEENEEG179A Develop detailed electrical drawings	5/10/2022
UEENEEG180A Develop detailed and complex drawings for electrical systems using CAD systems	5/10/2022
UEENEEG181A Provide advice on effective and energy efficient lighting products	5/10/2022
UEENEEG182A Supply effective and efficient lighting products for domestic and small commercial applications	5/10/2022
UEENEEG183A Provide advice on the application of energy efficient lighting for ambient and aesthetic effect	5/10/2022
UEENEEG184A Provide photometric data for illumination system design	5/10/2022
UEENEEG185A Select effective and efficient light sources and luminaries for given locations and designs	5/10/2022
UEENEEG186A Design effective and efficient lighting for residential and commercial buildings	5/10/2022
UEENEEG187A Design effective and efficient lighting for public, open and sports areas	5/10/2022
UEENEEG188A Prepare quotations for the supply of effective and efficient lighting products for lighting projects	5/10/2022
UEENEEG189A Install and maintain emergency lighting systems	5/10/2022
UEENEEG197A Apply currency of safe working practices and compliance verification of electrical installations	5/10/2022

UEENEEG198A Apply compliance requirements to all aspects of electrical work	5/10/2022
UEENEEG199A Conduct compliance and functional verification of electrical apparatus and existing circuits	5/10/2022
UEENEEH101A Repair basic computer equipment faults by replacement of modules/sub-assemblies	5/10/2022
UEENEEH102A Repairs basic electronic apparatus faults by replacement of components	5/10/2022
UEENEEH103A Repair routine business equipment faults	5/10/2022
UEENEEH104A Set up and test residential video/audio equipment	5/10/2022
UEENEEH105A Verify functionality and compliance of custom electronic installations	5/10/2022
UEENEEH106A Assemble and set up fixed video/audio components and systems in buildings and premises	5/10/2022
UEENEEH107A Repair predictable faults in general electronic apparatus	5/10/2022
UEENEEH108A Assemble and install reception antennae and signal distribution equipment	5/10/2022
UEENEEH109A Set up and test gaming and game equipment	5/10/2022
UEENEEH110A Install commercial video/audio system components	5/10/2022
UEENEEH111A Troubleshoot single phase input d.c. power supplies	5/10/2022
UEENEEH112A Troubleshoot digital sub-systems	5/10/2022
UEENEEH113A Troubleshoot amplifiers in an electronic apparatus	5/10/2022
UEENEEH114A Troubleshoot resonance circuits in an electronic apparatus	5/10/2022
UEENEEH115A Develop software solutions for microcontroller based systems	5/10/2022
UEENEEH116A Find and repair microwave amplifier section faults in electronic apparatus	5/10/2022
UEENEEH117A Carry out repairs of predictable faults in video and audio replay/recording apparatus	5/10/2022
UEENEEH118A Fault find and repair electronic apparatus	5/10/2022
UEENEEH119A Repair predictable faults in television receivers	5/10/2022
UEENEEH120A Fault find and repair gaming and games equipment	5/10/2022
UEENEEH121A Fault find and repair high volume office equipment	5/10/2022
UEENEEH122A Fault find and repair remote control apparatus	5/10/2022
UEENEEH123A Fault find and repair microwave heating apparatus	5/10/2022
UEENEEH124A Repair predictable faults in audio components	5/10/2022
UEENEEH127A Set up and adjust commercial radio frequency (RF) transmission and reception systems	5/10/2022
UEENEEH128A Install and test microwave antennae and waveguides	5/10/2022
UEENEEH129A Fault find and repair navigation systems	5/10/2022
UEENEEH130A Fault find and repair satellite-based surveillance and observation systems	5/10/2022
UEENEEH131A Fault find and repair radar apparatus and systems	5/10/2022

UEENEEH132A Fault find and repair global positioning systems	5/10/2022
UEENEEH133A Fault find and repair telecommunication apparatus and systems	5/10/2022
UEENEEH134A Fault find and repair electronic medical equipment	5/10/2022
UEENEEH135A Design custom electronic equipment installations	5/10/2022
UEENEEH136A Design commercial video/audio installations	5/10/2022
UEENEEH137A Program and commission commercial video/audio systems	5/10/2022
UEENEEH138A Fault find and repair complex power supplies	5/10/2022
UEENEEH139A Troubleshoot basic amplifier circuits	5/10/2022
UEENEEH140A Fault find and repair sonar apparatus and systems	5/10/2022
UEENEEH141A Manage computer systems/electronics projects	5/10/2022
UEENEEH142A Solve oscillator problems	5/10/2022
UEENEEH145A Develop engineering solutions to analogue electronic problems	5/10/2022
UEENEEH146A Solve fundamental electronic communications system problems	5/10/2022
UEENEEH147A Assess electronic apparatus compliance	5/10/2022
UEENEEH148A Design and develop advanced digital systems	5/10/2022
UEENEEH149A Develop engineering solutions to audio electronic problems	5/10/2022
UEENEEH150A Assemble and set up basic security systems	5/10/2022
UEENEEH151A Install large security systems	5/10/2022
UEENEEH152A Enter instructions and test wired and wireless security systems	5/10/2022
UEENEEH153A Program and test large security systems	5/10/2022
UEENEEH154A Program and commission commercial security systems	5/10/2022
UEENEEH155A Program and commission commercial access control security systems	5/10/2022
UEENEEH156A Program and commission commercial security closed circuit television systems	5/10/2022
UEENEEH157A Develop basic plans for integrating security systems	5/10/2022
UEENEEH158A Design integrated security systems	5/10/2022
UEENEEH159A Design integrated complex security systems for multiple sites	5/10/2022
UEENEEH160A Plan large electronic projects	5/10/2022
UEENEEH161A Install fire detection and warning system apparatus	5/10/2022
UEENEEH162A Verify compliance and functionality of fire protection system installations	5/10/2022
UEENEEH163A Enter and verify programs for fire protection systems	5/10/2022
UEENEEH164A Commission large fire protection systems	5/10/2022
UEENEEH165A Troubleshoot fire protection systems	5/10/2022
UEENEEH166A Troubleshoot microcontroller based hardware systems	5/10/2022
UEENEEH167A Commission electronics and communications systems	5/10/2022
UEENEEH168A Modify – redesign of electronics and communications systems	5/10/2022
UEENEEH169A Solve problems in basic electronic circuits	5/10/2022

UEENEEH171A Troubleshoot faults in television receivers	5/10/2022
UEENEEH172A Troubleshoot communication systems	5/10/2022
UEENEEH173A Troubleshoot professional audio reproduction components	5/10/2022
UEENEEH174A Troubleshoot audio – video recording equipment	5/10/2022
UEENEEH175A Troubleshooting in security system installations	5/10/2022
UEENEEH176A Diagnose and rectify faults in electronic display circuits	5/10/2022
UEENEEH177A Diagnose and rectify faults in recording and replay equipment	5/10/2022
UEENEEH178A Diagnose and rectify faults in camera circuits and equipment	5/10/2022
UEENEEH179A Diagnose and rectify faults in digital television circuits and apparatus	5/10/2022
UEENEEH180A Diagnose and rectify faults in digital transmission circuits and systems	5/10/2022
UEENEEH181A Design electronic printed circuit boards	5/10/2022
UEENEEH182A Develop engineering solutions to RF amplifiers problems	5/10/2022
UEENEEH183A Analyse the performance of wireless-based electronic – communication systems	5/10/2022
UEENEEH184A Modify digital signal processing (DSP) based subsystems	5/10/2022
UEENEEH185A Design signal-conditioning subsystems	5/10/2022
UEENEEH186A Commission satellite and microwave communication systems	5/10/2022
UEENEEH187A Solve problems in electronic musical equipment circuits	5/10/2022
UEENEEH188A Design and develop electronics – computer systems projects	5/10/2022
UEENEEH189A Provide Gate Array solutions for complex electronics systems	5/10/2022
UEENEEH190A Provide engineering solutions to air traffic control system problems	5/10/2022
UEENEEH191A Diagnose and rectify faults in air navigation circuits and systems	5/10/2022
UEENEEH192A Develop solutions for air surveillance apparatus and systems	5/10/2022
UEENEEI101A Use instrumentation drawings, specification, standards and equipment manuals	5/10/2022
UEENEEI102A Solve problems in pressure measurement components and systems	5/10/2022
UEENEEI103A Solve problems in density/level measurement components and systems	5/10/2022
UEENEEI104A Solve problems in flow measurement components and systems	5/10/2022
UEENEEI105A Solve problems in temperature measurement components and systems	5/10/2022
UEENEEI106A Set up and adjust PID control loops	5/10/2022
UEENEEI107A Install instrumentation and control cabling and tubing	5/10/2022
UEENEEI108A Install instrumentation and control apparatus and associated equipment	5/10/2022
UEENEEI110A Set up and adjust advanced PID process control loops	5/10/2022
UEENEEI111A Find and rectify faults in process final control elements	5/10/2022
UEENEEI112A Verify compliance and functionality of instrumentation and control installations	5/10/2022

UEENEEI113A Setup and configure Human-Machine Interface (HMI) and industrial networks	5/10/2022
UEENEEI114A Trouble shoot process control systems	5/10/2022
UEENEEI115A Trouble shooting in medical equipment control systems	5/10/2022
UEENEEI116A Assemble, enter and verify operating instructions in microprocessor equipped devices	5/10/2022
UEENEEI117A Calibrate, adjust and test measuring instruments	5/10/2022
UEENEEI118A Set up weighting measuring and control instruments	5/10/2022
UEENEEI119A Set up industrial field control devices	5/10/2022
UEENEEI120A Provide solutions to problems in industrial control systems	5/10/2022
UEENEEI121A Trouble shoot in measuring and analysis systems	5/10/2022
UEENEEI122A Assist in commissioning process and instrumentation control systems	5/10/2022
UEENEEI123A Design electronic control systems	5/10/2022
UEENEEI124A Fault find and repair analogue circuits and components in electronic control systems	5/10/2022
UEENEEI125A Provide solutions to fluid circuit operations	5/10/2022
UEENEEI126A Provide solutions to pneumatic-hydraulic system operations	5/10/2022
UEENEEI127A Analyse complex electronic circuits controlling fluids	5/10/2022
UEENEEI128A Set up and configure controls on complex fluid systems	5/10/2022
UEENEEI129A Set up electronically controlled mechanically operated complex systems	5/10/2022
UEENEEI130A Set up electronically controlled robotically operated complex systems	5/10/2022
UEENEEI131A Set up gas analysis measuring and control instruments	5/10/2022
UEENEEI132A Set up water analysis measuring and control instruments	5/10/2022
UEENEEI133A Set up scientific analysis measuring and control instruments	5/10/2022
UEENEEI134A Manage instrumentation and control projects	5/10/2022
UEENEEI135A Plan instrumentation and control projects	5/10/2022
UEENEEI136A Manage automated control systems projects	5/10/2022
UEENEEI137A Plan automated and control systems projects	5/10/2022
UEENEEI138A Provide solutions to extra low voltage (ELV) electropneumatic control systems and drives	5/10/2022
UEENEEI139A Diagnose and rectify faults in digital controls systems	5/10/2022
UEENEEI140A Plan the electrical installation of integrated systems	5/10/2022
UEENEEI141A Develop electrical integrated systems	5/10/2022
UEENEEI142A Develop an electrical integrated system interface for access through a touch screen	5/10/2022
UEENEEI143A Develop access control of electrical integrated systems using logic-based programming tools	5/10/2022
UEENEEI144A Develop interfaces for multiple access methods to monitor, schedule and control an electrical integrated system	5/10/2022

UEENEEI145A Diagnose and rectify faults in a.c. motor drive systems	5/10/2022
UEENEEI146A Diagnose and rectify faults in d.c. motor drive systems	5/10/2022
UEENEEI147A Diagnose and rectify faults in servo drive systems	5/10/2022
UEENEEI148A Solve problems in single phase electronic power control circuits	5/10/2022
UEENEEI149A Solve problems in polyphase electronic power control circuits	5/10/2022
UEENEEI150A Develop, enter and verify discrete control programs for programmable controllers	5/10/2022
UEENEEI151A Develop, enter and verify word and analogue control programs for programmable logic controllers	5/10/2022
UEENEEI152A Develop, enter and verify programs in Supervisory Control and Data Acquisition systems	5/10/2022
UEENEEI153A Design and configure Human-Machine Interface (HMI) networks	5/10/2022
UEENEEI154A Design and use advanced programming tools PC networks and HMI Interfacing	5/10/2022
UEENEEI155A Develop structured programs to control external devices	5/10/2022
UEENEEI156A Develop and test code for microcontroller devices	5/10/2022
UEENEEI157A Configure and maintain industrial control system networks	5/10/2022
UEENEEJ040B Manage refrigeration and air conditioning projects	5/10/2022
UEENEEJ069B Plan refrigeration and air conditioning projects	5/10/2022
UEENEEJ102A Prepare and connect refrigerant tubing and fittings	5/10/2022
UEENEEJ103A Establish the basic operating conditions of vapour compression systems	5/10/2022
UEENEEJ104A Establish the basic operating conditions of air conditioning systems	5/10/2022
UEENEEJ105A Position, assemble and start up single head split air conditioning and water heating heat pump systems	5/10/2022
UEENEEJ106A Install refrigerant pipe work, flow controls and accessories	5/10/2022
UEENEEJ107A Install air conditioning and refrigeration systems, major components and associated equipment	5/10/2022
UEENEEJ108A Recover, pressure test, evacuate, charge and leak test refrigerants	5/10/2022
UEENEEJ109A Verify functionality and compliance of refrigeration and air conditioning installations	5/10/2022
UEENEEJ110A Select refrigerant piping, accessories and associated controls	5/10/2022
UEENEEJ111A Diagnose and rectify faults in air conditioning and refrigeration systems and components	5/10/2022
UEENEEJ113A Commission air conditioning and refrigeration systems	5/10/2022
UEENEEJ114A Resolve problems in hydronic systems	5/10/2022
UEENEEJ115A Resolve problems in beverage dispensers	5/10/2022
UEENEEJ116A Resolve problems in transport refrigeration systems	5/10/2022
UEENEEJ117A Resolve problems in ultralow temperature refrigeration systems	5/10/2022
UEENEEJ118A Resolve problems in post mix refrigeration systems	5/10/2022
UEENEEJ119A Resolve problems in ice making systems	5/10/2022

UEENEEJ120A Resolve problems in industrial refrigeration systems	5/10/2022
UEENEEJ121A Monitor and adjust refrigeration energy management systems	5/10/2022
UEENEEJ122A Diagnose faults in complex HVAC/refrigeration control systems	5/10/2022
UEENEEJ123A Commission complex (HVAC) heating, ventilation and air conditioning systems	5/10/2022
UEENEEJ124A Commission refrigeration/air conditioning hydronic systems	5/10/2022
UEENEEJ125A Commission complex refrigeration systems and equipment	5/10/2022
UEENEEJ126A Commission complex refrigeration/air conditioning control systems	5/10/2022
UEENEEJ127A Establish the thermodynamic parameters of refrigeration and air conditioning systems	5/10/2022
UEENEEJ128A Produce HVAC/R system design drawings	5/10/2022
UEENEEJ129A Establish heat loads for commercial refrigeration and/or air conditioning applications	5/10/2022
UEENEEJ130A Produce HVAC/R control system diagrams	5/10/2022
UEENEEJ131A Determine noise and vibration encountered in HVAC/R applications	5/10/2022
UEENEEJ132A Design commercial refrigeration systems and select components	5/10/2022
UEENEEJ133A Design industrial refrigeration systems and select components	5/10/2022
UEENEEJ134A Design heating, ventilation and air conditioning (HVAC) systems and select components	5/10/2022
UEENEEJ135A Design control systems for refrigeration or heating, ventilation and air conditioning systems	5/10/2022
UEENEEJ136A Evaluate and report on building services energy management systems	5/10/2022
UEENEEJ137A Evaluate and report on the indoor air quality of buildings	5/10/2022
UEENEEJ138A Analyse vibration and noise in refrigeration and air conditioning systems	5/10/2022
UEENEEJ139A Develop specifications and prepare drawings for HVAC/Refrigeration projects	5/10/2022
UEENEEJ141A Design complex commercial refrigeration systems and select equipment	5/10/2022
UEENEEJ142A Design complex industrial refrigeration systems and select equipment	5/10/2022
UEENEEJ143A Design complex air conditioning systems and select equipment	5/10/2022
UEENEEJ144A Design mechanical ventilation/exhaust systems and select equipment	5/10/2022
UEENEEJ145A Design hydronic systems and select equipment	5/10/2022
UEENEEJ146A Design complex control systems for refrigeration or heating, ventilation, air conditioning systems	5/10/2022
UEENEEJ147A Audit energy use for commercial HVAC/Refrigeration systems	5/10/2022
UEENEEJ148A Audit HVAC/R control systems for compliance with regulations and standards	5/10/2022
UEENEEJ149A Develop heat exchanger design specifications	5/10/2022

UEENEEJ150A Evaluate new and alternative technologies applicable to electrotechnology applications	5/10/2022
UEENEEJ151A Service small electrical appliances and power tools	5/10/2022
UEENEEJ153A Find and rectify faults in motors and associated controls in refrigeration and air conditioning systems	5/10/2022
UEENEEJ154A Find and rectify faults in appliance control systems and devices	5/10/2022
UEENEEJ155A Service refrigeration appliances	5/10/2022
UEENEEJ156A Service clothes washing machines and dryers	5/10/2022
UEENEEJ157A Service electrical heating appliances	5/10/2022
UEENEEJ158A Service dishwasher machines	5/10/2022
UEENEEJ159A Service gas heating appliances	5/10/2022
UEENEEJ161A Verify functionality and compliance of appliances	5/10/2022
UEENEEJ162A Recover, pressure test, evacuate, charge and leak test refrigerants appliances	5/10/2022
UEENEEJ164A Analyse the operation of HVAC air and hydronic systems	5/10/2022
UEENEEJ165A Evaluate thermodynamic and fluid parameters of refrigeration systems	5/10/2022
UEENEEJ166A Resolve problems in dairy refrigeration systems	5/10/2022
UEENEEJ167A Resolve problems in central plant air conditioning systems	5/10/2022
UEENEEJ168A Maintain microbial control of refrigeration and air conditioning systems	5/10/2022
UEENEEJ170A Diagnose and rectify faults in air conditioning and refrigeration control systems	5/10/2022
UEENEEJ171A Resolve problems in refrigerated beverage vending cabinets	5/10/2022
UEENEEJ172A Recover, pressure test, evacuate, charge and leak test refrigerants – split systems	5/10/2022
UEENEEJ173A Service and repair microwave ovens	5/10/2022
UEENEEJ174A Apply safety awareness and legal requirements for hydrocarbon refrigerants	5/10/2022
UEENEEJ175A Service and repair self contained hydrocarbon air conditioning and refrigeration systems	5/10/2022
UEENEEJ176A Install and commission hydrocarbon refrigeration systems, components and associated equipment	5/10/2022
UEENEEJ177A Design hydrocarbon refrigerated systems	5/10/2022
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Details of the training products with extended transition periods can be obtained from the Victorian Registration and Qualifications Authority, GPO Box 2317, Melbourne, Victoria 3001. Web: www.vrqa.vic.gov.au Email: vrqa.vet@edumail.vic.gov.au Telephone: 1300 722 603.

Essential Services Commission Act 2001**NOTICE OF REPEAL OF CODES OF PRACTICE**

The Essential Services Commission (the commission) gives notice under section 49 of the **Essential Services Commission Act 2001** (Act) that, pursuant to section 47 of the Act the commission has repealed the following codes of practice with effect from 1 March 2022:

- The Code of Conduct for Marketing Retail Energy, as was made a code of practice by section 76(1)(a) of the Act; and
- The Energy Retail Code, as was made a code of practice by section 76(1)(f) of the Act.

KATE SYMONS
Chairperson

Essential Services Commission Act 2001**NOTICE OF AMENDMENTS TO CODES OF PRACTICE**

The Essential Services Commission (the commission) gives notice under section 49 of the **Essential Services Commission Act 2001** (Act) that, pursuant to section 47 of the Act the commission has amended the following codes of practice, which are taken, pursuant to section 76 of the Act, to be a code of practice made under section 47 of the Act from 1 December 2021.

- The Electricity Distribution Code of Practice;
- The Gas Distribution Code of Practice;
- The Electricity Customer Metering Code of Practice; and
- The Electricity Customer Transfer Code of Practice

The Electricity Distribution Code of Practice and Gas Distribution Code of Practice were amended to account for changes to the life support framework as made by the **Energy Legislation Amendment (Energy Fairness) Act 2021** and other consequential changes to reflect the status of this code as a code of practice.

The Electricity Customer Metering Code of Practice and the Electricity Customer Transfer Code of Practice were the subject of minor amendments to update references in these documents to the Energy Retail Code of Practice as made on the same date.

A copy of the amended codes of practice are available on the commission's website (www.esc.vic.gov.au) or can be obtained by calling the commission on (03) 9032 1300.

KATE SYMONS
Chairperson

Essential Services Commission Act**NOTICE OF MAKING OF ENERGY RETAIL CODE OF PRACTICE**

The Essential Services Commission (the commission) gives notice under section 49 of the **Essential Services Commission Act 2001** (Act) that, pursuant to section 47 of the Act the commission has made the Energy Retail Code of Practice with effect from 1 March 2022.

A copy of the Energy Retail Code of Practice is available on the commission's website (www.esc.vic.gov.au) or can be obtained by calling the commission on (03) 9032 1300. A copy is also published below.

KATE SYMONS
Chairperson

THE ENERGY RETAIL CODE OF PRACTICE**Version 1**

Dated 1 March 2022

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Part 1 Preliminary**1 Citation**

This code of practice may be cited as the *Energy Retail Code of Practice*.

2 Commencement

This code of practice comes into operation on 1 March 2022.

Note: This code of practice replaces the Energy Retail Code (version 21) as was deemed to be a code of practice pursuant to section 76(1)(f) of the **Essential Services Commission Act 2001**.

3 Definitions

In this code of practice –

acceptable identification, in relation to:

- (a) a *residential customer* – includes any one of the following:
 - (i) a driver licence (or driver’s licence) issued under the law of a State or Territory, a current passport or another form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card, issued under the law of the Commonwealth or of a State or Territory;
 - (iii) a birth certificate; or
- (b) a *small business customer* that is a sole trader or partnership – includes one or more of the forms of identification for a *residential customer* for one or more of the individuals that conduct the business or enterprise concerned; or
- (c) a *small business customer* that is a body corporate – means Australian Company Number or Australian Business Number of the body corporate;

Note: The above documents and information are specified as acceptable identification for the purposes of section 40SA of the **Electricity Industry Act 2000** and section 48DC of the **Gas Industry Act 2001**.

access request notice – see clause 181;

additional retail charge – see clause 77(3);

agreed damages term means a term or condition of a *customer retail contract* under which a *small customer* and a *retailer* have agreed the amount, or a basis for determining the amount, that will be payable by the *small customer* to the *retailer* for the *customer’s* breach of their *customer retail contract*;

advertisement – see clause 49(5);

AEMO means the Australian Energy Market Operator Limited, ABN 94 072 010 327;

affected customer means any *customer*, including a former *customer*, who is or was a *small customer* and who may be affected by *family violence*;

AMI retail tariff means an AMI tariff within the meaning of paragraph (a) of the definition of AMI tariff in section 46B of the **Electricity Industry Act 2000**;

annual reference consumption – see clause 49(5);

annual total cost of current plan means the minimum possible amount payable by a *small customer* under the *customer’s* current *customer retail contract* excluding the value of any one-off gift or sign-up credit, calculated on the basis of the *small customer’s* annual usage history and the tariff, charges and discount rates current at, as relevant, the date a bill or bill summary will be issued, the date that a *price change* or *benefit change* becomes effective, or the date immediately prior to this effective date, with all discounts applied including any discount the *small customer* receives because the *small customer* buys another good or service, and including any amounts deducted, credited, or received by the *retailer* under a government funded *energy* charge rebate, concession or relief scheme;

annual total cost of deemed best offer means the minimum possible amount payable by the *small customer* under the *deemed best offer* excluding the value of any one-off gift or

sign-up credit, calculated on the basis of the *small customer's annual usage history* and the tariff, charges and discount rates of the *deemed best offer* current at, as relevant, the date a bill or *summary bill* will be issued or the date that a *price change* or *benefit change* becomes effective, with all discounts applied (except any discount which applies to a *customer retail contract* because the *small customer* buys another good or service) and including any amounts deducted, credited, or received by the *retailer* under a government funded *energy charge rebate*, concession or relief scheme;

annual usage history means the consumption or export of electricity or gas by a *customer* at the *customer's* current premises over the 12 month period preceding, as relevant, the *bill issue date* (or the date of the *bill change alert*, based on *meter* readings). Where the *retailer* does not have 12 months of *meter* readings for the *customer* at the *customer's* current premises, the *retailer* must estimate the *customer's* consumption and export of electricity or gas during a 12 month period having regard to any relevant information that is available to the *retailer* (and must have regard to any *meter* readings obtained during the 12 month period preceding the, as relevant, *bill issue date*, the date a *bill summary* will be issued, or the date of the *bill change alert*);

applicable access arrangement has the meaning given in the *NGL*;

associate of a *retailer* includes –

- (a) an employee or agent of the *retailer*; and
- (b) a person contracted by the *retailer*; and
- (c) a person who receives or is contracted to receive commissions from the *retailer*;

B2B Procedure means the B2B Procedure: Customer and Site Details Notification Process published by *AEMO* in accordance with clause 7.17.3 of the *NER* and which specifies the standard process and data requirements for the communication, updates and reconciliation of, amongst other things, *customer* details;

benefit change means a change to, or the expiry of, a benefit (such as a price discount) provided to a *customer* for a minimum period or a *fixed benefit period* under a *customer retail contract* during the term of that contract (whether or not as a result of a variation of the contract) or under an *exempt person arrangement*;

bill benchmarking information means information about a *residential customer's* comparative electricity usage, as specified in section 40P of the **Electricity Industry Act 2000**;

bill change alert means a notice given under clause 106(1);

bill summary means a communication from the *retailer* to the *small customer* that:

- (a) informs the *small customer* that the *retailer* has issued a new bill; and
- (b) includes the bill due date and the amount due;

bill issue date means the date, included in a bill under clause 63(1)(e), on which the bill is sent by the *retailer* to a *small customer*;

business day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday appointed under the **Public Holidays Act 1993** (Vic);

carry-over customer means a *small customer* who continues consuming *energy* at premises after the *small customer's* previous *customer retail contract* or *exempt person arrangement* expires or terminates without:

- (a) provision in that contract or arrangement for the terms and conditions to apply after the expiry or termination for the continued provision of those services; and
- (b) applying to the *retailer* or *exempt person* for the provision (after that expiry or termination) of those services;

Note: This definition is broader than the definition of carry-over customer in section 40SA of the **Electricity Industry Act 2000**, as this definition applies to *small customers* who continue to take electricity supplied or sold by a *retailer* or an *exempt person*.

category means an exemption category, as set out in Schedule 5;

Commission means the Essential Services Commission established under the **Essential Services Commission Act 2001**;

conditional discount means a reduction to the price or tariff for the supply of *energy* that applies only if a *small customer* satisfies certain requirements or conditions, and:

- (a) subject to subclause (b), includes a conditional rebate or a conditional credit; and
- (b) does not include a discount, rebate or credit if all the conditions on it relate to the circumstances in which a *customer* enters into a *customer retail contract* (for example, a one-off sign-up credit);

conditional price – see clause 49(5);

confirmation reminder notice – see clause 164(1)(b);

connection means a physical link between a distribution system and a *customer's* premises to allow the flow of *energy*;

cooling off period – see clause 97(2);

customer means a person:

- (a) to whom *energy* is sold for premises by a *retailer* or *exempt person*; or
- (b) who proposes to purchase *energy* for premises from a *retailer* or *exempt person*;

customer connection service for premises means any or all of the following:

- (a) a service relating to a new *connection* for the premises;
- (b) a service relating to a *connection* alteration for the premises;
- (c) a supply service for the premises, including (but not limited to) the *energisation*, *disconnection* or *re-connection* of the premises;

customer read estimate – see clause 59(5);

customer retail contract means a contract between a *small customer* and a *retailer* for the provision of *customer retail services* for particular premises;

customer retail services means the sale of *energy* by a *retailer* to a *customer* at premises;

deemed best offer means the plan identified in accordance with clause 108;

deemed best offer check means a comparison between the *small customer's annual total cost of current plan* and *annual total cost of deemed best offer*, as set out in clause 109;

deemed best offer check result means the amount determined in accordance with the formula set out in clause 109;

deemed best offer message means either a *positive deemed best offer message* or a *negative deemed best offer message*;

deemed contract means a deemed contract for the supply and sale of *energy* arising under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001**;

deemed exempt person means an *exempt person* in *category* VDI, VD2, VD3, VD4, VD5, VD6 or VD7;

demand retail tariff means an *AMI retail tariff* that includes a tariff charging parameter based on an actual or agreed demand of a *customer* in a specific time period;

demand tariff means a tariff for supplying electricity if working out the amount a *customer* is charged for the supply of electricity during a period at prices that include that tariff requires identifying, from among particular sub-periods of the period, the sub-period during which the *customer's* demand for the supply of electricity is the highest;

deregister means the removal or modification of *life support customer details* from a *register of life support customers and residents* so as to indicate that a *customer* is no longer a *life support customer*.

deregistration notice means a written notice issued by a *retailer* or *exempt person* to inform a *customer* that their *life support details* will be removed from the *register of life support customers and residents* if the *customer* does not provide *medical confirmation* by the date specified in that deregistration notice;

designated retailer means:

- (a) in relation to premises and the supply of electricity, the relevant licensee in relation to the supply of electricity from the supply point for the premises determined in accordance with an Order in Council made under section 35 of the **Electricity Industry Act 2000**; and
- (b) in relation to premises and the supply of gas, the specified licensee in relation to the supply of gas from the supply point or ancillary supply point for the premises determined in accordance with an Order in Council made under section 42 of the **Gas Industry Act 2001**;

disconnection of premises means:

- (a) in the case of electricity – the opening of a *connection*; or
- (b) in the case of gas – the closing of a *connection*,

in order to prevent the flow of *energy* to the premises;

disconnection warning notice – see clause 181;

disconnection warning period – see clause 181;

distribution zone means the area in which a *distributor* is licensed to distribute electricity under the **Electricity Industry Act 2000**;

distributor means:

- (a) a person who holds a distribution licence under the **Electricity Industry Act 2000** or in respect of those obligations under the *Electricity Distribution Code* which are not excluded under clause 1.3(b) of that code of practice, a person who is exempt from holding a distribution licence under the **Electricity Industry Act 2000**; or
- (b) a person who holds a distribution licence under the **Gas Industry Act 2001**;

dual fuel contract means:

- (a) one *market retail contract* between a *small customer* and a *retailer* for the sale of both electricity and gas by the *retailer* to the *small customer*; or
- (b) two *market retail contracts* between the same *small customer* and the same *retailer*, one for the sale of electricity and the other for the sale of gas, by the *retailer* to the *small customer*, under which a single bill is issued;

electric bulk hot water means water centrally heated by electricity and delivered to a number of *customer* premises where the *customer's* consumption of hot water is measured with a *meter* and where an *energy* bill is issued by a *retailer*;

electric bulk hot water conversion factor means the conversion factor used by *retailers* to bill *electric bulk hot water customers*. The *electric bulk hot water* conversion factor will have a maximum value of 89kWh per kilolitre. Where *customers* are currently billed using a lower *electric bulk hot water conversion factor*, or a lower *electric bulk hot water conversion factor* for the site is assessed, *retailers* must bill *customers* using the lower *electric bulk hot water conversion factor*;

Electricity Customer Transfer Code means the code of practice of that name made by the *Commission* under Part 6 of the **Essential Services Commission Act 2001**;

Electricity Distribution Code means the code of practice of that name made by the *Commission* under Part 6 of the **Essential Services Commission Act 2001**;

Electricity Industry Act 2000 means the **Electricity Industry Act 2000**;

Electricity Metering Code means the code of practice of that name made by the *Commission* under Part 6 of the **Essential Services Commission Act 2001**;

electronic communication means a communication of information in the form of data, text or images by means of guided or unguided electromagnetic energy, or both;

electronic message has the meaning given by section 5 of the **Spam Act 2003** (Cth);

e-marketing activity means an *energy marketing activity* that is carried on through *electronic message*;

energisation of premises means:

- (a) in the case of electricity – the closing of a *connection*; or
- (b) in the case of gas – the opening of a *connection*,

in order to allow the flow of *energy* to the premises;

energy means electricity or gas or both;

energy fact sheet means the document generated by the *Victorian Retailer Portal website* that contains key information in relation to a *generally available plan*, a *restricted plan* or the *Victorian default offer*;

energy laws includes:

- (a) the national electricity legislation as defined in the *NEL*;
- (b) the national gas legislation as defined in the *NGL*;
- (c) legislation of Victoria (other than the national electricity legislation and the national gas legislation), or any instrument made or issued under or for the purpose of that legislation, that regulates *energy*;
- (d) the *NER* and the *NGR*; and
- (e) instruments made under the *NER* and the *NGR* (including the *Retail Market Procedures*);

energy marketing activity means an activity that is carried on to market, advertise or promote:

- (a) *customer connection services*; or
- (b) *customer retail services*; or
- (c) a supplier or prospective supplier of *customer connection services* or *customer retail services*,

to a *small customer*;

energy ombudsman means the Energy and Water Ombudsman (Victoria) Limited;

exempt distributor means a person who is exempt from holding a licence under section 16 of the **Electricity Industry Act 2000** to engage in certain activities as set out in clauses 6 and 7 of the *General Exemption Order* (deemed exemption of distributors and exemption of registered distributors);

exempt electricity seller has the meaning given in section 40SA of the **Electricity Industry Act 2000**;

Note: As defined in **Electricity Industry Act 2000**, exempt electricity seller includes exempt persons in the registered exemption categories VR1 to VR5, but does not include (exemption categories VD1 to VD7).

exempt market retail contract – see clause 117;

exempt person means a person who is exempt from holding a licence under section 16 of the **Electricity Industry Act 2000** to engage in certain activities as set out in clauses 4 and 5 of the *General Exemption Order* (deemed exemption of retailers and exemption of registered retailers);

exempt person arrangement means an arrangement for the sale of electricity by an *exempt person* to a person as set out in that *exempt person's* exemption category description;

explicit informed consent – see clause 7;

family violence has the meaning given in section 5 of the **Family Violence Protection Act 2008**;

feed-in tariff agreement means an agreement between a *retailer* and a *small customer*, involving the purchase by the *retailer* of electricity from a *small renewable energy generation facility*;

feed-in tariff alert means a notice given under clause 107;

feed-in tariff change means a change to the rate a *retailer* pays a *small customer* for electricity from a *small renewable energy generation facility*, including a rate determined by the *Commission* under section 40FBB(1) of the **Electricity Industry Act 2000**;

financially responsible retailer for premises means:

- (a) in the case of electricity – the *retailer* who is the financially responsible market participant responsible for the premises under the *NER*; or
- (b) in the case of gas – the *retailer* who is responsible for settling the account for gas withdrawn from the delivery point (however described) associated with the premises under the relevant *Retail Market Procedures*;

fixed benefit period means a period of a *market retail contract* (where the end date of that period is specified or ascertainable at the beginning of that period) during which a discount, rebate or credit (including a *conditional discount*) is available to the *customer*. For the purposes of this definition, the following are not discounts, rebates or credits:

- (a) a concession or rebate provided by government in relation to the supply or use of *energy*;
- (b) a feed-in tariff; or
- (c) a contractual limitation on a *retailer's* ability to vary a tariff or charge payable under a *market retail contract*;

Note: A one-off rebate or credit (such as a one-off sign-on benefit) does not give rise to a *fixed benefit period*.

fixed price period – see clause 91;

fixed price period contract – see clause 91;

fixed term retail contract – see clause 91;

functionality specification has the meaning given to it in the Order in Council dated 12 November 2007, made under section 46D of the **Electricity Industry Act 2000**;

gas bulk hot water means water centrally heated by gas and delivered to a number of *customer* premises where the *customer's* consumption of hot water is measured with a *meter* and where an *energy bill* is issued by a *retailer*;

gas bulk hot water rate means the gas price in cents per litre that is used by a *retailer* to charge *customers* for *energy* in delivering *gas bulk hot water*;

Gas Distribution System Code means the code of practice of that name made by the *Commission* under Part 6 of the **Essential Services Commission Act 2001**;

Gas Industry Act 2001 means the **Gas Industry Act 2001**;

General Exemption Order means the Order in Council made under section 17 of the **Electricity Industry Act 2000** and published in Special Gazette 390 on 15 November 2017;

generally available plan means any plan that is available to any *customer* in the relevant *distribution zone* unless it is classified as a *restricted plan*;

GST has the meaning given in the *GST Act*;

GST Act means the **A New Tax System (Goods and Services Tax) Act 1999** (Cth), as amended from time to time;

index read in relation to *smart meters* has the meaning given under the Meter Data File Format Specification NEM 12 and NEM 13 published by *AEMO*;

in-home display means a device located in a *residential customer's* premises that displays residential electricity consumption data to *residential customers* in near real-time;

intention to disconnection notice – see clause 181;

intention to disconnect notice period – see clause 181;

last resort event in respect of a *retailer* means when:

- (a) the *retailer's* retail licence is suspended or revoked;
- (b) the right of the *retailer* to acquire:
 - (i) for electricity, electricity from the wholesale electricity market; and
 - (ii) for gas, gas from a wholesale gas market or a producer,is suspended or terminated,

whichever first occurs; or

- (c) in respect of an *exempt person* when that person no longer satisfies the requirements for exemption as set out in Part 2 of the *General Exemption Order* (deemed exemption of retailers and exemption of registered retailers);

life support customer means a *customer* who is a *life support resident* or a *customer* at whose premises a *life support resident* (who is not the *customer*) resides or intends to reside;

life support customer details in relation to a *customer* means

- (a) information that evidences that the *customer* is a *life support customer*;
- (b) the personal details of each *life support resident* residing or intending to reside at the premises of the *life support customer*; and
- (c) the date from which *life support equipment* is required at the premises of the *life support customer* by each *life support resident*;

life support equipment has the meaning given by section 40SA of the **Electricity Industry Act 2000** and section 48DC of the **Gas Industry Act 2001**;

life support protections means the protections against *disconnection* of a *life support customer* under Part 2, Division 5C of the **Electricity Industry Act 2000** or Part 3, Division 4AA of the **Gas Industry Act 2001**;

life support resident means a person who requires *life support equipment*.

lowest possible price – see clause 49(5);

market retail contract means a contract between a *small customer* and a *retailer* which is not a *deemed contract* nor a *standard retail contract*;

medical confirmation means certification in a *medical confirmation form* from a registered medical practitioner that a person residing or intending to reside at a *customer's* premises requires *life support equipment*;

medical confirmation form means a written form issued by a *retailer* or *exempt person* to enable the *relevant customer* to provide *medical confirmation* to the *retailer* or *exempt person* respectively;

meter, in relation to a *customer*, means:

- (a) the device that measures the quantity of *energy* passing through it or records the consumption of *energy* at the *customer's* premises; and
- (b) for *electricity bulk hot water* or *gas bulk hot water*, the device which measures and records the consumption of bulk hot water consumed at the *customer's* premises;

metering data has the same meaning as:

- (a) in the case of electricity – in the NER; or
- (b) in the case of gas – in the applicable *Retail Market Procedures*;

metering rules:

- (a) for electricity – means the applicable *Retail Market Procedures* and Chapter 7 of the *NER*;
- (b) for gas – means the applicable *Retail Market Procedures*;

move-in customer means a *small customer* who starts consuming *energy* at premises without first applying to a *retailer* for the provision of *customer retail services* or applying to enter into an *exempt person arrangement* with an *exempt person*;

Note: This definition is broader than the definition of move-in customer in section 40SA of the **Electricity Industry Act 2000** and section 48DD of the **Gas Industry Act 2001**, as this definition applies to *small customers* who take electricity supplied or sold by a retailer or exempt person.

National Electricity Law or **NEL** means the National Electricity (Victoria) Law as in force in Victoria under the **National Electricity (Victoria) Act 2005**;

National Gas Law or **NGL** means the National Gas (Victoria) Law as in force in Victoria under the **National Gas (Victoria) Act 2008**;

negative deemed best offer message means a message which conforms with the form and content requirements set out in clause 111(4);

NER means the National Electricity Rules as in force from time to time under the *NEL*;

network tariff change date means the date one calendar month after:

- (a) in respect of a *market retail contract* for electricity, the date on which the relevant *distributor's* approved pricing proposal takes effect under clause 6.18.8(d) of the *NER*; and
- (b) in respect of a *market retail contract* for gas, the date on which the relevant *distributor's* reference tariff variation occurs under the terms of the *applicable access arrangement* for that *distributor*;

Note: The Australian Energy Regulator approves annual pricing proposals for electricity *distributors* and reference tariff variations for gas *distributors*, and publishes details of those approved proposals and variations on its website.

NGR means the National Gas Rules as in force from time to time under Chapter 9 of the *NGL*;

NMI means a national metering identifier as defined in the *NER*;

offered prices has the meaning given in clause 49(1);

off-market customer means a *small customer*:

- (a) to whom electricity is, or is to be, supplied by an *exempt distributor*; and
- (b) whose premises have not been assigned a *NMI*;

owner's representative means any person who owns, operates or controls a site in which an *exempt distributor* is permitted to supply electricity;

pay-by date – see clause 65;

pay-on-time discount means a *conditional discount* that is conditional upon the *customer* paying a bill on or before the *pay-by date*;

payment plan, in relation to a *small customer* (other than a *residential customer* who is receiving assistance under Part 6), means a plan for the *customer* to pay a *retailer*, by periodic instalments in accordance with this code of practice, any amounts payable by the *customer* for the sale and supply of *energy*;

positive deemed best offer message means a message which conforms with the form and content requirements set out in clause 111(3);

price – see clause 49(5);

price change means a change to any of the tariffs or charges payable by a *small customer* under a *customer retail contract*;

price comparator means a facility available on a website to assist a *small customer* to compare:

- (a) the tariffs available to a *customer* under a *Victorian default offer* or a *standing offer*; and
- (b) the tariffs that are generally available to classes of *small customers* under *market retail contracts*,

in accordance with guidelines issued by the *Commission* under section 36A(2) of the **Electricity Industry Act 2000** or section 43A(2) of the **Gas Industry Act 2001**;

proportional conditional discount – see clause 49(5);

re-connection of premises means the *energisation* of the premises after their *disconnection*;

register of life support customers and residents means a register established and maintained under section 40SV of the **Electricity Industry Act 2000** or section 48DX of the **Gas Industry Act 2001**;

regulatory period means a period during which a *VDO price determination* applies;

relevant authority means:

- (a) *AEMO*; or
- (b) state or federal police; or
- (c) a person or body who has the power under law to direct a *distributor* to *disconnect* premises;

relevant customer means

- (a) in Part 8 and Part 10 of this code of practice (excluding clause 189), a *relevant customer* within the meaning of section 40SB of the **Electricity Industry Act 2000** or section 48DD of the **Gas Industry Act 2001**;
- (b) in clause 189, means a *relevant customer* within the meaning of section 40SB of the **Electricity Industry Act 2000**, as if the *deemed exempt person* were an *exempt electricity seller*; and
- (c) otherwise, means a *relevant customer* within the meaning of section 36 of the **Electricity Industry Act 2000** or section 43 of the **Gas Industry Act 2001**;

Note: The term ‘*relevant customer*’ is used in clauses 19 and 21. Under section 36 of the **Electricity Industry Act 2000** and section 43 of the **Gas Industry Act 2001** the term is defined by Orders in Council. As at the date of this code of practice, ‘*relevant customers*’ are the same as ‘*small customers*’.

The term ‘*relevant customer*’ is used in Part 8 and Part 10 of this code of practice and has the expanded meaning as set out in sections 40SB of the **Electricity Industry Act 2000** and section 48DD of the **Gas Industry Act 2001**, to include customers of exempt persons.

reminder notice – see clause 181;

reminder notice period – see clause 181

representative customer – see clause 49(5);

required information means the information that a *retail marketer* is required to provide to a *small customer* as set out in clause 47;

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

responsible person:

- (a) in the case of electricity – has the same meaning as in the *NER*; or
- (b) in the case of gas – means the person who, under the applicable *Retail Market Procedures*, is responsible for *meter* reading;

Note: The *NER* defines responsible person as a metering coordinator, being the person registered by *AEMO* under Chapter 2 of the *NER*.

restricted plan means a plan specifically targeted to an exclusive individual or group and tailored to the specific circumstances of that *customer* and their need(s), including:

- (a) family and friends' plans, including *retailer* staff plans and staff plans for employees of companies with whom the *retailer* has a commercial relationship;
- (b) plans targeted to a specific *customer*, with traits and characteristics that cannot be easily acquired – for example, where the *customer* negotiates a specific plan with a *retailer* based on having multiple sites serviced by the same *retailer*;
- (c) obsolete plans;
- (d) *Victorian default offer* or *standing offer* plans that are not readily available to *small customers* in a particular location but which *retailers* publish to satisfy their financial responsible Market Participant requirements;
- (e) plans for *customers* in residential embedded networks where the retailer acts as the embedded network operator, or provides retail-only plans to an embedded network customer;
- (f) plans restricted to *customers* in a pilot program;
- (g) plans restricted to concession *customers*;
- (h) plans restricted to hardship *customers*;
- (i) 'save' plans which are offered by *retailers* in response to a *customer* signalling they intend to switch to another *retailer*;
- (j) 'win-back' plans, which are offered by *retailers* after the *customer* has switched to a new *retailer* to persuade the *customer* to return.

retail marketer means a *retailer* or an *associate* of a *retailer*;

Retail Market Procedures means:

- (a) in the case of electricity, the Retail Market Procedures within the meaning of the *NER*; and
- (b) in the case of gas, the Retail Market Procedures within the meaning of the *NGL* and made under the *NGR*;

retailer means a person who holds a retail licence under the **Electricity Industry Act 2000** or the **Gas Industry Act 2001**;

security deposit means an amount of money paid or payable, in accordance with this code of practice, to a *retailer* or *exempt person* as a security against non-payment of a bill;

small business customer means a *small customer* who is not a *residential customer*.

small commercial/retail customer has the same meaning given in the *General Exemption Order*;

Note: A *small commercial/retail customer* will also be a *small customer* if its aggregate consumption of electricity purchased from an *exempt person* has not been, or is not likely to be, more than 40 megawatt hours in any calendar year.

small customer means:

- (a) a domestic or small business customer under section 3 of the **Electricity Industry Act 2000** or section 3 of the **Gas Industry Act 2001**; and
- (b) a person to whom electricity is supplied by an *exempt distributor*:
 - (i) principally for personal, household or domestic use; or
 - (ii) whose aggregate consumption of electricity has not been, or is not likely to be, more than 40 megawatt hours in any calendar year;

Note: Under the **Electricity Industry Act 2000** and the **Gas Industry Act 2001**, the term 'domestic and small business customer' is defined by Orders in Council. As at the date of this code of practice the relevant Orders define a *domestic or small business customer* as (paraphrasing):

- (a) a person who purchases energy principally for personal, household or domestic use at the relevant supply point; or
- (b) in the case of electricity, a person whose aggregate consumption of electricity taken from the relevant supply point has not been, or in the case of a new supply point, is not likely to be, more than 40MWh per year; or
- (c) in the case of gas, a person whose aggregate consumption of gas taken from the relevant supply point has not been, or, in the case of a new supply point, is not likely to be, more than 1000 GJ per year.

small renewable energy generation facility has the same meaning as in section 40F of the **Electricity Industry Act 2000**;

smart meter means an interval *meter* that meets the functionality requirements set out in the *functionality specification* and:

- (a) is designed to transmit *metering data* to a remote location for data collection; and
- (b) does not, at any time, require the presence of a person at, or near, the *meter* for the purposes of data collection or data verification (whether this occurs manually as a walk-by reading or through the use of a vehicle as a close proximity drive-by reading), including, but not limited to, an interval *meter* that transmits *metering data* via direct dial-up, satellite, the internet, general packet radio service, power line carrier, or any other equivalent technology;

standard retail contract means a *customer retail contract* that arises from the acceptance of a *Victorian default offer* for electricity, or from the acceptance of a *standing offer* for gas;

standing offer has, in relation to gas, the same meaning as ‘licensee standing offer’ in section 3 of the **Gas Industry Act 2001**;

Note: Standing offers for electricity are now known as *Victorian default offers*.

supply capacity control product means the use, other than the emergency use, of a *smart meter* to temporarily interrupt electricity supply to a *customer*;

tailored assistance means the kinds of financial assistance for *residential customers* who are in arrears as listed in clause 128;

telemarketing call has the same meaning as in the **Telecommunications Act 1997** (Cth);

termination notice – see clause 176(1)(a)(i);

type – see clause 49(5);

unconditional price – see clause 49(5);

Utility Relief Grant – means the grant by that name administered by the Department of Families, Fairness and Housing;

VDO Order means the Order in Council made under section 13 of the **Electricity Industry Act 2000** published in Special Gazette No. S 208, on Thursday 30 May 2019 and as amended from time to time;

VDO price – see clause 49(5);

VDO price determination means a price determination by the *Commission* pursuant to the *VDO Order*;

Victorian default offer means any offer to supply or sell electricity that is subject to a regulated price pursuant to the *VDO Order*;

Note: A *Victorian default offer* is a ‘standing offer’ within the meaning of the **Electricity Industry Act 2000**.

Victorian Retailer Portal website means the retailer interface for the Victorian Energy Compare website, via which *retailers* are required to upload information, including for the purposes of generating an *energy fact sheet* for a *generally available plan*, a *restricted plan* or the *Victorian default offer*.

4 Savings and transitional provisions

Schedule 3 applies.

5 Application

- (1) This code of practice is made under section 47(1) of the **Essential Services Commission Act 2001**.
- (2) This code of practice applies to, and must be complied with by, all *retailers* in respect of their activities in relation to *small customers* and *exempt persons*.
- (3) This code of practice applies to an *exempt person* in one or more *categories* only where a clause states it applies to an *exempt person* in a relevant *category*, and only in respect of that *exempt person's* activities in relation to *small customers*. Unless the context otherwise requires, a reference:
 - (a) to *retailer* in any such clause includes *exempt persons* to the extent they engage in the relevant *category* of activity in relation to *small customers*;
 - (b) to *customer* in any such clause includes persons who purchase electricity from an *exempt person*;
 - (c) to *retailer* or *customer* in other relevant definitions in any such clause are to be interpreted as set out above (except in the definition of *market retail contract*); and
 - (d) to a *standard retail contract* or a *market retail contract* includes an *exempt person arrangement*.
- (4) This code of practice applies for the purposes of Division 5C of Part 2 of the **Electricity Industry Act 2000** and Division 4AA of Part 3 of the **Gas Industry Act 2001**.

Part 2 Retailers' general obligations**6 Simplified outline**

This Part sets out *retailers'* general obligations in dealing with *small customers*, whether those dealings take place before, during and after the term of any *customer retail contract* entered into between the *retailer* and the *small customer*.

This Part also makes provision for *small customers* that are unable to fulfil obligations on account of not being the owner of the premises.

7 Explicit informed consent

- (1) *Explicit informed consent* to a transaction is consent given by a *small customer* to a *retailer* where:
 - (a) the *retailer*, or a person acting on behalf of the *retailer*, has clearly, fully and adequately disclosed in plain English all matters relevant to the consent of the *small customer*, including each specific purpose or use of the consent; and
 - (b) the *small customer* gives the consent to the transaction in accordance with subclause (2); and
 - (c) the *small customer* is competent to do so; and
 - (d) any requirements prescribed by this code of practice for the purposes of this subclause have been complied with.
- (2) *Explicit informed consent* requires the consent to be given by the *small customer*:
 - (a) in writing signed by the *small customer*; or
 - (b) verbally, so long as the verbal consent is evidenced in such a way that it can be verified and made the subject of a record under clause 8; or
 - (c) by *electronic communication* generated by the *small customer*.

Note: Requirements to obtain a *small customer's explicit informed consent* are imposed by clauses 10(1)(a)(iii), 26(4), 57(1)(a)(iii), 57(1)(b)(iv), 59(1)(a), 61(2), 62(2), 72(3)(b), 93(2), 113(1)(a), 120(1)(c)(ii), 139(2), 146(5), 166(7)(b) and 171(6)(b) of this code of practice.

(3) Application of this clause to exempt persons

This clause applies to all *categories of exempt person*.

Note: This clause reflects the meaning and requirements of explicit informed consent in the *General Exemption Order* (as set out in Schedule 6 to this code of practice). The matters that an *exempt person* is required to inform the *small customer* of before obtaining *explicit informed consent* to enter into an *exempt person arrangement* are set out in clause 9 of the *General Exemption Order*.

Other provisions of this code of practice impose obligations on *exempt persons* to obtain a *small customer's explicit informed consent* in circumstances additional to the circumstance identified in clause 9 of the *General Exemption Order*.

8 Record of explicit informed consent

(1) A *retailer* must:

- (a) create a record of each *explicit informed consent* required by this code of practice and provided by a *small customer*; and
- (b) retain the record for at least two years.

(2) The record must be in such a format and include such information as will enable:

- (a) the *Commission* to verify the *retailer's* compliance with the relevant requirements of this code of practice relating to *explicit informed consent*; and
- (b) the *retailer* to answer enquiries from a *small customer* relating to the *small customer's explicit informed consent*.

(3) A *retailer* must, on request by a *small customer* and at no charge, provide the *small customer* with access to a copy of the record of any *explicit informed consent* given by the *small customer* and then retained by the *retailer*.

(4) Application of this clause to exempt persons

This clause applies to all categories of *exempt persons*.

9 No or defective explicit informed consent

(1) A transaction specified in this code of practice as requiring *explicit informed consent* between a *retailer* and *small customer* is void if it is established, in accordance with subclause (2) and any applicable provisions of this code of practice, that *explicit informed consent* as required by this clause was not obtained.

(2) It is established that the required *explicit informed consent* was not obtained if:

- (a) the *small customer* raises the issue with the *retailer* either by asserting that the consent was not obtained or by requesting production of a record of the consent; and
- (b) the issue is so raised within 12 months after the date of the transaction; and
- (c) the *retailer*:
 - (i) admits that the consent was not obtained; or
 - (ii) does not produce a satisfactory record of the informed consent as soon as practicable, but within 10 *business days*, after the issue is so raised.

(3) Subject to subclauses (4) and (5), the *retailer* cannot recover any amount for any *energy* supplied as a result of the void transaction.

(4) If the void transaction did not involve the transfer of the *small customer* to the *retailer* from another *retailer*, the *small customer* is only liable to pay the *retailer* any charges that would have been payable for the sale and supply of *energy* if the void transaction had not occurred.

(5) If the void transaction did involve the transfer of the *small customer* to the *retailer* (the *new retailer*) from another *retailer* (the *original retailer*):

- (a) the *small customer* is (subject to subclause (5)(b)) liable to pay the original *retailer* all charges for the sale and supply of *energy* as if the void transaction had not occurred and the sale and supply had occurred with the original *retailer* being the *customer's retailer*; and
- (b) to the extent that the *small customer* has paid the new *retailer* charges for the sale and supply of *energy* as a consequence of the void transaction:
 - (i) the *small customer* is entitled to set off the amount of those payments against any amounts payable under subclause (5)(a); and
 - (ii) the new *retailer* must pay the set off amounts to the original *retailer*; and
 - (iii) the original *retailer* is entitled to recover those set off amounts from the new *retailer* in a court of competent jurisdiction; and
- (c) nothing in this section prevents the original *retailer* from proceeding by action for loss or damage suffered because of the void transaction; and
- (d) the *small customer* is not liable to the new *retailer* for any loss or damage arising because the transaction is void or arising from payments the new *retailer* has to pay the original *retailer* because the transaction is void.

10 Giving of notices and other documents under this code of practice

- (1) If this code of practice requires or permits a notice or other document to be served on a person (whether the expression 'deliver', 'give', 'notify' or 'send' or another expression is used), the notice or other document may be served:
 - (a) on a natural person:
 - (i) by delivering it to the person personally; or
 - (ii) by leaving it at, or by sending it by post to the last known address of the place of residence or usual place of business of the person; or
 - (iii) by sending it electronically to that person, but, in the case of a *small customer*, only if the *small customer* has given *explicit informed consent* to receiving the notice or other document electronically; or
 - (b) on a body corporate:
 - (i) by leaving it at the registered office or usual place of business of the body corporate with an officer of the body corporate; or
 - (ii) by sending it by post to its registered office or its usual place of business; or
 - (iii) by sending it electronically to that body corporate or an office of the body corporate.

- (2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD6, VD7, VR1, VR2, VR3 and VR4.

11 GST inclusive pricing

- (1) Except where expressly provided to the contrary in this code of practice, where a *retailer* in a communication (whether oral or written and including, without limitation, a bill, *bill summary*, *bill change alert*, offer, advertisement, notice or information statement) to a *small customer* refers to an amount in respect of which *GST* is or would be payable the *retailer* must:
 - (a) identify that amount inclusive of *GST*; and
 - (b) specify that the amount is inclusive of *GST*.

- (2) Any communication described in subclause (1) must not state an amount described in subclause (1) exclusive of *GST* except:
 - (a) where required to comply with the *GST Act*; or
 - (b) where expressly permitted in this code of practice.
- (3) Subclause (2) does not limit the *retailer's* obligations under subclause (1) – if the *retailer* is required to state an amount as exclusive of *GST*, it must also state that amount inclusive of *GST*.

12 Referral to interpreter services

- (1) A *retailer* must refer a *residential customer* to a relevant interpreter service if a referral is necessary or appropriate to meet the reasonable needs of the *residential customer*.

- (2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD2, VR2, VR3 and VR4.

13 Provision of information about payment assistance, complaints and dispute resolution

- (1) A *retailer* must publish on its website a summary of the rights, entitlements and obligations of *small customers*, including:

- (a) the entitlements of *small customers* to *tailored assistance* from the *retailer*; and
- (b) the *retailer's* standard complaints and dispute resolution procedure; and
- (c) the contact details for the relevant *energy ombudsman*.

- (2) If a *small customer* requests information of the kind referred to in subclause (1), the *retailer* must either:

- (a) refer the *small customer* to the *retailer's* website; or
- (b) provide the information to the *small customer*.

- (3) The *retailer* must provide a copy of any information of that kind to the *small customer* if the *small customer* requests a copy.

- (4) The information or a copy of the information requested under this clause must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

14 Standard complaints and dispute resolution procedures

- (1) A *retailer* or *responsible person* must develop, make and publish on its website a set of procedures detailing the *retailer's* or *responsible person's* procedures for handling *small customer* complaints and dispute resolution procedures. The procedures must be regularly reviewed and kept up to date. The procedures must be substantially consistent with the Australian Standard AS ISO 10002 (Customer satisfaction – Guidelines for complaints handling in organizations) as amended and updated from time to time.

- (2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4, except that an *exempt person* does not need to publish its procedures on a website.

15 Compliance by small customer who is not owner of premises (SRC, MRC and EPA)

- (1) If a *small customer* is unable to fulfil an obligation in respect of:

- (a) premises (including, but not limited to, access to premises) under a *customer retail contract* or an *exempt person arrangement*; or
- (b) access to premises under this code of practice,

because the *small customer* is not the owner of the premises, the *small customer* is not in breach of the contract or this code of practice if the *small customer* takes all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

16 Provision of electronic communication customer details by retailers to distributors

- (1) A *retailer* who is required by the *NER* to comply with the *B2B Procedure* must comply with that procedure insofar as it relates to the provision of *small customer* details to a *distributor*.
- (2) A *retailer* who is not required by the *NER* to comply with the *B2B Procedure* must comply with that procedure insofar as it relates to the provision of *small customer* details to a *distributor* to the extent it is practicable to do so.
- (3) Where a *retailer* has any *customer* details that enable *electronic communication* with the *small customer*, the *retailer* must provide all of those details to the *distributor* either in the *CustomerDetailsNotification* under the *B2B Procedure* or otherwise as soon as it is practicable to do so.
- (4) The *small customer* details required to be provided pursuant to subclause (3) must be provided:
 - (a) within two *business days* of the *retailer* becoming the *financially responsible retailer* for the *small customer's* premises;
 - (b) as soon as practicable after the *retailer* becomes aware of a change to the information in subclause (3).
- (5) Prior to providing *small customer* details as required by subclause (3) to a *distributor*, and except for *small customer* details provided in accordance with subclause (4)(a), the *retailer* must inform the *small customer* that it will be providing those details to the *distributor*.
- (6) Where a contract entered into between the *retailer* and the *small customer* prior to 1 January 2021 prohibits the *retailer* providing *small customer* details to the *distributor* that enable *electronic communication* with the *small customer*, the *retailer* is not required by this clause to provide that information to the *distributor*.
- (7) Nothing in this clause affects the operation of Part 8.
- (8) This clause applies only to the provision of *small customer* details of electricity *small customers* by electricity *retailers* to electricity *distributors*.

Part 3 Customer retail contracts

17 Simplified outline

Division 1 imposes an obligation on a *retailer* to offer a *standard retail contract* on model terms and conditions set out in Schedule 2, identifies how alterations may be made to those model terms and conditions, and how certain provisions of this code of practice apply as minimum requirements for *standard retail contracts*.

Division 2 permits a *retailer* to enter into a *market retail contract* with a *small customer* on terms and conditions as agreed, and how certain provisions of this code of practice apply as minimum requirements for *market retail contracts*.

Division 1 Standard retail contracts**18 Standard retail contracts: Model terms and conditions**

- (1) A *retailer* must offer a *standard retail contract* on the model terms and conditions set out in Schedule 2.
- (2) A statement in Schedule 2 that is underlined and in square brackets indicates that a required alteration must be made by omitting the statement and substituting the matter referred to in the statement.
- (3) The model terms and conditions set out in Schedule 2, as varied to incorporate any permitted alterations or required alterations, are approved by the *Commission* for the purpose of section 35(1)(b) of the **Electricity Industry Act 2000** and section 42(1)(b) of the **Gas Industry Act 2001**.

Note: Where a *retailer* adopts the model terms, varied only to incorporate any permitted alterations or required alterations, the *retailer* is not required to submit the model terms for approval by the *Commission* under section 35(1)(b) of the **Electricity Industry Act 2000** or section 42(1)(b) of the **Gas Industry Act 2001**.

- (4) Any:
 - (a) term or condition of a *standard retail contract*; or
 - (b) alteration to the model terms and conditions set out in Schedule 2, that is inconsistent with or diminishes the operation of any provision of the model terms and conditions is void, and that provision of the model terms and conditions is deemed to form part of the *standard retail contract* in place of the void term, condition or alteration.
- (5) Permitted alterations are:
 - (a) alterations specifying details relating to identity and contact details of the *retailer*;
 - (b) minor alterations that do not change the substantive effect of the model terms and conditions;
 - (c) alterations of a kind specified or referred to in this code of practice; and
 - (d) alterations that are expressed to apply only to the operation of the model terms and conditions in jurisdictions other than Victoria.
- (6) Required alterations are:
 - (a) alterations that this code of practice requires to be made to the *retailer's* form of *standard retail contract* in relation to matters relating to specific jurisdictions; and
 - (b) alterations of a kind specified or referred to in this code of practice.
- (7) In this clause alterations includes omissions and additions.

19 Application of provisions of this code of practice to standard retail contracts

- (1) Other provisions of this code of practice apply to *standard retail contracts* to the extent provided by those provisions.

Note: For example, clause 176 makes provision for the termination of a *standard retail contract*.
- (2) If a clause provides that a provision of this code of practice applies in relation to *standard retail contract*:
 - (a) the provision is a term or condition decided by the *Commission* for the purpose of section 36(1) of the **Electricity Industry Act 2000** and section 43(1) of the **Gas Industry Act 2001** in relation to *relevant customers* who purchase *energy* under a *standard retail contract*;
 - (b) the provision is a minimum requirement that is to apply in relation to *small customers* who purchase *energy* under a *standard retail contract*;

- (c) the terms and conditions of the contract must not be inconsistent with the provision;
- (d) the terms and conditions of the contract may supplement or augment the operation of the provision;
- (e) the terms and conditions of the contract must not diminish the operation of the provision; and
- (f) the provision prevails to the extent of any inconsistency with any other term or condition of the contract.

Division 2 Market retail contracts

20 Market retail contracts: terms and conditions

- (1) The terms and conditions of a *market retail contract* are as agreed between the *retailer* and the *small customer*, except as provided by this code of practice.
- (2) Nothing in this code of practice prevents the inclusion in a *market retail contract* of a term or condition that is the same or substantially the same as a term or condition of *standard retail contracts* that is not otherwise applicable to *market retail contracts*.

21 Application of provisions of this code of practice to market retail contracts

- (1) Other provisions of this code of practice apply to *market retail contracts*, to the extent provided by those provisions.
- (2) If a clause provides that a provision of this code of practice applies in relation to *market retail contracts*:
 - (a) the provision is a term or condition decided by the *Commission* for the purpose of section 36(1) of the **Electricity Industry Act 2000** and section 43(1) of the **Gas Industry Act 2001** in relation to *relevant customers* who purchase *energy* under a *market retail contract*;
 - (b) the provision is a minimum requirement that is to apply in relation to *small customers* who purchase *energy* under a *market retail contract*;
 - (c) the terms and conditions of the contract must not be inconsistent with the provision;
 - (d) the terms and conditions of the contract may supplement or augment the operation of the provision;
 - (e) the terms and conditions of the contract must not diminish the operation of the provision; and
 - (f) the provision prevails to the extent of any inconsistency with any other term or condition of the contract.

Part 4 Retailers' pre-contract and marketing obligations

22 Objective

- (1) The objective of this Part is to require *retailers* and *retail marketers* to conduct themselves in a way that enables *small customers* to engage confidently with the *energy* market.

23 Simplified outline

Division 1 sets out a *retailer's* obligations to publish information regarding *Victorian default offer* tariffs for electricity and standing offer tariffs for gas.

Division 2 sets out the obligations of *retailers* and *exempt persons* when a *small customer* is seeking to purchase *energy*.

Division 3 sets out the obligations that apply to a *financially responsible retailer* on becoming aware that a *small customer* is consuming *energy* under a *deemed contract*, and to an *exempt person* on becoming aware that a *small customer* is consuming electricity without an *exempt person arrangement*.

Division 4 sets out a *retailer's* obligations to provide information to *small customers* to assist the *small customer* to assess the suitability of, and select, a *customer retail contract*.

Division 5 regulates the manner in which *retail marketers* may carry out *energy marketing activities*.

Division 1 Victorian default offer tariffs for electricity and standing offer tariffs for gas**24 Internet publication of Victorian default offer tariffs and standing offer tariffs**

- (1) A *retailer* must:
 - (a) publish on its internet site *energy fact sheets* for its *Victorian default offers* and *standing offers* in accordance with clause 40; and
 - (b) input onto the internet site nominated by the Minister each of its *Victorian default offers* including all details as required by that internet site.

Notes: The *Commission's* Energy Fact Sheet Guidelines also apply to the publication of *energy fact sheets*. The internet site nominated by the Minister by Ministerial Order dated 19 September 2015 is the website known as 'Victorian Energy Compare': compare.energy.vic.gov.au.

- (2) The home page of the *retailer's* principal internet site must have a link that allows a person to access the *energy fact sheets* for the *retailer's* *Victorian default offers* and *standing offers* easily and logically.

Division 1 Pre-contractual procedures and obligation to supply**25 Objective**

- (1) The objective of this Division is to give *small customers* clear, helpful information that enables them to easily understand their options for purchasing *energy*.

26 Pre-contractual duty of retailers

- (1) This clause applies where a *retailer* is contacted by, or contacts, a *small customer* who is seeking to purchase *energy* for premises.
- (2) If the *retailer* is the *designated retailer* for the premises, the *retailer*:
 - (a) may elect to offer the *small customer* a *market retail contract*; and
 - (b) must advise the *small customer* of the availability of the *retailer's* *Victorian default offer* and/or *standing offer*.
- (3) If the *retailer* is not the *designated retailer* for the premises and the *retailer* does not elect to offer the *small customer* (whether at the request of the *small customer* or of its own initiative) a *market retail contract*, the *retailer*:
 - (a) must refer the *small customer* to the *distributor* for the premises concerned; and
 - (b) must inform the *small customer* that the *distributor* will be able to advise the *small customer* which *retailer* has an obligation to make a *Victorian default offer* or *standing offer* that is applicable to the *small customer*.
- (4) A *retailer* must obtain the *explicit informed consent* of a *small customer* for the entry by the *small customer* into a *market retail contract* with the *retailer*.

Note: Additional *explicit informed consent* requirements are imposed under clause 118 for the entry by a *small customer* into an *exempt market retail contract*.

- (5) By the time a *small customer* enters into a new *market retail contract* or a new *standard retail contract* with a *retailer*, the *retailer* must ask the *small customer* whether a person residing or intending to reside at the *customer's* premises requires *life support equipment*.

27 Pre-contractual duty of exempt persons (EPA)

- (1) By the time a *customer* enters into a new *exempt person arrangement* with an *exempt person*, the *exempt person* must ask the *customer* whether a person residing or intending to reside at the *customer's* premises requires *life support equipment*.
- (2) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*: VD2, VR2, VR3 and VR4.

28 Exempt persons and obligations to sell electricity (EPA)

- (1) An *exempt person* cannot refuse to sell electricity to a person whose point of supply is within a site within which the *exempt person* is permitted to sell electricity, unless a previous *exempt person arrangement* with that person has been terminated under clause 177(1)(d) and the matter that led to *disconnection* has not been rectified.
- (2) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD6, VD7, VR1, VR2, VR3 and VR4.

29 Pre-contractual request to designated retailer for sale of energy

- (1) A *small customer* who wishes to purchase *energy* for premises under a *standard retail contract* may make a request to the *designated retailer* for the premises for the sale of *energy* in accordance with the *retailer's Victorian default offer* or *standing offer*.
- (2) The request may be made by telephone or in writing.
- (3) The *small customer* must:
- provide the *small customer's* name and *acceptable identification*;
 - provide contact details for billing purposes; and
 - ensure that there is safe and unhindered access to the *meter* at the premises.
- (4) The *designated retailer* may include in the charges under the *standard retail contract* any outstanding amounts owed by the *small customer* to the *retailer* from an unpaid account (excluding unpaid amounts for premises for which the *small customer* has an ongoing *customer retail contract*).
- (5) The *designated retailer* is not entitled to refuse to sell *energy* to a *small customer* who is a *residential customer* on the ground that the *residential customer* owes the *retailer* the outstanding amounts referred to in subclause (4).
- (6) Where:
- a *retailer* has arranged for the *disconnection* of a *small customer's* premises (other than where the *retailer* has arranged for *disconnection* due to failure to pay a bill); and
 - the *small customer* has not within 10 *business days* of *disconnection* rectified the matter that gave rise to the *disconnection*,
- the *retailer* may decline to enter into a *customer retail contract* with the *small customer* and to arrange for *re-connection* of the premises until the matter that gave rise to the *disconnection* has been rectified.

30 Responsibilities of designated retailer in response to request for sale of energy

- (1) A *designated retailer* must, as soon as practicable, provide a *small customer* requesting the sale of *energy* under the *retailer's Victorian default offer* and/or *standing offer* with the following information:
 - (a) a description of the *retailer's standard retail contract* that is formed as a result of the *small customer* accepting the *Victorian default offer* or *standing offer* and how copies of the contract may be obtained;
 - (b) a description of the *retailer's* and *small customer's* respective rights and obligations concerning the sale of *energy* under the **Electricity Industry Act 2000** or **Gas Industry Act 2001**, as applicable, and this code of practice, including the *retailer's* standard complaints and dispute resolution procedures;
 - (c) information about the availability of government funded *energy* charge rebate, concession or relief schemes; and
 - (d) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (2) The *retailer* must, as soon as practicable (but not later than the end of the next *business day*) after the request for the sale of *energy* is properly made (as referred to in subclause (3)), forward relevant details of the *small customer* to the *distributor* for the premises concerned, for the purpose of:
 - (a) updating the *distributor's* records, if the premises are *energised*; or
 - (b) arranging for the *energisation* of the premises by the *distributor*, if the premises are not *energised*.
- (3) A request for the sale of *energy* is properly made when:
 - (a) the request has been received by the *retailer*;
 - (b) the *small customer* has complied with the requirements under clause 29(3); and
 - (c) the *small customer* is otherwise entitled to receive the sale of *energy* in accordance with the *standard retail contract*.

31 Sales to authorised customers

- (1) A *retailer* must take reasonable steps to ensure that any person with whom it enters a *customer retail contract* has authority to enter into that contract for the supply of *energy* to the premises.

Division 3 Move-in and carry-over customers**32 Objective**

- (1) The objective of this Division is to make clear the rights and obligations of *small customers* who consume *energy* at premises when they are not party to a *customer retail contract* (whether as a *move-in customer* or a *carry-over customer*), and the rights and obligations of a *financially responsible retailer* or an *exempt person* in relation to that *small customer*.

Note: The definitions in this code of practice of *move-in customer* and *carry-over customer* are broader than the definitions of *move-in customer* and *carry-over customer* in section 40SA of the **Electricity Industry Act 2000**, as the definitions in this code of practice apply to *small customers* who take, or continue to take, electricity supplied or sold by a *retailer* or an *exempt person*.

33 Obligations of retailers

- (1) As soon as practicable after becoming aware that a *small customer* is consuming *energy* under a *deemed contract*, the *financially responsible retailer* for the premises concerned must give the *customer* information about the following:
 - (a) the *retailer's* contact information;

- (b) details of the prices, terms and conditions applicable to the sale of *energy* to the premises concerned under the *deemed contract*;
 - (c) the *customer's* options for establishing a *customer retail contract* (including the availability of a *Victorian default offer* or *standing offer*); and
 - (d) the consequences for the *customer* if the *customer* does not enter into a *customer retail contract* (whether with that or another *retailer*), including the entitlement of the *retailer* to arrange for the *disconnection* of the premises and details of the process for *disconnection*.
- (2) If the *small customer* is a *carry-over customer* of the *retailer*, the *retailer* does not have to give the *customer* the information required under subclause (1) if the *retailer* has already given the *customer* a notice under clause 100 relating to a *market retail contract* and containing that information.

34 Obligations of exempt persons (EPA)

- (1) As soon as practicable after becoming aware that a *small customer* is consuming electricity without entering an *exempt person arrangement*, an *exempt person* who sells or supplies *energy* for the premises concerned must give the *small customer* information about the following:
- (a) the *exempt person's* contact information;
 - (b) details of the prices, terms and conditions applicable to the sale of electricity to the premises concerned under an *exempt person arrangement*; and
 - (c) the consequences for the *small customer* if the *small customer* does not enter into an *exempt person arrangement*, including the entitlement of the *exempt person* to arrange for the *disconnection* of the premises and details of the process for *disconnection*.
- (2) If the *small customer* is a *carry-over customer* of the *exempt person*, the *exempt person* does not have to give the *small customer* the information required under subclause (1) if the *exempt person* has already given the *small customer* a notice under clause 100 relating to an *exempt person arrangement* and containing that information.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following categories:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

35 Formation of standard retail contract on incomplete request

- (1) The *financially responsible retailer* for a *move-in customer* or *carry-over customer* may treat the *customer* as requesting the sale of *energy* under the *retailer's Victorian default offer* or *standing offer* and may take all appropriate steps for the formation of a *standard retail contract* with the *small customer*, if:
- (a) the *small customer* has provided the *retailer* with the *customer's* name and (if required by the *retailer*) *acceptable identification* and contact details for billing purposes; but
 - (b) the *small customer* has not advised the *retailer* as to the type of *customer retail contract* under which the *small customer* wishes to be supplied.

36 Termination of a deemed contract

- (1) For the purposes of:
- (a) section 39(5)(b) of the **Electricity Industry Act 2000**; or
 - (b) section 46(5)(b) of the **Gas Industry Act 2001**,
- a *deemed contract* under that section comes to an end at the end of the period covered by the second bill issued by the *retailer* to the *small customer* or if any of the events listed in section 39(7) of the **Electricity Industry Act 2000** or section 46(7) of the **Gas Industry Act 2001** occur, whichever occurs first.

Division 4 Clear advice and energy fact sheets**37 Objective**

- (1) The objective of this Division is to give *small customers* an entitlement to clear, timely and reliable information, provided in a respectful manner, and a mechanism to consider and compare the features and prices of different *energy plans*, to assist the *small customer* to assess the suitability of, and select, a *customer retail contract*.

38 Minimum standards – customers entitled to clear advice

- (1) Prior to obtaining a *small customer's explicit informed consent* to enter a *customer retail contract*, a *retailer* must communicate to the *small customer* in a readily understandable manner information about:
 - (a) any terms pursuant to which the amounts payable by the *small customer* may vary depending on the actions of the *small customer* (for example, any *conditional discounts*);
 - (b) any terms pursuant to which the amounts payable by the *small customer* may vary depending on the actions of the *retailer* (for example, any terms pursuant to which the *retailer* may make *price changes*, or any specific *price changes* that will apply to that *customer retail contract*);
 - (c) any terms pursuant to which a *benefit change* may occur;
 - (d) the *retailer's* other *generally available plans* or a *Victorian default offer* or *standing offer* available to the *small customer*, which the *retailer* reasonably believes may be more suitable for the *small customer* having regard to any information the *retailer* has regarding the *small customer* wherever it is practicable to do so; and
 - (e) if switching to the *customer retail contract* involves moving the *small customer* to a new tariff structure, the cost impact that the new tariff structure may have for the *small customer*.
- (2) If requested by the *small customer*, the *retailer* must provide the *small customer* with information about the availability of the *Victorian default offer* or *standing offer* and how the *small customer* may access the *Victorian default offer* or *standing offer*.
- (3) Prior to entering a *feed-in tariff agreement*, a *retailer* must communicate to the *small customer* in a readily understandable manner information about any terms pursuant to which the credit payable to the *small customer* may vary.
- (4) Subclause (1) does not apply to charges payable for distribution services other than standard control services (electricity) and ancillary reference services (gas).
- (5) The reference to 'any information the *retailer* has' in subclause (1)(d) is a reference to any relevant information the *small customer* provides during the communication required by subclause (1) including in response to any relevant enquiries by the *retailer*, or any other information the *retailer* has about the *small customer* and which the *retailer* considers relevant in providing the advice.
- (6) In communicating the information required by subclause (1), the *retailer* must do so in a manner that:
 - (a) insofar as possible, is done by reference to the *retailer's* estimate of the dollar impact on the *small customer*; and
 - (b) emphasises any information the *retailer* reasonably believes may be of particular relevance to that *small customer*.

39 Requirement to provide information via the Victorian Retailer Portal website and obtain an energy fact sheet

- (1) A *retailer* must input into the *Victorian Retailer Portal website* accurate details of each current *generally available plan* and *restricted plan*, including all relevant details in the form required by that internet site.
Note: A *retailer's generally available plans* and *restricted plans* include its *Victorian default offers* for electricity and its *standing offers* for gas.
- (2) A *retailer* must obtain from the *Victorian Retailer Portal website* an *energy fact sheet* for each current *generally available plan* and *restricted plan*.
- (3) All information uploaded to the *Victorian Retailer Portal website* must be written in plain English and be designed to be readily understandable by *small customers*.
- (4) A *retailer* must co-operate with relevant parties in implementing a system to create and sustain reliable links from the internet site nominated by the Minister so that a *small customer* can:
 - (a) easily view the same or more offer information on the *retailer's website*; and
 - (b) potentially accept that offer or another offer.
- (5) If the available input fields of the *Victorian Retailer Portal website* do not enable the terms of a plan to be accurately represented, a *retailer* must supplement any fact sheet obtained in accordance with subclause (2) with information to ensure that a *small customer* is able to consider and compare the features and prices of the plan to assess the suitability of, and select, a plan.

40 Retailers to make energy fact sheets accessible to customers

- (1) A *retailer* must ensure that an *energy fact sheet* for each current *generally available plan* and *restricted plan* is available to *small customers* within two *business days* of the plan becoming available to *small customers*.
Notes: The *Commission's Energy Fact Sheet Guidelines* also apply to the publication of *energy fact sheets*.
A *retailer's generally available plans* and *restricted plans* include its *Victorian default offers* for electricity and its *standing offers* for gas.
- (2) A *retailer* will not contravene this clause to the extent that it has been unable to obtain the relevant *energy fact sheet* from the *Victorian Retailer Portal website* through no fault of the *retailer*.
- (3) Where a *retailer* provides, either directly or via arrangements with another person, information about a current *generally available plan* on a website, the *retailer* must ensure:
 - (a) a clear link to the *energy fact sheet* relevant to that *generally available plan* is published in a prominent position on that website; and
 - (b) the link is labelled 'energy fact sheet'.
- (4) Where a *generally available plan* is available through an online sign-up process, the *retailer* must ensure that a clear and prominent link to the relevant *energy fact sheet* is provided in close proximity to where the *small customer* signs up to the plan.
- (5) A *retailer* must ensure that the *energy fact sheet* for a *generally available plan* that is applicable to a *small customer's* circumstances is readily identifiable by a *small customer*.
- (6) When marketing a *generally available plan* by any means, and regardless of whether the marketing is done by the *retailer* directly or another person, a *retailer* must ensure that the *small customer* is:
 - (a) informed that an *energy fact sheet* containing the key details of that plan is available; and
 - (b) provided with the location of the relevant *energy fact sheet* for that plan on the *retailer's website*.

- (7) When marketing a *generally available plan* on mass media channels, and regardless of whether the marketing is done by the *retailer* directly or another person, a *retailer* must ensure that the following statement is included in any advertisements in a clear manner and (as relevant for the medium) easily readable text or audible language: ‘Fact sheets available at [insert link to the website where the energy fact sheet is available]. For clear advice on the right plan for you, contact us on [insert contact details].’
- (8) Where a plan is advertised using a medium with inherent limitations that prevents the *retailer* from including the text required by subclause (7), a *retailer* must ensure that the text is included in a prominent location on the first webpage linked to the advertisement.
- (9) Where a *retailer* provides information about a *restricted plan* to a *small customer*, or when marketing a *restricted plan* by any means, and regardless of whether the information is provided or the marketing is done by the *retailer* directly or via arrangements with another person, a *retailer* must ensure that the *small customer* is informed that an *energy fact sheet* containing the key details of the plan is available and will be provided on request.
- (10) A *retailer* must ensure that, if a *small customer* requests an *energy fact sheet* for a *generally available plan* or a *restricted plan*, the *small customer* is sent, either by post or electronically, the relevant *energy fact sheet* within five *business days* of contact with the *small customer*.
- (11) When marketing a plan, and regardless of whether the marketing is done by the *retailer* directly or by another person, a *retailer* must ensure that the offer ID generated by the *Victorian Retailer Portal website* is able to be identified and referred to in communications with a *small customer* about that plan.
- (12) A *retailer* must not require a *small customer* to provide technical or personal information in order for the *small customer* to obtain an *energy fact sheet* other than information required to determine if a *small customer* is eligible for a particular plan.

41 Record keeping

- (1) A *retailer* must maintain records that are sufficient to evidence its compliance with this Division.
- (2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained:
 - (a) for at least two years;
 - (b) for as long as the *retailer* has at least one *small customer* on a *generally available plan* or a *restricted plan* for which it has an obligation to provide an *energy fact sheet* under this Division; or
 - (c) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to the provision of advice by the *retailer* under clause 38 in connection with a *customer retail contract* – for the period the complaint or dispute remains unresolved.

Division 5 Energy marketing

Subdivision 1 Operation of this Division

42 Application of Division

This Division applies to *retail marketers* carrying out *energy marketing activities*.

Note: The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* of the Commonwealth may also apply to *retail marketers* carrying out *energy marketing activities*.

43 Objectives

- (1) The objectives of this Division are to:
 - (a) ensure that *retail marketers* carrying out *energy marketing activities* disclose to *small customers* information regarding their plans in a clear and easily understood manner so as to assist *small customers* to assess the suitability of, and select, a plan;
 - (b) require a *retail marketer* to provide specific information to *small customers* in connection with *market retail contracts*;
 - (c) ensure that *retail marketers* carrying out *energy marketing activities* refer to *conditional discounts* in a clear and easily understood manner so as to assist *small customers* to assess the suitability of, and select, a plan; and
 - (d) ensure *retail marketers* carrying out *energy marketing activities* in relation to the sale and supply of electricity refer to discounts in a consistent way to assist *small customers* to compare plans.

44 Duty of retailer to ensure compliance

- (1) A *retailer* must ensure that a *retail marketer* who is an *associate* of the *retailer* complies with this Division.

Subdivision 2 Providing information to small customers**45 Requirement for and timing of disclosure to small customers**

- (1) Subject to clause 7, a *retail marketer* must provide the *required information* to a *small customer* in relation to a *market retail contract*:
 - (a) before the formation of the contract; or
 - (b) as soon as practicable after the formation of the contract.

46 Form of disclosure to small customers

- (1) *Required information* provided to a *small customer* before the formation of the *market retail contract* may be provided electronically, verbally or in writing.
- (2) *Required information* provided to a *small customer* after the formation of the *market retail contract* must be provided in a single written disclosure statement.
- (3) If *required information* was provided to a *small customer* electronically or verbally before the formation of the *market retail contract*, the *required information* in a single written disclosure statement must also be provided to the *small customer* after the formation of the contract.

47 Required information

- (1) For the purposes of this Subdivision, the *required information* that a *retail marketer* is to provide to a *small customer* is information in relation to the following:
 - (a) all applicable prices, charges, early termination payments and penalties, *security deposits*, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed;
 - (b) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the *small customer* moves out during the term of the contract;
 - (c) if any requirement is to be or may be complied with by an electronic transaction – how the transaction is to operate and, as appropriate, an indication that the *small customer* will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
 - (d) the rights that a *small customer* has to withdraw from the contract during the *cooling off period*, including how to exercise those rights;

- (e) the *small customer's* right to complain to the *retailer* in respect of any *energy marketing activity* of the *retail marketer* conducted on behalf of the *retailer* and, if the complaint is not satisfactorily resolved by the *retailer*, of the *small customer's* right to complain to the *energy ombudsman*; and
 - (f) whether an *associate* of a *retailer* will receive any commission or fee paid by a *retailer* by reason of the *small customer* entering into the *customer retail contract*.
- (2) The *required information*, when given in a written disclosure statement, must include or be accompanied by a copy of the *market retail contract*.

Subdivision 3 Advertising conditional discounts to small customers

48 Manner of advertising conditional discounts

- (1) Subject to subclause (2), a *retail marketer* must state the conditions of the *conditional discount* clearly and conspicuously in any marketing, advertisement or promotion of prices or tariffs for supplying *energy* to *small customers*.
- (2) The *conditional discount* must not be the price-related matter that is mentioned most prominently in the marketing, advertisement or promotion.

Subdivision 4 Advertising electricity prices

49 Advertisements etc. must compare retailer's prices with the VDO price

- (1) A *retail marketer* must not advertise *prices* for the supply of electricity (the *offered prices*) unless the *advertisement* meets the requirements of subclauses (2), (3) and (4).
- (2) The *retail marketer* must state in an *advertisement* the following matters, making it clear that the matters relate to a *representative customer*:
 - (a) the difference between:
 - (i) the *VDO price*; and
 - (ii) the *unconditional price*;
expressed as a percentage of the *VDO price*;
 - (b) for each *proportional conditional discount* mentioned in the *advertisement* – the difference between:
 - (i) the *unconditional price*; and
 - (ii) the *conditional price* for the discount;
expressed as a percentage of the *VDO price*;
 - (c) the *lowest possible price*.
- (3) The *retail marketer* must also state in an *advertisement*:
 - (a) the *distribution zone*; and
 - (b) the *type of customer*,to which the *offered prices* relate.
- (4) The *retail marketer* must state in an *advertisement* the matters required by subclauses (2) and (3) clearly and conspicuously.

Note: The insertion of this clause does not provide for the matters provided for in clauses 15(4) and 15(5) of the *VDO Order*. By the proviso to clause 15(1) of the *VDO Order*, clauses 15(4) and 15(5) of the *VDO Order* continue to apply.

- (5) In this clause:
advertisement:
 - (a) subject to subclause (b), means any mass-marketing communication (whether oral or in writing) that is published or transmitted by or on behalf of a *retail marketer* to publicise a *retailer's offered prices* to customers;

- (b) does not include any communication by a *retail marketer* directly with an individual *customer* regarding the *retailer's offered prices*, provided that the *retail marketer* makes that communication in accordance with Part 4 Division 4 of this code of practice;

annual reference consumption for a *regulatory period*, in relation to supplying electricity in a *distribution zone* to a *customer* of a particular *type*, means the matters determined under clause 15(5) of the *VDO Order* for the *regulatory period* in relation to the supply;

conditional price for a *proportional conditional discount* means the total annual amount a *representative customer* would be charged for the supply of electricity in the *regulatory period* at the *offered prices*, assuming the conditions on the discount were met and disregarding any other *conditional discounts*;

lowest possible price means the total annual amount a *representative customer* would be charged for the supply of electricity in the *regulatory period* at the *offered prices*, assuming the conditions on all *conditional discounts* (if any) mentioned in the *advertisement* were met.

Note: If the *advertisement* does not mention any *conditional discounts*, the *lowest possible price* is the *unconditional price*.

offered prices has the meaning given in clause 49(1);

price:

- (a) subject to subclauses (b) and (c), includes a tariff or charge of any description, including a recurring fee (for example, an annual membership fee);
- (b) does not include any of the following:
- (i) a one-off fee (for example, a connection fee or re-connection fee or an account establishment fee);
 - (ii) a fee for making, or failing to make, a payment in particular circumstances (for example, a credit card transaction fee or a direct debit dishonour fee);
 - (iii) a fee for a service provided on request on an ad-hoc basis (for example, a fee for a *meter* read requested by a *customer*); and
- (c) does not include a *demand tariff*;

proportional conditional discount means a *conditional discount* that is calculated as a proportion of all or part of the amount a *customer* is charged for the supply of electricity at the *offered prices*;

representative customer, in relation to supplying electricity in a *distribution zone* in a *regulatory period* to a *customer* of a particular *type*, means a *customer* of that *type* who is supplied with electricity in that *distribution zone* in the *regulatory period* in accordance with the *annual reference consumption* for that *regulatory period* in relation to the supply;

type means a type of *customer* in respect of which an *annual reference consumption* is determined under clause 15(5)(b)(i) of the *VDO Order*;

unconditional price means the total annual amount a *representative customer* would be charged for the supply of electricity in the *regulatory period* at the *offered prices*, disregarding any *conditional discounts*;

VDO price for a *regulatory period* in relation to supplying electricity in a *distribution zone* to a *customer* of a particular *type* means the estimated annual cost of the *Victorian default offer* determined under clause 15(4)(a) of the *VDO Order* for the *regulatory period* in relation to the supply.

Subdivision 5 Energy marketing activities**50 Personal and telephone contact in relation to marketing activity**

- (1) A *retail marketer* must ensure that any person contacting a *small customer* in relation to *energy marketing activities* must provide the *small customer* with:
 - (a) the person's name;
 - (b) any relevant identification number;
 - (c) the name of the *retailer* on whose behalf the *energy marketing activity* is being undertaken;
 - (d) contact details for the *retailer*; and
 - (e) advice as to the purpose of the *energy marketing activity*.
- (2) A *retail marketer* contacting a *small customer* on the telephone in relation to *energy marketing activities* must, as soon as practicable provide the following details:
 - (a) the first name, and on request the operator identification number of the person making the telephone call;
 - (b) the name of the *retailer* on whose behalf the call is being made; and
 - (c) the purpose of the telephone call; and
 - (d) on request, the name of the *retail marketer* that the person is employed by.

Note: Section 40EB of the **Electricity Industry Act 2000** and section 40DB of the **Gas Industry Act 2001** prohibit door to door sales and cold calling in respect of *residential customers*.

51 No contact lists

- (1) This clause applies to *energy marketing activities* directed to *small business customers* either:
 - (a) by mail;
 - (b) in person at the *small business customer's* usual place of business;but does not apply to *telemarketing calls* or *e-marketing activities*.

Note: Section 40EB of the **Electricity Industry Act 2000** and section 40DB of the **Gas Industry Act 2001** prohibit door to door sales and cold calling in respect of *residential customers*.
- (2) A *retailer* must ensure that a 'no contact list' is created and maintained for its *retail marketers*, whether by the *retailer* itself or by a person or organisation on behalf of the *retailer*.
- (3) A 'no contact list' is a list of *small business customers* who indicate they wish to be placed on the list.
- (4) A *small business customer* may give such an indication by applying (in person, electronically, by telephone or in writing) to the *retailer* or by communicating directly with a *retail marketer*.
- (5) A *retail marketer* must not make contact with a *small business customer* whose name is on the relevant no contact list.
- (6) An entry for a particular *small business customer* in a no contact list continues for a period of two years, but the period is refreshed each time the *small business customer* requests inclusion or maintenance of inclusion.
- (7) A *retailer* must publish a statement on its website about the existence of its no contact list and the procedures for being placed on the list.

52 No canvassing or advertising signs

- (1) In carrying out *energy marketing activities* a *retail marketer* must comply with any signs at a person's premises indicating that no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.

Note: Section 40EB of the **Electricity Industry Act 2000** and section 40DB of the **Gas Industry Act 2001** prohibit door to door sales in respect of *residential customers*.

53 Training

- (1) A *retailer* must ensure that training is provided to any person (including employees, agents and contractors) acting on its behalf who is engaged in *energy marketing activity*, in relation to:
 - (a) the requirements of this code of practice; and
 - (b) misleading and deceptive conduct, unconscionable conduct and false representation (including coercion and harassment) under the Australian Consumer Law.
- (2) For the purposes of subclause (1)(a), a *retailer* must ensure that the training addresses:
 - (a) the requirements in relation to *explicit informed consent*;
 - (b) entitlements to assistance provided under this code of practice; and
 - (c) requirements in relation to referral to interpreter services.

54 Record keeping

- (1) A *retailer* must ensure that records are kept of all:
 - (a) *energy marketing activities* carried out by it or on its behalf by a *retail marketer*; and
 - (b) records of training undertaken as required by clause 53.
- (2) For the purpose of subclause (1)(a) records must include:
 - (a) for any premises visited:
 - (i) the address of the premises;
 - (ii) the dates and times of the visits, including the time at which the visit concluded;
 - (iii) the names of the persons conducting the *energy marketing activities*;
 - (b) for any telephone contact made:
 - (i) the telephone number called;
 - (ii) the times and dates of calls;
 - (iii) the names of the persons participating in the call on behalf of the *retailer*.
- (3) The *retailer* must ensure that each such record is retained:
 - (a) for the period of 12 months; or
 - (b) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to *energy marketing activities* – for the period the complaint or dispute remains unresolved,whichever is the longer period.
- (4) A *retailer* must ensure that it and appropriate officers or employees of the *retailer*, have immediate access, or a right of immediate access, to each such record.

Part 5 Rights and obligations once a contract is entered into**55 Objective**

- (1) The objective of this Part is to establish minimum rights and protections that *small customers* are entitled to once they have entered into a *customer retail contract* or an *exempt person arrangement*.

56 Simplified outline

Division 1 sets out a *retailer's* obligations and a *small customer's* rights in relation to billing, fees and charges, billing disputes, recovery of undercharged and overcharged amounts, payment methods and providing billing and *metering data* to a *small customer*.

Division 2 sets out a *retailer's* obligations when a *small customer* on a *standard retail contract* changes from one type of tariff to another type of tariff.

Division 3 sets out when a *retailer* may require a *security deposit* and its obligations in relation to the use and return of a *security deposit*.

Division 4 sets out the key requirements for, and key *small customer* rights under, *market retail contracts* and *exempt person arrangements*.

Division 5 sets out entitlements of *small customers* to obtain information to enable them to evaluate the ongoing suitability of their *customer retail contract*, identify whether they are on their *retailer's deemed best offer* and to consider and compare the features and prices of different *energy plans*.

Division 6 regulates the processes for transferring a *small customer* from one *retailer* to another *retailer*.

Division 7 identifies what kinds of *market retail contracts* are *exempt market retail contracts* (and so exempt from the price certainty requirement in clause 94) and additional *small customer* protection requirements that apply to those contracts.

Division 1 Customer retail contracts – billing

57 Basis for bills (SRC, MRC and EPA)

- (1) A *retailer* must base a *small customer's* bill for the *small customer's* consumption of:
 - (a) electricity:
 - (i) on *metering data* provided for the relevant *meter* at the *small customer's* premises provided by the *responsible person* and determined in accordance with the *metering rules*;
 - (ii) on an estimation of the *small customer's* consumption of *energy*, as provided by clause 59; or
 - (iii) on any other method agreed by the *retailer* and the *small customer*, if the *retailer* has obtained the *explicit informed consent* of the *small customer*;
 - (b) gas:
 - (i) on an actual reading of the relevant *meter* at the *small customer's* premises provided by the *responsible person* and determined in accordance with the *metering rules*;
 - (ii) on *metering data* provided for the relevant *meter* at the *small customer's* premises provided by the *responsible person* and determined in accordance with the *metering rules*;
 - (iii) on an estimation of the *small customer's* consumption of *energy*, as provided by clause 59; or
 - (iv) on any other method agreed by the *retailer* and the *small customer*, if the *retailer* has obtained the *explicit informed consent* of the *small customer*.
- (2) The *retailer* must use its best endeavours to ensure that actual readings of the *meter* are carried out as frequently as is required to prepare its bills consistently with the *metering rules* and in any event at least once every 12 months.
- (3) Despite subclauses (1) and (2), if there is no *meter* in respect of the *small customer's* premises, the *retailer* must base the *small customer's* bill on *energy data* that is calculated in accordance with applicable *energy laws*.

- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (6) Application of this clause to exempt persons
 - (a) Subclauses (1)(a), (2) and (3) of this clause apply to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4;
 - (b) Subclause (3) of this clause also applies to *exempt persons* in the following *category*:
VD6.

58 Bulk hot water charging

- (1) A *retailer* must issue bills to a *small customer* for the charging of the *energy* used in the delivery of bulk hot water in accordance with Schedule 4.
- (2) Where a *retailer* charges for *energy* in delivering either *gas bulk hot water* or *electric bulk hot water* to a *small customer*, the *retailer* must include at least the following information (as applicable) in the *small customer's* bill:
 - (a) the relevant *gas bulk hot water rate* applicable to the *small customer* in cents per litre;
 - (b) the relevant electricity rate(s) being charged to the *small customer* for the electricity consumed in the *electric bulk hot water* unit in cents per kWh;
 - (c) the relevant *electric bulk hot water conversion factor* for *electric bulk hot water* in kWh/kilolitre;
 - (d) the total amount of *gas bulk hot water* or *electric bulk hot water* in kilolitres or litres consumed in each period or class of period in respect of which the relevant *gas bulk hot water rate* or electricity tariffs apply to the *small customer* and, if the *small customer's meter* measures and records consumption data only on the accumulation basis, the dates and total amounts of the immediately previous and current *meter* readings or estimates;
 - (e) the deemed *energy* used for *electric bulk hot water* (in kWh); and
 - (f) separately identified charges for *gas bulk hot water* or *electric bulk hot water* on the *small customer's* bill.

59 Estimation as basis for bills (SRC, MRC and EPA)

- (1) A *retailer* must only base a *small customer's* bill on an estimation of the *small customer's* consumption of *energy* where:
 - (a) the *small customer* gives their *explicit informed consent* to the use of estimation by the *retailer*;
 - (b) the *retailer* is not able to reasonably or reliably base the bill on an actual *meter* reading; or
 - (c) *metering data* is not provided to the *retailer* by the *responsible person*.
- (2) Where estimations are permitted to be used as the basis for a *small customer's* bill, the estimations must be based on:
 - (a) the *small customer's* reading of the relevant *meter* (which may be a *customer read estimate*);
 - (b) historical *metering data* for the *small customer* reasonably available to the *retailer*; or
 - (c) the average usage of *energy* by a comparable *small customer* over the corresponding period, if there is no historical *metering data* for the *small customer*.

- (3) Despite clauses 57, 59(1), 59(2) and 63(1)(i), in the case of a *smart meter*, if a *retailer* is not able to reasonably or reliably base a bill on actual *metering data* collected from the *small customer's smart meter* for each trading interval, the *retailer* may provide the *small customer* with a bill that is either:
- (a) prepared using estimated and/or substituted *metering data* in accordance with applicable *energy laws*; or
 - (b) if estimated and/or substituted *metering data* is not available, prepared based on the *small customer's* historical billing or *metering data* or, where the *retailer* does not have the *small customer's* historical billing or *metering data*, the average usage of *energy* by a comparable *small customer* over the corresponding period covered by the estimated bill.
- (4) Subject to clause 63(1)(i), the *retailer* must inform the *small customer*, on the bill, that the bill is based on an estimation, and (if applicable) that the estimation is based on the *small customer's* reading of the relevant *meter* under subclause (2)(a).
- (5) If:
- (a) a *small customer* receives a bill based on an estimate, other than a *small customer's* reading of the relevant *meter*; and
 - (b) where the bill under subclause (5)(a) is for the supply of electricity, the consumption of electricity at the *small customer's* premises is not recorded by an interval *meter*, being a *meter* that records consumption derived from interval *metering data*,
- the *small customer* may request an adjusted bill based on the *small customer's* reading of the relevant *meter* (a **customer read estimate**) by providing the *retailer* with the *customer read estimate* before the *pay-by date* of the bill under subclause (5)(a).
- (6) On each occasion when the conditions in subclauses (5)(a) and, as applicable, (b) are met, the *retailer* must inform the *small customer* in writing:
- (a) that the *small customer* may request an adjusted bill in accordance with subclause (5);
 - (b) of any changes to the *small customer's* payment obligations if the *small customer* makes such a request; and
 - (c) how the *small customer* can obtain the information under subclause (7).
- (7) A *retailer* must make available to *small customers* at no charge and in clear, simple and concise language for the purposes of subclause (5):
- (a) guidance on how to read the *small customer's meter*;
 - (b) the types of information the *small customer* is required to provide when lodging the *customer read estimate*; and
 - (c) instructions on the methods by which the *small customer* can lodge the *customer read estimate*.
- (8) Where:
- (a) a *small customer* requests an adjustment to a bill based on an estimate in the circumstances set out in subclause (5) by providing the *retailer* with a *customer read estimate*;
 - (b) the *retailer* receives the *customer read estimate* before the *pay-by date* of the bill; and
 - (c) the *customer read estimate* is provided in accordance with the guidance and requirements provided by the *retailer* under subclause (7),
- the *retailer* must, promptly and at no extra charge, provide the *small customer* with an adjusted bill based on the *customer read estimate*.

- (9) If:
- (a) the *customer read estimate* was received on or after the *pay-by date* of the bill;
 - (b) the *customer read estimate* is not provided in accordance with the guidance and requirements provided by the *retailer* under subclause (7),
- the *retailer* may reject the *customer read estimate* and, if it does so, must promptly notify the *small customer* in writing of the specific reasons for its decision.
- Note:** For example, specific reasons that a *retailer* might provide for rejecting a *customer read estimate* for the purposes of subclause (9)(b) include:
- the number value of the *customer read estimate* provided for cumulative *energy* consumed is smaller than a previous actual read of the *meter*; or
 - where the *customer read estimate* is provided in the form of a photograph of the *meter*, that the *meter* display is not clearly visible or the photograph does not show the correct *meter* installed at the *small customer's* premises.
- (10) The *retailer* must set out a process under its standard complaints and dispute resolution procedures for a *small customer* to attempt to rectify a *customer read estimate* that is not accepted under subclause (9)(b).
- (11) If the *retailer* does not accept the *customer read estimate* under subclause (9), the *retailer* must inform the *small customer* in the same notice required to be provided under that subclause, that the *small customer* may:
- (a) lodge a dispute with the *energy ombudsman* where the *small customer* is not satisfied with the *retailer's* decision after the *small customer* has followed the process under subclause (10); and
 - (b) separately, request the *retailer* to review the bill under clause 69.
- (12) If under subclause (6)(b) a *retailer* has advised a *small customer* of changes to the *small customer's* payment obligations, and those changes include a new date for payment of the *small customer's* bill, any benefits provided under the *retailer's* contract with the *small customer* for payments made by the due date must be applied with respect to the new date for payment.
- (13) Without affecting subclause 57(2), if the *retailer* has issued the *small customer* with a bill based on an estimation and the *retailer* subsequently issues the *small customer* with a bill that is based on an actual *meter* reading or on *metering data*:
- (a) the *retailer* must include an adjustment on the later bill to take account of any overcharging of the *small customer* that has occurred; and
 - (b) unless the actual *meter* reading or *metering data* could not be obtained as a result of an act or omission by the *small customer*, the *retailer* must, if requested to do so by the *small customer*, offer the *small customer* time to pay any undercharged amount by agreed instalments, over a period being no longer than:
 - (i) the period during which an actual *meter* reading or *metering data* was not obtained, where that period is less than 12 months; or
 - (ii) in any other case, 12 months.
- (14) Where an attempt to read the *small customer's meter* is unsuccessful due to an act or omission of the *small customer*, and the *small customer* subsequently requests a *retailer* to replace an estimated bill with a bill based on an actual *meter* reading, the *retailer* must comply with that request but may pass through to that *small customer* any costs it incurs in doing so.
- (15) Application of this clause to standard retail contracts
- This clause applies in relation to *standard retail contracts*.

- (16) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for estimation as the basis for the *small customer's* bill.
- (17) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

60 Proportionate billing (SRC, MRC and EPA)

- (1) If a *small customer's* bill covers a period other than the *small customer's* usual billing cycle or a period during which the *small customer's* tariff changes, the *retailer* must charge in proportion to the relevant periods and clearly show relevant details on the bill.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

61 Bill smoothing (SRC and EPA)

- (1) Despite clauses 57 and 59, a *retailer* may, in respect of any 12 month period, provide a *small customer* with bills based on an estimation under a bill smoothing arrangement if and only if:
- (a) the amount payable under each bill is initially the same and is set on the basis of the *retailer's* initial estimate of the amount of *energy* the *small customer* will consume over the 12 month period;
- (b) that initial estimate is based on the *small customer's* historical billing data or, where the *retailer* does not have that data, average usage of *energy* by a comparable *small customer* calculated over the 12 month period;
- (c) in the seventh month:
- (i) the *retailer* re-estimates the amount of *energy* the *small customer* will consume over the 12 month period, taking into account any actual *meter* readings or actual *metering data* and relevant seasonal factors; and
- (ii) if there is a difference between the initial estimate and the re-estimate of greater than 10 per cent, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
- (d) at the end of the 12 month period, the *meter* is read or *metering data* is obtained and any undercharging or overcharging is adjusted under clause 70 or 71.
- (2) The *explicit informed consent* of the *small customer* is required for the *retailer's* billing on the basis referred to in subclause (1).
- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (4) Application of this clause to market retail contracts
This clause does not apply in relation to *market retail contracts*, but this subclause does not prevent a *retailer* from including bill smoothing arrangements in a *market retail contract*.

- (5) Application of this clause to exempt persons
This clause applies to *exempt persons* who choose to offer a bill smoothing arrangement to a *small customer* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

62 Frequency of bills (SRC and EPA)

- (1) A *retailer* must issue a bill to a *small customer* at least once every three months.
- (2) A *retailer* and a *small customer* may agree to a billing cycle with a regular recurrent period that differs from the *retailer's* usual recurrent period where the *retailer* obtains the *explicit informed consent* of the *small customer*. Under the agreement the *retailer* may impose an *additional retail charge* on the *small customer* for making the different billing cycle available.
- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (4) Application of this clause to exempt persons
Subclause (1) of this clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

63 Contents of bills (SRC, MRC and EPA)

- (1) A *retailer* must prepare a bill so that a *small customer* can easily verify that the bill conforms to their *customer retail contract* and must include the following particulars in a bill for a *small customer*:
- (a) the *small customer's* name and account number;
 - (b) the address of the *small customer's* premises for the sale of *energy* and the *small customer's* mailing address (if different);
 - (c) the *meter* identifier;
 - (d) the billing period;
 - (e) the *pay-by date* for the bill and the *bill issue date*;
 - (f) the total amount payable by the *small customer*, including amounts of any arrears or credits;
 - (g) tariffs and charges applicable to the *small customer*;
 - (h) the basis on which tariffs and charges are calculated;
 - (i) whether the bill was issued as a result of a *meter* reading or:
 - (i) in the case of a *meter* other than a *smart meter* or interval *meter*, an estimation; or
 - (ii) in the case of a *smart meter* or interval *meter*, an accumulated total of at least 48 hours of trading intervals are not billed on the basis of actual interval *metering data*; and,
 if issued as a result of a *meter* reading, the date of the *meter* reading;
 - (j) subject to subclause (1)(z), the values of *meter* readings (or, if applicable, estimations) at the start and end of the billing period;
 - (k) particulars of the average daily consumption during the billing period, including the average daily cost for each *smart meter* tariff component of the billing period;
 - (l) if a bill was issued by the same *retailer* for the corresponding billing period during the previous year, particulars of the average daily consumption during that previous billing period;
 - (m) the estimated date of the next scheduled *meter* reading (if applicable);

- (n) details of consumption or estimated consumption of *energy*;
- (o) in the case of a *small customer* with a *smart meter* and to the extent the data is available, consumption for each monthly period over the past 12 months to be presented in graph format;
- (p) for electricity bills, *bill benchmarking information* to the extent required by section 40R of the **Electricity Industry Act 2000**;
- (q) any amount deducted, credited or received under a government funded *energy* charge rebate, concession or relief scheme or under a *payment plan*;
- (r) if the *small customer* has provided a *security deposit*, the amount of that deposit;
- (s) details of the available payment methods;
- (t) reference to the availability of government funded *energy* charge rebate, concession or relief schemes;
- (u) a telephone number for account enquiries, the charge for which is no more than the cost of a local call;
- (v) a telephone number for complaints (which may be the same as that for account enquiries), the charge for which is no more than the cost of a local call;
- (w) a separate 24 hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call, being the telephone number for the *distributor* and giving the name of the *distributor*;
- (x) contact details of interpreter services in community languages;
- (y) any proportionate billing information in accordance with clause 60;
- (z) if a *small customer's* bill is derived from interval data from a *smart meter*:
 - (i) the *index read* at the end of the billing period;
 - (ii) the *index read* at the start of the billing period;
 - (iii) the actual tariffs; and
 - (iv) the total amount of electricity (in kWh) consumed in each period or class of period in respect of which a relevant tariff applies to a *small customer*;
- (aa) clear and simple information about the *price comparator* and how to access it, including a hyperlink on electronic bills; and
- (ab) for electricity bills only, clear and simple information expressed in plain language on how to access the *Victorian default offer* from the *retailer*, displayed in a conspicuous manner on the front page of the bill with the following text: 'The Victorian Default Offer is a reasonably priced electricity offer set by Victoria's independent regulator. Contact us on [phone number] to discuss the suitability of this plan for you'.

Note: Additional obligations in relation to the provision of metering information to *small customers* are contained in the *Electricity Metering Code* and the *Gas Distribution System Code*.

- (2) The *retailer* must include amounts billed for goods and services (other than the sale and supply of *energy*) in a separate bill or as a separate item in an *energy* bill.
- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (4) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*, except for subclause (1)(o).
- (5) Application of this clause to exempt persons
 - (a) This clause, except for subclauses (1)(k), (l), (m), (p), (q), (w), (x), (aa) and (bb) applies to *exempt persons* in the following categories:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4, except:

- (i) subclauses (1)(a), (b), (c), (i), (j), (n), (y), and (z) do not apply to *exempt persons* in the following *categories*:
VD3;
 - (ii) subclause (1)(o) does not apply to *exempt persons* in the following *categories*:
VD2, VD3, VD7, VR2, VR3 and VR4.
 - (iii) subclause (1)(r) does not apply to *exempt persons* in the following *categories*:
VD2, VD3, VR2, VR3 and VR4.
 - (iv) subclause (1)(t) does not apply to *exempt persons* in the following *categories*:
VD1, VD3, VD7, VR1.
- (b) Exempt persons in the following categories must include in a bill for a *small customer*, for electricity bills only, the following text displayed in a conspicuous manner on the front page of the bill: ‘*The Victorian Default Offer is a reasonably priced electricity offer set by Victoria’s independent regulator. The maximum price you can be charged is set at the level of the Victorian Default Offer.*’
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4

64 Greenhouse gas disclosure or benchmarking information on electricity customers’ bills

- (1) In accordance with section 40R of the **Electricity Industry Act 2000**, a *retailer* must include in each bill issued to a *small customer* for the supply or sale of electricity:
- (a) the information concerning greenhouse gas emissions as specified in the *Guideline: Electricity Industry – Greenhouse Gas Disclosure on Electricity Customers Bills*; or
 - (b) *bill benchmarking information*, where the *small customer* is a *residential customer*.

65 Pay-by date (SRC and EPA)

- (1) The *pay-by date* for a bill must not be earlier than 13 *business days* from the *bill issue date*.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause does not apply in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

66 Apportionment (SRC and EPA)

- (1) If a bill includes amounts payable for goods and services other than the sale and supply of *energy*, any payment made by a *small customer* in relation to the bill must be applied firstly in satisfaction of the charges for the sale and supply of *energy*, unless:
 - (a) the *small customer* otherwise directs; or
 - (b) another apportionment arrangement is agreed to by the *small customer*.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

67 In-home displays (SRC, MRC and EPA)

- (1) If a *retailer* provides an *in-home display* to a *small customer*, the *retailer* must provide information to the *small customer* setting out how any consumption and cost information displayed on the *in-home display* compares to the consumption and cost information on the *small customer's* bills.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *category*:
VR2.

68 Historical billing information (SRC, MRC and EPA)

- (1) A *retailer* must use its best endeavours to provide historical billing and *metering data* to a *small customer* for the previous two years within 10 *business days* of the *small customer's* request, or such other period they agree.
- (2) Historical billing data provided to the *small customer* for the previous two years must be provided without charge, but data requested for an earlier period or more than once in any 12 month period may be provided subject to a reasonable charge.
- (3) If a *small customer* with a *smart meter* makes a request for historical billing data or *metering data*, a *retailer* must provide interval data electronically, or by some other form, in a way which makes the information understandable or accessible to the *small customer*.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (6) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

69 Billing disputes (SRC, MRC and EPA)

- (1) A *retailer* must review a bill if requested to do so by the *small customer*.
- (2) The *retailer* must conduct the review in accordance with the *retailer's* standard complaints and dispute resolution procedures, including any time limits applicable under those procedures.
- (3) The *retailer* must inform the *small customer* of the outcome of the review as soon as reasonably possible but, in any event, within any time limits applicable under the *retailer's* standard complaints and dispute resolution procedures.
- (4) The *retailer* may require the *small customer* to pay:
 - (a) the lesser of:
 - (i) that portion of the bill under review that the *small customer* and the *retailer* agree is not the subject of review; or
 - (ii) an amount equal to the average amount of the *small customer's* bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any other bills that are properly due.

- (5) If the *small customer* requests that, in reviewing the bill, the *meter* reading or *metering data* be checked or the *meter* tested:
- (a) the *retailer* must, as the case may require:
 - (i) arrange for a check of the *meter* reading or *metering data*; or
 - (ii) request the *responsible person* to test the *meter*; and
 - (b) the *retailer* may require the *small customer* to pay for the cost of the check or test if the check or test shows that the *meter* or *metering data* was not faulty or incorrect.

Note: Additional obligations in relation to *meter* testing are contained in the *Electricity Metering Code* and *Gas Distribution System Code*.

- (6) For the purposes of subclause (5), a *small customer* request made under clause 59(5) is not to be treated as a request for the *meter* reading or *metering data* to be checked or the *meter* tested.
- (7) Where, after conducting a review of the bill, the *retailer* is satisfied that it is:
- (a) correct, the *retailer* may require the *small customer* to pay the amount of the bill that is still outstanding; or
 - (b) incorrect, the *retailer*:
 - (i) must adjust the bill in accordance with clauses 70 or 71, as the case requires; and
 - (ii) may require the *small customer* to pay the amount (if any) of the bill that is still outstanding.
- (8) The *retailer* must inform the *small customer* that the *small customer* may lodge a dispute with the *energy ombudsman* after completion of the *retailer's* review of a bill, where the *small customer* is not satisfied with the *retailer's* decision in the review and the *retailer's* action or proposed action under subclause (7).
- (9) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (10) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (11) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

70 Undercharging (SRC, MRC and EPA)

- (1) Subject to subclause (2), where a *retailer* has undercharged a *small customer*, it may recover from the *small customer* the amount undercharged.
- (2) Where a *retailer* proposes to recover an amount undercharged the *retailer* must:
- (a) unless the amount was undercharged as a result of the *small customer's* fault or unlawful act or omission, limit the amount to be recovered to the amount undercharged in the four months before the date the *small customer* is notified of the undercharging;
 - (b) not charge the *small customer* interest on that amount;
 - (c) state the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount; and
 - (d) offer the *small customer* time to pay that amount by agreed instalments, over a period nominated by the *small customer* being no longer than:
 - (i) the period during which the undercharging occurred, if the undercharging occurred over a period of less than 12 months; or
 - (ii) 12 months, in any other case.

- (3) If during the period that a *retailer* has undercharged a *small customer* the *small customer's* tariff changes, the *retailer* must charge the *small customer* at the original and changed tariffs in proportion to the relevant periods during which the original and changed tariffs were in effect.
- (4) To avoid doubt, a reference in this clause to undercharging by a *retailer* includes a reference to a failure by the *retailer* to issue a bill.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (6) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (7) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

71 Overcharging (SRC, MRC and EPA)

- (1) Where a *small customer* has been overcharged by an amount equal to or above the overcharge threshold, the *retailer* must inform the *small customer* accordingly within 10 *business days* after the *retailer* becomes aware of the overcharging.
- (2) If the amount overcharged is equal to or above the overcharge threshold, the *retailer* must:
 - (a) repay that amount as reasonably directed by the *small customer*;
 - (b) if there is no such reasonable direction, credit that amount to the next bill; or
 - (c) if there is no such reasonable direction and the *small customer* has ceased to obtain *customer retail services* from the *retailer*, use its best endeavours to refund that amount within 10 *business days*.

Note: Money not claimed is to be dealt with by the *retailer* in accordance with the relevant unclaimed money legislation.
- (3) If the amount overcharged is less than the overcharge threshold, the *retailer* must:
 - (a) credit that amount to the next bill; or
 - (b) if the *small customer* has ceased to obtain *customer retail services* from the *retailer*, use its best endeavours to refund that amount within 10 *business days*.
- (4) No interest is payable on an amount overcharged.
- (5) If the *small customer* was overcharged as a result of the *small customer's* unlawful act or omission, the *retailer* is only required to repay, credit or refund the *small customer* the amount the *small customer* was overcharged in the 12 months before the error was discovered.
- (6) The overcharge threshold is \$50 or such other amount as the *Commission* determines under subclause (7).
- (7) The *Commission* may from time to time determine a new overcharge threshold after consultation with *retailers* and other relevant stakeholders.
- (8) The *Commission* must publish the current overcharge threshold on its website.
- (9) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (10) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (11) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

72 Payment methods for retailers (SRC and MRC)

- (1) A *retailer* must accept payment for a bill by a *small customer* in any of the following ways:
 - (a) in person;
 - (b) by telephone;
 - (c) by mail;
 - (d) by direct debit;
 - (e) by electronic funds transfer.
- (2) A *residential customer*:
 - (a) applying for or on a *standard retail contract*; or
 - (b) on a *market retail contract*,may request the *retailer* to permit payment by Centrepay as a payment option and, subject to clause 146, the *retailer* may elect to permit this option.
- (3) Where a direct debit arrangement is to be entered into between a *retailer* and a *small customer*:
 - (a) the *retailer* and the *small customer* must agree the amount, initial date and frequency of the direct debits; and
 - (b) the *explicit informed consent* of the *small customer* is required for entering into the arrangement.
- (4) Where a direct debit arrangement is entered into between a *retailer* and a *small customer*, the *retailer* must:
 - (a) notify the *small customer* in writing that if the *small customer* requests the *retailer* to cease to rely on the arrangement, the *retailer* will no longer rely on the direct debit authority;
 - (b) terminate the arrangement on being requested by the *small customer* to do so; and
 - (c) if a *last resort event* occurs in respect of the *retailer*, the *retailer* must immediately cancel the direct debit arrangement and notify both the *small customer* and the financial institution of the cancellation.
- (5) A *retailer* must accept payments by a *small customer* for a bill in advance.
- (6) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (7) Application of this clause to market retail contracts
This clause (other than subclause (1)) applies in relation to *market retail contracts*.

73 Payment methods for exempt persons (EPA)

- (1) An *exempt person* must offer a *small customer* at least two of the following payment methods:
 - (a) in person;
 - (b) by telephone;
 - (c) by mail;
 - (d) by electronic funds transfer;
 - (e) by direct debit.
- (2) An *exempt person* must offer each *small customer* at least one payment method which does not require internet access.
- (3) If the *exempt person* offers direct debit as a payment method, the *exempt person* must offer two payment methods in addition to direct debit to the *small customer*.

- (4) An *exempt person* must accept payment for a bill from a *small customer* in advance.
- (5) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

74 Receipts (EPA)

- (1) An *exempt person* must provide a person who purchases electricity from them with a receipt for any amount paid for electricity, except where payment has been made by:
 - (a) direct debit; or
 - (b) credit card over the phone or internet and the person is provided with a receipt number.
- (2) If a person purchases electricity from an *exempt person* and pays for the electricity together with a payment for rent, the *exempt person* must either:
 - (a) separately identify the payment for electricity on the rent receipt; or
 - (b) produce a separate receipt for the electricity payment.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

75 Shortened collection cycles (SRC, MRC and EPA)

- (1) A *retailer* may place a *small customer* on a shortened collection cycle with the agreement of the *small customer*.
- (2) Otherwise, a *retailer* may place a *small customer* on a shortened collection cycle only if:
 - (a) in the case of a *residential customer* – the *residential customer* is not receiving assistance under Part 6;
 - (b) the *retailer* has given the *small customer* a *reminder or warning notice* for two consecutive bills; and
 - (c) before the second *reminder or warning notice*, the *retailer* has given the *small customer* a notice informing the *small customer* that:
 - (i) receipt of the second *reminder or warning notice* may result in the *small customer* being placed on a shortened collection cycle;
 - (ii) being on a shortened collection cycle means the *small customer* will not receive a *reminder notice* until the *small customer* has paid three consecutive bills in the *small customer*'s billing cycle by the *pay-by date*;
 - (iii) failure to make a payment may result in arrangements being made for *disconnection* of the supply of *energy* without a further *reminder notice*;
 - (iv) alternative payment arrangements may be available; and
 - (v) the *small customer* may obtain further information from the *retailer* (on a specified telephone number).
- (3) The *retailer* must, within 10 *business days* of placing the *small customer* on a shortened collection cycle, give the *small customer* notice that:
 - (a) the *small customer* has been placed on a shortened collection cycle;
 - (b) the *small customer* must pay three consecutive bills in the *customer*'s billing cycle by the *pay-by date* in order to be removed from the shortened collection cycle; and
 - (c) failure to make a payment may result in arrangements being made for *disconnection* of the supply of *energy* without a further *reminder notice*.

- (4) The *retailer* must remove the *small customer* from the shortened collection cycle as soon as practicable after the *small customer* pays three consecutive bills in the *small customer's* billing cycle by the *pay-by date*, unless the *small customer* requests that this not be done.
- (5) In this clause:
reminder or warning notice means a *reminder notice* or a *disconnection warning notice*.
- (6) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (7) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (8) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD7 and VR1.

76 Request for final bill (SRC and EPA)

- (1) If a *small customer* requests the *retailer* to arrange for the preparation and issue of a final bill for the *small customer's* premises, the *retailer* must use its best endeavours to arrange for:
 - (a) a *meter* reading; and
 - (b) the preparation and issue of a final bill for the premises in accordance with the *small customer's* request.

Note: Clause 191 makes provision for the issue of a final bill where the *small customer* requests *disconnection* of the premises.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to exempt persons
This clause, except for subclause (1)(a) applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

77 Additional retail charges (SRC, MRC and EPA)

- (1) A *retailer* may impose an *additional retail charge* on a *small customer*:
 - (a) if their *energy* contract is a *market retail contract*, whether or not the imposition of an *additional retail charge* is expressly provided for in a term or condition set out in this code of practice; and
 - (b) otherwise, only where the imposition of an *additional retail charge* is expressly provided for in a term or condition set out in this code of practice.
- (2) The amount of any *additional retail charge* must be fair and reasonable having regard to related costs incurred by the *retailer*.
- (3) In this clause and throughout this code of practice:
additional retail charge means a charge relating to the sale of *energy* by a *retailer* to a *customer* other than a charge based on the tariff applicable to the *customer* and which must be calculated in accordance with clause 77 of this code of practice.
To avoid doubt:
 - (a) any network charge relating to the supply, but not sale, of *energy* to a *customer's* supply address is not an *additional retail charge* (whether or not the network charge is bundled in the *retailer's* tariff);

- (b) without limiting subclause (a), any charge the *retailer* may impose as a direct pass through of a distribution tariff, standard control or alternative control service charge for electricity, ancillary reference tariff for gas or other charge imposed on the *retailer* by a *distributor* for *connection* to, or use of, the *distributor's* distribution system is not an *additional retail charge*; and
 - (c) any amount payable by a *customer* to a *retailer* for the *customer's* breach of their *customer retail contract*, whether under an *agreed damages term* or otherwise, is not an *additional retail charge*.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
 - (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
 - (6) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.
- 78 Merchant service fees (MRC and EPA)**
- (1) Where a *residential customer* pays the *retailer's* bill using a method that results in the *retailer* incurring a merchant service fee, the *retailer* may recover the amount of that fee from the *residential customer*.
 - (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
 - (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.
- 79 Dishonoured payments (SRC, MRC and EPA)**
- (1) If a *residential customer* pays the *retailer's* bill and that payment is dishonoured or reversed through fault of the *residential customer*, resulting in the *retailer* incurring a fee, the *retailer* may recover that fee from the *residential customer*.
 - (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
 - (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
 - (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.
- 80 Guaranteed service level payments (SRC and MRC)**
- (1) Where a *distributor* makes a payment required to be made by clause 6 of the *Electricity Distribution Code* via the *retailer*, the *retailer* must apply the payment to the *small customer's* account within 10 *business days*:
 - (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
 - (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

Division 2 Standard retail contracts – tariff changes**81 Obligations on retailers (SRC)**

- (1) Where during a billing cycle a *small customer* changes from one type of tariff to another type of tariff for *customer retail services*, the *retailer* must (if it is necessary to do so due to the change in the type of tariff applying to that *small customer*):
 - (a) obtain a *meter* reading (or *metering data*) at the time the type of tariff changes; and
 - (b) calculate the *small customer's* bill using the type of tariff applying:
 - (i) the old type of tariff up to but not including the date of the *meter* reading; and
 - (ii) the new type of tariff from and including the date of the *meter* reading.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.

82 Customer request for change of tariff (SRC)

- (1) Where a *retailer* offers alternative tariffs or tariff options and a *small customer*:
 - (a) requests a *retailer* to transfer from that *small customer's* current tariff to another tariff; and
 - (b) demonstrates to the *retailer* that it satisfies all of the conditions relating to that other tariff and any conditions imposed by the *small customer's distributor*, the *retailer* must transfer the *small customer* to that other tariff within 10 *business days* of satisfying those conditions.
- (2) Where a *small customer* transfers from one tariff type to another, the effective date of the transfer is:
 - (a) subject to subclause (2)(b), the date on which the *meter* reading was obtained; or
 - (b) where the transfer requires a change to the *meter* at the *small customer's* premises, the date the *meter* change is completed.
- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.

83 Change in use (SRC)

- (1) A *small customer* must notify its *retailer* of a change in use of the *small customer's* premises.
- (2) Where a *small customer* notifies a *retailer* of a change in use of the *small customer's* premises, the *retailer* may require the *small customer* to transfer to a tariff applicable to the *small customer's* use of that premises with effect from the date on which the *retailer* notifies the *small customer* of the new tariff.
- (3) If a *small customer* fails to give notice of a change in use of the *small customer's* premises, the *retailer* may, upon giving notice to the *small customer*, transfer the *small customer* to the applicable tariff with effect from the date on which the change of use occurred.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.

Division 3 Customer retail contracts – security deposits**84 Consideration of credit history (SRC, MRC and EPA)**

- (1) For the purpose of deciding whether to require a *small customer* to provide a *security deposit* under clause 85 a *retailer* must:
 - (a) request the *small customer* to provide the *retailer* with:
 - (i) permission to obtain a credit check of the credit history of the *small customer*; and

- (ii) other information relating to the credit history of the *small customer*; and
- (b) take into consideration:
 - (i) any credit history obtained as a result of the credit check;
 - (ii) any credit history provided by the *small customer*; and
 - (iii) any other available information that relates to the credit history of the *small customer*,that is reasonably required for the *retailer* to assess the ability of the *small customer* to meet the *customer's* financial obligations under a *small customer retail contract*.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for payment of a *security deposit*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD7 and VR1.

85 Requirement for security deposit (SRC, MRC and EPA)

- (1) Subject to subclauses (2), (3) and (4) a *retailer* may only require a *small customer* to provide a *security deposit*:
 - (a) in the case of a *residential customer* – at the time the *small customer* requests the sale and supply of *energy* under a *customer retail contract* and not during the currency of the *customer retail contract*; and
 - (b) in the case of a *small business customer* – at the time the *small business customer* requests the sale and supply of *energy* under a *customer retail contract* or during the currency of the *customer retail contract*.
- (2) A *retailer* cannot require a *small customer* to provide a *security deposit* unless:
 - (a) the *small customer* owes money to that *retailer* in relation to the sale and supply of *energy* to any premises, unless the bill relating to the amount owed is:
 - (i) under review by the *retailer* under clause 69; or
 - (ii) under consideration by the *energy ombudsman* as referred to in that clause;
 - (b) the *small customer* has fraudulently acquired or intentionally consumed *energy* otherwise than in accordance with the *energy laws* within the past two years;
 - (c) the *small customer* has refused or failed to provide *acceptable identification* to the *retailer*;
 - (d) the *retailer* reasonably considers that the *small customer* has an unsatisfactory credit history;
 - (e) in the case of a *small business customer*, the *retailer* reasonably considers that the *small business customer* has (in respect of the business):
 - (i) no history of paying *energy* accounts; or
 - (ii) an unsatisfactory record in relation to the payment of *energy* accounts; or
 - (f) the *small customer* has refused or failed to provide the *retailer* with the permission or other information requested under clause 84(1)(a).

- (3) A *retailer* cannot require a *residential customer* to provide a *security deposit* if the *residential customer*:
- (a) is a *residential customer* receiving assistance under Division 2 (Tailored assistance) of Part 6 (Assistance for residential customers anticipating or facing payment difficulties); or
 - (b) if the *residential customer* has formally applied for a *Utility Relief Grant* and a decision on the *application* has not been made.
- (4) A *retailer* cannot require a *residential customer* to provide a *security deposit* unless the *retailer* has offered the *residential customer* the option of a *payment plan* and the *residential customer* has either declined the offer or failed to pay an instalment having accepted the offer and the *retailer* has otherwise complied with Part 6 (Assistance for residential customers anticipating or facing payment difficulties).
- (5) If the *retailer* requires a *security deposit* on the basis that the *small customer* has an unsatisfactory credit history, the *retailer* must inform the *small customer*:
- (a) that the *retailer* has decided the *small customer* has an unsatisfactory credit history;
 - (b) the reasons for the *retailer's* decision; and
 - (c) of the *small customer's* rights to dispute the decision of the *retailer*.
- (6) A *retailer* must not refuse to sell *energy* on the grounds of non-payment or partial payment of a *security deposit* but may:
- (a) arrange to *disconnect* premises in accordance with section 40SN of the **Electricity Industry Act 2000** or section 48DP of the **Gas Industry Act 2001**; or
 - (b) refuse to arrange *re-connection* of premises.
- (7) Subject to subclause (6), payment or partial payment of a *security deposit* is not a pre-condition to the formation of a *standard retail contract*.
- (8) In considering whether to require a *small customer* who is an *affected customer* to pay a *security deposit* the *retailer* must take into account the particular circumstances of that *affected customer*.
- (9) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (10) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for payment of a *security deposit*.
- (11) Application of this clause to exempt persons
This clause, other than subclause (8), applies to *exempt persons* in the following *categories*:
VD1, VD7 and VR1.

86 Payment of security deposit (SRC, MRC and EPA)

- (1) Security deposit must be paid
A *small customer* who is required under clause 85 to pay a *security deposit* to a *retailer* is obliged to pay the *security deposit* when requested by the *retailer* to do so.
- (2) Re-connection may be refused for non-payment of security deposit
A *retailer* may refuse to arrange the *re-connection* of a *small customer's* premises if a required *security deposit* remains unpaid and the *small customer's* premises have been *disconnected* for that reason.

- (3) Security deposit account
A *retailer* must keep *security deposits* in a separate account and separately identify in its company accounts the value of *security deposits* that it holds for *small customers*.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (5) Application of this clause to market retail contracts
Subclause (3) applies in relation to *market retail contracts*.
- (6) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following categories:
VD1, VD7 and VR1.

87 Amount of security deposit (SRC and EPA)

- (1) A *retailer* must ensure that the amount of a *security deposit* for a *small customer* is not greater than 37.5% of the *small customer's* estimated bills over a 12 month period, based on:
 - (a) the *small customer's* billing history; or
 - (b) the average usage of *energy* by a comparable *small customer* over a comparable 12 month period.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following categories:
VD1, VD7 and VR1.

88 Interest on security deposit (SRC, MRC and EPA)

- (1) If a *retailer* has received a *security deposit* from a *small customer*, the *retailer* must pay interest to the *small customer* on the deposit at the bank bill rate.
- (2) Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- (3) For the purposes of this clause, bank bill rate means a daily published rate no less than the pre-tax rate of return the *retailer* would earn over the period the *retailer* retains the *security deposit* if it were invested in bank bills that have a term of 90 days.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for payment of a *security deposit*.
- (6) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following categories:
VD1, VD7 and VR1.

89 Use of security deposit (SRC and EPA)

- (1) A *retailer* may apply a *security deposit* to offset amounts owed to it by a *small customer* if and only if:
 - (a) the *small customer* fails to pay a bill and the failure results in *disconnection* of the *small customer's* premises by the *retailer* and there is no contractual right to *re-connection*; or
 - (b) in relation to the issue of a final bill:
 - (i) the *small customer* vacates the premises; or

- (ii) the *small customer* requests *disconnection* of the premises; or
 - (iii) the *small customer* transfers to another *retailer*.
- (2) If a final bill includes amounts payable for goods and services provided by the *retailer* other than for the sale of *energy*, the *retailer* must apply the *security deposit* firstly in satisfaction of the charges for the sale of *energy*, unless:
- (a) the *small customer* otherwise directs; or
 - (b) another apportionment arrangement is agreed to by the *small customer*.
- (3) The *retailer* must account to the *small customer* in relation to the application of a *security deposit* amount within 10 *business days* after the application of the *security deposit*.
- (4) A reference in this clause to a *security deposit* includes a reference to any accrued interest on the *security deposit*.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (6) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD7 and VR1.

90 Obligation to return security deposit (SRC and EPA)

- (1) If a *small customer* has been required by a *retailer* to pay a *security deposit*, the *retailer* must repay to the *small customer* in accordance with the *small customer's* reasonable instructions the amount of the *security deposit*, together with accrued interest, within 10 *business days* after the *small customer*:
- (a) completes one year's payment (in the case of a *residential customer*) or two years' payment (in the case of a *small business customer*) by the *pay-by dates* for the *retailer's* bills; or
 - (b) vacates the relevant premises, requests *disconnection* of the premises or transfers to another *retailer*, where the *security deposit* or any part of it is not required in settlement of the final bill referred to in clause 89(1)(b).
- (2) If no reasonable instructions are given by the *small customer*, a *retailer* must credit the amount of the *security deposit*, together with accrued interest, on:
- (a) in a case to which subclause (1)(a) applies – the *small customer's* next bill; or
 - (b) in a case to which subclause (1)(b) applies – the *small customer's* final bill.
- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD7 and VR1.

Division 4 Key requirements for market retail contracts and exempt person arrangements

91 Definitions

In this Division:

fixed price period means an initial fixed period during which a *retailer* is prohibited from increasing tariffs under the terms of a *market retail contract*;

fixed price period contract means a *market retail contract* that provides that the *retailer* will not increase tariffs during a *fixed price period* of not less than 12 months;

fixed term retail contract means a *market retail contract* or an *exempt person arrangement* that contains a term or condition that specifies:

- (a) the date on which the contract or arrangement will end; or
- (b) a method for calculating the date on which the contract or arrangement will end and which is ascertainable at the time the contract is entered into.

Note: Clause 99 of this code of practice provides that the length of a *fixed term retail contract* must be not less than 12 months.

92 Tariffs and charges (MRC and EPA)

- (1) This clause sets out some minimum requirements that are to apply in relation to the terms and conditions of *market retail contracts* and *exempt person arrangement*.
- (2) A *retailer* must set out in a *market retail contract* or an *exempt person arrangement* with a *small customer* all tariffs and charges payable by the *small customer*.
- (3) The *retailer* must give notice to the *small customer* of any variation to the tariffs and charges that affects the *small customer*.
- (4) The notice must be given as soon as practicable, and otherwise no later than the *small customer's* next bill.
- (5) The *retailer* must set out in the *market retail contract* the obligations with regard to notice that the *retailer* must comply with where the tariffs and charges are to be varied.
- (6) Any variation of the terms and conditions of a *market retail contract* must not be inconsistent with the requirements of this code of practice in relation to the variation of *market retail contracts*.
- (7) Application of this clause to market retail contracts
Subclauses (1), (2), (5) and (6) apply in relation to *market retail contracts*.
- (8) Application of this clause to exempt persons
Subclauses (1), (2), (3) and (4) of this clause applies to *exempt persons* in the following categories:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

93 Variations to market retail contracts (MRC)

- (1) The structure and nature of the tariff of a *market retail contract* between a *small customer* and a *retailer* must only be varied by agreement in writing between the *small customer* and the *retailer*.
Note: The *retailer* may be required to obtain the *small customer's explicit informed consent* in order to vary a *market retail contract* if provided for by a provision of this Code of Practice.
- (2) If the structure or nature of the tariff changes in accordance with a term or condition of a *customer retail contract* previously agreed between the *small customer* and the *retailer* or in accordance with the Advanced Metering Infrastructure (Retail and Network Tariffs) Order 2021, no further agreement is required between the *retailer* and the *small customer* to effect such tariff change, provided that, where the contract is a *market retail contract*, the *small customer* had given its *explicit informed consent* to the inclusion of the relevant term or condition in the *customer retail contract*.
- (3) For the avoidance of doubt, if the tariff and terms and conditions of a *dual fuel contract* vary on *disconnection* by a *retailer* of a *residential customer's* gas in accordance with and as contemplated by a *disconnection warning notice*, no further agreement is required.
- (4) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

94 Price certainty: Price increases must only be made on a network tariff change date or annually after a fixed price period (MRC)

- (1) The objective of this clause is to provide *small customers* with certainty that tariffs payable under a *market retail contract* (other than an *exempt market retail contract*) can be increased by a *retailer* only on a *network tariff change date* or as otherwise permitted by this clause.
- (2) Subject to subclauses (3), (5), (6) and (7), a *retailer* must not increase any of the tariffs payable by a *small customer* under a *market retail contract* except with effect from a *network tariff change date*.
- (3) Subclause (2) does not permit a *retailer* to increase any tariffs payable by a *small customer* under a *market retail contract* with effect from a *network tariff change date* if:
 - (a) the contract is a *fixed price period contract*; or
 - (b) the *retailer* is otherwise prohibited from doing so under the terms and conditions of the *market retail contract*.
- (4) Subject to subclauses (5), (6) and (7), a *retailer* must not increase any of the tariffs payable by a *small customer* under a *fixed price period contract* except with effect from:
 - (a) the date on which the *fixed price period* expires; and
 - (b) each anniversary of that date.
- (5) Subclauses (2) and (4) do not apply to tariffs payable by a *small customer* under an *exempt market retail contract* provided that, for an *exempt market retail contract* entered into on or after 1 July 2020, the *retailer* has complied with its obligations under clauses 26(4) and 118 of this code of practice to obtain the *small customer's explicit informed consent* to enter into that *exempt market retail contract*.

Note: *Exempt market retail contract* is defined in clause 117 of this code of practice.

- (6) In the event that a *VDO price determination* is varied on account of an event that was uncertain or unforeseen by the *Commission*, subclauses (2) and (4) do not prevent a *retailer* from increasing any tariffs charged under a *market retail contract* with effect from the date one month after the date on which the variation to the *VDO price determination* takes effect.

Note: Clause 13(3)(a) of the *VDO Order* permits the *Commission* to vary a *VDO price determination* if an uncertain or unforeseen event has occurred or will occur.

- (7) Subclauses (2) and (4) do not prevent a *retailer* from increasing any tariffs charged under a *market retail contract* at any time where:
 - (a) the increase to the tariff is a direct result of, and does no more than to give effect to, a tariff reassignment by the *distributor*; or
 - (b) the *market retail contract* is in respect of more than one premises and:
 - (i) the *customer* is or would be a *small customer* in relation to at least one of those premises; and
 - (ii) the aggregate of the actual or estimated annual consumption level of the relevant premises is higher than:
 - (A) in the case of electricity – the upper consumption threshold provided for in an Order made under section 35(5) of the **Electricity Industry Act 2000**;
 - (B) in the case of gas – the upper consumption threshold provided for in an Order made under section 42(5) of the **Gas Industry Act 2001**.

Notes: As to the upper consumption thresholds for *small customers*, see the notes under the definition of '*small customer*' in clause 3.

This clause does not apply in relation to changes to any feed-in tariffs payable to *small customers*.

This clause does not prevent a *retailer* from changing the tariffs of plans that it offers, advertises or markets to *customers* at any time.

- (8) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

95 Pay-on-time discounts to be capped (MRC)

- (1) Any *pay-on-time discount* in a *market retail contract* must not exceed the amount that the *Commission* specifies in a guideline published under section 13 of the **Essential Services Commission Act 2001** that is in effect at the time that the contract is entered into.
- (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

96 Fixed benefit period to apply for duration of market retail contract (MRC)

- (1) If a *market retail contract* provides for a discount, rebate or credit (including a *conditional discount*) to be made available to the *small customer* for a *fixed benefit period*, the *retailer*:
- (a) must continue to make that discount, rebate or credit available; and
- (b) must not change the amount of that discount, rebate or credit, throughout the term of that contract.
- (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

97 Cooling off period and right of withdrawal (MRC and EPA)

- (1) Right of withdrawal
A *small customer* who enters into a *market retail contract* or an *exempt person arrangement* with a *retailer* has the right to withdraw from the contract in accordance with this clause.
- (2) When right of withdrawal may be exercised
The right of withdrawal may be exercised within the period of 10 *business days* (the **cooling off period**) commencing with the date the *small customer*:
- (a) receives the *required information* about the contract; or
- (b) enters into the *exempt person arrangement*.
- (3) Customer's agreement or acceptance is not a bar to withdrawal
The right of withdrawal may be exercised even though the *small customer* agreed to or accepted the contract or the *exempt person arrangement*.
- (4) How right of withdrawal may be exercised
The *small customer* withdraws from the contract or arrangement on the *exempt person arrangement* by informing the *retailer* orally or in writing of the *small customer's* intention to withdraw from the contract or arrangement.
- (5) Rights and obligations to be set out in contract
A *retailer* must include in each *market retail contract* or *exempt person arrangement* it enters into with a *small customer* express provisions setting out the rights and obligations provided for by this clause.
- (6) Record of withdrawal
A *retailer* must create a record of each withdrawal, and the provisions of clause 8 of the code of practice apply in relation to a record of withdrawal as if it were a record of *explicit informed consent*.
- (7) Effect of withdrawal
Withdrawal from a *market retail contract* or an *exempt person arrangement* operates as a rescission of the contract or arrangement.

- (8) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (9) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

98 Notice of benefit change (EPA)

- (1) If an *exempt person arrangement* provides for a *benefit change*, the *exempt person* must, in accordance with this clause, notify the *small customer* of each *benefit change*.
- (2) The notice of *benefit change* must be given:
 - (a) in writing; and
 - (b) no earlier than 40 *business days* and no later than 20 *business days* before the date the *benefit change* takes effect.
- (3) The notice of the *benefit change* must state:
 - (a) the *small customer's* metering identifier; and
 - (b) that a *benefit change* will occur and the date *benefit change* will take effect.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VR1, VR2, VR3 and VR4.

99 Duration of fixed term retail contracts (MRC)

- (1) A *fixed term retail contract* must provide for a contract length of not less than 12 months.
- (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

100 Retailer notice of end of fixed term retail contract (MRC and EPA)

- (1) This clause applies to *fixed term retail contracts*.
- (2) A *retailer* must, in accordance with this clause, notify a *small customer* with a *fixed term retail contract* that the contract or arrangement is due to end.
- (3) The notice must be given no earlier than 40 *business days* and no later than 20 *business days* before the end date of the contract or arrangement.
- (4) The notice must state:
 - (a) the date on which the contract or arrangement will end;
 - (b) details of the prices, terms and conditions applicable to the sale of *energy* to the premises concerned under a *deemed contract*;
 - (c) the *small customer's* options for establishing a *customer retail contract* (including the availability of a *Victorian default offer* or *standing offer*) or *exempt person arrangement*; and
 - (d) the consequences for the *small customer* if the *small customer* does not enter into a *customer retail contract* (whether with that or another *retailer*) or *exempt person arrangement*, including the entitlement of the *retailer* to arrange for the *disconnection* of the premises and details of the process for *disconnection*.
- (5) The *retailer* is not required to give the notice where the *small customer* has already entered into a new contract with the *retailer*, or has given instructions to the *retailer* as to what actions the *retailer* must take at the end of the contract.
- (6) A *retailer* must, for a *fixed term retail contract*, include a term or condition to the effect that the *retailer* will:
 - (a) notify the *small customer* that the contract is due to end; and

- (b) give such notice no earlier than 40 *business days* and no later than 20 *business days* before the end of the contract.
- (7) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (8) Application of this clause to exempt persons
Subclauses (1), (2), (3), (4) and (5) (except for (4)(b)) of this clause apply to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

101 Early termination charges and agreed damages terms (MRC)

- (1) A term or condition of a *fixed term retail contract* has no effect to the extent that it provides for payment of an early termination charge or *agreed damages term* (however described), unless:
 - (a) the contract includes details of the amount or manner of calculation of the early termination charge or *agreed damages term*; and
 - (b) subject to subclause (7), the early termination charge or *agreed damages term* is a reasonable estimate of the costs to the *retailer* resulting from the early termination or other event the subject of the *agreed damages term*.
- (2) For the purposes of subclause (1)(b), the costs to the *retailer* are the reasonable costs incurred or to be incurred by the *retailer*, and do not include costs based on lost supply or lost profits.
- (3) Subject to subclause (4), a term or condition of a *market retail contract* that is not a *fixed term retail contract* has no effect to the extent that it provides for the payment of an early termination charge (however described).
- (4) Subclauses (1) and (3) do not prevent the imposition of an early termination charge due to the early termination of a *fixed benefit period*, even if this coincides with the termination of the *market retail contract*.
- (5) An early termination charge (however described), payable where a *small customer* terminates a *fixed benefit period* early, only has effect if:
 - (a) the contract includes details of the amount or manner of calculation of the early termination charge; and
 - (b) subject to subclause (7) the early termination charge is a reasonable estimate of the costs to the *retailer* resulting from the early termination.
- (6) For the purposes of subclause (5)(b), the costs to the *retailer* are the reasonable costs incurred or to be incurred by the *retailer*, and do not include costs based on lost supply or lost profits.
- (7) Any amount of an early termination charge must be determined by reference to, and must not exceed, the total of the following direct costs incurred by the *retailer* in relation to that particular *small customer* which remain unamortised at the time of termination:
 - (a) pro-rata costs of procuring the *small customer* to enter into the contract; and
 - (b) unless the early termination was a direct consequence of the *small customer* exercising the *small customer's* right to opt-out of a *demand retail tariff* in accordance with clause 8 of the Advanced Metering Infrastructure (Retail and Network Tariffs) Order 2021, \$20, which is deemed to comprise:
 - (i) the additional costs of giving effect to the early termination of the contract, final billing and ceasing to be responsible for the *small customer's* premises; and
 - (ii) the value of any imbalance in the *retailer's* electricity or gas hedging program that is attributable to that breach of contract.
- (8) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

102 Small customer complaints and dispute resolution information (MRC and EPA)

- (1) A *retailer* must include, as a minimum requirement in relation to the terms and conditions of a *market retail contract*, provisions to the effect of the following:
 - (a) the *small customer* may, if they have a query, complaint or dispute, contact the *retailer*;
 - (b) the *retailer* is obliged to handle a complaint made by a *small customer* in accordance with the *retailer's* standard complaints and dispute resolution procedures, which can be found on the *retailer's* website or provided to the *small customer* on request;
 - (c) the *retailer* must inform the *small customer* of the outcome of the *small customer's* complaint; and
 - (d) if the *small customer* is not satisfied with the *retailer's* response to the *small customer's* complaint, the *small customer* has a right to refer the complaint or dispute to the *energy ombudsman*.
- (2) The provisions required to be included in the *market retail contract* must provide the *retailer's* contact details for the *small customer* to contact the *retailer* in connection with a query, complaint or dispute.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to all *categories* of *exempt persons*.

103 Liabilities and immunities (MRC and EPA)

- (1) A *retailer* must not include any term or condition in a *market retail contract* or an *exempt person arrangement* with a *small customer* that limits the liability of the *retailer* for breach of the contract or negligence by the *retailer*.
- (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

104 Indemnities (MRC and EPA)

- (1) A *retailer* must not include any term or condition in a *market retail contract* or an *exempt person arrangement* with a *small customer* under which the *small customer* indemnifies the *retailer*, so that the *retailer* may recover from the *small customer* an amount greater than the *retailer* would otherwise have been able to recover at general law for breach of contract or negligence by the *small customer* in respect of the contract.
- (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

Division 5 Customers entitled to clear information about energy plans**105 Objective**

- (1) The objective of this Division is to give *small customers* assistance to engage confidently with the *energy* market by:
 - (a) giving *small customers* an entitlement to clear, timely, easily understood information to allow them to evaluate the ongoing suitability of their *customer retail contract*, before any changes that will affect their bill occur, and the steps the *small customer* can take to find an alternative *customer retail contract*;

- (b) giving *small customers* an entitlement to prominently displayed, helpful information that enables them to easily:
 - (i) identify whether they are on their *retailer's deemed best offer*;
 - (ii) understand how to access their *retailer's deemed best offer*, if they are not already on the *retailer's deemed best offer*; and
 - (iii) understand how to access offers from other *retailers* via the *price comparator*; and
- (c) providing *small customers* with a mechanism to consider and compare the features and prices of different *energy* plans so as to assist the *small customer* to assess the suitability of, and select, a plan.

106 Minimum standards - Notice of price or benefit change to be given (SRC and MRC)

- (1) If a *benefit change* or a *price change* is to take effect, the *retailer* must provide the *small customer* who is party to the relevant *customer retail contract* with a *bill change alert* in accordance with this Division.
- (2) The *bill change alert* must be given to the *small customer*:
 - (a) in writing;
 - (b) using the *small customer's* preferred method of communication (if nominated, for example by post or by email to a specified address); and
 - (c) at least five *business days* before the *benefit change* or *price change* will take effect.
- (3) The *bill change alert* must state:
 - (a) the *small customer's* metering identifier;
 - (b) that the *small customer* may use a *price comparator* to compare offers that are generally available to classes of *small customers* in their geographical area;
 - (c) the name and web address of the *price comparator* including a hyperlink to the *price comparator* website on notices provided electronically;
 - (d) that the *small customer* may request historical billing data from the *retailer* that will assist the *small customer* to compare offers that are generally available to similar classes of *small customers* in their geographical area;
 - (e) the nature of the *price change* or *benefit change* and the date on which the *price change* or *benefit change* will take effect;
 - (f) any early termination charges payable under the *customer retail contract*;
 - (g) the *retailer's* estimate of the annual dollar impact of the *price change* or *benefit change* to the *small customer*, determined by the *retailer* calculating the difference in dollars between the *customer's annual total cost of current plan* calculated from the effective date of the *price change* or *benefit change* and the *customer's annual total cost of current plan* calculated immediately prior to the effective date of the *price change* or *benefit change*;
 - (h) any information the *retailer* has regarding the *small customer's* account that will assist the *small customer* to use the *price comparator* and which is practicable to provide as part of the *bill change alert*; and
 - (i) a *deemed best offer message*.
- (4) For the purposes of subclause (3)(i):
 - (a) the *retailer* must identify the *deemed best offer* for the *small customer* in accordance with clause 108 as at the effective date of the *price change* or *benefit change*;

- (b) using this *deemed best offer*, the *retailer* must perform the *deemed best offer check* for the *small customer* in accordance with clause 109 with *annual total cost of current plan* and *annual total cost of deemed best offer* determined as at the date the *price change* or *benefit change* becomes effective;
 - (c) if the *deemed best offer check result* is negative, the *retailer* must include a *negative deemed best offer message* in accordance with clause 111(4) on the *small customer's bill change alert*;
 - (d) if the *deemed best offer check* is positive, the *retailer* must include a *positive deemed best offer message* in accordance with clause 111(3) on the *small customer's bill change alert*;
 - (e) a *deemed best offer message* must:
 - (i) be on the front page of the *bill change alert*; and
 - (ii) be contained in a border; and
 - (f) a *deemed best offer message* is not required to use the words 'best offer', but must be written in a way which clearly and simply conveys the meaning of *deemed best offer*.
- (5) Where a *retailer* provides a *small customer* with a *bill change alert* in relation to a *price change*, in addition to the requirements of subclauses (3) and (4) the *bill change alert* must:
- (a) identify the *small customer's* existing tariffs and charges inclusive of *GST*;
 - (b) identify the *small customer's* tariffs and charges as varied by the *price change* inclusive of *GST*; and
 - (c) specify that the tariffs and charges identified in subclauses (5)(a) and (5)(b) are inclusive of *GST*.
- (6) A *retailer* is not required to comply with this clause in respect of a *benefit change*:
- (a) relating to a benefit that is a one-off gift or sign-up credit provided to a *small customer* as a result of entering the *customer retail contract*;
 - (b) that occurs within 40 *business days* of the commencement of the *customer retail contract*; or
 - (c) where the benefit is rolled over on the same terms and conditions after the expiry of the existing benefit.
- (7) A *retailer* is not required to comply with this clause in respect of a *price change* where:
- (a) a *small customer* enters a *customer retail contract* less than 10 *business days* prior to a *price change* taking effect, and the *retailer* notified the *small customer* of the *price change* prior to *small customer* entering the *customer retail contract*;
 - (b) the *price change* is a result of a tariff or charge that continually varies in relation to the prevailing spot price of *energy*. For the avoidance of doubt, this exemption does not apply with respect to *price changes* to any remaining tariffs and charges that form part of the same *customer retail contract* and which do not vary in relation to the spot price of *energy*;
 - (c) the *price change* is a direct result of a change or withdrawal or expiry of a government funded *energy* charge rebate, concession or relief scheme; or
 - (d) the *price change* is a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to the *small customer*.

- (8) Despite subclause (2)(c), a *retailer* must provide the *bill change alert* as soon as practicable, and in any event no later than the *small customer's* next bill, where the variations to the tariffs and charges are a direct result of a tariff reassignment by the *distributor*. For the purposes of providing a notice under this subclause, the reference to:
 - (a) 'is to take effect' in subclause (1) is taken to be 'is to take effect or has taken effect (whichever is applicable)'; and
 - (b) 'will take effect' in subclause (3)(e) is taken to be 'will take effect or has taken effect'.
- (9) A *retailer* is not required to comply with subclause (3)(i) where:
 - (a) the *customer* is or would be a *small customer* in relation to at least one of the relevant premises; and
 - (b) the aggregate of the actual or estimated annual consumption level of the relevant premises is higher than:
 - (i) in the case of electricity – the upper consumption threshold provided for in an Order made under section 35(5) of the **Electricity Industry Act 2000**;
 - (ii) in the case of gas – the upper consumption threshold provided for in an Order made under section 42(5) of the **Gas Industry Act 2001**.
- (10) A *retailer* is not required to comply with subclause (3)(i) where the *small customer* receives a single bill in respect of the provision of *customer retail services* at two or more premises.
- (11) Nothing in subclauses (6) and (7) limits or otherwise affects the application of any other requirement in relation to the provision of information by a *retailer* to a *small customer*.
- (12) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (13) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

107 Minimum standards – Notice of feed-in tariff change to be given (MRC)

- (1) If a *feed-in tariff change* is to take effect, the *retailer* must provide the *small customer* who is a party to the relevant *feed-in tariff agreement* with a *feed-in tariff alert* of the *feed-in tariff change*.
- (2) The *feed-in tariff alert* must be given to the *small customer*;
 - (a) in writing;
 - (b) using the *small customer's* preferred method of communication (if nominated, for example by post or by email to a specified address); and
 - (c) at least five *business days* before the *feed-in tariff change* will take effect.
- (3) The *feed-in tariff alert* must state:
 - (a) the *small customer's* metering identifier;
 - (b) that the *small customer* may use a *price comparator* to compare offers that are generally available to classes of *small customers* in their geographical area;
 - (c) the name and web address of the *price comparator* including a hyperlink to the *price comparator* website on the notices provided electronically;
 - (d) the rate applying before and after the *feed-in tariff change*;
 - (e) the following words, 'the minimum feed-in tariff rate set by the Essential Services Commission is' immediately followed by the minimum rate set by the *Commission* pursuant to section 40FBB(1) of the **Electricity Industry Act 2000** as at the time the *feed-in tariff change* will take effect; and
 - (f) the date on which the *feed-in tariff change* will take effect.

- (4) A retailer is not required to comply with this clause in respect of a *feed-in tariff change* where a *small customer* enters a *feed-in tariff agreement* less than 10 *business days* prior to a *feed-in tariff change* taking effect and the retailer notified the *small customer* of the *feed-in tariff change* prior to the *small customer* entering not the *feed-in tariff agreement*.
- (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

108 Identification of deemed best offer (SRC and MRC)

- (1) Where a retailer is required to carry out a *deemed best offer check* for a *small customer*, the retailer must identify the relevant *deemed best offer* for that *small customer*.
- (2) The *deemed best offer* must be either:
 - (a) the plan that the retailer offers which:
 - (i) is the lowest cost *generally available plan* or *Victorian default offer* applicable to the *small customer* having regard to the *small customer's annual usage history*; and
 - (ii) does not have as a precondition or condition that the *small customer* have or maintain a paid affiliation or membership with an entity that is unrelated to the retailer; or
 - (b) a plan that has a lower cost than the lowest cost *generally available plan* or *Victorian default offer* applicable to the *small customer*.
- (3) Where the *small customer* is party to a *customer retail contract* that provides a discount on condition that the *small customer* buys another good or service, the *deemed best offer* identified in accordance with subclause (2) must be determined without any such discount.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

109 Deemed best offer check (SRC and MRC)

- (1) A retailer must carry out the *deemed best offer check* by calculating the *deemed best offer check result* in accordance with the following formula:
deemed best offer check result = A - B
Where:
A = *annual total cost of current plan*
B = *annual total cost of deemed best offer*
- (2) If the *deemed best offer check result* is less than or equal to \$22, the *deemed best offer check result* is positive.
- (3) If the *deemed best offer check result* is greater than \$22, the *deemed best offer check result* is negative.
- (4) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (5) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

110 Retailers to give customers deemed best offer message (SRC and MRC)

- (1) A retailer must provide a *deemed best offer message* on a bill or *bill summary* to a *small customer*:
 - (a) at least once every three months (electricity);

- (b) at least once every four months (gas); or
 - (c) where a *retailer* and a *small customer* have agreed to a billing cycle with a regular recurrent period that differs from the *retailer's* usual recurrent period and that period is three months or longer, once in each billing cycle.
- (2) A *retailer* must, before providing a *deemed best offer message*:
- (a) determine the *deemed best offer* for the *small customer* in accordance with clause 108 as at the date the bill or *bill summary* containing the *deemed best offer message* will be issued; and
 - (b) using this *deemed best offer*, perform the *deemed best offer check* for the *small customer*.
- (3) If the *deemed best offer check result* is negative, the *retailer* must include:
- (a) a *negative deemed best offer message* on the *small customer's* bill; and
 - (b) a *negative deemed best offer message* on any *bill summary* of the bill that it sends to the *small customer*.
- (4) If the *deemed best offer check result* is positive, the *retailer* must include:
- (a) a *positive deemed best offer message* on the *small customer's* bill; and
 - (b) a *positive deemed best offer message* on any *bill summary* of the bill it sends to the *small customer*.
- (5) The requirement in subclause (1) is in addition to the requirement to provide a *deemed best offer message* on a *bill change alert* in clause 106.
- (6) A *retailer* is not required to comply with this clause where:
- (a) the *customer* is or would be a *small customer* in relation to at least one of the relevant premises; and
 - (b) the aggregate of the actual or estimated annual consumption level of the relevant premises is higher than:
 - (i) in the case of electricity – the upper consumption threshold provided for in an Order made under section 35(5) of the **Electricity Industry Act 2000**;
 - (ii) in the case of gas – the upper consumption threshold provided for in an Order made under section 42(5) of the **Gas Industry Act 2001**.
- (7) A *retailer* is not required to comply with this clause where the *customer* receives a single bill in respect of the provision of *customer retail services* at two or more premises.
- (8) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (9) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

111 Form and content requirements of deemed best offer message (SRC and MRC)

- (1) The requirements in this clause apply to any bill or *bill summary* that contains a *deemed best offer message*.
- (2) A *deemed best offer message* must:
- (a) if included on a bill, be on the front page of the bill;
 - (b) be contained in a border; and
 - (c) be located adjacent to and no less prominently than the amount due.
- (3) A *retailer* has discretion over what to include in a *positive deemed best offer message*, provided that the *retailer*:
- (a) ensures that it is clear to the *small customer* that they are on one of the *retailer's* lowest cost *customer retail contracts* available to the *small customer* having regard to the *customer's* annual usage history; and

- (b) *includes* the name and web address of the *price comparator* and how to access it, including a hyperlink on electronic bills.
- (4) A *negative deemed best offer message*:
 - (a) must contain a title using the exact words ‘Could you save money on another plan’;
 - (b) must contain the exact words ‘Based on your past usage, our’ followed by the name of the *deemed best offer* plan, followed by the exact words ‘may cost you up to’, followed by the dollar amount of the *deemed best offer check result*, followed by the exact words ‘less per year than your current plan’;
 - (c) where the *deemed best offer* is subject to conditions, may provide that conditions apply and the nature of those conditions; and
 - (d) must contain clear and simple instructions on how to switch to the *deemed best offer*.
- (5) A *deemed best offer message* is not required to use the words ‘best offer’, but must be written in a way which clearly and simply conveys the meaning of *deemed best offer*, having regard to the objective of this Division.
- (6) Nothing in subclauses (3) and (4) otherwise limits a *retailer* in providing other information to *small customers* in connection with a *best offer message* in a manner and form that promotes the objective of this Division.
- (7) Despite subclause (1), a *deemed best offer message* on a *bill summary* is not required to comply with subclause (2) only to the extent it is not practicable to do so because of the method by which the *bill summary* is communicated to the *small customer*.
- (8) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (9) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

112 Record keeping

- (1) A *retailer* must maintain records that are sufficient to evidence its compliance with this Division.
- (2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained for:
 - (a) at least two years; or
 - (b) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to the provision of notice of a *benefit change*, *price change* or *feed-in tariff change* or the provision of information about a *deemed best offer*, including that such notice or information was not provided – for the period the complaint or dispute remains unresolved.

Division 6 Transfer of customers

113 Retailer obligations in relation to small customer transfer

- (1) A *retailer* must not submit a request for a transfer under the relevant *Retail Market Procedures* unless:
 - (a) the *retailer* has obtained *explicit informed consent* from the *small customer* to enter into the relevant *customer retail contract*; and
 - (b) the *retailer* has a *customer retail contract* in place to enable the sale of *energy* to the *small customer* at their premises.
- (2) A *small customer* transfer under the relevant *Retail Market Procedures* is permitted prior to the completion of the *cooling off period*, provided that the transfer can be reversed if the *customer* elects to withdraw from the contract under clause 97.

114 Notice to small customers on transfer

- (1) A *retailer* must, within five *business days* of receiving notification that it has become the *financially responsible retailer* for a *small customer* as a result of a *small customer* transfer, give notice to the *customer*:
 - (a) that the *retailer* has commenced selling *energy* to the *small customer*; and
 - (b) of the date on which the *retailer* commenced selling *energy* to the *small customer*.

115 Notice to small customers where transfer delayed

- (1) Where a *retailer* has notified a *small customer* of the expected date of a transfer and that transfer does not occur, the *retailer* must, within five days of becoming aware that a transfer has not occurred on the expected date, notify the *small customer*:
 - (a) that the transfer did not occur;
 - (b) of the reason for the delay; and
 - (c) of the new expected date of the completion of the transfer, if it is still proceeding.

Note: Additional requirements in relation to *customer* transfers are contained in the *Electricity Customer Transfer Code*.

Division 7 Price certainty: Exempt market retail contracts**116 Objectives**

- (1) The objectives of this Division are to:
 - (a) identify what kinds of *market retail contracts* are *exempt market retail contracts* for the purposes of clause 94 and this Division;
 - (b) allow for retail product innovation through clause 117; and
 - (c) provide for additional consumer protections for *small customers* who are party to *exempt market retail contracts*.

117 Definition of exempt market retail contract

- (1) In clause 94 and this Division, *exempt market retail contract* means a *market retail contract*:
 - (a) that includes a tariff that continually varies in relation to the prevailing spot price of *energy*;
 - (b) under which a *small customer* pre-purchases a specified quantity of *energy*; or
 - (c) on terms and conditions in respect of which the *Commission* has granted an exemption.

Note: The *Commission* has published a guideline regarding applications for and granting of exemptions for the purposes of clause 117(1)(c).

118 Explicit informed consent – exempt market retail contracts

- (1) For the purposes of clause 7(1)(a), the matters relevant to obtaining a *small customer's explicit informed consent* to enter into an *exempt market retail contract* include, but are not limited to:
 - (a) the fact that the tariffs may change more than once per year;
 - (b) the basis for the changes to tariffs;
 - (c) the estimated frequency of changes to tariffs; and
 - (d) the fact that the *retailer* offers one or more other contracts (including, in relation to electricity, the *Victorian default offer*) under which tariffs will change only with effect from a *network tariff change date* or as otherwise permitted under clause 94 of this code of practice.

Note: Under clause 7(1)(a), the matters above must be clearly, fully and adequately disclosed to the *small customer* in plain English.

- (2) The matters specified in subclause (1) must be displayed prominently in any document or *electronic communication* by which they are disclosed to the *small customer*.
- (3) This clause does not affect the application of Parts 4 and 5 of this code of practice to an *exempt market retail contract*.

119 Notice and reporting requirements – exempt market retail contracts

- (1) A *retail marketer* must not:
 - (a) supply or offer to supply *energy*; or
 - (b) advertise or market the supply of *energy*,
 under an *exempt market retail contract* unless the *retailer* has complied with its obligations under this clause.
- (2) A *retailer* must notify the *Commission* if the *retailer* (or a *retailer marketer* on its behalf) proposes to:
 - (a) supply or offer to supply *energy*; or
 - (b) advertise, market or promote the supply of *energy*,
 under a retail product that would be an *exempt market retail contract*.
- (3) A *retailer* who supplies or offers to supply *energy* under an *exempt market retail contract* must report to the *Commission* regarding that retail product.
- (4) A *retailer* who notifies or reports to the *Commission* under subclauses (2) or (3) must do so in the manner and form provided for by any guidelines published by the *Commission* under section 13 of the **Essential Services Commission Act 2001**.

Note: The *Commission* has published a guideline regarding the manner and form in which retailers are required to give notice and report to the *Commission* under this clause.
- (5) A *retailer* must ensure that a *retail marketer* who is an *associate* of the *retailer* complies with this clause.

120 Tailored assistance to customers on an exempt market retail contract

- (1) If a *residential customer* who has entered into an *exempt market retail contract* becomes entitled to receive *tailored assistance*, the *retailer* must:
 - (a) carry out a review to identify whether transferring the *residential customer* to a different plan would be likely to minimise the *residential customer's energy costs*, and the review must be based on the *retailer's* knowledge of the *residential customer's* pattern of *energy* use and payment history;
 - (b) inform the *residential customer* of the outcome of the review; and
 - (c) if the *retailer* identifies a different plan that would be likely to minimise the *residential customer's energy costs*, the *retailer* must:
 - (i) inform the *residential customer* of the plan that is likely to minimise the *residential customer's energy costs*;
 - (ii) seek the *residential customer's explicit informed consent* to transfer the *residential customer* to that other plan; and
 - (iii) provided that the *residential customer* gives *explicit informed consent*, enter into a *customer retail contract* in respect of that plan.

Note: In relation to the supply of electricity, the plan to which a *residential customer* is transferred under subclause (1)(c) may be a contract under a *Victorian default offer*.

- (2) This clause is in addition to, and does not derogate from, the operation of Part 6 of this code of practice in relation to a *residential customer* who is party to an *exempt market retail contract*.

Part 6 Assistance for residential customers anticipating or facing payment difficulties**121 Objective**

- (1) The purpose of this Part is to set out the minimum standards of assistance to which *residential customers* anticipating or facing payment difficulties are entitled, so that *disconnection* of a *residential customer* for not paying a bill is a measure of last resort.

122 Application of this Part

- (1) This Part applies in relation to *residential customers* of *retailers* and of *exempt persons* to whom the provisions of this Part apply.
- (2) The assistance set out in this Part is specified as relevant assistance for the purposes of the definitions of relevant assistance in section 40SA of the **Electricity Industry Act 2000** and section 48DC of the **Gas Industry Act 2001**.

123 Simplified outline

Division 1 sets out a *residential customer's* entitlement to be provided with standard assistance to help the *customer* avoid getting into arrears with their *retailer*.

Division 2 sets out a *residential customer's* entitlement to be provided with *tailored assistance* if the customer is in arrears.

Division 3 sets out a *retailer's* obligation to honour any *pay-on-time discounts* to *residential customers* who are in arrears and receiving *tailored assistance*.

Division 4 addresses a *retailer's* obligations to prepare a financial hardship policy and submit it for approval by the *Commission*.

Division 5 addresses how a *retailer* must communicate information regarding payment assistance to *residential customers*.

Division 6 addresses miscellaneous matters in relation to the provision of hardship assistance by *retailers*.

Division 1 Standard assistance**124 Objective**

- (1) The objective of this Division is to give *residential customers* an entitlement to minimum standard forms of assistance, to help them avoid getting into arrears with their *retailer*.

125 Standard assistance (SRC, MRC and EPA)

- (1) A *retailer* must take steps to provide to its *residential customers* the forms of standard assistance, from those listed in subclause (2), it elects to make available to help them avoid getting into arrears.
- (2) Standard assistance made available must include at least three of the following:
 - (a) making payments of an equal amount over a specified period;
 - (b) options for making payments at different intervals;
 - (c) extending by a specified period the *pay-by date* for a bill for at least one billing cycle in any 12 month period;
 - (d) paying for *energy* use in advance.
- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (4) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (5) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

Division 2 Tailored assistance**126 Objective**

- (1) The objective of this Division is to give *residential customers* who are in arrears an entitlement to minimum standards of flexible and practicable assistance that makes it easier for them to pay for their on-going *energy* use, repay their arrears and lower their *energy* costs.

127 Application of this Division

- (1) This Division applies in relation to all *residential customers* who are in arrears.

128 Minimum assistance (SRC, MRC and EPA)

- (1) **Tailored assistance** consists of the following measures:
 - (a) repayment of arrears over not more than two years by payments at regular intervals of up to one month;
 - (b) advice from the *retailer* about payment options that would enable a *residential customer* to repay their arrears over not more than two years;
 - (c) specific advice about the likely cost of a *residential customer's* future *energy* use and how this cost may be lowered;
 - (d) specific advice about any government and non-government assistance (including *Utility Relief Grants* and *energy* concessions) available to help a *residential customer* meet their *energy* costs;
 - (e) practical assistance to help a *customer* that may be eligible for a *Utility Relief Grant*, including by:
 - (i) *completing* the online application form over the phone and lodging the form online on behalf of the *residential customer*, unless the *residential customer* requests otherwise; or
 - (ii) if the *retailer* is unable to complete and lodge a *Utility Relief Grant* application form over the phone, the *retailer* completing the application form to the extent *possible* and sending to the *residential customer* with instructions on how to complete the remainder of the form and lodge that form;
 - (f) practical assistance to help a *residential customer* lower their *energy* costs including, but not limited to:
 - (i) the tariff that is most likely to minimise the *residential customer's* *energy* costs, based on the *retailer's* knowledge of the *residential customer's* pattern of *energy* use and payment history;
 - (ii) practical assistance to help the *residential customer* reduce their use of *energy*, based on the *residential customer's* pattern of *energy* use and on the circumstances of where the *residential customer* lives, provided there is scope for action to be taken for that purpose; and
 - (iii) information about how the *residential customer* is progressing towards lowering their *energy* costs given at sufficient intervals for the *residential customer* to be able to adequately assess that progress;
 - (g) an initial period of at least six months during which:
 - (i) repayment of the *residential customer's* arrears is put on hold;
 - (ii) the *residential customer* pays less than the full cost of their on-going *energy* use while working to lower that cost; and
 - (h) any other assistance consistent with the objective of this Division.
- (2) A *residential customer* is entitled, at the very least, to the assistance mentioned in subclauses (1)(a) to (d), while continuing to pay the full cost of their on-going *energy* use.

- (3) A *residential customer* is entitled, at the very least, to the assistance mentioned in subclauses (1)(c) to (g) if they cannot pay the full cost of their on-going *energy* use.
- (4) The *retailer* may extend the assistance mentioned in subclause (1)(g) for a further period or periods if the extension would assist the *residential customer* to continue to lower the cost of their *energy* use.
- (5) A *residential customer* who has exercised an entitlement to the assistance mentioned in subclause (1)(g) may, at the end of the period during which that assistance is provided (including that period as extended under subclause (4)), exercise an entitlement mentioned in subclause (2).
- (6) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (7) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (8) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.
Exempt persons in those *categories* must offer the assistance described in subclauses (1) (a), (b), (d) and (h) to their *residential customers*.
Note: Additional *tailored assistance* obligations are imposed under clause 120 in relation to *residential customers* who are party to *exempt market retail contracts*.

129 Information about assistance available (SRC, MRC and EPA)

- (1) A *residential customer* who has not paid a bill by its *pay-by date* and who contacts the *retailer* is entitled to be given by the *retailer* information about the assistance to which the *residential customer* is entitled under this Division and how to access it.
- (2) A *residential customer* who has not paid a bill by its *pay-by date* and who has arrears of more than \$55 (inclusive of *GST*) is entitled to be contacted by the *retailer*, within 21 *business days* after that *pay-by-date*, and given information about the assistance to which the *residential customer* is entitled under this Division and how to access it.
- (3) The *retailer* must allow the *residential customer* no less than six *business days* to consider the information given under subclauses (1) or (2), request further information, and put forward a payment proposal under clause 130.
- (4) Nothing in this clause limits clause 138.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (6) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (7) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

130 Payment arrangements (SRC, MRC and EPA)

- (1) This clause applies to a *residential customer* whose repayment of arrears is not on hold under clause 128(1)(g)(i).
- (2) The *retailer* must accept a payment proposal or revised proposal put forward under this clause by the *residential customer* that complies with subclause (3).
- (3) A payment proposal or revised proposal complies with this subclause if it:
 - (a) provides for the making of payments of equal amounts at regular intervals of up to one month;

- (b) would result in the *residential customer's* arrears being fully paid in no more than two years after the first payment;
 - (c) provides for payments for *energy* use being made together with payments to reduce arrears; and
 - (d) is based on a reasonable forecast of the *residential customer's energy* use over the next 12 months.
- (4) However, the *retailer* may accept a payment proposal or revised proposal that does any or all of the following:
- (a) provides for payments of different amounts at different intervals;
 - (b) would result in the arrears being fully paid by a date later than two years after the first payment;
 - (c) provides for payments for *energy* use being made separately from payments for arrears.
- (5) On accepting a payment proposal or a revised proposal, the *retailer* must give the *residential customer* a written schedule of payments showing:
- (a) the total number of payments to be made to pay the arrears;
 - (b) the period over which the payments are to be made;
 - (c) the date by which each payment must be made; and
 - (d) the amount of each payment.
- (6) If a *residential customer* receiving assistance under this Division fails to make a payment by the date on which it was payable, the *retailer* must contact the *residential customer* to discuss their putting forward a revised proposal under this clause.
- (7) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (8) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (9) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

131 Non-payment of amounts towards on-going energy use (SRC and MRC)

- (1) This clause applies to a *residential customer* whose repayment of arrears is on hold under clause 128(1)(g)(i).
- (2) If the *residential customer* fails to make a payment towards the cost of their ongoing *energy* use by the date on which it was payable, the *retailer* must contact the *residential customer* to discuss varying the amount payable, or the frequency of those payments, or both, to give the *residential customer* more time to lower their *energy* costs.
- (3) If a *residential customer* is not meeting their responsibility to implement practical assistance referred to in clause 128(1)(f)(ii) provided by the *retailer*, the *retailer* must contact the *residential customer* and work with them to identify an implementation timeframe, consistent with the objective of this Division.
- (4) The *retailer* may add any amount unpaid for *energy* use to the *customer's* arrears.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (6) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

132 Continued provision of assistance (SRC, MRC and EPA)

- (1) A *retailer* is required to continue to provide assistance under this Division to a *residential customer* unless:
 - (a) after the *retailer* has complied with clause 130(6), the *residential customer* has refused or failed to take reasonable action towards paying for their on-going *energy* use and repaying their arrears;
 - (b) after the *retailer* has complied with clause 131(2), the *residential customer* has refused or failed to take reasonable action towards making payments towards the cost of their on-going *energy* use; or
 - (c) the *residential customer* is not facing payment difficulties.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

Division 3 Pay-on-time discounts to be honoured**133 Objective**

- (1) The objective of this Division is to require *retailers* to honour *pay-on-time discounts* to *residential customers* who are in arrears and who are receiving *tailored assistance*.

134 [Not used]**135 Pay-on-time discounts to be honoured (MRC and EPA)**

- (1) If a *residential customer* fails to pay a bill by its *pay-by date*, or by any extended *pay-by date* that the *retailer* has offered as standard assistance, and receives *tailored assistance* in respect of that bill, and:
 - (a) the *residential customer* later clears the arrears in respect of that bill; or
 - (b) the *retailer* later becomes entitled to withdraw *tailored assistance* to the *residential customer* under clause 132(1),

the *retailer* must not subsequently recover the amount of any *pay-on-time discount* in respect of that bill or any other bill whose *pay-by date* occurred while the *residential customer* was continuing to receive *tailored assistance*.

Note: Clause 144 prohibits a *retailer* from commencing or continuing with proceedings for the recovery of arrears from a *residential customer* who is receiving standard assistance or *tailored assistance* under this Part.

- (2) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

Division 4 Financial Hardship Policies**136 Approval of financial hardship policies**

- (1) A *retailer* must prepare a financial hardship policy, and submit it to the *Commission* for approval, as mentioned in section 43(1) of the **Electricity Industry Act 2000** or section 48G(1) of the **Gas Industry Act 2001**.

137 Content of financial hardship policies

- (1) A financial hardship policy must include:
 - (a) the matters set out in section 43C of the **Electricity Industry Act 2000** or section 48GC of the **Gas Industry Act 2001**;
 - (b) the entitlements to minimum assistance set out in Division 2 of this Part; and
 - (c) any matters covered by guidelines or guidance notes published by the *Commission* in relation to those entitlements.

Division 5 Communications**138 Provision of information to customers (SRC, MRC and EPA)**

- (1) A *retailer* must ensure that its financial hardship policy is easily accessible on its website in a readily printable form.
- (2) A *retailer* must send a copy of its financial hardship policy to any *residential customer* who requests to be sent a copy.
- (3) A *retailer* must ensure that information is readily available to *residential customers* about:
 - (a) the financial hardship policy of the *retailer*;
 - (b) the assistance available under Division 1 or 2 of this Part and how to access that assistance;
 - (c) approaches to lowering *energy* costs; and
 - (d) government and non-government assistance (including *Utility Relief Grants* and *energy* concessions) that may be available to help with meeting *energy* costs.
- (4) Without limiting the means by which information may be made readily available, information is readily available for the purposes of subclause (3) if:
 - (a) it is easily accessible on the *retailer's* website in a readily printable form; or
 - (b) it is sent to any *residential customer* who requests to be sent that information.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (6) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (7) Application of this clause to exempt persons
Subclauses (3)(b), (c), (d) and (4)(b) of this clause apply to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

Note: Clause 139(2) states how information is required to be sent to a *residential customer*.

139 Written communications (SRC, MRC and EPA)

- (1) Any written communication by a *retailer* to a *residential customer* under, or in connection with, this Part must be:
 - (a) expressed in plain language;
 - (b) legible; and
 - (c) presented clearly and appropriately having regard to its nature.
- (2) Despite clause 10, a *retailer* must give or send by post to a *residential customer* any written communication required or permitted to be given or sent under, or in connection with, this Part unless the *residential customer* has given *explicit informed consent* to receiving it in another way.

- (3) Information sent by post to a *residential customer* must be taken to be delivered at the time at which it would be delivered in the ordinary course of post.
- (4) Information sent by registered post to a *residential customer* must be taken to be delivered at the time at which it would ordinarily be delivered by registered post.
- (5) A *retailer* must not impose a charge on a *residential customer* for any written communication given or sent to the *residential customer* (whether by post or otherwise) under, or in connection with, this Part.
- (6) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (7) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (8) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

140 Effect of this Division

- (1) Nothing in this Division limits clause 138 or any other provision of this code of practice about providing information to *residential customers*.

Division 6 Miscellaneous

141 Retailer obligations (SRC, MRC and EPA)

- (1) A *retailer* must:
 - (a) in any dealing with an *affected customer* who is receiving, or is entitled to receive, assistance pursuant to Part 7 (Assistance for customers affected by family violence), take into account the particular circumstances of that *affected customer*;
 - (b) in any dealing with a *residential customer* under, or in connection with, Division 2 of this Part, take into account all of the circumstances of the *residential customer* of which they are aware and, having regard to those circumstances, act fairly and reasonably;
 - (c) at all times when it is relevant to do so, including on being contacted by a *residential customer*, give the *residential customer* in a timely manner clear and unambiguous information about the assistance available under this Part;
 - (d) in a timely manner provide, or use its best endeavours to provide, a *residential customer* who is entitled to receive assistance under this Part with that assistance;
 - (e) give a *residential customer* who is receiving, or is entitled to receive, assistance under this Part clear information about how to access other assistance provided by government or community service providers for which the *residential customer* is or may be eligible;
 - (f) work cooperatively with any government or non-government service, including the *energy ombudsman*, providing support to a *residential customer* who is receiving assistance under this Part to ensure that the assistance being provided by the *retailer* complements, and is provided in a coordinated way with, that support; and
 - (g) in relation to a *residential customer* who is receiving, or is entitled to receive, assistance under this Part, comply with any relevant guideline published by the *Commission* relating to *residential customers* in particular payment difficulty.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.

- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

142 Assistance beyond the minimum standards

- (1) Nothing in this Part prevents a *retailer* from providing to *residential customers*, who are anticipating or facing payment difficulties, assistance in addition to the minimum standards set out in this Part.
- (2) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

143 Restriction on conditions (SRC, MRC and EPA)

- (1) A *retailer* must not impose any condition on the provision of assistance under this Part (whether in accordance with the minimum standards set out in this Part or in addition to them) that requires the *residential customer* to provide personal or financial information or to waive any entitlement under this Part.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

144 Debt (SRC, MRC and EPA)

- (1) Restriction on debt recovery
A *retailer* must not commence or continue with proceedings for the recovery of arrears from a *residential customer* who is receiving assistance under this Part.
- (2) Restriction on sale of debt
A *retailer* must not sell or otherwise dispose of the debt of a *residential customer* who is in arrears:
 - (a) at any time while the *residential customer* is receiving assistance under this Part; or
 - (b) within 10 *business days* after the *residential customer* has been disconnected from their *energy supply* under clause 187.
- (3) Guideline to be complied with on sale of debt to third party
A *retailer* must not sell or otherwise dispose of the debt of a *residential customer* to a third party other than in accordance with the guideline '*Debt collection guideline: for collectors and creditors*' jointly published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission.
- (4) Waiver of debt
Nothing in this Part prevents a *retailer* from waiving any fee, charge or amount of arrears for a *residential customer*.
- (5) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.

- (6) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (7) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

145 Supply capacity control product (SRC, MRC and EPA)

- (1) A *retailer* must not offer a *supply capacity control product* to a *residential customer* for any credit management purpose.
- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD2, VR2, VR3 and VR4.

146 Payment by Centrepay (SRC and MRC)

- (1) This clause applies where a *residential customer* requests a *retailer* to permit payment by using Centrepay as a payment option (see clause 72).
- (2) If the *residential customer* is applying for or on a *standard retail contract*, the *retailer* must allow the *residential customer* to use Centrepay as a payment option.
- (3) If the *residential customer* is on a *market retail contract* and Centrepay is available as a payment option under that contract, the *retailer* must allow the *residential customer* to use Centrepay as a payment option.
- (4) If the *residential customer* is on a *market retail contract* and Centrepay is not available as a payment option under that contract, the *retailer* must undertake a review of the *market retail contract*.
- (5) If, as a result of a review, an alternative *customer retail contract* is considered to be more appropriate, the *retailer* must transfer the *residential customer* to that alternative contract, where the *retailer* has obtained the *customer's explicit informed consent*.
- (6) Any alternative *customer retail contract* offered to a *residential customer* must make Centrepay available as a payment option.
- (7) If, as a result of the review, there is no alternative *customer retail contract* considered to be more appropriate, the *retailer* must make Centrepay available as a payment option under the *residential customer's* existing *market retail contract*.
- (8) The *retailer* must not charge the *residential customer* for the review, for any transfer to an alternative *customer retail contract* or any early termination charge or other penalty for the early termination of the *residential customer's* previous *customer retail contract*.
- (9) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (10) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.

Part 7 Assistance for customers affected by family violence

147 Purpose

The purpose of this Part is to give *small customers* who may be affected by *family violence* an entitlement to safe, supportive and flexible assistance from a *retailer* when managing their personal and financial security.

148 Simplified outline

Division 1 sets out the minimum assistance that a *retailer* must provide to *affected customers*.
 Division 2 requires a *retailer* to have a *family violence* policy.
 Division 3 requires a *retailer* to keep records sufficient to demonstrate compliance with this Part.

Division 1 Providing family violence assistance – minimum standards**149 Training**

- (1) A *retailer* must ensure that training is provided to any person (including employees, agents and contractors) acting on its behalf who:
 - (a) may engage with *affected customers* by any means of communication;
 - (b) is a manager of a person identified in subclause (1)(a); or
 - (c) is responsible for systems and processes that guide interactions with *small customers*.
- (2) For the purposes of subclause (1), a *retailer* must ensure that the training provided addresses:
 - (a) the nature and consequences of *family violence*;
 - (b) the application of the retailer's *family violence* policy;
 - (c) how to identify *affected customers*; and
 - (d) how to engage appropriately and effectively with *affected customers*.

150 Account security

- (1) Notwithstanding any other requirement in this code of practice, a *retailer* must not disclose or provide access to confidential information about an *affected customer* to any other person without the consent of the *affected customer*.
- (2) In this clause, the term 'confidential information' refers to any information that may be used to identify or locate an *affected customer*, including information about their whereabouts, contact details, or financial or personal circumstances.
- (3) In this clause, the term 'any other person' includes a person who is or has been a joint account holder with an *affected customer*.
- (4) To identify a safe method of communication with an *affected customer*, a *retailer* must:
 - (a) take reasonable steps to elicit the *affected customer's* preferred method of communication; and
 - (b) offer alternative methods of communication if the *affected customer's* preferred method of communication identified in subclause 4(a) is not practicable.
- (5) An *affected customer's* entitlement for communications to be in accordance with the method of communication identified pursuant to subclause (4) takes precedence over any other *small customer* entitlement or *retailer* requirement in this code of practice to communicate with or provide information to a *small customer* in a particular way.
- (6) A *retailer* must keep a record of arrangements reached pursuant to subclause (4).

151 Customer service

- (1) A *retailer* must provide for a secure process designed to avoid the need for an *affected customer* to repeatedly disclose or refer to their experience of *family violence* by:
 - (a) providing a method for readily identifying the account of a *small customer* who has been identified as an *affected customer*; and
 - (b) providing for effective ongoing engagement with an *affected customer*.

152 Debt management

- (1) Before taking action to recover arrears from an *affected customer*, a *retailer* must take into account:
 - (a) the potential impact of debt recovery action at that time on the *affected customer*; and
 - (b) whether other persons are jointly or severally responsible for the *energy* usage that resulted in the accumulation of those arrears.
- (2) Nothing in this Part prevents a *retailer* from waiving, suspending or repurchasing the debt of an *affected customer*.

153 Family violence as a potential cause of payment difficulty

- (1) A *retailer* must recognise *family violence* as a potential cause of payment difficulty.

154 External support

- (1) A *retailer* must provide an *affected customer* with information about the availability of one or more external *family violence* support services at a time and in a manner that is safe, respectful and appropriate given the *affected customer's* circumstances.
- (2) A *retailer* must publish on its website and keep up to date a list of one or more external *family violence* support services.

155 Evidence

- (1) A *retailer* must only seek documentary evidence of *family violence* when considering debt management and recovery under clause 152, or restrictions on *disconnection* in Part 10 of this code of practice or under the **Electricity Industry Act 2000** or **Gas Industry Act 2001**.
- (2) Any documentary evidence sought in accordance with subclause (1) must be limited to that which is reasonably required by the *retailer* for the purposes of considering debt management and recovery under clause 152, or restrictions on *disconnection* in Part 10 of this code of practice or under the **Electricity Industry Act 2000** or **Gas Industry Act 2001**.

156 Assistance beyond the minimum standards

- (1) Nothing in this Part prevents a *retailer* from providing assistance to *affected customers* in addition to the minimum standards set out in this Part.

Division 2 Family violence policies**157 Family violence policy**

- (1) A *retailer* must have a *family violence* policy that addresses this Part.

158 Family violence policy to be accessible

- (1) A *retailer* must ensure that its *family violence* policy is easily accessible on its website in a readily printable form.

159 Family violence policy to be reviewed

- (1) A *retailer* must review its *family violence* policy no less than once every two years.

Division 3 Record keeping**160 Record keeping**

- (1) A *retailer* must maintain records that are sufficient to evidence its compliance with this Part.
- (2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained:
 - (a) for at least two years;
 - (b) for as long as the *affected customer* continues to receive assistance under this Part; or

- (c) where an *affected customer* has, within the periods referred to in subclauses (2)(a) or (2)(b), made a complaint or referred a dispute to the *energy ombudsman* in relation to the provision of *family violence* assistance by the *retailer* – for the period the complaint or dispute remains unresolved, whichever is the longer period.

Part 8 Life support equipment

161 Objectives

- (1) The objectives of this Part are to:
- (a) specify applicable standards and requirements that *retailers* and *exempt electricity sellers* must observe in relation to *life support customers* and *life support residents*, for the purposes of Part 2, Division 5C of the **Electricity Industry Act 2000** and Part 3, Division 4AA of the **Gas Industry Act 2001**;
 - (b) provide for the additional obligations on *retailers* and *exempt electricity sellers* regarding the maintenance and updating of the *register of life support customers and residents* and the *deregistration of life support customers*; and
 - (c) require *deemed exempt persons* to comply with the same standards, requirements and obligations as *exempt electricity sellers*.

162 Simplified outline

Division 1 specifies the applicable standards, requirements and obligations that a *retailer* must observe in relation to *life support customers* and *life support residents*.

Division 2 specifies the applicable standards, requirements and obligations that an *exempt person* must observe in relation to *life support customers* and *life support residents*.

Division 3 applies corresponding obligations to *retailers* when they are notified about *life support customers* by *deemed exempt persons* and *exempt distributors* and corresponding obligations that *deemed exempt persons* must observe in relation to *life support customers* and *life support residents*

Division 1 Retailer obligations

163 Registration of life support equipment (SRC and MRC)

- (1) Information to be given by a retailer when advised by relevant customer
- (a) For the purpose of section 40SG(3) of the **Electricity Industry Act 2000** and section 48DI(3) of the **Gas Industry Act 2001** the following information is specified as the information that a *retailer* must give to a *relevant customer*:
 - (i) a *medical confirmation form* in accordance with subclause (5);
 - (ii) information explaining that, if the *relevant customer* fails to provide *medical confirmation*, the *relevant customer* may be *deregistered* and, if so, the *relevant customer* will cease to receive the *life support protections*;
 - (iii) if the *retailer* provides electricity to the *relevant customer*, advice that there may be distributor planned interruptions under the *Electricity Distribution Code* or unplanned interruptions to the supply at the address and that the *distributor* is required to notify them of a distributor planned interruption under the *Electricity Distribution Code*;
 - (iv) if the *retailer* provides gas to the *relevant customer*, advice that there may be distributor planned interruptions under the *Gas Distribution System Code* or unplanned interruptions to the supply at the address and that the *distributor* is required to notify them of a distributor planned interruption under the *Gas Distribution System Code*;

- (v) information to assist the *relevant customer* to prepare a plan of action in the case of an unplanned interruption;
 - (vi) an emergency telephone contact number for the *distributor* and the *retailer* (the charge for which is no more than the cost of a local call);
 - (vii) advice that if the *relevant customer* decides to change *retailer* at the premises and a person residing at the *relevant customer's* premises continues to require *life support equipment*, the *relevant customer* should advise their new *retailer* of the requirement for *life support equipment*;
 - (viii) information about the types of equipment that fall within the definition of *life support equipment*, and the additional information provided in Schedule 7 of this code of practice;
 - (ix) advice that the *relevant customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and
 - (x) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (b) For the purpose of sections 40SG(4)(a) and (b) of the **Electricity Industry Act 2000** and sections 48DI(4)(a) and (b) of the **Gas Industry Act 2001**, the following details are specified as the details that the *retailer* must give to the *distributor*:
- (i) that a person residing or intending to reside at the *relevant customer's* premises requires *life support equipment*; and
 - (ii) the date from which the *life support equipment* is required.
- (2) For the purpose of section 40SG(5) of the **Electricity Industry Act 2000** and section 48DI(5) of the **Gas Industry Act 2001**, the following circumstances are specified as circumstances in which the obligations under sections 40SG(4)(a) and 48DI(4)(a) do not apply to a *retailer*:
- (a) a *relevant customer* of that *retailer* has previously advised the *distributor* for the premises that a person residing or intending to reside at the *customer's* premises requires *life support equipment*;
 - (b) the *relevant customer* advises that *retailer* that they have already provided *medical confirmation* to the *distributor* for the premises; and
 - (c) the *retailer* confirms with the *distributor* for the premises that the *relevant customer* has already provided *medical confirmation* to the *distributor*.
- (3) Information to be given by a retailer when advised by distributor
- (a) For the purposes of section 40SH(2) of the **Electricity Industry Act 2000** and section 48DJ(2) of the **Gas Industry Act 2001**, a *retailer* must give to a *relevant customer* the information that is specified in clause 163(1)(a), unless the *retailer* has previously provided that information to the *relevant customer* at the *relevant customer's* current premises.
- (4) Retailer obligations when advised by an exempt electricity seller
- (a) For the purposes of section 40SI(2) of the **Electricity Industry Act 2000**, the following details are specified as the details that a *retailer* must give to a *distributor*:
 - (i) that a person residing or intending to reside within the premises on which the *exempt electricity seller* supplies or sells electricity requires *life support equipment*; and
 - (ii) the date from which the *life support equipment* is required.

- (5) Content of medical confirmation form
- (a) A *medical confirmation form* provided under subclause (1) must:
- (i) be dated;
 - (ii) state that completion and return of the form to the *retailer* will satisfy the requirement to provide *medical confirmation* under this code of practice;
 - (iii) request the following information from the *relevant customer*:
 - (A) property address;
 - (B) the date from which the *relevant customer* requires supply of *energy* at the premises for the purposes of the *life support equipment*; and
 - (C) *medical confirmation*;
 - (iv) specify the types of equipment that fall within the definition of *life support equipment*;
 - (v) advise the date by which the *relevant customer* must return the *medical confirmation form* to the *retailer*; and
 - (vi) advise the *relevant customer* they can request an extension of time to complete and return the *medical confirmation form*.

164 Reminders for confirmation of premises as requiring life support equipment

- (1) Where a *medical confirmation form* is provided to a *relevant customer* the *retailer* must:
- (a) from the date of the *medical confirmation form*, give the *relevant customer* a minimum of 50 *business days* to provide *medical confirmation*;
 - (b) provide the *relevant customer* at least two written notices to remind the *relevant customer* that the *relevant customer* must provide *medical confirmation* (each a *confirmation reminder notice*);
 - (c) ensure the first *confirmation reminder notice* is provided no less than 15 *business days* from the date of issue of the *medical confirmation form*;
 - (d) ensure the second *confirmation reminder notice* is provided no less than 15 *business days* from the date of issue of the first *confirmation reminder notice*; and
 - (e) on request from a *relevant customer*, give the *relevant customer* at least one extension of time to provide *medical confirmation*. The extension must be a minimum of 25 *business days*.
- (2) A *confirmation reminder notice* must:
- (a) be dated;
 - (b) state the date by which the *medical confirmation* is required;
 - (c) specify the types of equipment that fall within the definition of *life support equipment*; and
 - (d) advise the *relevant customer* that:
 - (i) the *relevant customer* must provide *medical confirmation*;
 - (ii) the *relevant customer* is temporarily registered as requiring *life support equipment* until the *medical confirmation* is received;
 - (iii) failure to provide *medical confirmation* may result in the *relevant customer* being *deregistered*; and
 - (iv) the *relevant customer* can request an extension of time to provide *medical confirmation*.

165 Ongoing retailer obligations

- (1) Where a *retailer* is required under section 40SG(1) or 40SH(1) of the **Electricity Industry Act 2000** or section 48DI or 48DJ(1) of the **Gas Industry Act 2001** to record *life support customer details* in a *register of life support customers and residents*, the *retailer* has the following ongoing obligations:
- (a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *relevant customer's* premises (including *medical confirmation*) or any relevant contact details, give such information to the *distributor* for the purposes of updating the *distributor's* registration under clause 5A.3.1 or 5A.3.2 of the *Electricity Distribution Code*, or clause 4A.3(a)(i) of the *Gas Distribution System Code*, unless the relevant information was provided to the *retailer* by the *distributor*; and
 - (b) within one *business day* after being advised by a *relevant customer* or *distributor* of any update to the *life support equipment* requirements for the *relevant customer's* premises or any relevant contact details, update the *register of life support customers and residents*.

Note: Section 40SS of the **Electricity Industry Act 2000** and section 48DU of the **Gas Industry Act 2001** prohibits a *retailer* from disconnecting a registered *life support customer*.

- (2) Where a *retailer* is required under section 40SI(1) of the **Electricity Industry Act 2000** or section 48DJ(1) of the **Gas Industry Act 2001** to record *life support customer details* in its *register of life support customers and residents*, the *retailer* has the following ongoing obligations:
- (a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *relevant customer's* premises or any relevant contact details, give such information to the *distributor* for the purposes of updating the *distributor's* registration under clause 5A.3.2(b) of the *Electricity Distribution Code*; and
 - (b) within one *business day* after being advised by the *exempt person* of any updates to the *life support equipment* requirements for the *relevant customer's* premises or any relevant contact details, update the *register of life support customers and residents*.

Note: Section 40SS of the **Electricity Industry Act 2000** and section 48DU of the **Gas Industry Act 2001** prohibits a *retailer* from disconnecting a registered *life support customer*.

166 Deregistration of customers

- (1) For the purpose of section 40SV(2) of the **Electricity Industry Act 2000** and section 48DX(2) of the **Gas Industry Act 2001**, *life support customer details* may be removed from the *register of life support customers and residents* in the circumstances as set out in this clause.
- (2) If a *relevant customer* is *deregistered* by a *retailer*, the *retailer* must:
- (a) within five *business days* of the date of *deregistration*, notify the *distributor* of the date of *deregistration* and reason for *deregistration*; and
 - (b) within one *business day* from *deregistration*, update its *register of life support customers and residents* as required by clause 167.
- (3) If a *retailer* is notified by a *distributor* that the *distributor* has *deregistered* a *relevant customer* under the *Electricity Distribution Code* or the *Gas Distribution System Code*, the *retailer* must (within one *business day* from notification) update its *register of life support customers and residents* as required by clause 167.
- (4) If a *retailer* is notified by an *exempt person* that the *exempt person* has *deregistered* a *relevant customer*, the *retailer* must:
- (a) within five *business days* of receipt of notification of *deregistration*, notify the *distributor* of the date of *deregistration* and reason for *deregistration*; and

- (b) within one business day from *deregistration*, update its *register of life support customers and residents* as required by clause 167.
- (5) Cessation of retailer obligations after deregistration
The *retailer* obligations under clause 165 cease to apply in respect of a relevant *customer* once that *relevant customer* is validly *deregistered*.
- (6) Deregistration where medical confirmation not provided
- (a) Where a *relevant customer* who has been registered by a *retailer* under section 40SG(1) of the **Electricity Industry Act 2000** and section 48DI(1) of the **Gas Industry Act 2001** fails to provide *medical confirmation*, the *retailer* may *deregister* the *relevant customer* only when:
- (i) the *retailer* has complied with the requirements under clause 164;
 - (ii) the *retailer* has taken reasonable steps to contact the *relevant customer* in connection with the *relevant customer*'s failure to provide *medical confirmation* in one of the following ways:
 - (A) in person;
 - (B) by telephone; or
 - (C) by electronic means;
 - (iii) the *retailer* has provided the *relevant customer* with a *deregistration notice* no less than 15 *business days* from the date of issue of the second *confirmation reminder notice* issued under subclause 164(1)(d); and
 - (iv) the *relevant customer* has not provided *medical confirmation* before the date for *deregistration* specified in the *deregistration notice*.
- (b) A *deregistration notice* must:
- (i) be dated;
 - (ii) specify the date on which the *relevant customer* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
 - (iii) advise the *relevant customer* they will cease to be registered as requiring *life support equipment* unless *medical confirmation* is provided before the date for *deregistration*; and
 - (iv) advise the *relevant customer* that the *relevant customer* will no longer receive the protections under Division 5C of the **Electricity Industry Act 2000** or Division 4AA of the **Gas Industry Act 2001** when the *relevant customer* is *deregistered*.
- (c) Where a *relevant customer* has been registered by a *retailer* under section 40SH(1) of the **Electricity Industry Act 2000** or section 48DJ(1) of the **Gas Industry Act 2001**, the *retailer* may *deregister* the *relevant customer* after being notified by the *distributor* that the *distributor* has *deregistered* the *relevant customer*'s premises pursuant to:
- (i) clause 5A.6.5 of the *Electricity Distribution Code*; or
 - (ii) clause 4A.10 of the *Gas Distribution System Code*.
- (7) Deregistration where there is a change in the relevant customer's circumstances
Where a *relevant customer* who has been registered by a *retailer* under sections 40SG(1) or 40SH(1) of the **Electricity Industry Act 2000** and sections 48DI(1) or 48DJ(1) of the **Gas Industry Act 2001** advises the *retailer* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the *retailer* may *deregister* the *relevant customer*:
- (a) on the date specified in accordance with subclause(7)(a)(i)(B) if:
 - (i) the *retailer* has provided written notification to the *relevant customer* advising:

- (A) that the *relevant customer* will be *deregistered* on the basis that the *relevant customer* has advised the *retailer* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*;
 - (B) the date on which the *relevant customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;
 - (C) that the *relevant customer* will no longer receive the *life support protections* when the premises is *deregistered*;
 - (D) that the *relevant customer* must contact the *retailer* prior to the date specified in accordance with subclause (7)(a)(i)(B) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and
 - (E) the *relevant customer* has not contacted the *retailer* prior to the date specified in accordance with subclause (7)(a)(i)(B) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; or
- (b) on a date that is less than 15 *business days* from the date of written notification, if the *relevant customer* or their authorised representative gives *explicit informed consent* to the *relevant customer* being *deregistered* on that date.
- (8) A *retailer* may *deregister* a *relevant customer* after being notified by the *distributor* that the *distributor* has *deregistered* the *relevant customer*'s premises pursuant to:
- (a) clause 5A.6.6 of the *Electricity Distribution Code*; or
 - (b) clause 4A.11 of the *Gas Distribution System Code*.
- (9) A *retailer* may, at any time, request a *relevant customer* whose premises have been registered under sections 40SG(1) or 40SH(1) of the **Electricity Industry Act 2000** and sections 48DI(1) or 48DJ(1) of the **Gas Industry Act 2001** to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.

167 Registration and deregistration details must be kept by retailers

- (1) A *retailer* must:
- (a) establish policies, systems and procedures for registering and *deregistering life support customers*, to facilitate compliance with the requirements in this Division; and
 - (b) ensure that the *register of life support customers and life support residents* is maintained and kept up to date, including the following details:
 - (i) the date when the *relevant customer* requires supply of *energy* at the premises for the purposes of the *life support equipment*;
 - (ii) when *medical confirmation* was received from the *relevant customer* in respect of the premises;
 - (iii) the date when the *relevant customer* is *deregistered* and the reason for *deregistration*; and
 - (iv) a record of communications with the *relevant customer* required by clauses 164 and 166.

Division 2 Exempt electricity seller additional requirements**168 Information to be given by an exempt electricity seller when advised by a customer**

- (1) Exempt electricity seller obligations when advised by *customer*
 - (a) For purposes of section 40SJ(3) of the **Electricity Industry Act 2000**, the following information is specified as the information that an *exempt electricity seller* must give to a *relevant customer*:
 - (i) a *medical confirmation form* in accordance with subclause (3);
 - (ii) information explaining that, if the *relevant customer* fails to provide *medical confirmation*, the *relevant customer's* premises may be *deregistered* and, if so, the *relevant customer* will cease to receive the *life support protections*;
 - (iii) advice that there may be distributor planned interruptions under the *Electricity Distribution Code* or unplanned interruptions to the supply at the address and that the *distributor* (including *exempt distributor*) and *exempt electricity seller* is required to notify them of a *distributor planned interruption* under the *Electricity Distribution Code*;
 - (iv) information to assist the *relevant customer* to prepare a plan of action in the case of an unplanned interruption;
 - (v) an emergency telephone contact number for the *exempt electricity seller*, any *exempt distributor*, and the *distributor* (the charge for which is no more than the cost of a local call);
 - (vi) information about the types of equipment that fall within the definition of *life support equipment*, and the additional information provided in Schedule 7 of this code of practice;
 - (vii) advice that the *relevant customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and
 - (viii) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
 - (b) For the purposes of sections 40SJ(4) and 40SJ(5) of the **Electricity Industry Act 2000** the following details are specified as details that the *exempt electricity seller* must give to the *retailer* or *exempt distributor*, as applicable:
 - (i) that a person residing or intending to reside at the *relevant customer's* premises requires *life support equipment*; and
 - (ii) the date from which the *life support equipment* is required.
 - (c) For the purposes of section 40SJ(6) of the **Electricity Industry Act 2000**, the following circumstances are specified as circumstances in which the obligations under sections 48SJ(5) and 48DL(5) do not apply to an *exempt electricity seller*:
 - (i) if electricity is supplied to the *relevant customer* by an *exempt distributor*, the *exempt distributor* has already notified the *exempt electricity seller* under clause 5A.8.2(a)(ii) of the *Electricity Distribution Code*.
- (2) Information to be given by an exempt electricity seller when advised by exempt distributor
 - (a) For the purposes of section 40SK(2) of the **Electricity Industry Act 2000** an *exempt electricity seller* must give the *relevant customer* the information that is specified in subclause (1)(a) unless the *exempt electricity seller* has previously provided that information to the *relevant customer* at the *relevant customer's* current premises.

- (3) Content of medical confirmation form
- (a) A *medical confirmation form* provided under subclause (1) must:
 - (i) be dated;
 - (ii) state that completion and return of the form to the *exempt electricity seller* will satisfy the requirement to provide *medical confirmation* under this code of practice;
 - (iii) request the following information from the *relevant customer*:
 - (A) property address;
 - (B) the date from which the *relevant customer* requires supply of *energy* at the premises for the purposes of the *life support equipment*; and
 - (C) *medical confirmation*;
 - (iv) specify the types of equipment that fall within the definition of *life support equipment*;
 - (v) advise the date by which the *relevant customer* must return the *medical confirmation form* to the *exempt electricity seller*; and
 - (vi) advise the *relevant customer* they can request an extension of time to complete and return the *medical confirmation form*.

169 Reminders for confirmation of premises as requiring life support equipment

- (1) Where a *medical confirmation form* is provided under clause 168, the *exempt electricity seller* must:
- (a) from the date of the *medical confirmation form*, give the *relevant customer* a minimum of 50 *business days* to provide *medical confirmation*;
 - (b) provide the *relevant customer* at least two written notices to remind the *relevant customer* that the *relevant customer* must provide *medical confirmation* (each a *confirmation reminder notice*);
 - (c) ensure the first *confirmation reminder notice* is provided no less than 15 *business days* from the date of issue of the *medical confirmation form*;
 - (d) ensure the second *confirmation reminder notice* is provided no less than 15 *business days* from the date of issue of the first *confirmation reminder notice*; and
 - (e) on request from a *relevant customer*, give the *relevant customer* at least one extension of time to provide *medical confirmation*. The extension must be a minimum of 25 *business days*.
- (2) A *confirmation reminder notice* must:
- (a) be dated;
 - (b) state the date by which the *medical confirmation* is required;
 - (c) specify the types of equipment that fall within the definition of *life support equipment*; and
 - (d) advise the *relevant customer* that:
 - (i) the *relevant customer* must provide *medical confirmation*;
 - (ii) the *relevant customer* is temporarily registered as requiring *life support equipment* until the *medical confirmation* is received;
 - (iii) failure to provide *medical confirmation* may result in the *relevant customer* being *deregistered*; and
 - (iv) the *relevant customer* can request an extension of time to provide *medical confirmation*.

170 Ongoing exempt electricity seller obligations

- (1) Where an *exempt electricity seller* is required under sections 40SJ(1) or 40SK(1) of the **Electricity Industry Act 2000** to record *life support customer details* in a *register of life support customers and residents*, the *exempt electricity seller* has the following ongoing obligations:
 - (a) if the *exempt electricity seller* was required to give notice to a *retailer* under section 40SJ(4) of the **Electricity Industry Act 2000** the *exempt electricity seller* must, within one *business day* from receipt, give the *retailer*:
 - (i) relevant information about the *life support equipment* requirements for the *relevant customer's* premises and any relevant contact details; and
 - (ii) a copy of the *relevant customer's medical confirmation*;for the purpose of updating the *retailer's register of life support customers and residents*, unless the relevant information was provided to the *exempt electricity seller* by the *retailer*;
 - (b) if the *exempt electricity seller* was required to give notice to an *exempt distributor* under section 40SJ(5) of the **Electricity Industry Act 2000**, the *exempt electricity seller* must give the *exempt distributor* (within one *business day* from receipt) relevant information about the *life support equipment* requirements for the *relevant customer* (including when the *relevant customer* provides *medical confirmation* to the *exempt electricity seller*) and any relevant contact details for the purposes of updating the *distributor's* registration under clause 5A.8.2(b) of the *Electricity Distribution Code*, unless the relevant information was provided to the *exempt electricity seller* by the *exempt distributor*;
 - (c) when advised by a *relevant customer, retailer, or exempt distributor* of any updates to the *life support equipment* requirements for the *relevant customer's* premises or any relevant contact details, update the *register of life support customers and residents*, within one *business day* from receipt of the advice; and
 - (d) within one *business day* of being notified by a *distributor* about a planned interruption under clause 5.5.1(b) of the *Electricity Distribution Code*, provide the affected *relevant customer* with written notice of the planned interruption.

Note: Section 40SS of the **Electricity Industry Act 2000** prohibits an *exempt electricity seller* from disconnecting a registered *life support customer*.
- (2) The notice given under subclause (1)(d) must:
 - (a) specify the expected date, time and duration of the interruption; and
 - (b) include a 24-hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call.

171 Deregistration of premises

- (1) For the purpose of section 40SV(2) of the **Electricity Industry Act 2000**, *life support customer details* may be removed from the *register of life support customers and residents* in the circumstances as set out in this clause.
- (2) If a *relevant customer* is *deregistered* by an *exempt electricity seller*, the *exempt electricity seller* must within five *business days* update its *register of life support customers and residents* as required by clause 172.
- (3) If no *relevant customer* remains registered with an *exempt electricity seller* under this Part, the *exempt electricity seller* must within five *business days* notify:
 - (a) the *retailer*; and
 - (b) any *exempt distributor* of the date of *deregistration* and the reason for *de-registration*.

- (4) The *exempt electricity seller's* obligations under clause 170 cease to apply in respect of a *relevant customer* once that *relevant customer* is validly *deregistered*.
- (5) Deregistration where medical confirmation not provided
- (a) Where a *relevant customer* who has been registered by an *exempt electricity seller* under sections 40SJ(1) or 40SK(1) of the **Electricity Industry Act 2000** fails to provide *medical confirmation*, the *exempt person* may *deregister* the *relevant customer* only when:
- (i) the *exempt electricity seller* has complied with the requirements under clause 169;
- (ii) the *exempt electricity seller* has taken reasonable steps to contact the *relevant customer* in connection with the *relevant customer's* failure to provide *medical confirmation* in one of the following ways:
- (A) in person;
- (B) by telephone; or
- (C) by electronic means;
- (iii) the *exempt electricity seller* has provided the *relevant customer* with a *deregistration notice* no less than 15 *business days* from the date of issue of the second *confirmation reminder notice* issued under clause 169(1)(d); and
- (iv) the *relevant customer* has not provided *medical confirmation* before the date for *deregistration* specified in the *deregistration notice*.
- (b) A *deregistration notice* must:
- (i) be dated;
- (ii) specify the date on which the *relevant customers* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
- (iii) advise the *relevant customer* they will cease to be registered as requiring *life support equipment* unless *medical confirmation* is provided before the date for *deregistration*; and
- (iv) advise the *relevant customer* that the *relevant customer* will no longer receive the *life support protections* when the *relevant customer* is *deregistered*.
- (6) Deregistration where there is a change in the customer's circumstances
- Where a *relevant customer* who has been registered by an *exempt electricity seller* under sections 40SJ(1) or 40SK(1) of the **Electricity Industry Act 2000** advises the *exempt electricity seller* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the *exempt electricity seller* may *deregister* the *relevant customer* on:
- (a) the date specified in accordance with subclause (6)(a)(i)(B) if:
- (i) the *exempt electricity seller* has provided written notification to the *relevant customer* advising:
- (A) that the *relevant customer* will be *deregistered* on the basis that the *relevant customer* has advised the *exempt electricity seller* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*;
- (B) the date on which the *relevant customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;

- (C) that the *relevant customer* will no longer receive the *life support protections* when the *relevant customer* is *deregistered*;
 - (D) that the *relevant customer* must contact the *exempt electricity seller* prior to the date specified in accordance with subclause (6)(a)(i)(B) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and
 - (E) the *relevant customer* has not contacted the *exempt electricity seller* prior to the date specified in accordance with subclause (6)(a)(i)(B) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; or
- (b) a date that is less than 15 *business days* from the date of written notification if the *relevant customer* or their authorised representative gives *explicit informed consent* to the *relevant customer* being *deregistered* on that date.
- (7) An *exempt electricity seller* may, at any time, request a *relevant customer* whose premises have been registered under sections 40SJ(1) or 40SK(1) of the **Electricity Industry Act 2000** to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.

172 Registration and deregistration details must be kept by exempt electricity sellers

- (1) An *exempt electricity seller* must:
- (a) establish policies, systems and procedures for registering and *deregistering life support customers* to facilitate compliance with the requirements in this Division; and
 - (b) ensure that the *register of life support customers and life support residents* is maintained and kept up to date, including the following details:
 - (i) the date when the *relevant customer* requires supply of *energy* at the premises for the purposes of the *life support equipment*;
 - (ii) when *medical confirmation* was received from the *relevant customer* in respect of the premises;
 - (iii) the date when the *relevant customer* is *deregistered* and the reason for *deregistration*; and
 - (iv) a record of communications with the *relevant customer* required by clauses 169 and 171.

Division 3 Deemed exempt persons and exempt distributors

173 Obligations of retailers with respect to deemed exempt persons and exempt distributors

- (1) When notified by a *deemed exempt person* or an *exempt distributor* that a *life support resident* resides, or is intended to reside, at the premises of a *customer*, a *retailer* must:
- (a) record the same matters in the same manner as required by section 40SI(1) of the **Electricity Industry Act 2000**; and
 - (b) give the *distributor* the same details as required by section 40SI(2) of the **Electricity Industry Act 2000** and clause 163(4) of this code of practice, as if the *deemed exempt person* or *exempt distributor* were an *exempt electricity seller*.
- (2) In relation to a *customer* who is registered with a *retailer* pursuant to subclause (1)(a), the *retailer* must comply with:
- (a) clause 163(1) of this code of practice;
 - (b) section 40SV(2) of the **Electricity Industry Act 2000** and clause 166 of this code of practice; and

(c) clause 165 of this code of practice

as if the *deemed exempt person* or *exempt distributor* were an *exempt electricity seller*, and as if the *customer* were a registered *life support customer* within the meaning of section 40SA of the **Electricity Industry Act 2000**.

Note: For the avoidance of doubt, a contravention of this clause by a *retailer* is not an offence under the **Electricity Industry Act 2000**.

174 Obligations of deemed exempt persons

(1) A *deemed exempt person* must:

(a) when advised by a *customer* that a *life support resident* resides, or intends to reside, at the *customer's premises*:

(i) record the same matters in the same manner as required by section 40SJ(1) of the **Electricity Industry Act 2000**;

(ii) inform the *customer* of the matters required by section 40SJ(2) of the **Electricity Industry Act 2000**;

(iii) give the *customer* the same information in the same manner as required by section 40SJ(3) of the **Electricity Industry Act 2000** and clause 168(1)(a) of this Code of Practice;

(iv) give the *retailer* the information required by sections 40SJ(4) and 40SK(3) of the **Electricity Industry Act 2000** and clause 168(1)(b) of this code of practice; and

(v) give the *exempt distributor* (if any) the information required by section 40SJ(5) of the **Electricity Industry Act 2000** and clause 170(1)(b) of this code of practice;

(b) when advised by an *exempt distributor* that a *life support resident* resides, or intends to reside, at the *customer's premises*:

(i) record the same matters in the same manner as required by section 40SJ(1) of the **Electricity Industry Act 2000**; and

(ii) give the *customer* the information as required by section 40SK(2) of the **Electricity Industry Act 2000** and clause 168(2) of this code of practice,

as if the *deemed exempt person* were an *exempt electricity seller*.

(2) In relation to a *customer* who is registered by a *deemed exempt person* pursuant to subclause (1)(a)(i) or (1)(b)(i), the *deemed exempt person* must comply with:

(a) clause 170 of this code of practice;

(b) section 40SV(2) of the **Electricity Industry Act 2000** and clause 171 of this code of practice; and

(c) clause 172 of this code of practice,

as if the *deemed exempt person* were an *exempt electricity seller*, and as if the *customer* were a registered *life support customer* within the meaning of section 40SA of the **Electricity Industry Act 2000**.

Note: For the avoidance of doubt, a contravention of this clause by a *deemed exempt person* is not an offence under the **Electricity Industry Act 2000**.

Part 9 Termination

175 Objective

(1) The objective of this Part is to regulate the rights and obligations of small customers, *retailers* and *exempt persons* regarding the termination of *customer retail contract* and *exempt person arrangements*.

176 Termination of standard retail contract (SRC)

- (2) A *standard retail contract* terminates:
- (a) subject to subclause (3), in a case where the *small customer*:
 - (i) gives the *retailer* a notice (a *termination notice*) stating that the *small customer* wishes to terminate the contract (even if the *small customer* has vacated the premises earlier); or
 - (ii) is reclassified so that the *customer* is no longer a *small customer*, on a date advised by the *retailer* (which must be at least five but not more than 20 *business days* from the giving of a *termination notice* or a reclassification);
 - (b) on a date agreed between the *retailer* and the *small customer*;
 - (c) when the *small customer* starts receiving *customer retail services* for the premises under a different *customer retail contract* with the *retailer* or a different *retailer*;
 - (d) when a different *customer* starts receiving *customer retail services* for the premises under a *customer retail contract* with the *retailer* or a different *retailer*; or
 - (e) at the end of the period of 10 *business days* commencing on the day the *small customer's* premises are *disconnected*, if there is no contractual right to *re-connection*,
- whichever first occurs.
- (3) Where a *small customer* gives a *termination notice* and notifies the *retailer* of a date on which the *small customer* intends to vacate the premises, the *retailer* must:
- (a) use its best endeavours to ensure that the relevant *meters* are read at, or the relevant *metering data* is obtained for, the premises on the date and at the time agreed with the *small customer* (or as soon as possible after that date if the *small customer* has not provided access to the relevant *meters* on that date or at that time); and
 - (b) prepare and send to the *small customer* at the forwarding address provided by the *small customer* a final bill based on the relevant *meter* reading or *metering data*.
- (4) If the *small customer* gives a *termination notice*, or is reclassified so that the *customer* is no longer a *small customer*, but does not give safe access to the premises to conduct a final *meter* reading (where relevant), the *standard retail contract* does not terminate under subclause (1)(a) until the date the *retailer* issues a final bill and the *customer* has paid any outstanding balance.
- (5) A *retailer* must not impose a termination charge (however described) under a *standard retail contract* in respect of the termination of the contract.
- (6) Termination of a *standard retail contract* does not affect any rights or obligations that have already accrued under the contract.
- (7) Where there is an existing *standard retail contract* between a *retailer* and a *small customer* who is reclassified under the code of practice so that the *customer* is no longer a *small customer*, the *retailer* is no longer obliged to make a *Victorian default offer* or *standing offer* to the *customer*.
- (8) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.

177 Termination of a market retail contract or exempt person arrangement (MRC and EPA)

- (1) A *market retail contract* or an *exempt person arrangement* terminates:
 - (a) on a date agreed between the *retailer* and the *small customer*;
 - (b) when the provision of *customer retail services* to the premises commences under a *customer retail contract* with a different *customer*;
 - (c) when the provision of *customer retail services* to the premises commences under a different *customer retail contract* between the *customer* and the *retailer* or another *retailer*;
 - (d) at the end of the period of 10 *business days* commencing on the day the *small customer*'s premises are *disconnected*, if there is no contractual right to *re-connection*; or
 - (e) subject to subclause (2), on another date or event specified in the *market retail contract* or *exempt person arrangement*,
whichever first occurs.
- (2) A term or condition of a *market retail contract* or an *exempt person arrangement* has no effect:
 - (a) to the extent that it requires a *small customer* to give more than 20 *business days*' notice to terminate the contract; or
 - (b) to the extent that it requires the *small customer* to give prior notice of a termination in order to exercise the *customer*'s right to opt-out of a *demand retail tariff* in accordance with clause 8 of the Advanced Metering Infrastructure (Retail and Networks Tariffs) Order 2021.
- (3) Termination of a *market retail contract* or an *exempt person arrangement* does not affect any rights or obligations that have already accrued under the contract.
- (4) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (5) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

178 Termination in the event of a last resort event

- (1) Where a *retailer* and a *customer* have entered into a *customer retail contract* or *exempt person arrangement*, other than a *dual fuel contract*, and a *last resort event* occurs in relation to the *retailer*, that *customer retail contract* or *exempt person arrangement* will automatically terminate and the *customer* will not be liable for any termination fee or other penalty.
- (2) Where a *retailer* and a *customer* have a *dual fuel contract* under which both gas and electricity are sold under the one contract and:
 - (a) *last resort events* simultaneously occur in relation to the *retailer* in relation to both fuels, that *customer retail contract* will automatically terminate and the *customer* will not be liable for any early termination fee or other penalty; or
 - (b) a *last resort event* occurs in relation to the *retailer* in relation to one of the fuels:
 - (i) the *customer retail contract* will automatically terminate to the extent it applies to the fuel in relation to which the *last resort event* occurred and, subject to subclause (2)(b)(ii), will continue in relation to the other fuel on the same terms and conditions in so far as they apply to the sale of that other fuel;

- (ii) the *customer* may, within 14 days of the *last resort event* occurring, terminate the *customer retail contract* in relation to that other fuel by giving the *retailer* seven days' notice; and
 - (iii) in either case, the *customer* will not be liable for any early termination fee.
- (3) Where a *retailer* and a *customer* have a *dual fuel contract* which comprises two separate *customer retail contracts*, one each for gas and electricity, with synchronised billing cycles, and:
- (a) *last resort events* simultaneously occur in relation to the *retailer* in relation to both fuels, those *customer retail contracts* will automatically terminate and the *customer* will not be liable for any early termination fee or other penalty; or
 - (b) a *last resort event* occurs in relation to the *retailer* in relation to one of the fuels:
 - (i) the *customer retail contract* for the fuel in relation to which the *last resort event* occurred will automatically terminate and the *customer* will not be liable for any early termination fee or other penalty; and
 - (ii) the *customer retail contract* for the other fuel will continue on the same terms and conditions.
- (4) Application of this clause to exempt persons
 Subclause (1) applies to *exempt persons* in the following *categories*:
 VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Part 10 Disconnection of premises

179 Objectives

- (1) The objectives of this Part are to:
- (a) specify requirements that *retailers* and *exempt electricity sellers* must observe before arranging *disconnection* under Part 2, Division 5C of the **Electricity Industry Act 2000** and Part 3, Division 4AA of the **Gas Industry Act 2001**;
 - (b) require *deemed exempt persons* to comply with the same requirements before arranging *disconnection*; and
 - (c) set out the circumstances in which a *retailer* must arrange for *re-connection* of a *customer's* premises.

180 Simplified outline

Divisions 1 and 2 of this Part need to be read together with Part 2, Division 5C of the **Electricity Industry Act 2000** and Part 3, Division 4AA of the **Gas Industry Act 2001**.

Division 1 addresses requirements for *reminder notices*, *access request notices*, *disconnection imminent notices* and *disconnection warning notices*.

Division 2 specifies matters that Part 2, Division 5C, Subdivision 3 of the **Electricity Industry Act 2000** and Part 3, Division 4AA, Subdivision 3 of the **Gas Industry Act 2001** provide may be provided for in an applicable code.

Division 3 addresses the circumstances in which a *retailer* or *exempt person* must arrange for *re-connection* of premises.

Division 1 Preliminary

181 Definitions

In this Part:

access request notice has the same meaning as in section 40SP(1)(c) of the **Electricity Industry Act 2000** and section 48DR(1)(c) of the **Gas Industry Act 2001**;

disconnection warning notice has the same meaning as in section 40SA of the **Electricity Industry Act 2000** and section 48DC of the **Gas Industry Act 2001**;

disconnection warning period means the period that starts on the date of issue of a *disconnection warning notice*, and ends no earlier than six *business days* from the date of issue of the *disconnection warning notice*;

intention to disconnect notice has the same meaning as in section 40SA of the **Electricity Industry Act 2000** and section 48DC of the **Gas Industry Act 2001**;

intention to disconnect period means the period that starts on the date of issue of an *intention to disconnect notice* and ends no earlier than six *business days* from the date of issue of the *intention to disconnect notice*;

reminder notice has the same meaning as in section 40SA of the **Electricity Industry Act 2000** and section 48DC of the **Gas Industry Act 2001**;

reminder notice period in relation to a *small customer*, means the period that starts on the date of issue to the *customer* of a *reminder notice* under clause 182, and ends no earlier than six *business days* after the date of issue of the *reminder notice*.

182 Reminder notices

- (1) A *reminder notice* must have the heading ‘Reminder Notice’ prominently displayed on it.
- (2) A *reminder notice* must not be issued to a *relevant customer*:
 - (a) before the next *business day* after the *pay-by date*; or
 - (b) later than 21 *business days* after the *pay-by date*.
- (3) The purpose of a *reminder notice* is to remind the *relevant customer* of their obligation to pay the bill.
- (4) A *retailer* or *exempt electricity seller* must not issue a *reminder notice* to a *residential customer* who has put forward a payment proposal or revised proposal in accordance with clause 130 that the *retailer* or *exempt electricity seller* has accepted unless the *residential customer* has failed to make a payment by the date on which it was payable under the proposal or revised proposal.
- (5) A *reminder notice* must:
 - (a) state the date of its issue;
 - (b) state the date on which the *reminder notice period* ends;
 - (c) state that payment of the bill is required to be made before the end of the *reminder notice period*; and
 - (d) give details of how to contact the *retailer* or *exempt electricity seller* in connection with a complaint or dispute.

183 Access request notice

- (1) For the purposes of section 40SP(1)(c) of the **Electricity Industry Act 2000** and section 48DR(1)(c) of the **Gas Industry Act 2001**, an *access request notice* must be expressed in plain language, legible and presented clearly and appropriately having regard to its nature.

184 Intention to disconnect notice

- (1) An *intention to disconnect notice* must have the heading ‘Intention to Disconnect’ prominently displayed on it.
- (2) An *intention to disconnect notice* must:
 - (a) state the date of its issue;
 - (b) state the date on which the *intention to disconnect period* ends;
 - (c) identify what action a *relevant customer* may take to avoid *disconnection* before the end of the *intention to disconnect period*; and
 - (d) give details how the *relevant customer* may contact the *retailer* or *exempt electricity seller* in connection with a complaint or dispute.

185 Disconnection warning notices

- (1) A *disconnection warning notice* must:
- (a) state the date of its issue;
 - (b) state the matter giving rise to the potential *disconnection* of the *relevant customer's* premises;
 - (c) if the *relevant customer* is a *residential customer* who is entitled to receive assistance under Part 6:
 - (i) give an explanation in plain language of the notice and of why it is being issued;
 - (ii) give the *relevant customer* clear and unambiguous advice about what the *relevant customer* needs to do to avoid being disconnected from their *energy* supply, including any entitlement that they may have to further assistance under Part 6; and
 - (iii) if the *relevant customer* is or may be eligible for other assistance provided by government or community service providers, give the *relevant customer* clear information about how to access that assistance;
 - (d) where the notice has been issued for not paying a bill:
 - (i) state the date on which the *disconnection warning period* ends; and
 - (ii) state that payment of the bill must be made during the *disconnection warning period*;
 - (e) where the notice has been issued for a reason other than not paying a bill, allow a period of not fewer than five *business days* after the date of issue for the *relevant customer* to rectify the matter before *disconnection* will or may occur;
 - (f) inform the *relevant customer* of applicable *re-connection* procedures and (if applicable) that a charge will be imposed for *re-connection*;
 - (g) include details of the existence and operation of the *energy ombudsman*, including contact details;
 - (h) include details of the telephone number of the *retailer* or *exempt electricity seller* for payment assistance enquiries; and
 - (i) for a *relevant customer* with a *smart meter*, state that *disconnection* could occur remotely.

Division 2 Disconnection obligations of retailers and exempt persons**186 Specified exempt electricity sellers for the purpose of disconnection of premises**

- (1) The *categories of exempt electricity seller* who are specified for the purposes of each of the following sections of Part 2, Division 5C of the **Electricity Industry Act 2000** are identified in the table below.

Electricity Industry Act 2000, section	Categories of exempt electricity seller
40SL	VR1, VR2, VR3 and VR4
40SM	VR1
40SN	VR1
40SO	VR1, VR2, VR3 and VR4
40SP	VR1, VR2, VR3 and VR4
40SQ	VR1, VR2, VR3 and VR4
40SR	VR1, VR2, VR3 and VR4
40SS	VR1, VR2, VR3 and VR4
40SU	VR1, VR2, VR3 and VR4

Note: Each of the identified sections permits an *exempt electricity seller* specified under this code of practice to arrange for supply of electricity at a *relevant customer's* premises to be *disconnected* in the circumstances stated in that section.

187 Residential customer only to be disconnected as a last resort for non-payment

- (1) For the purposes of section 40SM(1)(f) of the **Electricity Industry Act 2000** and section 48DO(1)(f) of the **Gas Industry Act 2001** the following requirements are specified as requirements that a *retailer* or *exempt electricity seller* must comply with in order to arrange *disconnection* of the premises of a *residential customer*:
- (a) the *retailer* or *exempt electricity seller*:
- (i) has complied with all of its obligations to the *residential customer* under clause 141;
 - (ii) has, after the issue of the *disconnection warning notice*, taken all reasonable steps to provide the *residential customer* clear and unambiguous information about the assistance available under Part 6;
 - (iii) has at all times acted fairly and reasonably in relation to the *residential customer*; and
 - (iv) has, where the *residential customer* is an *affected customer*, taken into account the particular circumstances of that *residential customer*; and
- (b) the *retailer* or *exempt electricity seller* has records that are sufficient to evidence the matters mentioned in subclauses (1)(a)(i) to (iv).

188 Extension of Electricity Industry Act 2000 disconnection obligations to embedded network customers of licensed retailers

- (1) A *retailer* must only arrange *disconnection* of the premises of a *small customer* to whom electricity is supplied by an *exempt distributor*, in accordance with Part 2, Division 5C, Subdivision 3 or section 40ST of the **Electricity Industry Act 2000**, as if the *small customer* were a *relevant customer* of the *retailer*.

Note: For the avoidance of doubt, a contravention of this clause by a *retailer* is not an offence under the **Electricity Industry Act 2000**.

189 Extension of Electricity Industry Act 2000 disconnection obligations to deemed exempt persons

- (1) A *deemed exempt person* must not arrange *disconnection* of the premises of a *relevant customer* except as permitted by subclause (2).
- (2) A *deemed exempt person* must only arrange *disconnection* of the premises of a *relevant customer* in accordance with the following sections of Part 2, Division 5C of the **Electricity Industry Act 2000** as if it were an *exempt electricity seller*, if the, deemed exempt person is one of the categories of deemed exempt person specified for that section in the table below:

Electricity Industry Act 2000, section	Categories of deemed exempt persons
40SL	VD1, VD2, VD3, VD6, VD7
40SM	VD1, VD2, VD3, VD6, VD7
40SN	VD1, VD2, VD3, VD6, VD7
40SO	VD1, VD2, VD3, VD6, VD7
40SP	VD1, VD2, VD3, VD6, VD7
40SQ	VD1, VD2, VD3, VD6, VD7
40SR	VD1, VD2, VD3, VD6, VD7
40SS	VD1, VD2, VD3, VD6, VD7
40SU	VD1, VD2, VD3, VD6, VD7

Note: For the avoidance of doubt, a contravention of this clause by a *deemed exempt person* is not an offence under the **Electricity Industry Act 2000**.

190 Timing of disconnection where dual fuel contract

- (1) This clause applies where a *retailer* and a *relevant customer* have entered into a *dual fuel contract* for the *relevant customer's* premises and the *retailer* has the right to arrange for *disconnection* of the premises pursuant to Division 5C of the **Electricity Industry Act 2000**.
- (2) Despite any other provision of this Division, the *retailer* may exercise the right to arrange for *disconnection* of the *relevant customer's* gas supply no sooner than seven *business days* after the date of receipt of the *disconnection warning notice*.
- (3) The *retailer* may exercise the right to arrange for *disconnection* of the *relevant customer's* electricity supply in accordance with timing determined under the *dual fuel contract* but no earlier than 15 *business days* after the date of the *disconnection* of the *relevant customer's* gas supply under subclause (2).

191 Request for disconnection (SRC, MRC and EPA)

- (1) If a *relevant customer* requests the *retailer* to arrange for *disconnection* of the *relevant customer's* premises, the *retailer* must use its best endeavours to arrange for:
 - (a) *disconnection* in accordance with the *relevant customer's* request;
 - (b) a *meter reading*;
 - (c) if applicable, the *preparation* and issue of a final bill for the premises; and
 - (d) where a *relevant customer's* premises can be disconnected remotely and the *retailer* believes it can do so safely, the *retailer* must arrange for *disconnection* of the *relevant customer's* premises within two hours of the *relevant customer's* request, unless the *relevant customer* has requested *disconnection* at a scheduled time.

Note: Supply of electricity or gas may be disconnected by agreement or on notice by the *relevant customer* in accordance with section 40SL of the **Electricity Industry Act 2000** or section 48DN of the **Gas Industry Act 2001**.

- (2) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (3) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (4) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Division 3 Re-connection of premises**192 Obligation on retailer to arrange re-connection of premises (SRC, MRC and EPA)**

- (1) Where a *retailer* has arranged for the *disconnection* of a *small customer's* premises and the *small customer* has within 10 *business days* of the *disconnection*:
 - (a) if relevant, rectified the matter that led to the *disconnection* or made arrangements to the satisfaction of the *retailer*;
 - (b) made a request for *re-connection*; and
 - (c) paid any charge for *re-connection*;
 the *retailer* must, in accordance with any requirements under the *energy laws*, initiate a request to the *distributor* for *re-connection* of the premises.
- (2) If a *small customer* whose premises have been *disconnected* is eligible for a *Utility Relief Grant* and, within 10 *business days* of the *disconnection*, applies for such a grant, then the *small customer* is to be taken by the *retailer* to have rectified the matter that led to the *disconnection*.

- (3) Application of this clause to standard retail contracts
This clause applies in relation to *standard retail contracts*.
- (4) Application of this clause to market retail contracts
This clause applies in relation to *market retail contracts*.
- (5) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

193 Time for re-connection

- (1) If a *small customer* makes a request for *re-connection*:
 - (a) before 3 pm on a *business day*, the *retailer* must arrange for *re-connection* of the *small customer's* premises on the day of the request; or
 - (b) after 3 pm on a *business day*, the *retailer* must arrange for *re-connection* of the *small customer's* premises on the next *business day* or, if the request also is made before 9 pm and the *small customer* pays any applicable additional after hours *re-connection* charge, on the day requested by the *small customer*; or
 - (c) where the *retailer* is able to *re-connect* the *small customer's* premises remotely and reasonably believes that it can do so safely:
 - (i) subject to subclauses (1)(a) and (b), the *retailer* must use its best endeavours to arrange for *re-connection* of the *small customer's* premises within two hours;
 - (ii) in any event, the *retailer* must pass on the request to the relevant *distributor* within one hour after the conclusion of the interaction during which the *small customer* made the request.
- (2) A *retailer* and a *small customer* may agree that later times are to apply to the *retailer*.
- (3) Application of this clause to exempt persons
This clause applies to *exempt persons* in the following *categories*:
VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Schedule 1 Civil Penalty Requirements

The following provisions of this code of practice are specified civil penalty requirements for the purpose of the **Essential Services Commission Act 2001**.

Part 2: Retailers' general obligations	8(1); 8(2); 8(3); 11(1); 12(1); 13(1); 13(2); 13(3); 13(4); 14(1); 16(1); 16(2); 16(3)
Part 4: Retailers' pre-contract and marketing obligations	24(1); 24(2); 26(2)(b); 26(3)(a); 26(3)(b); 26(4); 26(5); 27(1); 28(1); 29(5); 30(1); 30(2); 31(1); 33(1); 34(1); 38(1); 38(2); 38(3); 38(6); 39(1); 39(2); 39(3); 39(4); 39(5); 40(1); 40(3); 40(4); 40(5); 40(6); 40(7); 40(8); 40(9); 40(10); 40(11); 40(12); 41(1); 41(2); 44(1); 45(1); 46(2); 46(3); 47(2); 48(1); 48(2); 49(1); 50(1); 50(2); 51(2); 51(5); 51(7); 52(1); 53(1); 54(1); 54(3).
Part 5: Rights and obligations once a contract is entered into	57(1); 57(2); 59(1); 59(4); 59(6); 59(7); 59(8); 59(10); 59(11); 59(12); 59(13); 59(14); 60(1); 62(1); 63(1); 63(2); 65(1); 66(1); 68(1); 68(2); 68(3); 69(1); 69(2); 69(3); 69(5)(a); 69(7)(b); 69(8); 70(2)(a); 70(2)(b); 70(2)(c); 70(2)(d); 70(3); 71(1); 71(2); 71(3); 72(1); 72(3); 72(4); 72(5); 73(1); 73(2); 73(3); 73(4); 74(1); 74(2); 75(2); 75(3); 75(4); 76(1); 77(1)(b); 80(1); 81(1); 82(1); 84(1); 85(1); 85(2); 85(3); 85(4); 85(5); 85(6); 85(8); 86(3); 87(1); 88(1); 89(1); 89(2); 89(3); 90(1); 90(2); 92(2); 92(3); 92(4); 92(5); 93(1); 94(2); 94(4); 95(1); 96(1); 97(5); 97(6); 98(1); 98(2); 98(3); 99(1); 100(2); 102(1); 102(2); 103(1); 104(1); 106(1); 107(1); 107(2); 107(3); 108(1); 108(3); 109(1); 110(1); 110(2); 110(3); 110(4); 111(2); 111(4); 111(5); 112(1); 112(2); 113(1); 114(1); 115(1); 119(1); 119(2); 119(3); 119(4); 119(5); 120(1).
Part 6: Assistance for residential customers anticipating or facing payment difficulties	125(1); 125(2); 129(3); 130(2); 130(5); 130(6); 131(2); 131(3); 132(1); 135(1); 138(1); 138(2); 138(3); 139(1); 139(2); 139(5); 141(1); 143(1); 144(1); 144(2); 144(3); 145(1); 146(2); 146(3); 146(4); 146(5); 146(6); 146(7); 146(8).
Part 7: Assistance for customers affected by family violence	149(1); 150(1); 150(4); 150(6); 151(1); 152(1); 153(1); 154(1); 154(2); 155(1); 157(1); 158(1); 159(1); 160(1); 160(2).
Part 8: Life support equipment	164(1); 164(2); 165(1); 165(2); 167(1); 168(1); 169(1); 169(2); 172(1); 173(1); 173(2); 174(1); 174(2).
Part 9: Termination	176(2); 176(4); 182(4); 189(1); 191(1); 192(1); 193(1).

Schedule 2 Model terms and conditions for standard retail contracts

(Clause 18)

PREAMBLE

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

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

Notes for Victorian customers:

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

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

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

More information about this contract and other matters is on our website [permitted alteration: insert retailer's website address].

1. THE PARTIES

- (1) This contract is between:
- (2) [Permitted alteration: name of designated retailer] who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and
- (3) You, the customer to whom this contract applies (in this contract referred to as 'you' or 'your').

2. DEFINITIONS AND INTERPRETATION

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

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**3.1 These are our terms and conditions**

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

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a residential customer; or

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

3.3 Electricity or gas

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

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

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

4.2 When does this contract end?

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

4.3 Vacating your premises

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

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

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

5.2 What is not covered by this contract?

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

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

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

6.3 Life support equipment

- (a) Before this contract starts, we were required to ask you whether a person residing or intending to reside at your premises requires *life support equipment*.
- (b) If a person living or intending to live at your premises requires *life support equipment*, you must:
 - (i) advise us that the person requires *life support equipment*;
 - (ii) register the premises with us or your distributor; and
 - (iii) upon receipt of a *medical confirmation form*, provide *medical confirmation* for the premises.
- (c) Subject to satisfying the requirements in this code of practice, the *Electricity Distribution Code* or the *Gas Distribution System Code*, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your distributor.
- (d) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.
- (e) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:
 - (i) at least 50 *business days* to provide *medical confirmation* for the premises;
 - (ii) general advice that there may be a *distributor planned interruption* or *unplanned interruption* to the supply of energy to the premises;

- (iii) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
- (iv) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

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

7. OUR LIABILITY

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

Note for Victorian customers:

The reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the **National Electricity (South Australia) Act 1996** or, in the case of gas, to section 232 of the **Gas Industry Act 2001** or section 33 of the **Gas Safety Act 1997**.

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

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

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

8.2 Changes to tariffs and charges

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

Note for Victorian customers:

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

8.3 Variation of tariff due to change of use

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

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

8.4 Variation of tariff or type of tariff on request

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

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

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

8.6 GST

Amounts specified in the standing offer prices from time to time and other amounts payable under this contract are inclusive of *GST*.

9. BILLING

9.1 General

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

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

9.2 Calculating the bill

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

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

9.3 Estimating the energy usage

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

Note for Victorian customers:

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

- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your *meter* is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later *meter* read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the *meter* was not read (if less than 12 months), or otherwise over 12 months.

- (d) If the *meter* has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the *meter*, we will comply with your request but may charge you any cost we incur in doing so.

9.4 Your historical billing information

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

9.5 Bill smoothing

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

10. PAYING YOUR BILL

10.1 What you have to pay

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

10.2 Issue of reminder notices

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

10.3 Difficulties in paying

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

Note for Victorian customers:

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

10.4 Late payment fees

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

[Required alteration: deletion of this clause is a required alteration where late payment fees for small customers under a standard retail contract are not permitted by a State or Territory law. If this contract is used for multiple jurisdictions including Victoria and another jurisdiction where late payment fees are permitted, the following text must be inserted ‘This clause does not apply where your premises is located in Victoria’].

11. METERS

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

12. UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

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

12.2 Overcharging

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

12.3 Reviewing your bill

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

Note for Victorian customers:

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

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

13. SECURITY DEPOSITS

13.1 Security deposit

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

13.2 Interest on security deposits

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

13.3 Use of a security deposit

- (a) We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:

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

13.4 Return of security deposit

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

14. DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

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

- (a) you do not pay your bill by the *pay-by-date* or, if you are a *residential customer* receiving assistance under Part 6 of the Energy Retail Code of Practice, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you do not provide a *security deposit* we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

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

14.3 When we must not arrange disconnection

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

Note for Victorian customers:

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

- (ii) on a Friday or the day before a public holiday; or
- (iii) on a weekend or a public holiday; or

- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
- (v) if you are being disconnected under clause 14.1, during an extreme weather event.

Note for Victorian customers:

Paragraph (v) does not apply in Victoria.

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

Note for Victorian customers:

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

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

15. RE-CONNECTION AFTER DISCONNECTION

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

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

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

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

17. NOTICES AND BILLS

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

18. PRIVACY ACT NOTICE

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

19. COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

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

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

19.2 Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to [required alteration: insert name of relevant energy ombudsman].

20. FORCE MAJEURE

20.1 Effect of force majeure event

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

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

20.2 Deemed prompt notice

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

20.3 Obligation to overcome or minimise effect of force majeure event

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

20.4 Settlement of industrial disputes

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

21. APPLICABLE LAW

The laws of [required alteration: insert the name of the relevant participating jurisdiction where the customer's premises are located] govern this contract.

22. RETAILER OF LAST RESORT EVENT

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

23. GENERAL

23.1 Our obligations

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

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

23.2 Amending this contract

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

Note for Victorian customers:

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

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

Simplified explanation of terms

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

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

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

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

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

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

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

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

Note for Victorian customers:

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

distributor planned interruption means an *interruption* of supply planned in advance by a *distributor*, including for planned maintenance, repair or augmentation of the distribution system; or for installation of a new supply to another customer;

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

energy means electricity or gas;

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

Note for Victorian customers:

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

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

Note for Victorian customers:

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

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

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

medical confirmation means certification in a *medical confirmation form* from a registered medical practitioner that a person residing or intending to reside at a customer's premises requires *life support equipment*;

medical confirmation form means a written form issued by a *retailer* to enable the customer to provide medical confirmation to the *retailer*;

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

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

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

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

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

Note for Victorian customers:

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

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

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

small customer means:

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

Note for Victorian customers:

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

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

Schedule 3 Transitional Provisions

1. Victorian default offers and standing offers

- (1) Each *retailer* that is required to publish a *Victorian default offer* or *standing offer* under section 35(1)(b) of the **Electricity Industry Act 2000** or section 42(1)(b) of the **Gas Industry Act 2001** must, if any amendment is required to its existing *Victorian default offers* or *standing offers* in order to comply with this code of practice, must on or before 30 days before the date on which this code of practice comes into operation (the commencement date):
 - (a) adopt the model terms set out in Schedule 2, varied to incorporate any permitted alterations or required alterations, and publish the model terms as so adopted in the Government Gazette as a variation to its existing *Victorian default offer* or *standing offer* in accordance with section 35(4) of the **Electricity Industry Act 2000** and section 42(4) of the **Gas Industry Act 2001**; or
 - (b) otherwise vary its existing *Victorian default offer* or *standing offer* so that it complies with the requirements of this code of practice and:
 - (i) submit the varied *Victorian default offer* or *standing offer* for approval by the *Commission*; and
 - (ii) after obtaining the *Commission's* approval, publish the varied *Victorian default offer* or *standing offer* in the Government Gazette, in accordance with section 35(4) of the **Electricity Industry Act 2000** and section 42(4) of the **Gas Industry Act 2001**.

2. Market retail contracts

- (a) A contract which is a *market retail contract* for the purpose of the Energy Retail Code as in effect immediately before the commencement date is taken to be a *market retail contract* for the purpose of this code of practice as in effect on and from the commencement date.
- (b) The terms and conditions set out in a *market retail contract* entered into on or after the commencement date must be consistent with the requirements of this code of practice that apply to *market retail contracts*.
- (c) If any amendment is required to a *retailer's* existing *market retail contracts* in order to comply with this code of practice, the terms and conditions set out in a *market retail contract* that is in existence on the commencement date must be varied, or must be replaced by a new *market retail contract*, so that they are consistent with the requirements of this code of practice on or before the commencement date.

Schedule 4 Bulk Hot Water Formulas**Bulk Hot Water Charging****Gas bulk hot water Pricing Formulae**

- A. *Gas bulk hot water rate* (cents per litre) = CF (MJ per litre)
 * *gas bulk hot water tariff* (cents per MJ)

Where *customers* are charged by their *retailer* for *energy* in delivering *gas bulk hot water*:

$$\text{CF} = \text{the gas bulk hot water conversion factor} \\ = 0.49724 \text{ MJ per litre}$$

$$\text{gas bulk hot water tariff} = \text{the standing offer tariff applicable to the gas bulk hot water unit (gas tariff 10/11)}$$

Where *customers* are charged for *energy* in delivering *gas bulk hot water* pursuant to a *market retail contract*:

$$\text{CF} = \text{the gas bulk hot water conversion factor} \\ = 0.49724 \text{ MJ per litre}$$

$$\text{gas bulk hot water tariff} = \text{the market tariff applicable to the bulk hot water unit}$$

- B. *Retailer provided gas bulk hot water per customer supply charge* (cents) = the supply charge under the tariff applicable to the relevant *gas bulk hot water* unit divided by the number of *customers* supplied by the relevant *gas bulk hot water* unit.

Retailers may decide not to charge the supply charge or may decide to roll-in the supply charge into the commodity charge of the applicable tariff.

- C. *Customer gas bulk hot water charge* (cents) = the *customer's* metered consumption of hot water (litres)
 * *gas bulk hot water price* (cents per litre) + *customer's* supply charge (cents)

Electric Bulk Hot Water Billing Formulae

- A. Where *customers* are charged for *energy* in delivering *electric bulk hot water* either by their *retailer* under a *standard retail contract* or pursuant to a *market retail contract* the:

$$\text{Customer electricity bulk hot water charge (cents)} = \text{the customer's metered consumption of hot water (kilolitres)}$$

* electricity tariff rate(s) applicable to the *customer* for the applicable *electric bulk hot water* unit (cents per kWh)

* CF (kWh per kilolitre)

Where:

CF = *electric bulk hot water conversion factor* used by *retailers* to bill *electric bulk hot water* customers. The *electric bulk hot water conversion factor* will have a maximum value of 89 kWh per kilolitre. Where *customers* are currently billed using a lower *electric bulk hot water conversion factor*, or a lower *electric bulk hot water conversion factor* for the site is assessed, *retailers* must bill *customers* using the lower *electric bulk hot water conversion factor*.

The *customer's* electricity tariff must be an off-peak tariff if supplied from an off-peak *electric bulk hot water* unit.

Schedule 5 Tables of categories of activities for exempt persons under the General Exemption Order 2017

Note: The categories below are current as at the date of commencement of this Code of Practice but may be amended from time to time by a subsequent Order in Council.

Retail activity deemed exemptions

Category	Description
VD1	Persons selling metered electricity to fewer than 10 small commercial/retail customers within the limits of a site that they own, occupy, or operate.
VD2	Persons selling metered electricity to fewer than 10 residential customers within the limits of a site that they own, occupy, or operate (excluding retirement villages, caravan parks, holiday parks, residential land lease parks, and manufactured home estates)
VD3	Persons selling metered electricity to occupants of holiday accommodation on a short-term basis (excluding caravan parks, holiday parks, residential land lease parks, and manufactured home estates).
VD4	Persons temporarily selling electricity on construction sites, where the sale is an incidental supply to facilitate bona fide construction and commissioning of new facilities on the same or an adjoining site.
VD5	Persons selling electricity to a related company.
VD6	Persons selling electricity on or within the person's premises to customers in conjunction with, or ancillary to, the provision of telecommunications services. Includes internet, telephone, mobile phone, fibre optic, hybrid fibre cable, television, radio, Wi-Fi or other communications technology.
VD7	Government agencies selling metered electricity to non-residential customers for purposes that are ancillary to their primary functions or objectives under the laws under which they are established.

Retail activity registration exemptions

Category	Description
VR1	Persons selling metered electricity to 10 or more small commercial/retail customers within the limits of a site that they own, occupy, or operate.
VR2	Persons selling metered electricity to 10 or more residential customers within the limits of a site that they own, occupy, or operate, excluding sales to residents of retirement villages, caravan parks, holiday parks, residential land lease parks and manufactured home estates.
VR3	Retirement villages selling metered electricity to residential customers within the limits of a site that they own, occupy, or operate.
VR4	Persons selling metered electricity in all caravan parks, holiday parks, residential land lease parks, and manufactured home estates.
VR5	Persons selling metered electricity to large customers.

Schedule 6 Definition of explicit informed consent and clause 9 of the General Exemption Order 2017

Clause 3 of the General Exemption Order sets out definitions. The definition of explicit informed consent in the Order is set out below and is current as at 1 March 2022. The definition may be amended from time to time by a subsequent Order in Council under section 17 of the **Electricity Industry Act 2000**.

In the Order, **explicit informed consent** means consent is given by a customer to an exempt person where:

- (a) the exempt person, or a person acting on behalf of the exempt person, has clearly, fully and adequately disclosed, in plain English, all matters relevant to the consent of the customer, including each specific purpose or use of the consent; and
- (b) the customer gives the consent to the arrangement or transaction,
 - (i) in writing, signed by the customer; or
 - (ii) verbally, if the verbal consent is evidenced in a way that it can be verified and recorded; or
 - (iii) by electronic communication generated by the customer.

Clause 9 of the General Exemption Order is set out below and is current as at 1 March 2022. The wording may be amended from time to time by a subsequent Order in Council under section 17 of the **Electricity Industry Act 2000**.

9. Informed consent and provision of information

- (1) It is a condition of an exemption under Division 1 that the exempt person must obtain the explicit informed consent of the customer to an arrangement for the sale of electricity to that customer.
- (2) It is a condition of an exemption under Division 1 that the exempt person must provide the following information, in plain English, to the customer before obtaining the consent referred to in subclause (1):
 - (a) that the customer has the right to elect to purchase electricity from a licensed retailer of their choice, and information on the options for metering that would allow this choice;
 - (b) that the exempt person is not subject to all the obligations of a licensed retailer and the customer will not receive the same protections as it would if it were purchasing from a licensed retailer;
 - (c) the customer's rights in relation to dispute resolution including:
 - (i) the contact details of the exempt person as the initial point of contact for disputes; and
 - (ii) the exempt person's procedures for handling disputes and complaints; and
 - (iii) from 1 July 2018, the right that the customer has to access an external dispute resolution service approved by the Essential Services Commission;
 - (d) the forms of assistance available if the customer is unable to pay electricity bills due to financial difficulty, as well as the process the customer should follow to seek these forms of assistance;
 - (e) the electricity tariffs and all associated fees and charges that will apply to the customer in relation to the sale of electricity;
 - (f) the flexible payment options that are available to the customer in relation to the sale of electricity, such as arrangements for payment by periodic instalments (bill smoothing);
 - (g) contact numbers in the event of an electricity fault or emergency.

- (3) It is a condition of an exemption under this Part that an exempt person must also provide the information set out in subclause (2):
- (a) at any time at the request of the customer or the Essential Services Commission; and
 - (b) annually to the customer.

Schedule 7 Life support equipment

Life support equipment has the same meaning as in section 40SA of the **Electricity Industry Act 2000**, namely:

- (a) an oxygen concentrator
- (b) an intermittent peritoneal dialysis machine
- (c) a kidney dialysis machine
- (d) a chronic positive airways pressure respirator
- (e) Crigler-Najjar syndrome phototherapy equipment
- (f) a ventilator for life support
- (g) in relation to a particular *customer* – any other equipment (whether fuelled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the *customer's* premises for life support.

‘Other equipment’ for the purpose of subclause (g) of the above definition of life support equipment may include, but is not limited to, the following:

- (i) external heart pumps
 - (ii) respirators (iron lung)
 - (iii) suction pumps (respiratory or gastric)
 - (iv) feeding pumps (kangaroo pump, or total parenteral nutrition)
 - (v) insulin pumps
 - (vi) airbed vibrator
 - (vii) hot water
 - (viii) nebulizer, humidifiers or vaporizers
 - (ix) apnoea monitors
 - (x) medically required heating and air conditioning
 - (xi) medically required refrigeration
 - (xii) powered wheelchair.
-

Fisheries Act 1995**FURTHER QUOTA ORDER UNDER SECTION 64A – PIPI FISHERY**

I, Chris Padovani, Acting Director Fisheries Management, Policy, Science, Licensing and Communications at the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating, having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Further Quota Order under section 64A of the Act for the Pipi Fishery.

1. This Order applies for the period commencing 1 April 2022 and ending on 31 March 2023 both dates inclusive (the quota period).
2. The total allowable catch for Discovery Bay (Western) pipi zone is 10,000 kg.
3. The total allowable catch for Discovery Bay (Eastern) pipi zone is 40,000 kg.
4. The total allowable catch for Venus Bay commercial pipi zone is 2,000 kg.
5. Individual quota units have been calculated based on a total quota of 52,000 kg with a maximum of 1000 quota units, with each quota unit equating to 52 kg.

This Order commences on 1 April 2022 and remains in force until the end of 31 March 2023.

Notes:

1. There are 192.31 quota units in the Discovery Bay (Western) pipi zone.
2. There are 769.23 quota units in the Discovery Bay (Eastern) pipi zone.
3. There are 38.46 quota units in the Venus Bay commercial pipi zone.

Dated 21 February 2022

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

North East Link Act 2020

Section 50

**NOTICE OF MAKING AND PUBLICATION OF
NORTH EAST LINK TOLLING AGREEMENT**

In accordance with section 50(1) of the **North East Link Act 2020**, notice is hereby given of the making of the North East Link tolling agreement, dated 27 October 2021.

The North East Link tolling agreement is published and available at <https://transport.vic.gov.au/about/document-archive#NEL>

NORTH EAST LINK
STATE TOLLING CORPORATION

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

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

Feature Naming:

Change Request Number	Place Name	Authority	Location
–	Bald Hills	Department of Environment, Land, Water and Planning	Located at (148.142481, -37.179985)
	Green Hills		Located at (143.849802, -36.570657)
	Lookout Spur		Located at (145.850224, -37.161754)
	Telephone Flat		Located at (141.960176, -35.456979)
	The Wombat Range		Located at (146.258007, -36.950057)
	Clover Plain		Located at (146.676715, -37.196013)
	Dabons Flat		Located at (146.350201, -37.189268)
	Low Saddle		Located at (147.795261, -37.202487)
	Keppel Ridge		Located at (145.943801, -37.497851)
	Clear Open Flat		Located at (141.451109, -35.492550)
	Mallee Flat		Located at (141.302527, -35.478326)
	Shirleys Slide		Located at (146.277036, -37.841873)
143440	Kathleen Aitken Park	Hume City Council	Located at 22–28 The Avenue, Sunbury. For further details see map at: www.land.vic.gov.au/place-naming

Road Naming:

Change Request Number	Road Name	Locality	Naming Authority and Location
–	Figbird Circuit	Clyde North	Casey City Council Private Roads located at 10 Skylark Boulevard, Clyde North.
	Marsh Crake Grove		
	Bronzewing Boulevard		
	Warbler Rise		
	Pardalote Grove		
	Moorhen Drive		
	Spinebill Drive		
	Gerygone Lane		
	Pipit Drive		
	Firetail Boulevard		
	King Parrot Lane		
	Jacky Winter Way		
	Logrunner Road		

Geographic Names Victoria

Land Use Victoria

2 Lonsdale Street

Melbourne 3000

CRAIG L. SANDY
Registrar of Geographic Names

Health Complaints Act 2016

Section 90

INTERIM PROHIBITION ORDER

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (Commissioner) has made this Interim Prohibition Order because the Commissioner reasonably believes that the general health service provider named below has contravened a code of conduct applying to the general health service being provided and is satisfied that it is necessary to make this order to avoid a serious risk to the health, safety or welfare of the public.

Name of the general health service provider on whom the Interim Prohibition Order is imposed:	Sean Connell trading as 'Energy Wellness' (ABN: 96 671 286 250) operating in South Belgrave and South Morang in the State of Victoria.
Date this Interim Prohibition Order takes effect:	25 February 2022
Date on which this Interim Prohibition Order expires:	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 19 May 2022 while an investigation is conducted unless it is revoked before that date.
Effect of this Interim Prohibition Order:	<ol style="list-style-type: none"> 1. The general health service provider named above must not directly or indirectly; <ol style="list-style-type: none"> a) advertise or cause to be advertised; or b) offer or cause to be offered; or c) provide or cause to be provided; or d) establish, direct, or otherwise operate any business that either advertises, offers or provides (or causes to be advertised, offered or provided) any general health service paid or otherwise, in a clinical or non-clinical capacity. 2. The general health service provider named above must display a copy of this Interim Prohibition Order prominently at their business premises and must ensure that it is easily visible to the public. 3. The general health service provider named above must publish a copy of this Interim Prohibition Order on the homepage of any website or social media platform used to promote themselves or the supply of any goods or services, including but not limited to: <ol style="list-style-type: none"> a) https://www.lymphdraining.com/; b) https://lymphatic-drainage-with-lymphologist.business.site/?hl=en; c) https://energy-wellness-holistic-medicine-practitioner.business.site/;

	<p>d) https://au.oceaniabiz.com/victoria/lymphatic-drainage-melbourne-lymphologistlymph-drainage-504028;</p> <p>e) https://australia247.info/explore/victoria/whittlesea_city/morang/lymphaticdrainage-massage-melbourne-0488-417-788.html</p> <p>4. The published Interim Prohibition Order must remain on any website or social media platform used to promote themselves or the supply of any goods or services until the Interim Prohibition Order has expired or is revoked.</p>
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In this Interim Prohibition Order ‘general health service’ and ‘general health service provider’ have the same meaning as in section 3 of the **Health Complaints Act 2016**.

This Interim Prohibition Order takes effect on the service of the order on the general health service provider to whom it applies.

This Order will be published in the Victoria Government Gazette and on the internet site of the Health Complaints Commissioner, www.hcc.vic.gov.au

ELIZABETH LANGDON
Acting Health Complaints Commissioner

Housing Act 1983

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

Unison Housing Ltd

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

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

Volume	Folio	Address
09451	496	G02 25 Market Road, Werribee, Victoria 3030
09451	496	G03 25 Market Road, Werribee, Victoria 3030
09451	496	G04 25 Market Road, Werribee, Victoria 3030
09451	496	101 25 Market Road, Werribee, Victoria 3030
09451	496	102 25 Market Road, Werribee, Victoria 3030
09451	496	103 25 Market Road, Werribee, Victoria 3030
09451	496	104 25 Market Road, Werribee, Victoria 3030
09451	496	105 25 Market Road, Werribee, Victoria 3030

Dated 22 February 2022

Signed at Melbourne in the State of Victoria
BEN RIMMER
Director of Housing

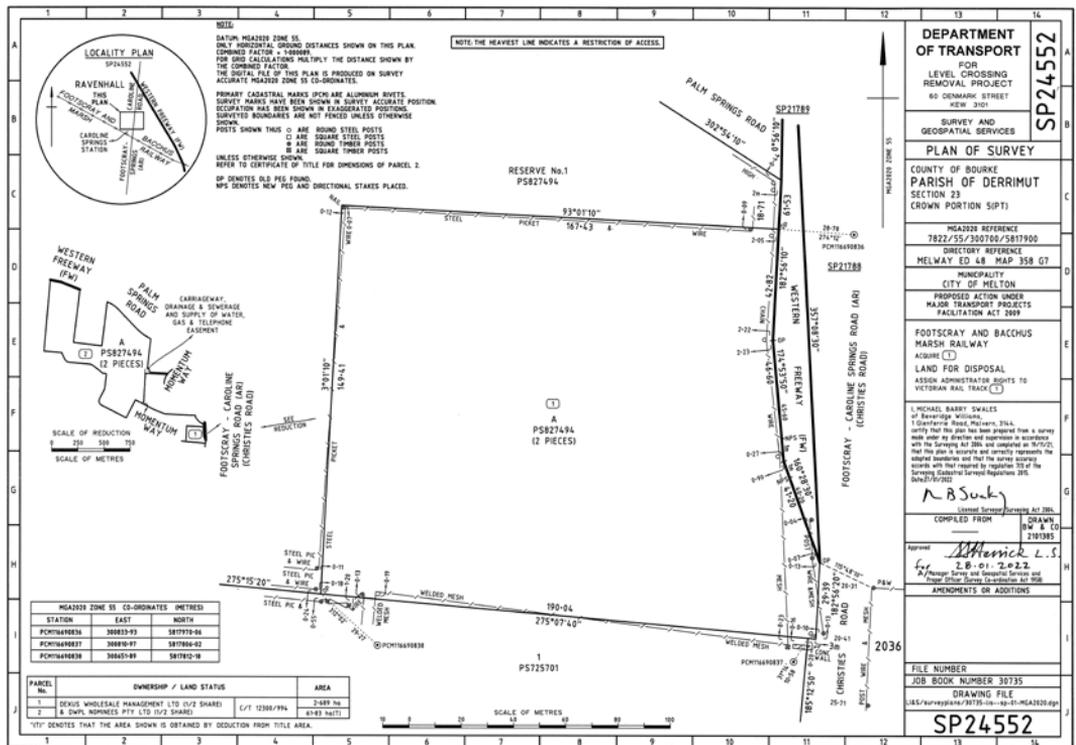
Major Transport Projects Facilitation Act 2009
APPROVED FORM UNDER SECTION 113A
 Notice of Acquisition
 Compulsory Acquisition of Interest in Land

The Secretary to the Department of Transport, as the project authority for the approved project known as the Car Parks for Commuters Project, declares that by this notice it acquires the following interest in the Land described as Lot 1 on Survey Plan 24552, as shown on the below plan, being part of the land described as Lot AA on Plan of Subdivision 835619V contained in Certificate of Title Volume 12353 Folio 694 (and shown on the Survey Plan by its former description, being Lot A on Plan of Subdivision 827494K, as then contained in Certificate of Title Volume 12300 Folio 994) (Land):

The estate in fee simple of the tenants in common Dexu Wholesale Management Ltd and DWPL Nominees Pty Ltd, and all other interests in the Land.

The acquisition is made pursuant to section 112 of the **Major Transport Projects Facilitation Act 2009** for the purpose of the Car Parks for Commuters Project at Caroline Springs Station.

A notice of intention to acquire the interest in the Land was served on 2 September 2021 under section 7(1) of the **Land Acquisition and Compensation Act 1986**.



For and on behalf of the Secretary to the Department of Transport
 Signed: MARY SANDERSON
 Name: Mary Sanderson
 Acting Director, Property Projects
 Department of Transport
 Date: 3 March 2022

Public Health and Wellbeing Act 2008

Section 165AI

GUIDANCE FOR THE PANDEMIC

(ADDITIONAL INDUSTRY OBLIGATIONS) ORDER 2022 (No. 7)

The presence of a person with a positive diagnosis for COVID-19 at a work premises is considered to pose an immediate risk of transmission to persons who attend, or may attend, the work premises. This Order imposes additional specific obligations on employers and workers in specific industries in relation to managing the risk associated with COVID-19.

The following industries must comply with this Order:

- (1) poultry processing facilities;
- (2) abattoirs and meat processing facilities;
- (3) seafood processing facilities;
- (4) supermarket work premises and perishable food work premises;
- (5) warehousing and distribution centres;
- (6) commercial cleaning services;
- (7) care facilities;
- (8) ports of entry servicing international arrivals;
- (9) hotel quarantine;
- (10) hospitals;
- (11) schools;
- (12) childcare or early childhood services;
- (13) construction sites.

An authorised officer or inspector may conduct an inspection of the work premises and audit the records of the employer.

An employer must consult with health and safety representatives, together with workers who are likely to be directly affected in relation to the implementation of the Additional Industry Obligations.

Failure to comply with this Order may result in penalties.

This explanatory guidance does not form part of the Pandemic (Additional Industry Obligations) Order 2022 (No. 7) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (ADDITIONAL INDUSTRY OBLIGATIONS) ORDER 2022 (No. 7)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (ADDITIONAL INDUSTRY OBLIGATIONS) ORDER 2022 (No. 7)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

- (1) The purpose of this Order is to establish additional specific obligations on employers and workers in specific industries in relation to managing the risk associated with COVID-19 transmission in the work premises.
- (2) This Order must be read together with the pandemic orders in force.
- (3) This Order is intended to supplement any obligations an employer may have under the **Occupational Health and Safety Act 2004** and the Workplace Orders and are not intended to derogate from any such obligations.

2. Citation

This Order may be referred to as the **Pandemic (Additional Industry Obligations) Order 2022 (No. 7)**.

3. Authorising provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 11:59:00 pm on 20 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Additional Industry Obligations) Order 2022 (No. 6)** is revoked at 11:59:00 pm on 20 February 2022.

5. Definitions

Terms used in the Order have meanings set out in Schedule 2.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – ADDITIONAL INDUSTRY OBLIGATIONS**7. Application of this Order to certain employers and roles**

- (1) This Order applies to Additional Obligation Industries, namely:
 - (a) poultry processing facilities;
 - (b) abattoirs and meat processing facilities;
 - (c) seafood processing facilities;
 - (d) supermarket work premises and perishable food work premises;
 - (e) warehousing and distribution centres;
 - (f) commercial cleaning services;
 - (g) care facilities;
 - (h) ports of entry servicing international arrivals;
 - (i) hotel quarantine;
 - (j) hospitals;
 - (k) schools;
 - (l) childcare or early childhood services;
 - (m) construction sites.

- (2) This Order applies to Additional Obligation Industries work premises that are located:
 - (a) in relation to supermarket work premises and perishable food work premises, and warehousing and distribution centres, in Metropolitan Melbourne; and
 - (b) in relation to all other Additional Obligation Industries not referred to in paragraph (a), anywhere in Victoria, unless this Order indicates otherwise.

8. General obligations

Clauses 9 and 10 apply to high-risk hospital work premises.

Note: the exception of care facilities and hospitals (except for high-risk hospital work premises) as being exempt from the requirements in clause 8 does not exempt care facilities from satisfying equivalent requirements imposed under other regulatory arrangements.

9. Compliance

To assess an employer's compliance with this Order, an authorised officer or inspector (or their nominated representative) may conduct:

- (1) an inspection of a work premises; or
- (2) an inspection or audit of the records of an employer.

10. Consultation

An employer in relation to a high-risk hospital work premises must, to the extent reasonably practicable, consult with health and safety representatives, together with workers who are, or are likely to be, directly affected:

- (1) to identify or assess risks to health or safety at a work premises; and
- (2) to make decisions about the measures to be taken to control risks to health and safety; and
- (3) to determine if any risk identified under subclause (1) is either under the employer's management and control or arises from the employer's conduct; and
- (4) to make decisions about the adequacy of facilities for the welfare of workers; and
- (5) in making decisions about procedures to resolve health and safety issues, including (but not limited to):
 - (a) procedures around health and safety consultation itself;
 - (b) procedures to monitor the health of workers and the conditions of the work premises;
 - (c) procedures to provide information and training to workers; and
- (6) by a change to:
 - (a) a work premises; or
 - (b) the plant, substances, or other things used at a work premises; or
 - (c) the conduct of work performed at a work premises.

11. Additional Industry Obligations

- (1) An employer in relation to an Additional Obligation Industry work premises must:
 - (a) where the employer's work premises is an industry that is listed in the Surveillance Testing Industry List and Requirements (as amended from time to time on the advice of the Chief Health Officer):
 - (i) carry out surveillance testing for COVID-19 on its workers in relation to the work premises in accordance with the requirements of the Surveillance Testing Industry List and Requirements (as amended from time to time on the advice of the Chief Health Officer), including:
 - (A) those sections of its workforce required to be tested under the Surveillance Testing Industry List and Requirements;
 - (B) a weekly surveillance testing target of the percentage of workers that are to be tested; and

- (ii) for industries that require workers to undergo a COVID-19 rapid antigen test, if a worker receives an invalid test result from the COVID-19 rapid antigen test, the employer must direct the worker to undertake a second COVID-19 rapid antigen test as soon as possible; and
- (iii) for industries that require workers to undergo a COVID-19 test, if a worker receives:
 - (A) a positive test result from the COVID-19 rapid antigen test, the employer must direct the worker to immediately self-isolate in accordance with the Quarantine, Isolation and Testing Order; or
 - (B) two successive invalid COVID-19 rapid antigen test results, the employer must direct the worker to:
 - (1) undertake a COVID-19 PCR test as soon as possible; and
 - (2) immediately self-isolate until a negative COVID-19 PCR test result is received; and
- (iv) keep records of surveillance testing of workers for COVID-19, which demonstrate that the employer has complied with its obligations under subparagraph (i) in relation to the work premises; and
- (v) provide the records required to be kept by the employer under subparagraph (iv) to the Department upon request by the Department for those records.

Note: the industries and requirements included in the Surveillance Testing Industry List and Requirements may be amended on the advice of the Chief Health Officer.

- (2) An employer is not required to carry out surveillance testing for COVID-19 pursuant to subparagraph (1)(a)(i) in relation to a worker who is a confirmed case for a period of 30 days commencing from the date the diagnosis of COVID-19 is confirmed through a COVID-19 PCR test.

12. **Abattoirs and meat processing facilities, poultry processing facilities and seafood processing facilities**

In relation to a work premises that is an abattoir, meat processing facility, poultry processing facility or seafood processing facility, an employer must ensure that all workers at the work premises wear the appropriate level of personal protective equipment:

- (1) to carry out the functions of the worker's role; and
- (2) to mitigate the introduction of COVID-19 at the work premises including (but not limited to) at a minimum, wearing a surgical face mask, unless it is not reasonably practicable to wear a surgical face mask in the work premises or the nature of a worker's work means that it creates a risk to their health and safety.

*Note: an employer at a work premises that is an abattoir, meat processing facility, poultry processing facility or seafood processing facility is required to comply with subclause (2) unless an exception under the **Movement and Gathering Order** applies in respect of a worker, in which case the employer is exempted from requiring that worker to wear a face covering.*

13. **Care facilities**

- (1) An employer in relation to a work premises that is a care facility in Victoria must require care facility workers in relation to a care facility to wear a face covering while working in any indoor space at the care facility if the worker is performing a resident-facing role at the care facility, unless an exception under the **Movement and Gathering Order** applies to that worker.

Example: where a care facility worker is communicating with a resident who is hard of hearing or deaf and visibility of the mouth is essential for communication, that care facility worker may remove their face covering whilst communicating with the resident.

Note: a care facility worker working in a resident-facing role at a care facility must wear a mask at all times while working in an indoor space including when they are not interacting with residents.

- (2) If a care facility worker is working at more than one work premises for two or more different employers:
- (a) the care facility worker must provide a written declaration to each employer to advise them that the worker is working at more than one work premises and must provide details of the other work premises to each employer; and
 - (b) each employer must maintain a record of all care facility workers who have disclosed to the employer under paragraph (a) that they are working across more than one work premises.
- (3) Despite the **Visitors to Hospitals and Care Facilities Order**, an employer in relation to a work premises that is a care facility in Victoria must not permit an employee or contractor (excluding a visiting health care professional) to enter the care facility where:
- (a) the employee or contractor has, on or after 4 October 2020, worked at another care facility; and
 - (b) at the time the employee or contractor worked at that other care facility, a confirmed case was present at that other facility,
- unless the employee or contractor is fully vaccinated or is an excepted person and either:
- (c) the following applies:
 - (i) at least 7 days have elapsed since the last time the employee or contractor worked at that other facility while a confirmed case was present; and
 - (ii) the employee or contractor:
 - (A) has undertaken a COVID-19 rapid antigen test on or after 6 days from the day that the employee or contractor last worked at that other facility while a confirmed case was present; and
 - (B) received confirmation that the results of the test undertaken pursuant to subsubparagraph (A) were negative; or
 - (d) the following applies:
 - (i) their attendance at the care facility is reasonably necessary to address a significant actual or potential decline in the quality of care delivered by the operator of that care facility; and
 - (ii) the employee or contractor is not experiencing COVID-19 symptoms; and
 - (iii) the employee or contractor:
 - (A) undertakes a COVID-19 rapid antigen test each day prior to working at the care facility for a period of 5 days from the day after that the employee or contractor last worked at that other facility while a confirmed case was present; and
 - (B) receives confirmation that the results of the tests undertaken pursuant to subsubparagraph (A) were negative.
- (4) For the avoidance of any doubt, the obligations on an employer in subclause (3) do not apply to a visiting health care professional entering the care facility.
- (5) An employer in relation to a work premises that is a care facility in Victoria must comply with personal protective equipment requirements in accordance with the requirements of the Department.
- (6) The Chief Health Officer may grant an exemption in writing to the requirements of subclause (3).

Note: an exemption may only be granted where it is necessary to ensure that residents are provided with a reasonable standard of care.

14. Ports of entry

- (1) Subject to subclause (2), a port of entry worker means:
- (a) any airport or maritime port worker who has direct contact (including occasional contact or interactions) with international passengers or crew, at the international port of entry; or
 - (b) a worker or person who interacts with the environment within the international port of entry (including any worker or person who boards a vessel, ship or aircraft) where international passengers and crew are or have been.

Note: interacting with the 'environment' within the international port of entry refers to handling items and/or using or being in communal facilities (such as toilets, waiting areas and seating) that have been used by or are being used by international passengers and crew. It also refers to boarding or entering a vessel, ship or aircraft where international passengers and crew are or have been.

- (2) Despite subclause (1), a port of entry worker does not include any worker who works in an international departures area of an airport.
- (3) In relation to a work premises that is a port of entry work premises servicing international arrivals, an employer must:

Note: a work premises which is a port of entry servicing international arrivals is a port or airport at which port of entry workers provide services in relation to, or encounter, passengers, crew members, shipping vessels or aircraft arriving in Victoria from outside of Australia, subject to the definition of 'port of entry workers' above.

- (a) make available an adequate supply of personal protective equipment free of charge to port of entry workers; and
- (b) ensure that all port of entry workers wear appropriate personal protective equipment in accordance with the requirements of the Department; and
- (c) if they are an employer of an international aircrew service worker, keep, and provide to the Department upon request by the Department, records of:
 - (i) the date and time each COVID-19 rapid antigen test is administered to an international aircrew service worker; and
 - (ii) the result of each COVID-19 rapid antigen test administered to an international aircrew service worker; and
 - (iii) in the event that the result of the COVID-19 rapid antigen test is positive for an international aircrew service worker, the date, time and result of a COVID-19 PCR test undertaken on that worker.

15. Hotel quarantine

- (1) In relation to a work premises that is a hotel quarantine work premises, an employer must:
- (a) make available an adequate supply of personal protective equipment free of charge to workers; and
 - (b) ensure that all workers wear appropriate personal protective equipment in accordance with the requirements of the Department; and
 - (c) provide regular training to workers (including, but not limited to, an induction for all workers commencing at, or returning to, the work premises) that covers:
 - (i) good hygiene practices; and
 - (ii) advising workers not to attend the work premises when unwell.

16. Hospitals

In relation to a work premises identified in Column 1 of Schedule 1, an employer must comply with the restrictions and requirements outlined in Column 2 of Schedule 1, except in relation to:

- (1) an in vitro fertilisation (IVF) procedure performed at a work premises that is a registered facility; or
- (2) a procedure for the surgical termination of pregnancy.

PART 3 – GENERAL PROVISIONS

17. Relationship with other Orders

- (1) If there is any inconsistency between this Order and a pandemic order in force or other requirement contained in a Detention Notice, this Order is inoperative to the extent of the inconsistency.
- (2) If there is any inconsistency between this Order and a requirement contained in the **Workplace Order**, the **Workplace Order** is inoperative to the extent of the inconsistency.

18. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

19. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked Additional Industry Obligations Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked Additional Industry Obligations Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked Additional Industry Obligations Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

PART 4 – PENALTIES

20. Penalties

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.
Penalty: In the case of a natural person, 60 penalty units;
Penalty: In the case of a body corporate, 300 penalty units.
- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – RESTRICTIONS ON ELECTIVE SURGERY

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
Private hospitals and day procedure centres in Metropolitan Melbourne and private hospitals in the local government area of the City of Greater Geelong	<p>(a) An employer may only permit elective surgery (including multi-day surgery and non-urgent surgery) to be performed if the employer does not exceed the volume cap on elective surgery procedures in paragraph (b).</p> <p>(b) An employer must ensure that the volume of elective surgery procedures performed per week at each registered facility does not exceed 75 per cent of the usual volume of allocated list time prior to the introduction of restrictions on elective surgery procedures under the revoked Workplace (Additional Industry Obligations) Directions (No. 51).</p> <p>(c) An employer must:</p> <ul style="list-style-type: none"> (i) ensure all patients requiring elective surgery procedures are prioritised based on clinical need; (ii) maintain, at a minimum, the capacity the employer’s facility has been providing public health services, as of 31 January 2022. Any reduction in this capacity must be confirmed by way of written mutual agreement between the relevant private and public hospital’s Chief Executive Officers; (iii) assist aged care facilities with workforce requests related to shortages caused by the COVID-19 pandemic; (iv) assist public health services operating a COVID-19 streaming area to ensure urgent public patients waiting for elective surgery are treated within clinically recommended times. <p>(d) The following services provided by an employer do not count towards the volume cap in place at each registered facility in accordance with paragraph (b):</p> <ul style="list-style-type: none"> (i) all activity undertaken on behalf of public health services or public hospitals; (ii) emergency surgery. <p>(e) An employer may only permit elective surgery procedures to be performed in accordance with paragraphs (a) and (b) if the employer provides a report to the Department and relevant impacted public health services on a weekly basis that specifies:</p> <ul style="list-style-type: none"> (i) the volume of urgent elective surgery procedures it is performing; and (ii) how requests for support from public health services to assist with the COVID-19 response and aged care facility workforce requests have been fulfilled.

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
<p>Private hospitals (excluding day procedure centres) in the local government area of the City of Ballarat, the City of Greater Shepparton, the City of Greater Bendigo, the City of Latrobe and the Rural City of Wangaratta</p>	<p>(a) An employer may only permit elective surgery (including multi-day surgery and non-urgent surgery) to be performed if the employer does not exceed the volume cap on elective surgery procedures in paragraph (b).</p> <p>(b) An employer must ensure that the volume of elective surgery procedures performed per week at each registered facility does not exceed 100 per cent of the usual volume of allocated list time prior to the introduction of restrictions on elective surgery procedures under the revoked Workplace (Additional Industry Obligations) Directions (No. 51).</p> <p>(c) An employer must:</p> <ul style="list-style-type: none"> (iii) ensure all patients requiring elective surgery procedures are prioritised based on clinical need; (iv) maintain, at a minimum, the capacity the employer's hospital has been providing public health services, as of 31 January 2022. Any reduction in this capacity must be confirmed by way of written mutual agreement between the relevant private and public hospital's Chief Executive Officers; (v) assist aged care facilities with workforce requests related to shortages caused by the COVID-19 pandemic; (vi) assist public health services operating a COVID-19 streaming area to ensure urgent public patients waiting for elective surgery are treated within clinically recommended times. <p>(d) The following services provided by an employer do not count towards the volume cap in place at each hospital in accordance with paragraph (b):</p> <ul style="list-style-type: none"> (i) all activity undertaken on behalf of public health services or public hospitals; (ii) emergency surgery. <p>(e) An employer may only permit elective surgery procedures to be performed in accordance with paragraphs (a) and (b) if the employer provides a report to the Department and relevant impacted public health services on a weekly basis that specifies:</p> <ul style="list-style-type: none"> (i) the volume of urgent elective surgery procedures it is performing; and (ii) how requests for support from public health services to assist with the COVID-19 response and aged care facility workforce requests have been fulfilled.

Work premises (Column 1)	Current elective surgery restrictions (Column 2)
All public health services located in Metropolitan Melbourne	<p>(a) An employer may only permit an elective surgery procedure to be performed that is:</p> <ul style="list-style-type: none"> (i) an urgent elective surgery procedure; or (ii) a Category 2 elective surgery procedure where the employer is satisfied the hospital has capacity to do so, considering local challenges associated with the COVID-19 pandemic response. <p>(b) An employer must ensure all Category 3 elective surgery procedures and non-urgent non-ESIS procedures, are postponed.</p> <p>(c) An employer must provide a written request to private hospitals and day procedure centres each week, outlining what support is required by the employer from private hospitals and day procedure centres to assist with the COVID-19 pandemic response and provide this information to the Department each week.</p>
All public health services and public hospitals located in Regional Victoria.	<p>(a) An employer may only permit an elective surgery procedure to be performed that is:</p> <ul style="list-style-type: none"> (i) an urgent elective surgery procedure; or (ii) Category 2 or Category 3 elective surgery procedures and non-urgent non-ESIS procedures, where the employer is satisfied the hospital has capacity to do so, considering local challenges associated with the COVID-19 pandemic response. <p>(b) An employer must ensure all patients requiring elective surgery must be prioritised based on clinical need.</p> <p>(c) An employer must provide a written request to private hospitals and day procedure centres each week, outlining what support is required by the employer from private hospitals and day procedure centres to assist with the COVID-19 pandemic response and provide this information to the Department each week.</p> <p>(d) If an employer intends to reduce the volume of its allocated elective surgery procedure list, the employer must notify the Department prior to postponing any elective surgery procedures.</p> <p>(e) If paragraph (d) applies, an employer should ensure elective surgery procedures that are not urgent elective surgery procedures, including Category 2 elective surgery procedures, Category 3 elective surgery procedures and non-urgent non-ESIS procedures, are reduced in the first instance.</p>

SCHEDULE 2 – DEFINITIONS

For the purposes of this Order:

abattoir has the meaning under the PrimeSafe licence categories ‘abattoirs (domestic)’ and ‘abattoirs (exports)’;

Additional Obligation Industries has the meaning in clause 7(1);

aircraft means an aircraft that is mainly used for the purpose of, or is engaged, or is intended or likely to be engaged, in a flight wholly within Australia;

airport means a facility that receives scheduled international passenger air transport services and / or passenger charter air services from international markets;

authorised officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

care facility has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

care facility worker has the same meaning as ‘care facility worker’ in the **Visitors to Hospitals and Care Facilities Order**;

Category 1 elective surgery procedure means a procedure that is clinically indicated within 30 days and where the patient’s condition has the potential to deteriorate quickly to the point where the patient’s condition may become an emergency;

Category 2 elective surgery procedure means procedure that is clinically indicated within 90 days and is unlikely to deteriorate quickly or become an emergency during that period;

Category 3 elective surgery procedure means a procedure that is clinically indicated within 365 days but is unlikely to deteriorate quickly;

childcare or early childhood service means onsite early childhood education and care services or children’s services provided under the:

- (1) **Education and Care Services National Law** and the **Education and Care Services National Regulations**, including long day care services, kindergartens and/or preschool and family daycare services, but not including outside school hours care services; and
- (2) **Children’s Services Act 1996**, including limited hours services, budget based funded services, occasional care services, early childhood intervention services, mobile services and (if applicable) school holiday care programs;

confirmed case means a worker or person diagnosed with COVID-19 and includes the period of time prior to the diagnosis during which the worker is considered infectious;

Note: the period during which a person is considered infectious is generally considered to be 48 hours prior to the onset of COVID-19 symptoms, however, alternative infectious periods may be determined at the discretion of an officer or nominated representative of the Department (for instance, in high-risk settings or if the confirmed case is asymptomatic).

construction site means a work premises at which civil works, building or construction activities take place;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 PCR test means a COVID-19 polymerase chain reaction test;

COVID streaming area means any patient treatment area nominated by the relevant health service as an area dedicated to treating a confirmed case or confirmed cases, including negative pressure rooms for COVID-19 patients;

COVID-19 symptoms has the same meaning as in the **Workplace Order**;

day procedure centre has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

density quotient has the same meaning as in the **Workplace Order**;

Department means the Department of Health;

Detention Notice means a notice given to a person requiring the person to be detained for a specified period under the **Public Health and Wellbeing Act 2008**;

elective surgery procedure means an urgent elective surgery procedure, urgent non-ESIS procedures, Category 1 elective surgery procedure, Category 2 elective surgery procedure, Category 3 elective surgery procedure or non-urgent non-ESIS procedure;

employee includes a person who is self-employed;

employer means a person who owns, operates or controls a work premises and includes a person who is self-employed or a sole-trader;

excepted person has the same meaning as in the **Open Premises Order**;

face covering has the same meaning as in the **Workplace Order**;

fully vaccinated has the same meaning as in the **Open Premises Order**;

high-risk hospital work premises means any hospital ward treating a confirmed case or cases of COVID-19;

high-risk hospital work premises worker means any worker involved in the direct care of patients, and those who interact with a high-risk hospital work premises;

hospital has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

hotel quarantine means a place (being a hotel or other facility or class of facility), designated by the Attorney-General and published in the Government Gazette, where people are detained in or directed to remain in, or are staying in, quarantine, isolation or emergency accommodation at, for the purpose of eliminating or reducing the serious risk to public health posed by the COVID-19 pandemic;

inspector has the same meaning as in the **Occupational Health and Safety Act 2004**;

meat processing facility has the meaning under the PrimeSafe licence category ‘further meat processing facilities’;

Metropolitan Melbourne means the area within the municipal districts under the local government of the municipal councils set out in Schedule 2 of the **Planning and Environment Act 1987**;

Movement and Gathering Order means the **Pandemic (Movement and Gathering) Order 2022 (No. 3)** as amended or replaced from time to time;

non-urgent non-ESIS procedure means a non-time critical procedure that is not reported via the Elective Surgery Information System where the patient’s condition is unlikely to deteriorate quickly;

Open Premises Order means the **Pandemic (Open Premises) Order 2022 (No. 5)** as amended or replaced from time to time;

outbreak has the same meaning as in the **Quarantine, Isolation and Testing Order**;

pandemic orders in force has the same meaning as in the **Movement and Gathering Order**;

patient has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

perishable food work premises means a work premises that is predominantly a perishable food facility that is a chilled distribution facility;

personal protective equipment has the same meaning as in the **Occupational Health and Safety Regulations 2017**;

port means the port of Melbourne, the port of Geelong, the port of Portland, the port of Hastings and any other port declared under section 6 of the **Port Management Act 1995** in relation to which port lands or port waters or both port lands and port waters have been declared under section 5 of the **Port Management Act 1995**;

port of entry means a port or airport;

port of entry worker has the meaning in clause 14(1);

poultry processing facility has the meaning under the PrimeSafe licence category ‘poultry meat processing facilities’;

premises has the same meaning as in the **Public Health and Wellbeing Act 2008**;

private hospital has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

public health service has the same meaning as in the **Health Services Act 1988**;

public hospital has the same meaning as in the **Visitors to Hospitals and Care Facilities Order**;

Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)** as amended or replaced from time to time;

reasonably practicable is to have its ordinary and common sense meaning;

Regional Victoria means the areas within the State of Victoria that are not part of Metropolitan Melbourne;

registered facility means a private hospital or a day procedure centre that is registered with the Department as a ‘private hospital’ or a ‘day procedure centre’;

representative in relation to the operator of a construction site means the site manager, the duty holder or a registered builder;

Revoked Additional Industry Obligations Order means the **Workplace (Additional Industry Obligations) Directions (No. 58)** or the **Pandemic (Additional Industry Obligations) Order 2022 (No. 6)**, or their predecessors;

school means a registered school as defined in the **Education and Training Reform Act 2006**;

seafood processing facility has the meaning under the PrimeSafe licence category ‘seafood processing facilities’;

supermarket has the same meaning as ‘supermarket business’ in the **Food Act 1984**, and includes supermarket distribution and warehousing (including in relation to liquor products) but excludes retail facilities;

supermarket work premises means the total of all supermarket distribution facilities;

Surveillance Testing Industry List and Requirements means the Department document that lists the industries (as amended from time to time on the advice of the Chief Health Officer) that are required to carry out surveillance testing on their workers, and also sets out the surveillance testing requirements for those listed industries;

Note: the Surveillance Testing Industry List and Requirements are available at www.health.vic.gov.au/covid-19/surveillance-testing-industry-list-covid-19 as amended from time to time by the Victorian Government.

urgent elective surgery procedure means:

- (1) a procedure where admission within 30 days is clinically indicated for a condition that has the potential to deteriorate quickly to the point that it might become an emergency;
- (2) an urgent non-ESIS procedure including a procedure undertaken for the purposes of cancer diagnosis and early or overdue cancer surveillance;

urgent non-ESIS procedure means a procedure that is a time critical procedure that is not reported via the Elective Surgery Information System where the patient’s condition is likely to deteriorate quickly including procedures undertaken for the purposes of cancer diagnosis and early or overdue cancer surveillance;

vehicle has the same meaning as in the **Public Health and Wellbeing Act 2008**;

*Note: under the **Public Health and Wellbeing Act 2008**, vehicle includes any means of transport, whether used on land, sea or in the air.*

visiting health care professional means a health care worker whose usual place of work is not the facility but who attends to provide health care services to a resident or facility;

Visitors to Hospitals and Care Facilities Order means the **Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 3)** as amended or replaced from time to time;

Workplace Order means the **Pandemic (Workplace) Order 2022 (No. 5)** as amended or replaced from time to time;

work premises means the premises of an employer in which work is undertaken, including any vehicle whilst being used for work purposes, and including a seasonal work premises;

Note: a work premises does not include an employee's ordinary place of residence.

worker includes employees, labour hire, subcontractors (and their employees), volunteers and any other person engaged or permitted by an employer to perform work.

Dated 18 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

GUIDANCE FOR THE PANDEMIC (OPEN PREMISES) ORDER 2022 (No. 5)

This Order imposes obligations upon operators of certain open premises in Victoria and their patrons in relation to vaccination against COVID-19 and other requirements, in order to address the serious public health risk posed to Victoria by COVID-19.

- (1) Parts 2, 3 and 4 govern open premises, which are specified in Schedule 1;
- (2) Part 2 contains vaccination requirements;
- (3) Part 3 contains additional requirements and exceptions;
- (4) Part 4 contains further requirements and exceptions for specific open premises.

Operators of an open premises must (unless an exception applies):

- (1) maintain a system which requires all patrons who are 18 years of age or above to show an employee acceptable evidence that the person is fully vaccinated or an excepted person on every occasion a person attends the premises. This system must include a worker placed at each accessible entrance of the premises;
- (2) take reasonable steps to exclude patrons who do not comply with the operator's system, or are not fully vaccinated or exempt;
- (3) not permit any person to work at the premises unless that person is fully vaccinated, or exempt. The operator must collect, record and hold vaccination information for all workers;
- (4) not permit the number of patrons to exceed the patron limits as specified in the Order, unless an exception has been permitted under the Order.

Patrons of an open premises must comply with the operator's system.

Exceptional circumstances are listed under which an operator is not required to comply with this Order. Otherwise, failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic (Open Premises) Order 2022 (No. 5) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (OPEN PREMISES) ORDER 2022 (No. 5)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (OPEN PREMISES) ORDER 2022 (No. 5)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1 Objective**

The objective of this Order is to impose obligations in relation to vaccination against COVID-19 and other requirements, in order to address the serious public health risk posed to Victoria by COVID-19 upon:

- (1) operators of certain open premises in the State of Victoria; and
- (2) patrons that attend those premises.

2 Citation

This Order may be referred to as the **Pandemic (Open Premises) Order 2022 (No. 5)**.

3 Authorising Provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4 Commencement and revocation

- (1) This Order commences at 6:00:00 pm on 18 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Open Premises) Order 2022 (No. 4)** is revoked at 6:00:00 pm on 18 February 2022.

5 Definitions

Schedule 2 contains definitions:

- (1) key definitions are contained in Division 1 of Schedule 2;
- (2) premises-specific definitions are contained in Division 2 of Schedule 2;
- (3) other definitions are contained in Division 3 of Schedule 2.

6 Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – OPEN PREMISES – VACCINATION REQUIREMENTS**Division 1 – Operator requirements****7 Open premises**

The operator of an open premises must operate the premises in accordance with:

- (1) the obligations in this Part;
- (2) any additional obligations in Part 3; and
- (3) any premises-specific obligations in Part 4.

8 Maintenance of system

- (1) The operator of an open premises must maintain a system that requires a patron (except a patron under 18 years of age) that attends the premises either:
 - (a) on each occasion they attend, to show a person working at the premises acceptable evidence that they are either:
 - (i) fully vaccinated; or
 - (ii) an excepted person; or

- (b) once prior to their first attendance after 6:00:00 pm on 29 October 2021, if the patron is a pre-registration patron and they attend a pre-registration premises, to provide the operator with acceptable evidence that they are either:
 - (i) fully vaccinated; or
 - (ii) an excepted person.

*Note: an operator must require patrons to check-in to their premises under the **Workplace Order**.*

- (2) The system maintained under subclause (1) must include:
 - (a) the placement, at each entrance to the premises that is accessible by patrons, of a worker:
 - (i) who is designated as a COVID Check-in Marshal; and
 - (ii) who requests each patron attending the premises to either:
 - (A) do the things specified in subclause (1)(a); or
 - (B) confirm that the patron has completed the things specified in subclause (1)(b).
 - (3) If an operator of a pre-registration premises maintains a system under subclause (1)(b), the operator must collect, record and hold vaccination information about the pre-registration patron.

9 Exclusion of persons

- (1) The operator of an open premises must take all reasonable steps to ensure that a patron does not enter, or remain on, the premises if the patron:
 - (a) is not fully vaccinated; and
 - (b) is not an excepted person; or
 - (c) does not comply with the requirements of the system maintained by the operator under clause 8(1).

Note: this obligation does not apply in relation to patrons who are fully vaccinated or excepted persons (which includes children under 18 years of age) and have provided acceptable evidence.

- (2) For the purposes of complying with subclause (1), the operator is authorised to use any information about a patron that it has been provided under the system maintained under clause 8(1).

Division 2 – Patron requirements

10 Patrons must use system

- (1) A patron (except a patron under 18 years of age) who attends an open premises must comply with the requirements of the system maintained under clause 8(1).
- (2) A patron who is a dependant of another patron is deemed to have complied with subclause (1) if the other patron, on behalf of the dependant, complies with the requirements of the system maintained under clause 8(1).

11 No entry unless fully vaccinated or an excepted person

A patron must not enter, or remain on, an open premises if the patron is not:

- (1) fully vaccinated; or
- (2) an excepted person.

Division 3 – Worker requirements

12 Workers must be fully vaccinated

- (1) The operator of an open premises must not permit any person to work at the premises unless the person is:
 - (a) fully vaccinated and 12 years and 2 months of age or above; or
 - (b) an excepted worker.

- (2) The operator must collect, record and hold vaccination information about each fully vaccinated person and each excepted worker who works at the premises.
- (3) For the purposes of complying with subclause (1), an operator is authorised to use any information about a worker that it holds under subclause (2).

13 Information held under COVID-19 Mandatory Vaccination Orders

If an operator is the employer of a fully vaccinated person or an excepted worker who works at the premises:

- (1) the operator is deemed to have complied with clause 12(2) if they hold vaccination information about the person under the **COVID-19 Mandatory Vaccination (Workers) Order** or the **COVID-19 Mandatory Vaccination (Specified Facilities) Order**; and
- (2) the operator is authorised to use that information for the purposes of complying with clause 12(1).

14 Disclosure to employer or contractor

If the operator is obliged to comply with clause 9(1) in relation to a worker and the operator is not:

- (1) the employer of the worker; or
- (2) the person who engaged the worker to work at the premises,

the operator is authorised to disclose to the employer or person who engaged the worker that the operator is obliged to comply with clause 9(1) in relation to the worker.

15 Exceptional circumstances

- (1) An operator of an open premises is not required to comply with this division if one or more of the exceptional circumstances specified in subclause (2) applies.
- (2) The exceptional circumstances are:
 - (a) a worker is required to perform work or duties that is or are necessary to provide for urgent specialist clinical or medical care due to an emergency situation or a critical unforeseen circumstance; or
 - (b) a worker is required to fill a vacancy to provide urgent care, to maintain quality of care and/or to continue essential operations due to an emergency situation or a critical unforeseen circumstance; or
Example: a large number of workers furloughed due to exposure at a Tier 1 site.
 - (c) a worker is required to respond to an emergency; or
 - (d) a worker is required to perform urgent and essential work to protect the health and safety of workers or members of the public, or to protect assets and infrastructure.
- (3) If a circumstance specified in subclause (2) applies, the operator must take all reasonable steps to ensure that the worker does not work outside the worker's ordinary place of residence for any longer than the period of time necessary to respond to the exceptional circumstance.

16 Patron limits

The operator of an open premises must not permit the number of patrons:

- (1) in all indoor spaces combined—to exceed the number specified for the premises in Column 2 in Schedule 1; and
- (2) in all outdoor spaces combined—to exceed the number specified for the premises in Column 3 in Schedule 1.

Note: 'patron' is defined in Schedule 2, clause 1(1)(c) and does not include a person under 1 year of age.

PART 3 – OTHER REQUIREMENTS AND EXCEPTIONS FOR OPEN PREMISES**Division 1 – Other requirements****17 COVID Check-in Marshal for check-in**

The operator of an open premises must place a person designated as a COVID Check-in Marshal at each entrance to the premises that is accessible by patrons and who requests each patron to record their attendance at the premises in accordance with the **Workplace Order**.

Division 2 – Exceptions**18 Access to bathrooms**

The patron limits specified in clause 16 and the requirements in Part 4 do not prevent an operator from permitting a patron to access a bathroom.

19 Severe weather

The patron limits specified in clause 16 and the requirements in Part 4 do not prevent an operator from permitting a patron in an outdoor space at the open premises from entering an indoor space in the event of severe weather.

20 Education and childcare services

The obligations in Part 2 and the patron limits in Part 4 do not apply in relation to patrons who are enrolled in an education and childcare service and attend an open premises for the purpose of an activity including an excursion organised by the operator of that education and childcare service.

Note: the obligations in Part 2 and the patron limits in Part 4 still apply to staff, parents and other persons who are not enrolled with the education and childcare service and attend the open premises for the activity.

21 Public Event Framework

- (1) If an open premises is being operated only for the purpose of conducting an exempt public event, the obligations and patron limits in Part 2 and the patron limits in Part 4 do not apply.
- (2) The Chief Health Officer or Deputy Chief Health Officer may exempt one or more persons who are subject to a requirement under this Order to conduct one or more eligible public events (or class of eligible public events) from any requirement of the pandemic orders in force if satisfied that the exemption is appropriate, having regard to:
 - (a) the need to protect public health; and
 - (b) the principles in sections 5 to 10 of the **Public Health and Wellbeing Act 2008**, as appropriate.
- (3) An exemption:
 - (a) must be given in writing; and
 - (b) must specify each requirement in the pandemic orders in force to which, subject to subclause (c), an exemption is granted; and
 - (c) may impose conditions on an exemption.
- (4) An exemption does not prevent:
 - (a) the Chief Health Officer or Deputy Chief Health Officer exercising any power the Chief Health Officer or Deputy Chief Health Officer is authorised to exercise under the **Public Health and Wellbeing Act 2008**; or
 - (b) an authorised officer from exercising any power the Authorised Officer is authorised to exercise under the **Public Health and Wellbeing Act 2008**, including ensuring compliance with:
 - (i) the extent of an exemption (including any conditions on an exemption); or
 - (ii) the requirements of all other pandemic orders in force.

22 Emergency use and operations

Nothing in this Order is intended to prevent or otherwise affect the operation of a premises where such use or operation is for emergency refuge, shelter or relief purposes in accordance with the emergency management arrangements under the **Emergency Management Act 2013**.

PART 4 – ADDITIONAL REQUIREMENTS AND EXCEPTIONS FOR SPECIFIC PREMISES**23 Adult education or higher education premises**

- (1) The obligations in clause 17 do not apply in relation to an adult education or higher education premises.
- (2) The obligations in Division 1 and Division 2 of Part 2 do not apply to the operator of an adult education or higher education premises in relation to patrons attending the premises for the purpose of receiving or providing higher education services, that:
 - (a) cannot be conducted remotely, including attending assessments and classes; or
 - (b) involve secondary school subjects.

24 Community premises

- (1) The obligations in Part 2 and clause 17 do not apply in relation to an indoor space or an outdoor space at a community premises if that indoor space or outdoor space at the premises is operated only for the purposes of contactless collection or delivery of pre-ordered goods.

Example: a library is permitted to operate for the purpose of a 'click and collect' service to facilitate the loaning of and/or returning of books, toys and other similar goods without complying with the requirements in Part 2.

- (2) If a community premises is being operated for the purpose of providing essential public support group services in an indoor space or an outdoor space, the obligations in Part 2 and clause 17 do not apply in relation to that indoor space or outdoor space if the operator does not permit the number of patrons in the space to exceed the lesser of:
 - (a) density quotient (4 sq metres); and
 - (b) 50.

Example: support groups for people with alcohol or drug addictions.

- (3) If an indoor space or an outdoor space at a community premises is being operated for the purpose of providing essential public support services or essential public health services, the obligations in Part 2 and clause 17 do not apply in relation to that indoor space or outdoor space.
- (4) If a community premises is being operated pursuant to subclause (3), the operator may only permit the minimum number of persons required to conduct and/or facilitate the essential public support service or essential public health service to access the indoor space or outdoor space.

Examples: immunisation services (including for non-COVID-19 vaccines), maternal child health services, a food bank or a service for homeless persons (including the provision of food or drink), providing access to shelter or amenities.

Note: support groups do not fall within this exception and the operator must comply with applicable patron limits.

- (5) If an indoor space or an outdoor space at a community premises is being operated only for the purpose of:
 - (a) providing access to essential local government services; or
Examples: to pay council levy rates and charges, to register a pet, to obtain a permit or to view a planning scheme.
 - (b) conducting an essential local council meeting where attendance of patrons through remote electronic means is not reasonably practicable,
 the obligations in Part 2 and clause 17 do not apply in relation to that indoor space or outdoor space.

- (6) If a community premises is being operated pursuant to subclause (5), the operator may only permit the minimum number of persons required to conduct and/or facilitate the essential local government service or essential local council meeting to access the indoor space or outdoor space.
- (7) The obligations in Part 2 do not apply in relation to mandatory vaccination workers attending a community premises to perform work or participate in essential training in an indoor space or outdoor space if:
 - (a) the community premises is not the mandatory vaccination worker's usual place of work; and
 - (b) the operator only permits the minimum number of persons necessary to access the indoor space or outdoor space for that purpose.
- (8) If the community premises is a premises that has:
 - (a) a playground; or
 - (b) a skatepark in an outdoor space; or
 - (c) outdoor communal exercise equipment,the obligations in Part 2 and clause 17 do not apply to those parts of the premises.
- (9) If an indoor space or an outdoor space at a community premises is being operated for the purpose of providing early childhood education or care services, the obligations in Part 2 and clause 17 do not apply in relation to that indoor space or outdoor space.

25 Drive-in cinemas

- (1) The obligations in Part 2 do not apply to a drive-in cinema.
- (2) An operator of a drive-in cinema may only operate the premises if:
 - (a) the drive-in cinema is in an outdoor space accessed by vehicles; and
 - (b) the operator operates any food and drink premises within the premises in accordance with the requirements of this Order applicable to a food and drink premises.

26 Entertainment and function premises

- (1) The operator of an entertainment and function premises which operates primarily in outdoor spaces must publish a COVID Safe event plan where the operator intends to hold an event at the entertainment and function premises where at least 30,000 patrons will attend.
- (2) Where an operator of an entertainment and function premises operates a space within an entertainment and function premises as a food and drink premises, the obligations in clause 27 apply.

27 Food and drink premises

- (1) The obligations in Part 2 and clause 17 do not apply to a food and drink premises if it is part of a food court.
- (2) If a food and drink premises is being operated only for the purposes of providing take-away goods or delivery of pre-ordered goods, the obligations in Part 2 and clause 17 do not apply.
- (3) If a food and drink premises is being operated for the purposes of both:
 - (a) providing take-away goods or delivery of pre-ordered goods; and
 - (b) indoor dine-in service or outdoor dine-in service,the obligations in Part 2 do not apply in relation to a patron who attends only to collect take-away goods.

Note: a food and drink premises can operate a take-away and a dine-in service at the same time. The obligations in Part 2 do not apply in relation to patrons that are purchasing take-away goods or delivery of pre-ordered goods but does apply in relation to patrons who attend the premises for a dine-in service and to staff at the premises.

- (4) The obligations in clause 8(2)(a) and clause 17 do not apply in relation to a food and drink premises that has a total area of all indoor spaces and outdoor spaces accessible to patrons of less than 100 square metres if:
- (a) a person working at the premises requests that each patron (except patrons under 18 years of age) show acceptable evidence that they are either:
- (i) fully vaccinated; or
- (ii) an excepted person,
- at an entrance to the premises or at the first point of service.

Note: the first point of service is when a worker first interacts with a customer during their attendance at the premises, for example when greeting a customer once they have entered the premises.

28 Physical recreation premises

- (1) The obligations in Part 2 do not apply in relation to any indoor space or outdoor space in a physical recreation premises if that space is being operated for the purpose of conducting a community sport activity and/or a swimming lesson conducted by a person with a current Swimming and Water Safety Teacher Accreditation.
- (2) The obligations in Part 2 do not apply to an operator of a physical recreation premises if:
- (a) the physical recreation premises is used exclusively for training by professional or high-performance sports persons; and
- (b) the operator does not permit any person to enter or remain at the premises unless the person is necessary for the conduct of the activity being undertaken by the professional or high-performance sports persons.
- (3) Clauses 8(2) and 17 do not apply to unstaffed gymnasiums, fitness centres or physical recreation premises within a residential complex.
- (4) The obligations in Part 2 and clause 17 do not apply to unstaffed outdoor physical recreation premises.
- (5) The obligations in clause 17 do not apply to a physical recreation premises located within an accommodation premises.
- (6) The obligations in Part 2 do not apply in relation to mandatory vaccination workers attending a physical recreation premises to perform work or participate in essential training in an indoor space or outdoor space if:
- (a) the physical recreation premises is not the mandatory vaccination worker's usual place of work; and
- (b) the operator only permits the minimum number of persons necessary to access the indoor space or outdoor space for that purpose.
- (7) The obligations in Part 2 do not apply in relation to patrons that attend a swimming pool or a hydrotherapy pool at a physical recreation premises for the purpose of obtaining hydrotherapy services (hydrotherapy patrons) if the operator complies with the requirements in subclause (8).
- (8) The requirements are that the operator:
- (a) ensures that each hydrotherapy patron accessing hydrotherapy services is accompanied by:
- (i) a health worker; or
- (ii) a carer, parent or guardian (if required); and
- (b) does not permit the hydrotherapy patrons to participate in group hydrotherapy services; and
- (c) does not permit the number of hydrotherapy patrons at any one time to exceed 10 in any pool; and

- (d) takes all reasonable steps to implement relevant recommendations by the Victorian Government to manage public health risks arising out of the operation of the premises.
- (9) The obligations in Part 2 do not apply in relation to patrons who attend a physical recreation premises:
 - (a) for the purpose of participating in a swimming lesson conducted by a person with a current Swimming and Water Safety Teacher Accreditation; or
 - (b) to accompany a patron referred to in paragraph (a) and who is the parent, guardian or carer of that patron.

29 Restricted retail premises

The obligations in clauses 8(2) and 17 do not apply in relation to a restricted retail premises if:

- (1) a person working at the premises requests that each patron (except patrons under 18 years of age) show acceptable evidence that they are either:
 - (a) fully vaccinated; or
 - (b) an excepted person,at an entrance to the premises or at the first point of service; and
- (2) the total area of all indoor spaces and outdoor spaces accessible to patrons at the premises does not exceed 100 square metres.

Note: the first point of service is when a worker first interacts with a customer during their attendance at the premises, for example when greeting a customer once they have entered the premises.

30 Tours and transport

Clause 16 does not apply to an operator of a premises used for tourism services if the tourism services are provided in a cruise ship, if the operator does not permit the total number of patrons on the vessel to exceed 99.

PART 5 – MISCELLANEOUS

31 Disclosure to Authorised Officers

- (1) An Authorised Officer may request an operator or its workers to produce to the Authorised Officer any vaccination information held by the operator in accordance with this Order.
- (2) If an Authorised Officer makes a request to a person under subclause (1), the person must comply with the request.

*Note: Authorised Officers may also be authorised to exercise the public health risk power in section 190(1)(d) of the **Public Health and Wellbeing Act 2008** to require the provision of any information needed to investigate, eliminate or reduce the risk to public health.*

32 Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

33 Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked Open Premises Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked Open Premises Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked Open Premises Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

PART 6 – PENALTIES**34 Penalties**

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.

Penalty: In the case of a natural person, 60 penalty units;

Penalty: In the case of a body corporate, 300 penalty units.

- (2) A person is not guilty of an offence against section (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – OPEN PREMISES

Row	Open premises (Column 1)	Vaccinated patron limit for all indoor spaces (Column 2)	Vaccinated patron limit for all outdoor spaces (Column 3)	Additional reqs and exceptions	Premises- specific definitions
1.	adult education or higher education premises	No limits	No limits	Clause 23	Clause 8 Schedule 2
2.	amusement parks	No limits	No limits	Not applicable	Not applicable
3.	arcades, escape rooms, bingo centres	No limits	No limits	Not applicable	Not applicable
4.	Casino	No limits	No limits	Not applicable	Not applicable
5.	community premises	No limits	No limits	Clause 24	Clause 9 Schedule 2
6.	creative arts premises	No limits	No limits	Not applicable	Clause 10 Schedule 2
7.	drive-in cinemas	Not applicable	Not applicable	Clause 25	Not applicable
8.	entertainment and function premises that are not specified elsewhere in this Column 1	30,000	No limits	Clause 26	Clause 11 Schedule 2
9.	food and drink premises	No limits	No limits	Clause 27	Clause 12 Schedule 2
10.	gaming machine premises	No limits	No limits	Not applicable	Clause 13 Schedule 2
11.	karaoke and nightclubs	No limits	No limits	Not applicable	Clause 11 Schedule 2
12.	physical recreation premises	No limits	No limits	Clause 28	Clause 14 Schedule 2
13.	restricted retail premises	No limits	No limits	Clause 29	Clause 15 Schedule 2

Row	Open premises (Column 1)	Vaccinated patron limit for all indoor spaces (Column 2)	Vaccinated patron limit for all outdoor spaces (Column 3)	Additional reqs and exceptions	Premises- specific definitions
14.	sex on premises, brothels and sexually explicit venues	No limits	No limits	Not applicable	Clause 11 Schedule 2
15.	swimming pools, spas, saunas, steam rooms and springs	No limits	No limits	Not applicable	Clause 14 Schedule 2
16.	tours	No limits	No limits	Clause 30	Clause 16 Schedule 2
17.	premises used for tourism services	No limits	No limits	Clause 30	Clause 16 Schedule 2

SCHEDULE 2 – DEFINITIONS**Division 1 – Key Definitions****1 Patrons, operators and workers**

- (1) For the purpose of this Order:
- (a) **excluded worker** means:
- (i) a Commonwealth employee;
 - (ii) a judge or judicial registrar;
 - (iii) a person who works in connection with proceedings in a court, where that work cannot be done from the person's ordinary place of residence;
 - (iv) a person who is a member of the staff of Court Services Victoria within the meaning of the **Court Services Victoria Act 2014**;
 - (v) a person employed or engaged by the Chief Executive Officer of the Victorian Civil and Administrative Tribunal;
 - (vi) a member of State Parliament;
 - (vii) the Clerk of the Legislative Assembly;
 - (viii) the Clerk of the Legislative Council;
 - (ix) an electorate officer within the meaning of the **Parliamentary Administration Act 2004**;
 - (x) a parliamentary officer within the meaning of the **Parliamentary Administration Act 2004**;
 - (xi) a person who works at or in connection with a place of worship and:
 - (A) conducts services of public worship and acknowledgments of faith;
 - (B) performs marriages, funerals and special memorial services according to tradition and ecclesiastical and civil law;
 - (C) visits members of the community in their homes, hospitals and other institutions to provide advice and religious comfort for the purpose of end of life faith reasons;
 - (xii) a person identified in Article 1 of the Vienna Convention on Diplomatic Relations, as set out in the Schedule to the **Diplomatic Privileges and Immunities Act 1967** of the Commonwealth;
 - (xiii) a person identified in Article 1 of the Vienna Convention on Consular Relations, as set out in the Schedule to the **Consular Privileges and Immunities Act 1972** of the Commonwealth;
 - (xiv) the Governor and the Lieutenant Governor;
- (b) **operator** means the operator of an open premises or where an indoor space or outdoor space at an open premises has been leased or hired for use for a period of time, the person to whom that space has been leased or hired for that period of time;
- (c) **patron** means any person who attends a premises, except:
- (i) a person under 1 year of age;
 - (ii) a worker;
 - (iii) a person who attends the premises in connection with an emergency;
- (d) **pre-registration patron** means:
- (i) in relation to an adult education or higher education premises, a patron that is a student undertaking studies in a regular class or lecture room at the premises;

- (ii) in relation to an unstaffed gymnasium or fitness centre, any patron;
- (iii) in relation to a physical recreation premises located within an accommodation premises, any patron;
- (e) **worker** means any person engaged or employed by the operator of an open premises to work at the open premises but does not include an excluded worker.

2 Types of premises

- (1) For the purpose of this Order:
 - (a) **open premises** means a premises specified in Column 1 of Schedule 1;
 - (b) **pre-registration premises** means:
 - (i) an adult education or higher education premises;
 - (ii) an unstaffed gymnasium or fitness centre;
 - (iii) a physical recreation premises located within an accommodation premises;
 - (c) **specified facility** has the same meaning as in the **COVID-19 Mandatory Vaccination (Specified Facilities) Order**;
 - (d) **work premises** means a **premises** on which work is undertaken, including any vehicle whilst being used for work purposes, but excludes a person's ordinary place of residence.

3 Indoor and outdoor spaces

- (1) For the purpose of this Order:
 - (a) **density quotient (4 sq metres)** in relation to an indoor space or an outdoor space that is accessible to patrons is the number calculated by dividing the total area of the space (measured in square metres) by 4, rounded down to the nearest whole number;
Example: if an area is 8.5 metres long and 4.5 metres wide, its total space is 38.25 square metres. Its density quotient is 9.56. The maximum number of patrons that may be present in the space at a single time is 9.
 - (b) **indoor space** means an area, room or premises that is or are substantially enclosed by a roof and walls that are either floor to ceiling high or are at least 2.1 metres high, regardless of whether the roof or walls or any part of them are:
 - (i) permanent or temporary;
 - (ii) open or closed;
 - (c) **outdoor space** means an area, room or premises that is not an indoor space.

4 Vaccination status

- (1) A person's **vaccination status** is one of the following:
 - (a) fully vaccinated;
 - (b) partially vaccinated;
 - (c) excepted person; or
 - (d) excepted worker.
- (2) A person is **fully vaccinated** if the person has received either one dose of a one dose COVID-19 vaccine or two doses of a two dose COVID-19 vaccine, including a dose of two different types of a two dose COVID-19 vaccine.
- (3) A **person is partially** vaccinated if the person has received one dose of a two dose COVID-19 vaccine and is not an excepted person or an excepted worker.

- (4) A person is an **excepted person** if:
- (a) the person holds acceptable certification that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia due to:
 - (i) a medical contraindication; or
 - (ii) an acute medical illness (including where the person has been diagnosed with COVID-19); or
 - (b) the person is under 18 years of age.
- (5) A person is an **excepted worker** if the person works at an open premises and:
- (a) the person holds acceptable certification that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia due to:
 - (i) a medical contraindication; or
 - (ii) an acute medical illness (including where the person has been diagnosed with COVID-19); or
 - (b) the person is under 12 years and 2 months of age.
- (6) An **acceptable certification** is:
- (a) a COVID-19 digital certificate issued by Services Australia and displayed through the Medicare App, Service Victoria App or equivalent smartphone wallet that states that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia; or
 - (b) a printed version of the COVID-19 digital certificate referred to in paragraph (a).

5 Vaccination information and acceptable evidence

- (1) For the purposes of this Order:
- (a) **acceptable evidence** means:
 - (i) in relation to a person who is fully vaccinated and ordinarily resides in Australia:
 - (A) successful completion of a Service Victoria QR check-in that includes confirmation that the person is fully vaccinated displayed through the Service Victoria App; or
 - (B) a COVID-19 digital certificate displayed through the Medicare App, the Service Victoria App or equivalent smartphone wallet; or
 - (C) a printed version of the COVID-19 digital certificate or immunisation history statement issued by the vaccination provider, a medical practitioner or the Australian Immunisation Register; or
 - (D) in relation to an excepted person, an acceptable certification;
 - (ii) in relation to a person who is fully vaccinated and ordinarily resides outside Australia:
 - (A) a copy of the evidence that has been sighted by the Commonwealth Government as proof of vaccination for the purposes of entry to Australia consisting of either the Australian Traveller Declaration or the COVID-19 Vaccination and Testing Declaration for travel to Australia; and

- (B) a copy of a paper or digital certificate issued by an overseas government authority or an accredited overseas government vaccination provider that shows the person is fully vaccinated with a vaccine approved or recognised by the Therapeutic Goods Administration, is written in English or accompanied by a certified translation, and contains:
 - 1. the person's name as it appears in their passport;
 - 2. the person's date of birth or passport number;
 - 3. the vaccine brand name; and
 - 4. the date of each dose or the date on which a full course of immunisation was completed; or
 - (C) an Australian International COVID-19 Vaccination Certificate; and
- (b) **vaccination information** is information about a person's vaccination status and includes information that is derived from a record of information that was made under, or in accordance with, the **Australian Immunisation Register Act 2015** of the Commonwealth.

Note: vaccination information may be recorded in a variety of documents, a certificate of immunisation or an immunisation history statement obtained from the Australian Immunisation Register. For overseas travellers, it may be recorded in an Australian International COVID-19 Vaccination Certificate or vaccination certificates issued by an overseas government authority, accompanied by the Australian Traveller Declaration or COVID-19 Vaccination and Testing Declaration for travel to Australia.

6 Public events

(1) For the purpose of this Order:

- (a) **eligible public event** means an organised public gathering for a common purpose on a for profit or not-for-profit basis which is:
 - (i) an event (or a series of events):
 - (A) conducted on a one-off or periodic basis; and
 - (B) open to members of the public; and
 - (C) which may be subject to specific licences, approvals or permits; and

Note: the person must continue to apply for and comply with all required licences, approvals and permits.

 - (D) publicly announced or advertised; and
 - (E) which may be in a premises, venue, indoor space or outdoor space where such an event (or a series of events) forms part of the routine operations, use, activities or services of the premises, venue, indoor space or outdoor space; or
 - (ii) an event (or series of events) deemed by the Victorian Government to be a major event (or a series of events) or venue which wishes to hold 30,000 attendees or more,

Examples: an exhibition, sport event, festival, fair, parade, performance or trade show.

but does not mean:

- (iii) an ad hoc public gathering in a public place; or
- (iv) an ad hoc or routine public gathering in a premises, venue, indoor space or outdoor space which forms part of the ad hoc or routine operations, use, activities or services of the premises, venue, indoor space or outdoor space; or

- (v) a private gathering; or
- (vi) a wedding, funeral or end of life activity; or
- (vii) a routine religious gathering or ceremony,
to which this Order and the **Movement and Gathering Order** otherwise continue to apply; and
- (b) **exempt public event** means an eligible public event which, subject to the process described in the Public Event Framework, the Chief Health Officer or Deputy Chief Health Officer has exempted from a requirement in a pandemic order in force in accordance with clause 21; and
- (c) **Public Event Framework** means the Public Event Framework as amended from time to time by the Victorian Government with the approval of the Chief Health Officer or Deputy Chief Health Officer.

Division 2 – Premises-specific definitions

7 Accommodation premises

- (1) For the purposes of this Order:
 - (a) **accommodation premises** means any of the following:
 - (i) a camping ground;
 - (ii) a caravan park;
 - (iii) a hotel;
 - (iv) a hostel;
 - (v) a bed and breakfast;
 - (vi) a private holiday rental facility, including Airbnbs;
 - (vii) a motel;
 - (viii) a serviced apartment; or
 - (ix) a **licensed premises** to the extent that it is operated as a **premises** specified in paragraphs (i) to (viii).

8 Adult education or higher education premises

- (1) For the purposes of this Order:
 - (a) **adult education or higher education premises** means a premises that operates for the purpose of providing higher education services; and
 - (b) **higher education services** means educational services provided at or by a university, vocational education and training providers (including registered training organisations), technical and further education (TAFE) institutes, adult community and further education, and other post-compulsory education or training.

9 Community premises

- (1) For the purposes of this Order:
 - (a) **community premises** means any of the following, whether operated on a for profit or not-for-profit basis:
 - (i) a community centre or community hall;
 - (ii) a public library (including a toy library, but not the State Library);
 - (iii) a youth centre;
 - (iv) a playground;
 - (v) a skatepark in an outdoor space; or
 - (vi) a premises that has outdoor communal exercise equipment,

but does not include:

- (vii) a creative arts premises;
- (viii) a physical recreation premises; or
- (ix) a premises that has a swimming pool, hydrotherapy pool, spa, sauna, steam room or spring; and

(b) **early childhood education or care services** means onsite early childhood education and care services or children's services provided under the:

- (i) **Children's Services Act 1996** including limited hours services, budget based funded services, occasional care services, early childhood intervention services, mobile services and (if applicable) school holiday care programs; or
- (ii) **Education and Care Services National Law Act 2010** and the **Education and Care Services National Regulations 2011** including long day care services, kindergarten/preschool and family day care services, but does not include outside school hours care services.

10 Creative arts premises

(1) For the purposes of this Order:

(a) **creative arts premises** means any of the following, whether operated on a for profit or not-for-profit basis:

- (i) an art studio;
- (ii) a ceramics studio;
- (iii) a music room or studio;
- (iv) a rehearsal room or studio;
- (v) any other premises that is used for creative art,

but does not include:

- (vi) a physical recreation premises;
- (vii) a community premises; or
- (viii) a place of worship; and

(b) **place of worship** has the same meaning as in the **Heritage Act 2017**.

11 Entertainment and function premises

(1) For the purposes of this Order:

(a) **animal premises** means any of the following:

- (i) a zoological park;
- (ii) a wildlife centre;
- (iii) a petting zoo;
- (iv) an aquarium;
- (v) an animal farm that is not being operated for the purpose of producing food; and

(b) **entertainment and function premises** means any of the following, whether operated on a for profit or not-for-profit basis:

- (i) a theatre;
- (ii) a cinema;
- (iii) a music hall, concert hall or auditorium;
- (iv) a gallery or a museum;
- (v) the State Library;

- (vi) an arena or stadium;
 - (vii) an arcade;
 - (viii) an amusement park;
 - (ix) a gaming machine premises;
 - (x) a brothel, sex on premises venue or sexually explicit entertainment venue;
 - (xi) a bingo centre;
 - (xii) a karaoke premises;
 - (xiii) a nightclub;
 - (xiv) an animal premises;
 - (xv) a function premises;
 - (xvi) a convention centre;
 - (xvii) an escape room;
 - (xviii) a licensed premises to the extent that it is operated as a premises specified in subparagraphs (i) to (xvi);
 - (xix) a premises specified in subparagraphs (i) to (xviii) that is located within an accommodation premises; and
- (c) **function premises** means a building, room or space that is used for the purpose of holding events, functions, conferences or receptions; and
- (d) **National Performing Arts Company** means an organisation funded through the National Performing Arts Partnership Framework; and
- (e) **nightclub** means a premises:
- (i) to which a late night licence applies; and
 - (ii) with a dancefloor; and
- (f) **State Library** means the State Library Victoria; and
- (g) **zoological park** has the same meaning as in the **Zoological Parks and Gardens Act 1995**.

12 Food and drink premises

- (1) For the purposes of this Order:
- (a) **club licence** has the same meaning as in the **Liquor Control Reform Act 1998**; and
 - (b) **food court** has the same meaning as in the **Liquor Control Reform Act 1998**; and
 - (c) **food and drink premises** means:
 - (i) a cafe;
 - (ii) a restaurant;
 - (iii) a fast-food store;
 - (iv) a cafeteria;
 - (v) a canteen;
 - (vi) a winery;
 - (vii) a food court;
 - (viii) a **licensed premises** to the extent it operates as a premises specified in subparagraphs (i) to (vii);
 - (ix) a premises specified in subparagraphs (i) to (viii) that is located within an accommodation premises; and

- (d) **general licence** has the same meaning as in the **Liquor Control Reform Act 1998**; and
- (e) **late night licence** has the same meaning as in the **Liquor Control Reform Act 1998**; and
- (f) **licensed premises** means a business characterised as a pub, bar, club, nightclub or hotel that supplies alcohol under a general licence, an on-premises licence, a late night licence, a producer's licence, a club licence or a packaged liquor licence; and
- (g) **on-premises licence** has the same meaning as in the **Liquor Control Reform Act 1998**; and
- (h) **packaged liquor licence** has the same meaning as in the **Liquor Control Reform Act 1998**; and
- (i) **producer's licence** has the same meaning as in the **Liquor Control Reform Act 1998**; and
- (j) **small food and drink premises** means a food and drink premises with a total area of all spaces accessible to members of the public of less than 100 square metres.

13 Gaming machine premises

- (1) For the purposes of this Order:
 - (a) **gaming machine** has the same meaning as in the **Gambling Regulation Act 2003**; and
 - (b) **gaming machine premises** has the same meaning as 'gaming machine area' in the **Gambling Regulation Act 2003**.

14 Physical recreation premises

- (1) For the purposes of this Order:
 - (a) **hydrotherapy pool** means a pool designed to be used for hydrotherapy or rehabilitation purposes; and
 - (b) **physical recreation premises** means any of the following, whether operated on a for profit or not-for-profit basis:
 - (i) a premises used predominantly for indoor sport or physical recreation;
Examples: gymnasium, health club, fitness centre, yoga studio, pilates studio, barre studio, dance studio, spin premises, indoor basketball court, indoor climbing premises, squash court, table tennis centre.
 - (ii) a premises used predominantly for outdoor sport or physical recreation;
Examples: golf club, tennis club, outdoor basketball courts, go kart track, rifle range, equestrian centre, mini golf, paint ball, lawn bowling, water skiing.
 - (iii) a cardio or strength training premises;
Examples: a cardio or strength premises featuring cardio equipment (such as exercise bikes, elliptical trainers, steppers and rowing machines), free weights, kettlebells and weight and/or strength training equipment and machines. A cardio or strength training premises may be a stand-alone premises or part of another premises (such as a gymnasium, health club or fitness centre).
 - (iv) a skatepark in an indoor space;
 - (v) a trampolining centre;
 - (vi) a premises that has a swimming pool, hydrotherapy pool, spa, sauna, steam room or spring;
 - (vii) a premises specified in subparagraphs (i) to (vi) that is located within an accommodation premises,

but does not include:

- (viii) a premises that has a skatepark in an outdoor space;
- (ix) a premises that has outdoor communal exercise equipment; or
- (x) a creative arts premises; and

Note: a skatepark in an outdoor space and outdoor communal exercise equipment are part of the definition of 'community premises'.

- (c) **spring** means a hot, sweet, geothermal or mineral pool, spa or bath fed by groundwater from an aquifer.

15 Restricted retail premises

(1) For the purposes of this Order:

- (a) **beauty therapy premises** means a premises at which beauty therapy and personal care services are provided; and
- (b) **beauty therapy** has the same meaning as in the **Public Health and Wellbeing Act 2008**; and
- (c) **hairdressing premises** means a premises at which hairdressing services are provided; and
- (d) **hairdressing** has the same meaning as in the **Public Health and Wellbeing Act 2008**; and
- (e) **restricted retail premises** means:
 - (i) a beauty therapy premises; or
 - (ii) a hairdressing premises.

16 Tours and tourism

(1) For the purposes of this Order:

- (a) **licensed tourism operator** means a person:
 - (i) granted a tour operator licence under:
 - (A) section 21B of the **Crown Land (Reserves) Act 1978**; or
 - (B) section 57F of the **Forests Act 1958**; or
 - (C) section 140I of the **Land Act 1958**; or
 - (D) section 27D of the **National Parks Act 1975**; or
 - (E) section 21B of the **Wildlife Act 1975**; or
 - (ii) providing a tour of an entertainment and function premises; and
- (b) **tourism services** means an activity, guided tour or recreation programme conducted or coordinated by an employee or officer of a licensed tourism operator that is undertaken for profit for tourism purposes including, but not limited to, ballooning, a walking tour or bushwalking tour, a bicycle tour, abseiling, rock climbing, canoeing, kayaking, white water rafting, diving, snorkelling, horse trail riding, marine based tours and surfing, or a guided tour of a museum or gallery.

Division 3 – Other definitions

17 Other definitions

For the purposes of this Order:

Authorised Officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

Commonwealth employee has the same meaning as in the **Sex Discrimination Act 1984** of the Commonwealth;

court means:

- (1) the Supreme Court;

- (2) the County Court;
- (3) the Magistrates' Court;
- (4) the Children's Court;
- (5) any Federal Court;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 Mandatory Vaccination (Specified Facilities) Order means the **Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 5)** as amended or replaced from time to time;

COVID-19 Mandatory Vaccination (Specified Workers) Order means the **Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 4)** as amended or replaced from time to time;

COVID-19 vaccine means either a one dose COVID-19 vaccine or a two dose COVID-19 vaccine;

COVID Check-in Marshal means a person designated to perform the duty specified in clause 8(2)(a)(ii) and in clause 17;

critical unforeseen circumstance means a circumstance that the operator could not reasonably have foreseen nor planned for which results in a critical need for staff;

education and childcare service means:

- (1) school education at a registered school as defined in the **Education and Training Reform Act 2006**;
- (2) early childhood education or care services;

emergency situation means a situation where it is reasonably apparent to an employer that medical treatment is necessary, as a matter of urgency to:

- (1) save a person's life; or
- (2) prevent serious damage to a person's health; or
- (3) prevent a person from suffering or continuing to suffer significant pain or distress;

judge has the same meaning as judicial officer in the **Judicial Entitlements Act 2015**, but does not include the Deputy State Coroner or a reserve coroner;

judicial registrar has the same meaning as judicial registrar in **Judicial Entitlements Act 2015**, but does not include a judicial registrar within the meaning of the **Coroners Act 2008**;

mandatory vaccination worker means:

- (1) a person who is a worker within the meaning of the **COVID-19 Mandatory Vaccination (Specified Workers) Order**;
- (2) a person who is a worker in relation to a specified facility within the meaning of the **COVID-19 Mandatory Vaccination (Specified Facilities) Order**; and
- (3) an excluded worker;

medical contraindication means one of the following contraindications to the administration of a COVID-19 vaccine:

- (1) anaphylaxis after a previous dose;
- (2) anaphylaxis to any component of the vaccine, including polysorbate or polyethylene glycol;
- (3) in relation to AstraZeneca:
 - (a) history of capillary leak syndrome; or
 - (b) thrombosis with thrombocytopenia occurring after a previous dose;

- (4) in relation to Comirnaty or Spikevax:
 - (a) myocarditis or pericarditis attributed to a previous dose of either Comirnaty or Spikevax;
- (5) where a person is in the process of completing a Federal Department of Health approved COVID-19 vaccine clinical trial;
- (6) the occurrence of any other serious adverse event that has:
 - (a) been attributed to a previous dose of a COVID-19 vaccine by an experienced immunisation provider or medical specialist (and not attributed to any another identifiable cause); and
 - (b) been reported to State adverse event programs and/or the Therapeutic Goods Administration;

medical practitioner means:

- (1) a general practice registrar on an approved 3GA training placement; or
- (2) a public health physician; or
- (3) an infectious disease physician; or
- (4) a clinical immunologist; or
- (5) a general practitioner who is vocationally registered; or
- (6) a general practitioner who is a fellow of the Royal Australian College of General Practitioners (RACGP); or
- (7) a general practitioner who is a fellow of the Australian College of Rural and Remote Medicine (ACRRM); or
- (8) a paediatrician; or
- (9) a medical practitioner who is a fellow of the Royal Australasian College of Physicians;

Movement and Gathering Order means the **Pandemic (Movement and Gathering) Order 2022 (No. 3)** as amended or replaced from time to time;

one dose COVID-19 vaccine means ‘COVID-19 Vaccine Janssen’ (Janssen-Cilag);

pandemic orders in force has the same meaning as in the **Movement and Gathering Order**;

premises has the same meaning as in the **Public Health and Wellbeing Act 2008**;

Revoked Open Premises Order means the **Open Premises Directions (No. 7)** or the **Pandemic (Open Premises) Order 2022 (No. 4)**, or their predecessors;

Swimming and Water Safety Teacher Accreditation means an accreditation earned following the successful completion of an SISS001122 course, or accreditation earned following the completion of an equivalent course;

two dose COVID-19 vaccine means any of the following:

- (1) Vaxzevria (AstraZeneca);
- (2) Comirnaty (Pfizer);
- (3) Spikevax (Moderna);
- (4) Coronavac (Sinovac);
- (5) Covishield (AstraZeneca/Serum Institute of India);
- (6) Covaxin (Bharat Biotech);
- (7) BBIP-CorV (Sinopharm);
- (8) Sputnik V (Gamaleva Research Institute);
- (9) Nuvaxovid (Biocelect on behalf of Novavax);

Workplace Order means the **Pandemic (Workplace) Order 2022 (No. 5)** as amended or replaced from time to time.

Dated 18 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

GUIDANCE FOR THE PANDEMIC (WORKPLACE) ORDER 2022 (No. 5)

The presence of a person with a positive or probable diagnosis for COVID-19 at a work premises is considered to pose an immediate risk of transmission to persons who attend, or may attend the work premises.

This Order imposes specific obligations on employers to assist in reducing the frequency of outbreaks of COVID-19 in Victorian workplaces.

A worker must self-isolate and not attend a work premises if they have been tested for COVID-19 and they are awaiting the result of that test.

An employer must take reasonable steps to ensure:

- (1) all workers carry and wear a face covering where appropriate; and
- (2) implement a COVIDSafe Plan which addresses health and safety issues arising from COVID-19.

Where the work premises is an open premises, employers must also:

- (1) keep a record of all persons who attend the work premises, including the person's name, date and time, contact number and areas of the work premises the person attended; and
- (2) comply with the Victorian Government QR code system and display appropriate signage for the type of work premises as specified by this Order.

This Order specifies the appropriate response of an employer in the circumstance of a symptomatic person or confirmed case of COVID-19 in the work premises.

Failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic (Workplace) Order 2022 (No. 5) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (WORKPLACE) ORDER 2022 (No. 5)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (WORKPLACE) ORDER 2022 (No. 5)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

- (1) The purpose of this Order is to establish specific obligations on employers and workers in relation to managing the risk associated with COVID-19 transmission in the work premises.
- (2) This Order must be read together with the pandemic orders in force.
- (3) This Order is intended to supplement any obligation an employer may have under the **Occupational Health and Safety Act 2004** and is not intended to derogate from any such obligations.

2. Citation

This Order may be referred to as the **Pandemic (Workplace) Order 2022 (No. 5)**.

3. Authorising Provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 6:00:00 pm on 18 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Workplace) Order 2022 (No. 4)** is revoked at 6:00:00 pm on 18 February 2022.

5. Definitions

Terms used in the Order have meanings set out in Schedule 1.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – WORKPLACE ORDERS**Division 1 – Precautionary measures****7. Operation of a work premises**

- (1) Where an employer permits or requires work to be performed at a work premises, the employer must comply with clauses 8 to 13.
- (2) A worker must not attend a work premises if they have undertaken a COVID-19 PCR test or a COVID-19 rapid antigen test and they are awaiting the result of that test except if more than 7 days has passed since the date of the test.

8. Face coverings requirement

- (1) An employer must take reasonable steps to ensure a worker, when working at a work premises:
 - (a) carries a face covering at all times, except where an exception in the **Movement and Gathering Order** applies; and
 - (b) wears a face covering where required to do so in accordance with any other pandemic orders in force, except where an exception in the **Movement and Gathering Order** applies.

Note: face shields on their own do not meet the face covering requirements. Please refer to the Department's guidelines for further information.

- (1A) An employer of an education premises must take all reasonable steps to ensure that each student who physically attends the education premises complies with any requirement to wear a face covering that may apply to the student under the **Movement and Gathering Order**.

9. COVIDSafe Plan

- (1) Subject to subclause (3), an employer must, for each work premises:
- (a) have in place a COVIDSafe Plan, which addresses the health and safety issues arising from COVID-19, including but not limited to:
- Note: employers can use the template plan accessible from the following website for guidance: www.coronavirus.vic.gov.au/covidsafe-plan as amended or replaced from time to time by the Victorian Government.*
- (i) where applicable, the employer's process for implementing the record-keeping obligation under clause 10(1);
- (ii) the appropriate level of PPE to be worn at the work premises;
- (iii) actions taken by the employer to mitigate the introduction of COVID-19 at the work premises;
- Examples: temperature testing, provision and training for PPE use, physical distancing requirements (e.g. closing or reconfiguring common areas such as lunchrooms to support workers remaining 1.5 metres apart at all times).*
- (iv) the processes which the employer has put in place to respond to any symptomatic person or any confirmed case of COVID-19 at the work premises, taking into account the employer's obligations under this Order;
- (v) an acknowledgement that the employer understands its responsibilities and obligations under this Order; and
- (b) document and evidence, and require its managers to document and evidence, implementation of the COVIDSafe Plan.
- (2) The employer and the employer's workers must comply with the COVIDSafe Plan.
- (3) An employer is not required to comply with subclause (1):
- (a) for any work premises that have no workers working at that work premises;
- (b) in relation to:
- (i) each individual vehicle that makes up a fleet of two or more vehicles; and
- Note 1: despite subparagraph (i), an employer must have a COVIDSafe Plan in relation to a fleet of two or more vehicles.*
- Note 2: where an employer owns, operates or controls only one vehicle, then it must have a COVIDSafe Plan for that vehicle.*
- Example: where an employer owns, operates or controls only one vehicle used to provide commercial passenger vehicle services or a vehicle used to provide passenger services, then it must have a COVIDSafe Plan for that vehicle.*
- (ii) vehicles used predominantly by a worker to travel between the work premises and the worker's ordinary place of residence; or
- Note: each vehicle used predominantly as a work premises (e.g. food trucks, dental vans) requires a COVIDSafe Plan.*
- (c) in relation to a premises governed by an owners corporation where that premises has:
- (i) no shared spaces; or
- (ii) only shared outdoor spaces (such as shared driveways, lawns or gardens).
- Note: an owners corporation is required to have a COVIDSafe Plan for all premises where there are shared indoor spaces (for example: hallways, underground carparking facilities, or gyms).*

- (4) An employer must:
- (a) ensure the COVIDSafe Plan is held at the work premises at all times; and
 - (b) immediately present a copy of the COVIDSafe Plan on request to an Authorised Officer; and
 - (c) comply with any direction given by an Authorised Officer or WorkSafe inspector to modify a COVIDSafe Plan, including:
 - (i) following an outbreak of confirmed cases of COVID-19 at a work premises; or
 - (ii) if the Authorised Officer considers that the COVIDSafe Plan is not fit for purpose; and
 - (d) implement any modifications required in accordance with paragraph (c).

10. Record-keeping obligations (records requirement)

- (1) Subject to subclause (4), an employer must keep a record of all persons who attend the work premises if the work premises is an open premises, which includes:
- (a) the person's first name; and
 - (b) the person's surname; and
 - (c) a contact phone number; and
 - (d) the date and time at which the person attended the work premises; and
 - (e) the areas of the work premises which the person attended.

Note 1: where a venue is not staffed, an employer will have complied with the records requirement if they display instructions in a prominent location that clearly explain how patrons and other visitors to the venue should record their details.

Note 2: where a person does not have a phone number, an employer may comply with the record-keeping requirement by registering that person's contact details using a phone number for the contact most likely to be able to locate the person, such as a known relative, carer, or the phone number of the employer itself.

- (2) Subject to subclauses (3) to (6), in relation to a work premises that is an open premises, an employer must:
- (a) comply with subclause (1) using the Victorian Government QR code system; and
 - (b) make reasonable efforts to ensure that a person required to record an attendance at the work premises in accordance with paragraph (a) can do so using the Victorian Government QR code system for that purpose even where they do not have access to a personal mobile phone or other device that enables them to do so; and
- Note: compliance with paragraph (b) could include making a terminal (e.g. a tablet or other device) available for persons to register their contact details via the Victorian Government QR code system and staff available to provide assistance to persons to do so.*
- (c) where:
 - (i) it is not reasonably practicable for a person to record an attendance at the open premises using the Victorian Government QR code system; or
 - (ii) there is an access issue that prevents the Victorian Government QR code system from operating,

then the employer must use an alternative record-keeping method to comply with the records requirement; and

Example: where a venue has no internet coverage, such as in a remote location, manual records could be kept and stored electronically by the venue.

- (d) information collected by an employer using an alternative record-keeping method under subclause (2)(c) must be provided by the employer to Service Victoria if requested to do so by the Department or Service Victoria; and

- (e) prominently display signage at each entrance to the open premises so that members of the public can record their attendance using the Victorian Government QR code system; and
- Note: signage may also be displayed nearby to an entrance as well as at the entrance (for example, inside the open premises, in a hallway or waiting room near the entrance) if required to prevent people lining up outside or congregating at the entrance.*
- (f) where the open premises is a food and drink premises, excluding a food and drink premises that is a food court:
- (i) prominently display signage at all points of sale and at all points of service, so that members of the public can record their attendance using the Victorian Government QR code system; and
- Note: open premises to which paragraph (f) applies are required to comply with the signage requirements in paragraph (f) in addition to the signage requirements in paragraph (e).*
- (ii) ensure that a staff member requests all members of the public attending the open premises to record their attendance at:
- (A) an entrance to the open premises; or
- (B) a point of sale; or
- (C) a point of service; and
- Note: a point of sale includes where a customer pays for goods or services. A point of service includes where a worker interacts with a customer other than at a point of sale during their attendance, for example, a waiter attending a table to take an order, or when greeting a customer once they have entered the work premises.*
- (3) Where a person who attends an open premises is unable to check in using the Victorian Government QR code system for the purpose of subclauses (1) or (6), that information may be collected by an employer from another person on behalf of the first person using the Victorian Government QR code system for that purpose.
- (4) An employer is not required to comply with the records requirement in subclause (1):
- (a) in relation to essential support groups and health services if confidentiality is typically required; or
- Example: support groups for alcohol and drugs or family violence typically require confidentiality.*
- (b) in relation to common property areas governed by an owners corporation; or
- (c) in relation to persons receiving contactless ‘click and collect’ services where the transaction does not involve entering any indoor space at a work premises; or
- Example: attending a retail facility where a worker drops the goods into the boot of a customer’s car whilst the customer remains in the car.*
- (d) in relation to takeaway food providers in respect of customers attending the premises for the sole purpose of collecting food at a drive-through window; or
- (e) in relation to emergency workers attending a work premises for the purposes of responding to an emergency where complying with the records requirement is not practicable in the circumstances; or
- (f) in relation to attendances at a work premises for the purposes of police matters (including investigations), and the administration of justice where the person who is the subject of the record requests that their attendance is kept confidential; or
- (g) in relation to workers of, or visitors to premises owned or operated by, intelligence agencies who attend that premises for reasons of national security.
- (5) An employer is not required to comply with subclause (2) in relation to work premises that are:
- (a) premises where pre-ordered goods are being delivered via contactless delivery; or
- Example: a meal delivery service driver attending a premises to drop a meal ordered via an app at the door is not required to check-in at that premises.*

- (b) a private residence attended by workers for the purposes of undertaking work.
Note: this excludes common property areas governed by an owners corporation.
- (6) In handling any information collected under subclause (1):
- (a) an employer who uses a system other than the Victorian Government QR code system, must:
- (i) not collect personal information unless the information is necessary to meet the requirements outlined in subclause (1); or
- (ii) use reasonable endeavours to protect the personal information from use or disclosure, other than in accordance with a request made by an Authorised Officer (or a person assisting an Authorised Officer); and
Note: information should be collected in a way that protects it from being disclosed to other patrons.
Example: where using a paper-based method, a sheet of paper could be placed over previous visitor details on a sheet that records the names.
- (iii) use reasonable endeavours to notify the person from whom the personal information is being collected that the primary purpose of collection is for COVID-19 contact tracing, and that their personal information may be collected and stored by the Victorian Government for this purpose; and
- (iv) destroy the information as soon as reasonably practicable following 28 days after the attendance at the work premises, unless a statutory requirement permits or requires the personal information to be retained; and
Note: paragraph (a) is intended to apply to employers who use or owners who collect information pursuant to subclauses (1) or (6) using a method other than the Victorian Government QR code system, whether or not:
- (a) the employer also uses or the owner also uses the Victorian Government QR code system to comply with subclauses (1) or (6); or
- (b) the system used by the employer or made available by the owner links to the Victorian Government QR code system.
- (b) Service Victoria and/or another operator of the Victorian Government QR code system must destroy the information as soon as reasonably practicable following 28 days after the attendance at the work premises unless a statutory requirement permits or requires the personal information to be retained.

11. Signage requirements (signage requirement)

- (1) Where any other pandemic orders in force require a face covering to be worn in a work premises or part of a work premises:
- (a) an employer in relation to that work premises; or
- (b) a person who owns, operates or controls that work premises,
- must display a sign at each public entry advising that each person entering the work premises must wear a face covering, unless an exception under a pandemic order in force applies.

Division 2 – Responding to a symptomatic person or a confirmed COVID-19 case

12. Responding to a symptomatic person in a work premises

- (1) An employer must not require a worker to perform work at a work premises if the worker is a symptomatic person.
- (2) As soon as practicable after becoming aware of a symptomatic person who has attended a work premises in the period commencing 48 hours prior to the onset of symptoms, an employer must:
- (a) advise the worker that they are required to comply with the relevant requirements set out in the Testing Requirements for Contacts and Exposed Persons and, where applicable, follow the COVID-19 rapid antigen test procedure; and

- (b) ensure appropriate records are maintained in accordance with clause 10(1) in order to support contact tracing if the symptomatic person becomes a confirmed case, particularly from the period commencing 48 hours prior to the onset of symptoms in the symptomatic person; and

Note: this will include, for example, rosters and worker details, and details of all visitors to the work premises, to ascertain which persons were present at the work premises and who they may have come into contact with.

- (c) inform all workers (including the health and safety representative) to be vigilant about the onset of COVID-19 symptoms and advise all workers to comply with the relevant requirements set out in the Testing Requirements for Contacts and Exposed Persons and, where applicable, follow the COVID-19 rapid antigen test procedure if they become symptomatic.

13. Responding to a confirmed case of COVID-19 in a work premises

- (1) A worker who has received a positive result from a COVID-19 PCR test or a COVID-19 rapid antigen test must, as soon as practicable, notify the operator of any work premises at which the diagnosed person or the probable case ordinarily works, if the diagnosed person or the probable case attended an indoor space at the work premises during their Infectious Period.
- (2) As soon as practicable after becoming aware of a diagnosed person or a probable case who has attended the work premises in the Infectious Period, the operator must:
 - (a) to the extent not already completed, direct the diagnosed person or the probable case not to attend the work premises and advise them to self-isolate immediately in accordance with the relevant requirements in the **Quarantine, Isolation and Testing Order** and support the worker in doing so, by either:
 - (i) directing the worker to travel home immediately (and providing support to the worker to do so); or
 - (ii) where the worker is unable to travel home immediately, directing the worker to isolate themselves at the work premises and, whilst doing so, to wear a face covering and remain at least 1.5 metres from any other person at the work premises, until the worker can return home later that day to self-isolate; and
 - (b) take reasonable steps to notify all workers that are exposed persons at the work premises that they:
 - (i) may have been exposed to COVID-19; and
 - (ii) must comply with the relevant requirements set out in the Testing Requirements for Contacts and Exposed Persons and, where applicable, follow the COVID-19 rapid antigen test procedure; and
 - (iii) must produce to the operator of the work premises acceptable evidence of a negative result from any COVID-19 test they are required to complete in accordance with the Testing Requirements for Contacts and Exposed Persons before being permitted to return to the work premises; and
 - (c) inform all workers (including health and safety representatives) to be vigilant about the onset of COVID-19 symptoms and advise all workers to comply with the relevant requirements set out in the Testing Requirements for Contacts and Exposed Persons and, where applicable, follow the COVID-19 rapid antigen test procedure, if they become symptomatic; and
 - (d) put in place appropriate control and/or risk management measures to reduce the risk of spreading COVID-19 at the work premises; and

Note: employers are encouraged to ensure that any risks identified from the confirmed case are addressed in these control measures.

Examples: increasing the implementation and enforcement of control measures with respect to PPE (such as face coverings) and physical distancing.

- (e) where the work premises (or part of the work premises) is closed, not re-open that work premises (or that part of the work premises which was closed) until all of the following have occurred:
 - (i) the employer has complied with all of its obligations under paragraphs (a) to (d); and
 - (ii) the Department has completed all relevant contact tracing.

Note: employers must comply with their obligations under occupational health and safety laws.
- (3) As soon as practicable after becoming aware that at least 5 confirmed cases attended the work premises within a 7 day period, the operator must notify the Department (or other entity nominated by the Department on its website) and:
 - (a) notify it of the actions taken in accordance with subclause(2)(a) to (d); and
 - (b) provide it with a copy of the risk assessment conducted in accordance with subclause (2)(d); and
 - (c) provide it with contact details of any exposed persons (whether or not workers) identified pursuant to subclause (2)(b); and
 - (d) comply with any further directions given by the Department or WorkSafe in relation to closure of the work premises (or part of the work premises) and/or cleaning.

14. Testing requirements for exposed persons

A person who has been notified under clause 13(2)(b) that they are an exposed person at a work premises must:

- (1) comply with the relevant requirements set out in the Testing Requirements for Contacts and Exposed Persons and, where applicable, follow the COVID-19 rapid antigen test procedure; and
- (2) produce to the operator of the work premises acceptable evidence of a negative result from any COVID-19 test they are required to complete in accordance with the Testing Requirements for Contacts and Exposed Persons within 24 hours of receiving the negative result and before returning to the work premises.

Note: the exposed person's parent, guardian or carer may notify the operator of the work premises on behalf of the exposed person, for the purpose of subclause (2).

15. Collection of information by operators of a work premises

- (1) The operator of a work premises must collect, record and store the following information:
 - (a) a list of workers who have been notified under clause 13(2)(b) that they are exposed persons; and
 - (b) any results of tests for COVID-19 of workers who have been notified under clause 13(2)(b) that they are exposed persons, including the acceptable evidence of a negative test result for COVID-19 provided to the operator of the work premises under clause 14(2).
- (2) For the purposes of complying with this clause, an operator of a work premises is authorised to use any information that it holds under subclause (1).

PART 3 – GENERAL PROVISIONS

16. Relationship with other Orders

If there is any inconsistency between this Order and an Order or other requirement contained in a **Detention Notice**, these Orders are inoperative to the extent of the inconsistency.

17. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

18. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked Workplace Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked Workplace Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked Workplace Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

19. Service Victoria authorisation

- (1) The Service Victoria CEO is authorised to:
 - (a) collect, use and disclose information about the attendance of a person at a work premises, including at a work premises where the employer is not required to record the person's attendance under this Order; and
 - (b) store that information for a period of 28 days after the attendance of the person at the work premises unless a statutory requirement permits or requires the personal information to be retained,
that is collected through:
 - (c) the Victorian Government QR code system; or
 - (d) the disclosure of the attendance information by an employer to the Service Victoria CEO that was collected by the employer using an alternative record-keeping method put in place to comply with the records requirement under this Order or a Revoked Workplace Order.

PART 4 – PENALTIES**20. Penalties**

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.
Penalty: In the case of a natural person, 60 penalty units;
Penalty: In the case of a body corporate, 300 penalty units.
- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – DEFINITIONS

For the purposes of this Order:

Additional Industry Obligations Order means the **Pandemic (Additional Industry Obligations) Order 2022 (No. 7)** as amended or replaced from time to time;

Authorised Officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

commercial passenger vehicle service has the meaning given in section 4 of the **Commercial Passenger Vehicle Industry Act 2017**; **confirmed case** means a diagnosis of COVID-19 in a worker at the work premises from a COVID-19 PCR test or a COVID-19 rapid antigen test and includes a worker who is a diagnosed person or a probable case;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 Mandatory Vaccination (General Workers) Order means the **Pandemic COVID-19 Mandatory Vaccination (General Workers) Order 2022 (No. 3)** as amended or replaced from time to time;

COVID-19 Mandatory Vaccination (Specified Facilities) Order means the **Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 5)** as amended or replaced from time to time;

COVID-19 Mandatory Vaccination (Specified Workers) Order means the **Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 4)** as amended or replaced from time to time;

COVID-19 PCR test has the same meaning as in the **Quarantine, Isolation and Testing Order**;

COVID-19 rapid antigen test has the same meaning as in the **Quarantine, Isolation and Testing Order**;

COVID-19 symptoms means symptoms consistent with COVID-19, including but not limited to the following:

- (1) a fever ($\geq 37.5^{\circ}\text{C}$) or consistent fever of less than 37.5°C (such as night sweats, chills);
- (2) acute respiratory infection (such as cough, shortness of breath, sore throat);
- (3) loss of smell;
- (4) loss of taste;

COVIDSafe Plan has the meaning in clause 9(1);

Department means the Department of Health;

Detention Notice means a notice given to a person requiring the person to be detained for a specified period;

diagnosed person has the same meaning as in the **Quarantine, Isolation and Testing Order**;

education premises has the same meaning as in the **Movement and Gathering Order**;

emergency has the same meaning as in the **Emergency Management Act 2013**;

emergency worker has the same meaning as in the **Sentencing Act 1991**;

employee includes a person who is self-employed;

employer means a person who owns, operates or controls work premises (or a work premises) and includes a person who is self-employed;

exposed person has the same meaning as in the **Quarantine, Isolation and Testing Order**;

face covering means a fitted face mask that covers the nose and mouth to provide the wearer protection against infection;

food and drink premises has the same meaning as in the **Open Premises Order**;

food court has the same meaning as in the **Liquor Control Reform Act 1998**;

general worker has the same meaning as in the **COVID-19 Mandatory Vaccination (General Workers) Order**;

health and safety representative has the same meaning as in the **Occupational Health and Safety Act 2004**;

indoor space has the same meaning as in the **Open Premises Order**;

Infectious Period has the same meaning as in the **Quarantine, Isolation and Testing Order**;

inspector has the same meaning as in the **Occupational Health and Safety Act 2004**;

member of the public is a person but does not include:

- (1) a person who is an employee of an operator of the facility or venue; or
- (2) any other person who attends the facility or venue that is reasonably necessary for providing a service at the facility or venue;

Movement and Gathering Order means the **Pandemic (Movement and Gathering) Order 2022 (No. 4)** as amended or replaced from time to time;

open premises has the same meaning as in the **Open Premises Order**;

Open Premises Order means the **Pandemic (Open Premises) Order 2022 (No. 5)** as replaced or amended from time to time;

outbreak has the same meaning as in the **Quarantine, Isolation and Testing Order**;

outdoor space has the same meaning as in the **Open Premises Order**;

owner has the same meaning as in the **Commercial Passenger Vehicle Industry Act 2017**;

owners corporation has the same meaning as in the **Owners Corporations Act 2006**;

pandemic orders in force has the same meaning as in the **Movement and Gathering Order**;

passenger services has the same meaning as in the **Transport Integration Act 2010**;

PPE means personal protective equipment;

premises has the same meaning as in the **Open Premises Order**;

probable case has the same meaning as in the **Quarantine, Isolation and Testing Order**;

Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)** as amended or replaced from time to time;

reasonably practicable is to have its ordinary and common sense meaning;

records requirement means the requirements in clause 10;

Revoked Workplace Order means the **Workplace Directions (No. 57)** or the **Pandemic (Workplace) Order 2022 (No. 4)**, or their predecessors;

self-isolate has the same meaning as in the **Quarantine, Isolation and Testing Order**;

self-quarantine has the same meaning as in **Quarantine, Isolation and Testing Order**;

Service Victoria has the same meaning as in the **Service Victoria Act 2018**;

Service Victoria CEO has the same meaning as in the **Service Victoria Act 2018**;

signage requirement has the meaning in clause 11;

Students with Disabilities Transport Program means the program of that name administered by the Department of Education and Training;

symptomatic person means a person that is experiencing one or more COVID-19 symptoms, unless those symptoms are caused by an underlying health condition or medication;

Testing Requirements for Contacts and Exposed Persons means the document titled 'Testing Requirements for Contacts and Exposed Persons' as amended or reissued from time to time by the Secretary of the Department of Health;

vehicle has the same meaning as in the **Open Premises Order**;

Victorian Government QR code system means the digital system provided by the Service Victoria CEO and other parts of the Victorian Government that enables a person to record their attendance;

Visitors to Hospitals and Care Facilities Order means the **Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 3)** as amended or replaced from time to time;

work premises means a **premises** in which work is undertaken, including any **vehicle** whilst being used for work purposes, but excluding a person's ordinary place of residence;

Note: this includes a community facility such as a community centre or community hall, or a public library, or a place of worship, or a home or residential property when a business is operated from that home or residential property.

worker includes employees, subcontractors (and their employees), volunteers and any other person engaged or permitted by an employer to perform work;

WorkSafe means WorkSafe Victoria.

Dated 18 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

**GUIDANCE FOR THE PANDEMIC (VICTORIAN BORDER CROSSING)
ORDER 2022 (No. 5)**

This Order provides for persons entering Australia as an international passenger arrival or as international aircrew services workers to limit the spread of COVID-19.

International arrivals must:

- (1) comply with the general post-entry conditions;
- (2) carry and present specific documents on the request of an authorised officer; and
- (3) complete prescribed COVID-19 PCR tests or COVID-19 rapid antigen tests, as applicable.

International passenger arrivals who are adolescents and are not fully vaccinated and not a medically exempt person must travel immediately to the residence in Victoria where they will remain in self-quarantine for a prescribed period of time, unless undertaking essential activities.

International aircrew arrivals who are not fully vaccinated and not a medically exempt person must self-quarantine for a prescribed period of time, unless undertaking essential activities.

This Order also sets out the conditions under which a person may be granted an exemption from this Order. Failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic (Victorian Border Crossing) Order 2022 (No. 5) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (VICTORIAN BORDER CROSSING) ORDER 2022 (No. 5)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (VICTORIAN BORDER CROSSING) ORDER 2022 (No. 5)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

The objective of this Order is to provide a scheme for persons arriving in Australia as an international passenger arrival or international aircrew services worker, to limit the spread of COVID-19.

2. Citation

This Order may be referred to as the **Pandemic (Victorian Border Crossing) Order 2022 (No. 5)**.

3. Authorising Provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 6:00:00 pm on 18 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Victorian Border Crossing) Order 2021 (No. 4)** is revoked at 6:00:00 pm on 18 February 2022.

5. Definitions

Terms used in this Order have the meanings set out in Schedule 1.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – REQUIREMENTS FOR INTERNATIONAL TRAVELLERS**Division 1 – Restrictions on entry****7. Restrictions on persons entering Victoria**

- (1) A person who has been in another country in the 7 days prior to arrival in Victoria, may only enter Victoria under this Order if the person is an:
 - (a) international aircrew services worker and meets all of the requirements in clause 8; or
 - (b) international passenger arrival and meets all of the requirements in clause 10.
- (2) This Order does not apply to a person who enters Victoria from another country who is not a person specified in subclause (1)(a) or (b).

*Note: a person who is not covered as an international passenger arrival under clause 10 or an international aircrew services worker under clause 8 is not excluded from entering Victoria but is not governed by this Order and may instead be governed by the **Pandemic (Detention) Order**.*

Division 2 – International aircrew services worker**8. Eligibility**

- (1) Subject to subclause (2), a person who is an international aircrew services worker may enter Victoria if the person:
 - (a) is fully vaccinated; or
 - (b) is a medically exempt person; or
 - (c) is not fully vaccinated or a medically exempt person but is an Australian based international aircrew services worker.

- (2) A person who enters Victoria as an international aircrew services worker under subclause (1) and remains for a period of 48 hours or longer in Victoria must have completed either:
- (a) a pre-departure COVID-19 rapid antigen test within 24 hours of their scheduled departure for Victoria and comply with the COVID-19 rapid antigen test procedure; or
 - (b) a pre-departure COVID-19 PCR test within 3 days of their scheduled departure for Victoria.
- (3) A person who enters Victoria as an Australian based international aircrew services worker who is fully vaccinated under subclause (1)(a) is exempt from the requirements in subclause (2), provided that:
- (a) the person is operating turnaround flights to a country outside of Australia (including passenger flights, freight and maintenance); and
 - (b) all aircrew services workers from that flight remain airside while in a country outside of Australia; and
 - (c) all aircrew services workers from that flight adhere to post-arrival COVID-19 PCR testing or COVID-19 rapid antigen testing requirements in clause 9; and
 - (d) the person must otherwise comply with relevant airline requirements and COVID Safe Plan whilst in Victoria and in any other State or Territory in Australia.

9. International aircrew services worker – Obligations after entry

- (1) A person who enters Victoria as an international aircrew services worker under clause 8(1):
- (a) must comply with the general post-entry conditions; and
 - (b) travel immediately and directly to the residence in Victoria where they will self-quarantine; and
 - (c) while in direct transit to their place of self-quarantine in Victoria, leave their vehicle only for the purposes of:
 - (i) obtaining medical care or medical supplies; or
 - (ii) accessing toilet and bathroom facilities; or
 - (iii) paying for fuel; or
 - (iv) purchasing essential items; or
 - (v) purchasing takeaway food or drink; and
 - (d) if leaving their vehicle for a permitted reason in paragraph (c):
 - (i) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and
 - (ii) practise physical distancing; and
 - (iii) keep detailed records of each place they stop; and
 - (e) if they are fully vaccinated or medically exempt, must:
 - (i) remain in self-quarantine, unless undertaking essential activities, until they receive a negative result from a COVID-19 rapid antigen test or COVID-19 PCR test completed after their arrival in Victoria or until their next scheduled international flight (whichever is sooner); and
 - (ii) if leaving self-quarantine to undertake essential activities as permitted under subparagraph (i):
 - (A) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and

- (B) practise physical distancing; and
- (iii) if remaining for a period of 48 hours or longer in Victoria, complete either:
 - (A) a COVID-19 PCR test within 24 hours of arrival in Victoria; or
 - (B) a COVID-19 rapid antigen test within 24 hours of arrival in Victoria and comply with the COVID-19 rapid antigen test procedure; and
- (f) if they are not fully vaccinated and are not medically exempt, must:
 - (i) remain in self-quarantine, unless undertaking essential activities, for a period 7 days after arrival in Victoria or until their next scheduled international flight (whichever is sooner); and
 - (ii) if leaving self-quarantine to undertake essential activities as permitted under subparagraph (i):
 - (A) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and
 - (B) practise physical distancing; and
 - (iii) complete:
 - (A) a COVID-19 PCR test within 24 hours of arrival in Victoria and remain in self-quarantine as required under subparagraph (i); or
 - (B) a COVID-19 rapid antigen test within 24 hours of arrival in Victoria, and comply with the COVID-19 rapid antigen test procedure and remain in self-quarantine as required under subparagraph (i); and
- (g) must carry and present on request to an authorised officer, a Victoria Police member or a Protective Services Officer (or other person under such person's direction):
 - (i) an acceptable form of identification; and
 - (ii) if applicable, international acceptable evidence to show that they are fully vaccinated or international acceptable certification to show they are a medically exempt person.

Division 3 – International passenger arrival

10. Eligibility

- (1) A person may enter Victoria as an international passenger arrival if the person, at the time they enter in Victoria, is:
 - (a) 12 years and 2 months of age or above and is fully vaccinated or a medically exempt person; or
 - (b) younger than 12 years and 2 months of age and is either:
 - (i) travelling with at least one parent or guardian who is fully vaccinated or is a medically exempt person; or
 - (ii) travelling unaccompanied; or
 - (c) at least 12 years and 2 months of age and less than 18 years of age and is not fully vaccinated or a medically exempt person and is either:
 - (i) travelling with at least one parent or guardian who is fully vaccinated or is a medically exempt person; or
 - (ii) travelling unaccompanied.

11. Conditions after arrival – all international passenger arrivals

- (1) An international passenger arrival who enters Victoria under clause 10(1) must, for the period between when they arrive in Victoria and until the day that is 7 days after the person arrived in Australia:
- (a) comply with all general post-entry conditions; and
 - (b) carry and present on request to an authorised officer, Victoria Police member or a Protective Services Officer (or other person under such person's direction):
 - (i) an acceptable form of identification; and
 - (ii) if applicable, evidence of their COVID-19 PCR test results in accordance with clause 12(1) or clause 13(1); and
 - (iii) international acceptable evidence or international acceptable certification to show that:
 - (A) they are fully vaccinated or a medically exempt person; or
 - (B) if younger than 12 years and 2 months of age, at least one of their parents or guardians is fully vaccinated or is a medically exempt person; or
 - (C) if at least 12 years and 2 months of age and less than 18 years of age and not:
 - 1. fully vaccinated or a medically exempt person; or
 - 2. travelling unaccompanied,at least one of their parents or guardians is fully vaccinated or is a medically exempt person.

12. Additional conditions after arrival – all international passenger arrivals except adolescents who are not fully vaccinated and are not a medically exempt person

- (1) An international passenger arrival who enters Victoria under clause 10(1) (other than under clause 10(1)(c)) must:
- (a) if they are required to self-quarantine under paragraph (e), travel immediately and directly to the premises in Victoria where they will self-quarantine; and
 - (b) if they are required to self-quarantine under paragraph (e), whilst in direct transit to their place of self-quarantine in Victoria, only leave their vehicle for the purposes of:
 - (i) obtaining medical care or medical supplies; or
 - (ii) accessing toilet and bathroom facilities; or
 - (iii) paying for fuel; or
 - (iv) purchasing essential items; or
 - (v) purchasing takeaway food or drink; and
 - (c) if leaving their vehicle for a permitted reason in paragraph (b):
 - (i) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and
 - (ii) practise physical distancing; and
 - (iii) keep detailed records of each place they stop; and
 - (d) complete:
 - (i) a COVID-19 PCR test; or
 - (ii) if specified in the International Arrivals and Aircrew Testing Requirements, a COVID-19 rapid antigen test and comply with the COVID-19 rapid antigen test procedure,

within 24 hours of arrival in Victoria if the person is in Victoria at any time within 24 hours of arrival in Australia and has not already taken either a COVID-19 PCR test or if applicable, a COVID-19 rapid antigen test and complied with the COVID-19 rapid antigen test procedure, within 24 hours of arrival in Australia; and

- (e) remain in self-quarantine, unless undertaking essential activities, until they receive a negative result from their COVID-19 test carried out within 24 hours of arrival in Victoria in accordance with paragraph (d) or until their next scheduled international flight (whichever is sooner); and
- (f) if leaving self-quarantine to undertake essential activities as permitted under paragraph (e):
 - (i) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and
 - (ii) practise physical distancing; and
- (g) if they are required to self-quarantine under paragraph (e), not share spaces or facilities at the premises at which they are self-quarantining, including a bedroom, bathroom or kitchen, with any other person who is not self-quarantining.

13. Additional conditions after arrival – adolescents who are not fully vaccinated and are not a medically exempt person

- (1) If a person enters Victoria under clause 10(1)(c), that person must, in addition to the obligations specified in clause 11(1):
 - (a) travel immediately and directly to, and self-quarantine at, the premises at which the person will reside for the purposes of self-quarantine for the period when they arrive in Victoria until the day that is 8 days after the person arrived in Australia. If the person arrived in Victoria after the end of the self-quarantine period, the person is not required to self-quarantine; and
 - (b) whilst in direct transit to their place of self-quarantine in Victoria, only leave their vehicle for the purposes of:
 - (i) obtaining medical care or medical supplies; or
 - (ii) accessing toilet and bathroom facilities; or
 - (iii) paying for fuel; or
 - (iv) purchasing essential items; or
 - (v) purchasing takeaway food or drink; and
 - (c) if leaving their vehicle for a permitted reason in paragraph (b):
 - (i) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and
 - (ii) practise physical distancing; and
 - (iii) keep detailed records of each place they stop; and
 - (d) complete:
 - (i) a COVID-19 PCR test; or

- (ii) if specified in the International Arrivals and Aircrew Testing Requirements, a COVID-19 rapid antigen test and comply with the COVID-19 rapid antigen test procedure,
 - within 24 hours of arrival in Victoria if the person is in Victoria at any time within 24 hours of arrival in Australia and has not already taken either a COVID-19 PCR test or if applicable, a COVID-19 rapid antigen test and complied with the COVID-19 rapid antigen test procedure, within 24 hours of arrival in Australia; and
- (e) remain in self-quarantine unless undertaking essential activities for the period specified in paragraph (a); and
- (f) if leaving self-quarantine to undertake essential activities under paragraph (e):
 - (i) wear a face covering at all times unless, in accordance with the pandemic orders in force, an exception from the requirement to wear a face covering applies to the person; and
 - (ii) practise physical distancing; and
- (g) not share spaces or facilities at the premises at which they are self-quarantining, including a bedroom, bathroom or kitchen, with any other person who is not self-quarantining.

PART 3 – EXEMPTIONS

14. Request for exemption

- (1) A person is not required to comply with a requirement of this Order if the person is granted an exemption from that requirement under clause 15(2).
- (2) A person may request an exemption:
 - (a) by contacting the Department by phone; or
 - (b) in any form as determined by the Department from time to time.

Note: an exemption request under subparagraph (b) is to occur by the submission of the COVID-19 Exemption Smart Form online at <https://djcschwms.powerappsportals.com/covid-19-exemption-smart-form/> as amended or reissued from time to time by the Secretary of the Department.
- (3) A request for exemption must contain all information reasonably required by the Department from time to time, for the purpose of protecting public health.

15. Power to grant exemptions

- (1) A person may request an exemption from any or all requirements contained in this Order.
- (2) The Chief Health Officer or Deputy Chief Health Officer (or the Secretary or a Deputy Secretary to the Department or an Executive Director or Director in the COVID-19 Response Division of the Department) may exempt a person or group of persons from any or all requirements contained in these directions, if satisfied that an exemption is appropriate, having regard to the:
 - (a) need to protect public health; and
 - (b) principles in sections 5 to 10 of the **Public Health and Wellbeing Act 2008**, as appropriate.
- (3) Before granting any exemption under subclause (2), the Chief Health Officer or Deputy Chief Health Officer (or the Secretary or a Deputy Secretary to the Department or an Executive Director or Director in the COVID-19 Response Division of the Department) must consider:
 - (a) the circumstances set out in any request; and
 - (b) any documentary evidence provided by the person, including test results or other medical information in relation to the person; and
 - (c) any further documentary evidence requested by the Chief Health Officer or Deputy Chief Health Officer (or the Secretary or a Deputy Secretary to the Department or an Executive Director or Director in the COVID-19 Response Division of the Department) and provided by the person.

- (4) An exemption under subclause (2):
 - (a) must:
 - (i) be given by the Department, in writing, to the person who is the subject of the exemption; or
 - (ii) be published by the Department, in writing, for the purpose of any group of persons who are the subject of the exemption; and
 - (iii) specify the requirement or requirements that the person or group of persons need not comply with; and
 - (b) may be subject to additional or different conditions approved by the Chief Health Officer or Deputy Chief Health Officer.
- (5) An exemption granted under subclause (2) does not prevent an authorised officer from exercising an emergency power or a pandemic management power to give the person or group of persons a different direction or impose a different requirement on the person or group of persons.

16. Conditions of exemption

- (1) A person who receives an exemption under clause 15(2) must:
 - (a) enter Victoria within 72 hours of the time set out in the exemption, if applicable; and
Note 1: an exemption will expire if the person does not enter Victoria within 72 hours of the time set out in the exemption and the person will need to re-apply for a new exemption.
Note 2: an exemption may be subject to a condition to enter a particular point of entry into Victoria under clause 15(4)(b).
 - (b) carry, and present on request to an authorised officer, a Victoria Police member or a Protective Services Officer (or other person under their direction):
 - (i) the exemption; and
 - (ii) documentary evidence supporting the grounds for the exemption, if applicable; and
 - (iii) an acceptable form of identification; and
 - (c) comply with any conditions imposed on the exemption.
- (2) Nothing in clauses 14(1) to 16(1) prevents an authorised officer from exercising an emergency power or a pandemic management power to give a person a different direction or impose a different requirement or condition of exemption on the person.

PART 4 – GENERAL PROVISIONS

17. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

18. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked Victorian Border Crossing Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked Victorian Border Crossing Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked Victorian Border Crossing Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

PART 5 – PENALTIES**19. Penalties**

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.

Penalty: In the case of a natural person, 60 penalty units;

Penalty: In the case of a body corporate, 300 penalty units.

- (2) A person is not guilty of an offence against section (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – DEFINITIONS

acceptable certification has the same meaning as in the **Open Premises Order**;

acceptable form of identification means:

- (1) subject to subclauses (2) and (3), photographic personal identification and evidence of the current address where the person ordinarily resides (unless the person is under the age of 18); and

Example: photographic personal identification includes a driver's licence issued by any State or Territory or a passport issued by Australia. Evidence of the current address where the person ordinarily resides includes a driver's licence or any other document issued by any State or Territory or any municipal district, local government area, unincorporated local government area (not including Lord Howe Island) or local authority, including a rates notice.

- (2) if the person is unable to provide photographic personal identification in accordance with subclause (1), two forms of documentary evidence satisfactory to the authorised officer, Victoria Police member or Protective Services Officer (or other person under such person's direction) to prove the person's identity (unless the person is under the age of 18); and

Example: documentary evidence includes Medicare card, Australian, State or Territory government correspondence, credit card or utility bill.

- (3) if the person is unable to provide evidence of the current address where the person ordinarily resides in accordance with subclause (1), other documentary evidence satisfactory to the authorised officer, Victoria Police member or Protective Services Officer (or other person under such person's direction) of the person's address (unless the person is under the age of 18);

Example: a letter from an Indigenous community leader or community services provider confirming the person's identity and confirming the person's address or other place of residence arrangements.

aircrew services worker means a pilot or a member of cabin crew who:

- (1) is undertaking operational flying duties or proficiency training on an aircraft that is not an aircraft of any part of the Australian Defence Force (including any aircraft that is commanded by a member of that Force in the course of duties as such a member); or
- (2) is required by their employer to attend facilities in Victoria for the purpose of undertaking simulator training or emergency procedures training;

authorised officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 Mandatory Vaccination (General Workers) Order means the **Pandemic COVID-19 Mandatory Vaccination (General Workers) Order 2022 (No. 3)** as amended or replaced from time to time;

COVID-19 Mandatory Vaccination (Specified Facilities) Order means the **Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 5)** as amended or replaced from time to time;

COVID-19 Mandatory Vaccination (Specified Workers) Order means the **Pandemic COVID-19 Mandatory Vaccination (Specified Workers) Order 2022 (No. 4)** as amended or replaced from time to time;

COVID-19 PCR test means a COVID-19 polymerase chain reaction test;

COVID-19 rapid antigen test procedure means if a person completed a COVID-19 rapid antigen test:

- (1) the person must undertake a second COVID-19 rapid antigen test as soon as possible if the person receives an invalid test result from the first COVID-19 rapid antigen test, such that it is not possible to conclude that the result is a negative test result; and

- (2) if the result of the second COVID-19 rapid antigen test is invalid such that it is not possible to conclude that the result is negative, the person must complete a COVID-19 PCR test within 24 hours and remain in self-quarantine until the person receives a negative test result;

COVID-19 symptoms means symptoms consistent with **COVID-19**, including but not limited to the following:

- (1) a fever ($\geq 37.5^{\circ}\text{C}$) or consistent fever of less than 37.5°C (such as night sweats or chills);
- (2) acute respiratory infection (such as cough, shortness of breath, sore throat);
- (3) loss of smell;
- (4) loss of taste;

COVID-19 vaccine means a vaccine to protect a person against COVID-19 that:

- (1) has been registered, provisionally registered or recognised by the Therapeutic Goods Administration; or
- (2) has been approved by a comparable overseas regulator, as determined by the Therapeutic Goods Administration, under regulation 16DA(3) of the Therapeutic Goods Regulation 1990 of the Commonwealth;

COVIDSafe Plan has the same meaning as in the **Workplace Order**;

Department means the Victorian Department of Health;

emergency powers has the same meaning as in the **Public Health and Wellbeing Act 2008**;

essential activities means;

- (1) obtaining medical care or medical supplies; or
- (2) obtaining a COVID-19 PCR test or COVID-19 rapid antigen test; or
- (3) responding to an emergency situation; or
- (4) activities required to comply with any law; or
- (5) departing the State of Victoria;

face covering means a fitted face mask that covers the nose and mouth to provide the wearer protection against infection (but does not include a face shield);

fully vaccinated means a person who has received either one dose of a one dose COVID-19 vaccine or two doses of a two dose COVID-19 vaccine, including a dose of two different types of a two dose COVID-19 vaccine;

general post-entry conditions means that a person must:

- (1) comply with all of the pandemic orders in force; and
- (2) monitor for COVID-19 symptoms; and
- (3) obtain a test for COVID-19 as soon as possible after experiencing any COVID-19 symptoms;

international acceptable certification means the person has a certificate issued by a medical practitioner who is authorised by an overseas government authority or an accredited vaccination provider (a vaccination provider that is accredited in or by the overseas government authority in the country which the person received the vaccination), that is written in English or accompanied by a certified translation and contains:

- (1) the person's name as it appears on their passport; and
- (2) the person's date of birth or passport number; and

either

- (3) a certification from the medical practitioner that the person is unable to receive a dose, or a further dose, of a COVID-19 vaccine due to:
 - (a) a medical contraindication; or

- (b) an acute medical illness (including where the person has been diagnosed with COVID-19); or
- (4) a documented diagnosed COVID-19 infection confirmed by a COVID-19 PCR test within the previous 4 months.

*Note: a person who enters Victoria as an international passenger arrival has a temporary medical exemption pursuant to subclause (4) and will not meet the definition for a medical exemption in other relevant pandemic orders in force, including the **COVID-19 Mandatory Vaccination (Specified Facilities) Order**, **COVID-19 Mandatory Vaccination (General Workers) Order**, **COVID-19 Mandatory Vaccination (Specified Workers) Order** and the **Open Premises Order**, unless they also meet the criteria at subclause (3)(a) or (3)(b).*

international acceptable evidence means information about a person's vaccination status:

- (1) information that is derived from a record of information that was made under, or in accordance with, the Australian Immunisation Register Act 2015 of the Commonwealth; or
- (2) in relation to a person who is fully vaccinated and ordinarily resides outside Australia, is a copy of a paper or digital certificate issued by an overseas government authority or an accredited overseas government vaccination provider that shows the person is fully vaccinated, is written in English or accompanied by a certified translation, and contains:
 - (a) the person's name as it appears in their passport;
 - (b) the person's date of birth or passport number;
 - (c) the vaccine brand name; and
 - (d) the date of each dose or the date on which a full course of immunisation was completed; or
- (3) an Australian International COVID-19 Vaccination Certificate.

international aircrew services worker means:

- (1) an aircrew services worker who is entering or departing Victoria on a flight to or from an international port; or
- (2) an aircrew services worker who is entering Victoria from another State or Territory of Australia for the purpose of undertaking operational flying duties on a flight from Victoria to an international port; or
- (3) an aircrew services worker who is entering Victoria on a flight from another State or Territory of Australia on which they are undertaking operational flying duties and has been in another country in the 7 days prior to entering Victoria;

International Arrivals and Aircrew Testing Requirements means the document titled 'International Arrivals and Aircrew Testing Requirements' as amended or reissued from time to time by the Victorian Government with the approval of the Chief Health Officer or a Deputy Chief Health Officer;

international maritime arrival means a person who is arriving from another country and disembarking a maritime vessel at a Victorian maritime port;

international passenger arrival means a person who is entering Victoria, has been in another country in the 7 days prior to entering, and is not an international aircrew services worker or an international maritime arrival;

international passenger arrival conditions means all of the conditions set out in clause 11(1);

medical contraindication has the same meaning as in the **COVID-19 Mandatory Vaccination (Specified Facilities) Order**;

medical practitioner has the same meaning as in the **COVID-19 Mandatory Vaccination (Specified Facilities) Order**;

medically exempt person means a person who holds an international acceptable certification that the person is unable to receive a dose, or a further dose, of a COVID-19 vaccine due to:

- (1) a medical contraindication; or

- (2) an acute medical illness (including where the person has been diagnosed with COVID-19);

Movement and Gathering Order means the **Pandemic (Movement and Gathering) Order 2022 (No. 4)** as amended or replaced from time to time;

one dose COVID-19 vaccine means ‘COVID-19 Vaccine Janssen’ (Janssen-Cilag);

Open Premises Order means the **Pandemic (Open Premises) Order 2022 (No. 5)** as amended or replaced from time to time;

Pandemic (Detention) Order means the **Pandemic (Detention) Order 2022 (No. 4)** as amended or replaced from time to time;

pandemic management power has the same meaning as in the **Public Health and Wellbeing Act 2008**;

pandemic orders in force has the same meaning as in the **Movement and Gathering Order**;

revoked Border Crossing Permit Scheme Directions means any of the **New South Wales Border Crossing Permit Scheme Directions**, **New South Wales and Queensland Border Crossing Scheme Directions** or the **Victorian Border Crossing Permit Directions**;

Revoked Victorian Border Crossing Order means the **Victorian Border Crossing Permit Directions (No. 44)** or the **Pandemic (Victorian Border Crossing) Order 2022 (No. 4)**, or their predecessors;

two dose COVID-19 vaccine means any of the following:

- (1) Vaxzevria (AstraZeneca);
- (2) Comirnaty (Pfizer);
- (3) Spikevax (Moderna);
- (4) Coronavac (Sinovac);
- (5) Covishield (Astrazeneca/Serum Institute of India);
- (6) Covaxin (Bharat Biotech);
- (7) BBIP-CorV (Sinopharm);
- (8) Sputnik V (Gamaleya Research Institute);
- (9) Nuvaxovid (Bioelect on behalf of Novavax);

vaccination status means whether a person is fully vaccinated, received one dose of a two dose COVID-19 vaccine or has not received any dose of a **COVID-19 vaccine**;

Victorian maritime port means the authorised first points of entry for international maritime vessels including seaports of Geelong, Melbourne, Portland and Western point;

Workplace Order means the **Pandemic (Workplace) Order 2022 (No. 5)** as amended or replaced from time to time.

Dated 18 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

GUIDANCE FOR THE PANDEMIC (DETENTION) ORDER 2022 (No. 4)

This Order specifies circumstances and conditions in which a person is to be detained in Victoria to limit the transmission of COVID-19 and the period of, and requirements for, that detention.

To limit the risk of transmission of COVID-19, by requiring persons of risk to be detained for specified periods of time, this Order:

- (1) imposes obligations on specified classes of international arrivals; and
- (2) imposes an initial period of detention as set out in Schedule 2.

An authorised officer is required to review a person's detention regularly under section 165BG of the **Public Health and Wellbeing Act 2008** to determine if the person's continued detention is reasonably necessary to eliminate or reduce a serious risk to public health.

A detained person must not leave the person's place of detention unless:

- (1) the person has been granted permission by an authorised officer for the purpose of obtaining medical care, or getting a COVID-19 test, or to reduce a serious risk to the person's mental health, or to visit a patient in hospital if permitted to do so, or to leave Victoria; or
- (2) there is an emergency situation; or
- (3) the person is required to by law.

A person must not enter a place of detention of another person unless that person is lawfully authorised to enter that place for a specific reason (for example, providing food or medical care) or is detained in the same place of detention for the same, or substantially the same, period of time, or ordinarily resides with the detained person at the place of detention.

The Chief Health Officer, the Deputy Chief Health officer or an authorised officer may grant an exemption to a person of risk from the requirements of this Order, if satisfied that the exemption is appropriate by having regard to the need to protect the public and the principles of the Order.

Failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic (Detention) Order 2022 (No. 4) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (DETENTION) ORDER 2022 (No. 4)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (DETENTION) ORDER 2022 (No. 4)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease and that any period of detention specified in this Order is reasonably necessary to eliminate or reduce a serious risk to public health arising from COVID-19.

PART 1 – PRELIMINARY**1. Objective**

The objective of this Order is to limit the transmission of COVID-19 by requiring persons of risk to be detained in accordance with this Order for the periods specified in this Order.

2. Citation

This Order may be referred to as the **Pandemic (Detention) Order 2022 (No. 4)**.

3. Authorising provisions

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) This Order commences at 6:00:00 pm on 18 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Detention) Order 2021 (No. 3)** is revoked at 6:00:00 pm on 18 February 2022.

5. Definitions

Terms used in this Order have the meanings set out in Schedule 1.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – REQUIREMENTS OF DETENTION**7. Requirement for detention**

- (1) A person is required to be detained in accordance with this Order if the person is:
 - (a) a person of risk; and
 - (b) in Victoria.
- (2) This Order does not apply to a person who is a diplomat or consular official.
- (3) Subclause (1) does not require the detention of a person if that person:
 - (a) has been initially detained under a requirement of this Order; and
 - (b) has been released from detention pursuant to a provision of the **Public Health and Wellbeing Act 2008**; and
 - (c) is a person of risk only because of the same circumstances for which the person was initially detained.

8. Who is a person of risk?

For the purposes of this Order, a person of risk is:

- (1) a person who:
 - (a) has entered Victoria; and
 - (b) has been in another country in the 7 days prior to arrival in Victoria; and
 - (c) is not an international transit passenger; and
 - (d) is not an international aircrew services worker; and
 - (e) is not eligible to enter Victoria under the Victorian Border Crossing Order; or

- (2) a person who:
 - (a) is an international aircrew services worker; and
 - (b) has entered Victoria; and
 - (c) has been in another country in the 7 days prior to arrival in Victoria; and
 - (d) is not eligible to enter Victoria under the Victorian Border Crossing Order; or
- (3) a person who:
 - (a) is an international maritime arrival; and
 - (b) has entered Victoria.

9. Place of detention

- (1) Subject to this Order, a person of risk is required to be detained at a place of detention specified by the authorised officer who detains the person.
- (2) Despite subclause (1), a person of risk may be transported to be detained at another place of detention specified by an authorised officer and notified to the person.

10. Period of detention

Subject to this Order and the **Public Health and Wellbeing Act 2008**, the detention of a person under this Order must be for the relevant period set out in Schedule 2 (the initial period of detention).

*Note 1: section 165BD(a) and (b) of the **Public Health and Wellbeing Act 2008** provides that detention of a person commences on the first of the following to occur:*

- (a) *the time when the person is first at a place where the person is to be detained after the exercise of the pandemic management power, whether or not the person is to remain at that place throughout the period of detention, or is to be transported to another place;*
- (b) *the time when the person is first taken into the physical custody of an authorised officer in the exercise of the pandemic management power or into the physical custody of a person assisting an authorised officer.*

*Note 2: a person's period of detention will only continue for the whole of the initial period of detention, if an authorised officer, after conducting a review of the person's detention under section 165BG(2) of the **Public Health and Wellbeing Act 2008**, determines that the continued detention of the person is reasonably necessary to eliminate or reduce a serious risk to public health.*

11. Request for testing

A detained person may be requested to be tested for COVID-19 on the days specified by an authorised officer and notified to the person.

12. Transport to detention

- (1) If a person of risk is not at the person's specified place of detention when they are detained, or that person must be moved to another specified place of detention or that person is moved to another specified place of detention, the person must proceed immediately and directly to the vehicle specified by the authorised officer and travel immediately and directly to the specified place of detention.
- (2) If a person of risk is not at the person's specified place of detention when they are detained, the person must comply with this Order and any other directions or requirements given to them by the authorised officer while proceeding to the vehicle and travelling to the specified place of detention.

13. Leaving detention

- (1) A detained person must not leave the person's place of detention in any circumstances, unless:
 - (a) the person has been granted permission to do so by an authorised officer:
 - (i) for the purpose of obtaining medical care; or
 - (ii) for the purpose of getting tested for COVID-19; or

- (iii) if it is reasonably necessary to reduce a serious risk to the person's mental health; or
 - (iv) for the purpose of visiting a patient in hospital if permitted to do so under the Visitors to Hospitals and Care Facilities Order; or
 - (v) for the purpose of leaving Victoria; or
 - (b) there is an emergency situation; or
 - (c) the person is required to do so by law.
- (2) If a detained person leaves the person's place of detention in accordance with subclause (1), the person must comply with:
 - (a) any pandemic orders in force applying to the person; and
 - (b) any other instructions given to the person by an authorised officer, including instructions to:
 - (i) wear personal protective equipment; and
 - (ii) as much as possible, refrain from touching communal surfaces such as handrails, elevator buttons, door handles, furniture and fittings.

14. Permitting a person to enter the specified place of detention

- (1) A detained person must not permit any other person to enter their specified place of detention, unless:
 - (a) the other person is lawfully authorised to enter that place for a specific purpose (for example, providing food or for medical reasons); or
 - (b) the other person is detained at the same place of detention and for the same, or substantially the same, period of detention; or
 - (c) the other person ordinarily resides with the person at the place of detention.
- (2) A detained person is permitted to move around, meet or gather at their specified place of detention with any person referred to in subclause (1)(b) or (1)(c).
- (3) A detained person is not permitted to move around, meet or gather at their specified place of detention with any person other than a person referred to in subclause (2) unless:
 - (a) the detained person has been granted written permission to do so by an authorised officer:
 - (i) for the purpose of obtaining medical care; or
 - (ii) for the purpose of getting tested for COVID-19; or
 - (iii) if it is reasonably necessary to reduce a serious risk to the detained person's mental health; or
 - (b) there is an emergency situation; or
 - (c) the detained person is required to do so by law.
- (4) A detained person is permitted to communicate with people who are not staying at the specified place of detention, either by phone or other electronic means.

Note: an authorised officer must facilitate any reasonable request for communication made by a detained person.

- (5) A support person who agrees to submit to the same conditions of detention as a detained person may stay with a detained person who:
 - (a) is under 18 years of age – if the support person is the detained person's parent or guardian; or
 - (b) has a disability or medical condition that requires support or treatment – if the support person is the detained person's parent, guardian or carer.

*Note: if the support person agrees to submit to the same conditions of detention as a detained person, an authorised officer may serve a separate detention notice under section 165BA(1)(b) of the **Public Health and Wellbeing Act 2008** on the other person that sets out the conditions and period of detention for that person.*

PART 3 – GENERAL PROVISIONS**15. Exemption from detention**

- (1) A person is not required to comply with a requirement of this Order if the person is granted an exemption from that requirement under subclause (2).
- (2) The Chief Health Officer, a Deputy Chief Health Officer or any authorised officer, may exempt a person of risk from any or all requirements in this Order, if satisfied that an exemption is appropriate, having regard to:
 - (a) the need to protect public health; and
 - (b) the principles in sections 5 to 10 of the **Public Health and Wellbeing Act 2008**, as appropriate.
- (3) An exemption under subclause (2) must:
 - (a) be given, in writing, to the person to whom the exemption applies; and
 - (b) specify the requirement or requirements that the person need not comply with.
- (4) An exemption granted to a person under this clause does not prevent an authorised officer from exercising a pandemic management power to give the person a different direction or impose a different requirement on the person.

16. Designation of places of detention

- (1) The Minister for Police may by notice published in the Government Gazette designate a hotel or other facility or class of facility or any part of a hotel or other facility as a place of detention for the purposes of this Order.
- (2) A designation of a place of detention by the Minister for Police made under a Revoked Detention Order that was in effect under that Order immediately before the Order was revoked continues to have effect under this Order.
- (3) The Minister for Police may by notice published in the Government Gazette specify that a hotel or other facility or class of facility or any part of a hotel or other facility that was designated as a place of detention under this Order or a Revoked Detention Order, is no longer a place of detention.

17. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

PART 4 – PENALTIES**18. Penalties**

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.

Penalty: In the case of a natural person, 60 penalty units;

Penalty: In the case of a body corporate, 300 penalty units.
- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – DEFINITIONS

For the purposes of this Order:

authorised officer has the same meaning as in the **Public Health and Wellbeing Act 2008**;

close contact has the same meaning as in the **Quarantine, Isolation and Testing Order**;

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

detained person means a person of risk detained in accordance with this Order;

diagnosed person has the same meaning as in the **Quarantine, Isolation and Testing Order**;

diplomat or consular official means:

- (a) a person identified in Article 1 of the Vienna Convention on Diplomatic Relations, as set out in the Schedule to the **Diplomatic Privileges and Immunities Act 1967** of the Commonwealth; and
- (b) a person identified in Article 1 of the Vienna Convention on Consular Relations, as set out in the Schedule to the **Consular Privileges and Immunities Act 1972** of the Commonwealth;

disability has the same meaning as in the **Disability Service Safeguards Act 2018**;

hospital has the same meaning as in the **Visitors to Hospital and Care Facilities Order**;

initial period of detention has the meaning given in clause 10;

international aircrew services worker has the same meaning as in the **Victorian Border Crossing Order**;

international maritime arrival has the same meaning as in the **Victorian Border Crossing Order**;

international transit passenger means a person who has entered Victoria from overseas and who is scheduled to depart Victoria on an outbound international flight (excluding any onwards domestic travel via a connecting flight) within eight hours of their time of entering Victoria, and who is required to remain at the airport for the duration of that transit period;

Movement and Gathering Order means the **Pandemic (Movement and Gathering) Order 2022 (No. 3)** as amended or replaced from time to time;

pandemic orders in force has the same meaning as in the **Movement and Gathering Order**;

person of risk has the meaning given in clause 8;

place of detention means:

- (a) a hotel or other facility or part of a hotel or other facility designated under clause 16 that has not been specified by the Minister for Police as a place that is no longer a place of detention under clause 16(3); or
- (b) a place determined by an authorised officer to be a place of detention, in a particular case;

Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)** as amended or replaced from time to time;

Revoked Detention Order means the **Pandemic (Detention) Order 2022 (No. 3)** or its predecessors;

support includes disability and medical support, and support for emotional and psychological wellbeing;

support person means a person supporting another person and includes:

- (a) the parent or guardian of a person under 18 years of age; and
- (b) the parent, guardian or carer of a person with a disability or medical condition that requires support or medical treatment;

this Order means the **Pandemic (Detention) Order 2022 (No. 4)**;

Victorian Border Crossing Order means the **Pandemic (Victorian Border Crossing) Order 2022 (No. 5)** as amended or replaced from time to time;

Visitors to Hospitals and Care Facilities Order means the **Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 3)** as amended or replaced from time to time.

SCHEDULE 2 – INITIAL PERIOD OF DETENTION

Person of risk	Initial period of detention
Person of risk specified in clause 8(1)	7 days from the date detention commences
Person of risk specified in clause 8(2)	7 days from the date detention commences
Person of risk specified in clause 8(3)	7 days from the date detention commences

Dated 18 February 2022

MARTIN FOLEY MP
Minister for Health

Public Health and Wellbeing Act 2008

Section 165AI

GUIDANCE FOR THE PANDEMIC

(VISITORS TO HOSPITALS AND CARE FACILITIES) ORDER 2022 (No. 3)

This Order prohibits certain visitors and workers attending hospitals and care facilities to protect vulnerable persons from harm caused by the transmission of COVID-19. A care facility includes residential services, assistance dwellings, residential aged care facilities and the Thomas Embling Hospital.

An operator of a hospital or care facility must not permit an excluded person to visit the premises except in limited circumstances.

An operator of a hospital must not permit visitors to enter the premises unless they are fully vaccinated, provide evidence of a negative result from a COVID-19 rapid antigen test or fall under a relevant exception.

An operator of a care facility must not permit visitors to enter the premises unless they provide evidence of a negative result from a COVID-19 rapid antigen test or fall under a relevant exception.

The operator of a hospital or care facility is required to:

- (1) restrict the number of visitors per patient or resident per day; and
- (2) restrict the number of visitors with prospective residents.

A child or dependant accompanying a parent, carer or guardian may not be counted in the restrictions on the number of visitors per day, in certain circumstances.

An operator of a hospital or care facility is also required to take all reasonable steps to:

- (1) facilitate telephone, video or other electronic communication with patients and family and support persons to ensure the physical, emotional and social wellbeing of patients and residents;
- (2) ensure that an excluded person does not enter the premises; and
- (3) keep records all visitor details and times of entry and exit for at least 28 days from the day of entry.

Failure to comply with this Order may result in penalties.

This guidance does not form part of the Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 3) and is for explanatory purposes only.

Public Health and Wellbeing Act 2008
Section 165AI

PANDEMIC (VISITORS TO HOSPITALS AND CARE FACILITIES) ORDER 2022 (No. 3)

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Public Health and Wellbeing Act 2008

Section 165AI

PANDEMIC (VISITORS TO HOSPITALS AND CARE FACILITIES) ORDER 2022 (No. 3)

I, Martin Foley, Minister for Health, make the following Order under the **Public Health and Wellbeing Act 2008** in the belief that this Order is reasonably necessary to protect public health throughout Victoria from the serious risk arising from the coronavirus (COVID-19) pandemic disease.

PART 1 – PRELIMINARY**1. Objective**

The objective of this Order is to restrict access to hospitals and care facilities in order to limit the spread of COVID-19 within a particularly vulnerable population, balancing the need to limit the spread of COVID-19 against the broader responsibilities of operators to the physical, emotional and psychological wellbeing of their clients.

2. Citation

This Order may be referred to as the **Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 3)**.

3. Authorising provision

This Order is made under section 165AI of the **Public Health and Wellbeing Act 2008**.

4. Commencement and revocation

- (1) The **Pandemic (Visitors to Hospitals and Care Facilities) Order 2022 (No. 3)** commences at 6:00:00 pm on 18 February 2022 and ends at 11:59:00 pm on 12 April 2022.
- (2) The **Pandemic (Visitors to Hospitals and Care Facilities) Order 2021 (No. 2)** is revoked at 6:00:00 pm on 18 February 2022.

5. Definitions

Terms used in this Order have the meanings set out in Schedule 1.

6. Application of this Order

This Order applies to the whole State of Victoria.

PART 2 – ENTRY REQUIREMENTS FOR HOSPITALS**7. Prohibition on entry**

A person must not enter, or remain at, a hospital unless:

- (1) the person is a patient of the hospital; or
- (2) the person is a hospital worker, as defined in Schedule 1, and the entry is not otherwise prohibited under this Order; or
- (3) the person is a visitor of a patient of the hospital and the visit is not otherwise prohibited under this Order; or
- (4) the person is present in an area of the hospital in respect of which an exemption under clause 17 is in force.

Note: hospitals also set visiting rules separate to this Order that may include additional requirements, conditions or restrictions that apply to visitors.

8. Entry Requirements

An operator of a hospital must not permit a visitor of a patient to enter, or remain at, the hospital for the purpose of having in-person contact with any patient except if:

- (1) for visitors who are aged 18 years or over:
 - (a) they are fully vaccinated; or

- (b) they are not fully vaccinated and:
 - (i) present acceptable evidence of a negative result from a COVID-19 rapid antigen test undertaken on the same day that the visitor attends the hospital; and
 - (ii) wear an N95 face covering for the duration of their visit; or

*Note: for visitors under subclause (a), face covering requirements contained within the **Movement and Gathering order** continue to apply.*

- (2) for visitors who are aged under 18 years:
 - (a) they are fully vaccinated; or
 - (b) they are not fully vaccinated and present evidence of a negative result from a COVID-19 rapid antigen test undertaken on the same day that the visitor attends the hospital.

*Note: for all visitors aged under 18 years, face covering requirements contained within the **Movement and Gathering Order** continue to apply.*

9. Exceptions to Entry Requirements

- (1) The obligations in clause 8 do not apply to an operator of a hospital in relation to the following persons:
 - (a) a person who is visiting for the purpose of providing end-of-life support to a patient of the hospital; or
 - (b) a person who is an essential carer of a patient, where undertaking a COVID-19 rapid antigen test prior to entry is not practicable; or
 - (c) a person who has undertaken a COVID-19 PCR test within 24 hours prior to visiting the hospital and provided acceptable evidence of a negative result from that test to the operator of the hospital; or
 - (d) a person providing professional patient care, including but not limited to:
 - (i) emergency workers in the event of an emergency; and
 - (ii) ambulance workers; and
 - (iii) visiting healthcare professionals; or
 - (e) a person who has a physical or mental health illness or condition, or disability, which makes both vaccination and COVID-19 rapid antigen testing unsuitable; or
 - (f) a person for whom both vaccination and COVID-19 rapid antigen testing are not safe in all the circumstances.
- (2) The obligation in clause 8(1)(b)(ii) does not apply to an operator of a hospital in relation to a person who is not required to wear a face covering under the **Movement and Gathering Order**.

10. Hospital excluded persons

Despite clauses 7, 8 and 9, a hospital worker or a visitor to a patient, or a person referred to in clause 7(4), as applicable, must not enter or remain at a hospital if the person is an excluded person.

11. Hospital may permit certain hospital excluded persons to visit

- (1) Despite clause 10, a person referred to in paragraphs (1), (5) or (6) of the definition of hospital excluded person may enter or remain at a hospital if the person is authorised to enter or remain at the hospital by:
 - (a) an officer of the hospital with the position of Executive Director of Nursing and Midwifery or equivalent; and

- (b) the Chief Health Officer or Deputy Chief Health Officer.

*Note: a person who has been diagnosed with COVID-19 and has not yet been given, or taken to have been given, clearance from self-isolation under the **Quarantine, Isolation and Testing Order** may be authorised to visit the hospital under this subclause. Such authorisation has to be given by the hospital and the Chief Health Officer or the Deputy Chief Health Officer, and can be subject to conditions: see subclause (2).*

- (2) A person permitted to enter or remain at a hospital under subclause (1) must comply with any directions or conditions imposed in relation to their visit by either or both of:
- (a) the officer of the hospital who authorised their visit under subclause (1)(a); and
- (b) the Chief Health Officer or the Deputy Chief Health Officer.
- (3) Despite clause 10, a person referred to in paragraphs (2), (3) or (4) of the definition of hospital excluded person may enter or remain at a hospital if:
- (a) the person is:
- (i) the parent, carer or guardian of the patient, or has temporary care of the patient; or
- (ii) the partner or support person of a pregnant patient of the hospital, and the purpose of the visit is to attend the birth of the patient's child; or
- (iii) a person whose presence at the hospital is for the purposes of end of life support for a patient of the hospital; or
- (iv) an immediate family member of a patient whose medical condition is life threatening; and
- (b) the person is authorised to enter or remain at the hospital by an officer of the hospital with the position of Executive Director of Nursing and Midwifery or equivalent.
- Note: a hospital may determine whether it will allow a person who has been in close contact with a person who has been diagnosed with COVID-19, who has recently arrived from overseas or who has been tested for COVID-19 and has not yet received the results of their test to visit the hospital in certain specified circumstances, and what conditions it will impose on such visits.*
- (4) A person permitted to enter or remain at a hospital under subclause (3) must comply with any directions or conditions imposed in relation to their visit by the officer of the hospital who authorised their visit under subclause (3)(b).
- (5) An officer of the hospital referred to in subclause (1)(b)(i) or subclause (3)(b), as the case may be, must keep, in relation to each person to whom they give authorisation under that subclause, a record of:
- (a) the contact details of the person; and
- (b) the date and time at which that person entered and left the hospital.
- (6) A record under subclause (5) must be kept for at least 28 days from the day the authorisation is given.

12. Restrictions on visitors of patients (end of life)

Where a visitor is visiting for the purposes of providing end of life support to a patient, the operator of a hospital must not permit more than two visitors of a patient to enter or remain on the premises at any one time in relation to that patient.

13. Restrictions on visitors of patients (other)

- (1) A person may visit a patient in a hospital if:
- (a) the person's presence at the hospital is for the purposes of providing essential care and support necessary for the patient's immediate emotional or physical wellbeing (including mental health support and support for people living with dementia); or
- (b) in the case of a patient of the hospital aged under 18 years – the person is the parent, carer or guardian of the patient or has temporary care of the patient; or

- (c) in the case of a patient of the hospital who has a mental illness or is living with dementia – the person is the patient’s nominated person and the person’s presence at the hospital is for the purposes of matters relating to their role as nominated person; or
 - (d) the person’s presence at the hospital is for the purposes of providing interpreter or informal language support to enable the delivery of care by hospital workers; or
 - (e) the person’s presence at the hospital is for the purposes of the person learning to support the patient’s care upon the patient’s discharge; or
 - (f) in the case of a pregnant patient of the hospital whose status as a patient relates to the pregnancy – the person is the patient’s partner or support person; or
 - (g) in the case of a patient of the hospital who is in a maternity ward whose status as a patient relates to pregnancy or childbirth – the person is the patient’s partner or support person; or
 - (h) in the case of a patient of the hospital attending at the hospital’s emergency department – the person is accompanying the patient; or
 - (i) in the case of a patient of the hospital attending an outpatient appointment – the person is accompanying the patient.
- (2) Where a visitor is visiting for a purpose specified in subclause (1), the operator of a hospital must not permit:
- (a) more than two visitors of a patient to enter or remain on the premises at any one time in relation to that patient; and
 - (b) more than two visitors of a patient to enter or remain on the premises per day in relation to that patient.

14. Child or dependant visitors

- (1) If a person is visiting a hospital for the purposes of providing end of life support to a patient or for a purpose specified in clause 13(1) and they are a parent, carer or guardian of a child or dependant, the child or dependant may accompany that person when attending the hospital and they are not counted in a visitor limit under clause 12 or clause 13 if the visitor cannot be present at the hospital without the child or dependant because the visitor cannot –
- (a) access alternative care arrangements for the child or dependant (whether on a paid or voluntary basis); or
 - (b) leave the child or dependant unattended.
- (2) If a child or dependant is visiting a hospital and the patient they are visiting is their carer, parent or guardian, the child or dependant may be present at the hospital and they are not counted in a visitor limit under clause 12 or 13 if the patient cannot:
- (a) access alternative care arrangements for the child or dependant (whether on paid or voluntary basis); or
 - (b) leave the child or dependant unattended.

15. Operator of hospital to facilitate communication

The operator of a hospital must take all reasonable steps to facilitate telephone, video or other means of electronic communication with the parents, guardians, partners, carers, support persons and family members of patients to support the physical, emotional and social wellbeing (including mental health) of patients.

16. Operator to take all reasonable steps

- (1) The operator of a hospital must take all reasonable steps to ensure that:
- (a) a person does not enter or remain on the premises of the hospital if the person is prohibited from doing so by this Order; and

- (b) a record is kept, in relation to each person who enters or remains at the hospital as a visitor under this Order of:
 - (i) the contact details of the person; and
 - (ii) the date and time at which that person entered and left the hospital.
- (2) A record under subclause (1)(b) must be kept for at least 28 days from the day of the entry.

17. Exemption power

The Chief Health Officer or the Deputy Chief Health Officer may, in writing, grant an exemption from this Order in respect of a specified area of a hospital if the Chief Health Officer or the Deputy Chief Health Officer, as the case requires, is satisfied, having regard to the need to limit the spread of COVID-19, that an exemption is appropriate due to:

- (1) the nature of the area; or
- (2) the existing limits on the number of people that may be present in the area (whether because of the operation of an Order under the **Public Health and Wellbeing Act 2008**, or otherwise).

PART 3 – ENTRY REQUIREMENTS FOR CARE FACILITIES

18. Prohibition on entry

A person must not enter, or remain on, the premises of a care facility unless:

- (1) the person is a resident of the facility; or
- (2) the person is a care facility worker in relation to the facility, as defined in clause 2 of Schedule 1, and the entry is not otherwise prohibited under this Order; or
- (3) the person is a visitor of a resident of the facility and the visit is not otherwise prohibited under this Order; or
- (4) the person is visiting as a prospective resident of the facility, or a visitor that is a support person to a prospective resident of the facility, and the visit is not otherwise prohibited under this Order.

19. Entry Requirement

- (1) An operator of a care facility must not permit:
 - (a) a visitor of a resident of the care facility; or
 - (b) a visitor who is visiting as a prospective resident of the care facility; or
 - (c) a visitor that is a support person to a prospective resident of the care facility, to enter, or remain at, the care facility except if they present acceptable evidence of a negative result from a COVID-19 rapid antigen test undertaken at the care facility on the same day the visitor attends the care facility.

*Note: for all visitors, face covering requirements contained within the **Movement and Gathering Order** continue to apply.*

- (2) If a visitor listed in subclause (1) cannot, after making reasonable attempts, obtain a COVID-19 rapid antigen test and there are no rapid antigen tests available at the care facility, then the obligation in subclause (1) does not apply to the operator in relation to that visitor only if:
 - (a) in the case of a visitor of a resident of the care facility:
 - (i) the resident who is being visited has had one or no visitors on that day; and
 - (ii) if no other visitors have visited the relevant resident that day, the operator only permits one other visitor to enter, or remain on, the premises to visit the relevant resident on that day; and

- (b) in the case of a visitor who is visiting as a prospective resident of the care facility, or a visitor that is a support person to a prospective resident of the care facility:
 - (i) the operator only permits one other person accompanying the prospective resident to enter or remain on the premises.

20. Exceptions to Entry Requirements

- (1) The obligations in clause 19 do not apply to an operator of a care facility in relation to the following persons:
 - (a) a person who is visiting for the purpose of providing end-of-life support to a resident of the care facility; or
 - (b) a person who is an essential carer of a resident, where undertaking a COVID-19 rapid antigen test prior to entry is not practicable; or
 - (c) a person who has been nominated by an officer of the care facility with the position of Director of the facility or equivalent, where it is not practicable for the person to undertake a COVID-19 rapid antigen test prior to entering the care facility for the purpose of having in-person contact with a resident; or

For example: a person providing urgent assistance to settle a resident experiencing severe symptoms related to dementia.
 - (d) a person who has undertaken a COVID-19 PCR test within 24 hours prior to visiting the care facility and provided acceptable evidence of a negative result from that test to the operator of the care facility; or
 - (e) a person providing professional patient care, including but not limited to:
 - (i) emergency workers in the event of an emergency; and
 - (ii) ambulance workers; and
 - (iii) visiting healthcare professionals.

21. Care facility excluded persons

Despite clause 18, a person who is a care facility worker or a visitor of a resident of the care facility, or a prospective resident of the care facility, or a visitor that is a support person to a prospective resident of the facility, must not enter, or remain on, the premises of the facility if the person is a care facility excluded person.

22. Certain care facility excluded persons may be permitted to visit a care facility

- (1) Despite clause 21, a person referred to in paragraph (3) of the definition of care facility excluded person may enter, or remain on, the premises of the care facility if:
 - (a) the person's presence at the facility is for the purposes of providing end of life support to a resident of the care facility; and
 - (b) the person is authorised to enter or remain at the care facility by:
 - (i) an officer of the care facility with the position of Director of the facility or equivalent; and
 - (ii) the Chief Health Officer, or a person authorised by the Chief Health Officer to exercise this power of authorisation.
- (2) A person authorised to enter or remain at the care facility under subclause (1) must comply with any directions or conditions to which that authorisation is subject.
- (3) An officer of a care facility referred to in subclause (1)(b)(i) must keep, in relation to each person to whom they give authorisation under that subclause, a record of:
 - (a) the contact details of the person; and
 - (b) the date and time at which that person entered and left the care facility,
- (4) A record under subclause (3) must be kept for at least 28 days from the day the authorisation is given.

23. Restrictions on visitors of residents (end of life)

Where a visitor of a resident of the care facility is visiting for the purposes of providing end of life support to a resident, the operator of a care facility in Victoria must not permit more than five visitors of a resident to enter or remain on the premises at any one time in relation to that resident.

Note: the definition of end of life support includes where a patient is at risk of dying from a sudden acute event (life-threatening condition).

24. Restrictions on visitors of residents (other)

(1) Subject to clause 19(2), where a visitor of a resident of the care facility is visiting, the operator of the care facility must not permit:

- (a) more than five visitors of a resident to enter or remain on the premises at any one time in relation to a resident; and
- (b) more than five visitors of a resident to enter or remain on the premises per day in relation to a resident.

25. Restrictions on visitors as prospective residents

(1) Subject to clause 19(2), if a prospective resident of a care facility visits the care facility, the operator of the care facility must not permit:

- (a) more than four other persons accompanying the prospective resident to enter or remain on the premises; and
- (b) more than one visit at the facility for this purpose at any one time.

Note: the care facility may allow multiple visits from prospective residents of the facility over the course of a day, however only one prospective resident and a maximum of four persons accompanying the prospective resident may occur at any one time.

26. Operator to take all reasonable steps

The operator of a care facility must take all reasonable steps to ensure that:

- (1) a person does not enter or remain on the premises of the care facility if the person is prohibited from doing so by clause 18; and
- (2) the care facility facilitates telephone, video or other means of electronic communication with the parents, guardians, partners, carers, support persons and family members of residents to support the physical, emotional and social wellbeing (including mental health) of residents.

27. Visitor declarations

(1) The operator of a care facility must require visitors in relation to the care facility to declare in writing at the start of each visit, but before entering any area of the care facility that is freely accessible to residents, whether the visitor:

- (a) is free of COVID-19 symptoms other than symptoms caused by an underlying health condition or medication; and
- (b) either:
 - (i) has received a negative result from a COVID-19 rapid antigen test on the same day that they attend the care facility; or
 - (ii) after making reasonable attempts, has not been able to obtain a COVID-19 rapid antigen test; and
- (c) has been in contact with a confirmed case (except in the course of their employment while wearing the appropriate level of personal protective equipment in the circumstances) in the:
 - (i) preceding 7 days if the person is fully vaccinated and is not a close contact; or
 - (ii) preceding 14 days if the person is not fully vaccinated or is a close contact; and

- (d) is currently required to self-isolate or self-quarantine in accordance with the **Quarantine, Isolation and Testing Order**.

*Note: operators of care facilities are subject to additional obligations under the **Additional Industry Obligations Order**.*

- (2) Where a visitor of a resident of a care facility is aged under 18 years, a parent, carer or guardian of the visitor may make the declaration required of the visitor by the operator of a care facility under subclause (1) on the visitor's behalf.

PART 4 – GENERAL PROVISIONS

28. Relationship with other Orders

- (1) Where the premises of a care facility are located within the premises of a hospital, the care facilities requirements in this Order apply, in relation to the premises of the care facility and to matters that relate to the care facility.
- (2) This Order operates alongside, and is not intended to derogate from, obligations imposed on operators of care facilities under the **Workplace Order** and **Additional Industry Obligations Order**.

29. Transitional provisions

- (1) A reference in any pandemic order in force to a Revoked Visitors to Hospitals and Care Facilities Order is taken on and after the commencement of this Order to be a reference to this Order.
- (2) Any act, matter or thing that had effect under a Revoked Visitors to Hospitals and Care Facilities Order immediately before it was revoked continues to have effect under this Order.
- (3) Without limiting subclause (2), this Order is subject to any exemption, benefit, requirement or entitlement (however described) to which a Revoked Visitors to Hospitals and Care Facilities Order was subject immediately before it was revoked.
- (4) This clause is subject to any express provision to the contrary in this Order.

30. Severability

To the extent that any part of this Order is held to be in excess of power or otherwise invalid it is intended that it is to be taken to be valid to the extent to which it is not in excess of that power.

PART 5 – PENALTIES

31. Penalties

Section 165BN of the **Public Health and Wellbeing Act 2008** provides:

Failure to comply with pandemic order, direction or other requirement

- (1) A person commits an offence if the person refuses or fails to comply with a pandemic order, or with a direction given to the person, or a requirement made of the person, in the exercise of a pandemic management power.
- Penalty: In the case of a natural person, 60 penalty units;
- Penalty: In the case of a body corporate, 300 *penalty units*.
- (2) A person is not guilty of an offence against subsection (1) if the person had a reasonable excuse for refusing or failing to comply.

*Note: the **Public Health and Wellbeing Regulations 2019** provide for infringement notices to be served on any person who has refused or failed to comply (without a reasonable excuse) with a pandemic order, or a direction given or a requirement made in the exercise of a pandemic management power. The amount payable pursuant to the infringement notice varies depending on the nature of the failure or refusal and the age of the person.*

SCHEDULE 1 – DEFINITIONS**1. Definition of care facility**

A **care facility** is a facility in Victoria that is:

- (1) an alcohol and drug residential service;
- (2) a homelessness residential service;
- (3) a residential aged care facility;
- (4) a disability residential service;
- (5) an eligible SDA enrolled dwelling;
- (6) a secure welfare service;
- (7) a short-term accommodation and assistance dwelling;
- (8) a supported residential service;
- (9) the Thomas Embling Hospital.

2. Definition of care facility worker

A person is a **care facility worker** in relation to a care facility if:

- (1) the person is the operator of a care facility or an employee or contractor in relation to the care facility; or
- (2) the person is a student under the supervision of an employee or contractor in relation to the care facility; or
- (3) the person's presence at the premises of the care facility is for the purposes of providing goods or services that are necessary for the effective operation of the care facility, whether the goods or services are provided for consideration or on a voluntary basis; or
- (4) the person's presence at the premises of the care facility is for the purposes of providing any of the following goods or services to a resident of the care facility, whether the goods or services are provided for consideration or on a voluntary basis:
 - (a) health, medical, or pharmaceutical goods or services; or
 - (b) behavioural support services; or
 - (c) functional and well-being support services; or
 - (d) other support services; or
- (5) in the case of a disability residential service or an eligible SDA enrolled dwelling – the person's presence at the premises of the facility is for the purposes of providing treatment under a treatment plan to a resident of the facility, whether the treatment is provided for consideration or on a voluntary basis; or
- (6) in the case of a secure welfare service – the person's presence at the premises of the facility is for the purposes of providing educational services to a resident of the facility, whether the goods or services are provided for consideration or on a voluntary basis; or
- (7) the person's presence at the premises of the care facility is authorised or required for the purposes of emergency management, law enforcement, or the performance of a duty, function or power under a law.

Note: this includes advocates with a legislated role such as the National Aged Care Advocacy Program and the Community Visitors Scheme.

3. Definition of hospital worker

A person is a **hospital worker** in relation to a hospital if:

- (1) the person is an employee or contractor of the hospital or a student under the supervision of an employee or contractor of the hospital; or

- (2) the person's presence at the hospital:
 - (a) is for the purposes of providing health, medical or pharmaceutical goods or services to a patient of the hospital, whether the goods or services are provided for consideration or on a voluntary basis; and
 - (b) has been arranged by appointment in advance; and
 - (c) is approved by an officer of the hospital with the position of Chief Medical Officer, Chief Operating Officer, or equivalent; or
- (3) the person is a disability worker and the person's presence at the hospital is for the purposes of providing a disability service to a patient with a disability; or
- (4) the person's presence at the hospital is for the purposes of providing goods or services that are necessary for the effective operation of the hospital, whether the goods or services are provided for consideration or on a voluntary basis; or

Note: union and employer representatives are covered by this subclause (4).
- (5) the person's presence at the hospital is authorised or required for the purposes of emergency management, law enforcement, or the performance of a duty, function or power under a law.

4. Other definitions

For the purposes of this Order:

Additional Industry Obligations Order means the **Pandemic (Additional Industry Obligations) Order 2022 (No. 7)** as amended or replaced from time to time;

alcohol and drug residential service means any of the following:

- (1) a treatment centre within the meaning of the **Severe Substance Dependence Treatment Act 2010**;
- (2) a residential treatment service (however described) that provides drug or alcohol withdrawal or rehabilitation services in a residential setting to people dependent on alcohol or other drugs;
- (3) a service that provides supported accommodation to a person after the person has received residential treatment services of the kind referred to in subclause (2);

care facility has the meaning in clause 1 of this Schedule;

care facility excluded person means a person who:

- (1) is required to self-isolate under the **Quarantine, Isolation and Testing Order**; or
- (2) is required to self-quarantine under the **Quarantine, Isolation and Testing Order**; or
- (3) had known contact with a confirmed case (except in the course of their employment while wearing the appropriate level of personal protective equipment in the circumstances) in the:
 - (a) 7 days immediately preceding entry if the person is fully vaccinated and is not a close contact and has not returned a negative COVID-19 PCR test; or
 - (b) 14 days immediately preceding entry if the person is not fully vaccinated or is a close contact and has not returned a negative COVID-19 PCR test; or

*Note: a person who has had known contact with a person who has been diagnosed with COVID-19 may also be required to self-quarantine under the **Quarantine, Isolation and Testing Order**.*

- (4) has COVID-19 symptoms unless those symptoms are caused by an underlying health condition or medication; or

Note: for the purposes of this Order, COVID-19 symptoms, including but not limited to acute respiratory infection (such as cough, shortness of breath, sore throat), loss of smell, and loss of taste do not include those symptoms where caused by an underlying health condition or medication.

- (5) in the case of a visitor—has been tested for COVID-19, and has not yet received the results of that test.

*Note: subclause (5) does not include a person who is required to be tested for COVID-19 in accordance with the requirements of the **Surveillance Testing Industry List and Requirements**.*

care facility worker has the meaning in clause 2 of this Schedule;

close contact has the same meaning as in the **Quarantine, Isolation and Testing Order**;

confirmed case means a person who has been diagnosed with COVID-19 and includes the period of time prior to the diagnosis during which the confirmed case is considered infectious;

Note: the period during which a person is considered infectious is generally considered to be 48 hours prior to the onset of COVID-19 symptoms, however; alternative infectious periods may be determined at the discretion of an officer or nominated representative of the Department (for instance, in high-risk settings or if the confirmed case is asymptomatic).

contractor in relation to a hospital means a person engaged as a contractor by the operator of the hospital in relation to the provision of health, medical or pharmaceutical services by the hospital;

Examples: visiting medical officers, locum doctors.

COVID-19 means the contagious disease caused by severe acute respiratory syndrome coronavirus 2;

COVID-19 PCR test means a COVID-19 polymerase chain reaction test;

COVID-19 symptoms means symptoms consistent with COVID-19, including but not limited to the following:

- (1) a fever ($\geq 37.5^{\circ}\text{C}$) or consistent fever of less than 37.5°C (such as night sweats or chills);
- (2) acute respiratory infection (such as cough, shortness of breath, sore throat);
- (3) loss of smell;
- (4) loss of taste;

day procedure centre has the same meaning as in the **Health Services Act 1988**;

denominational hospital has the same meaning as in the **Health Services Act 1988**;

disability has the same meaning as in the **Disability Service Safeguards Act 2018**;

disability residential service means a residential service within the meaning of the **Disability Act 2006** and to avoid doubt, includes the facility called the Intensive Residential Treatment Program of the Statewide Forensic Service;

Note: the Intensive Residential Treatment Program of the Statewide Forensic Service is often referred to as 'DFATS'.

disability service has the same meaning as in the **Disability Service Safeguards Act 2018**;

disability service provider has the same meaning as in the **Disability Act 2006**;

disability worker has the same meaning as in the **Disability Service Safeguards Act 2018**;

eligible SDA enrolled dwelling means a Specialist Disability Accommodation (SDA) enrolled dwelling that is provided under an SDA residency agreement within the meaning of section 498B of the **Residential Tenancies Act 1997**;

employee or contractor in relation to a care facility, means a person employed or engaged as a contractor by the operator of a care facility, and includes a person who provides labour hire services to the operator of a care facility;

end of life in relation to a patient or a resident:

- (1) means a situation where the person's death is expected within days (including periods of 28 days or less), or where the person, with or without existing conditions, is at risk of dying from a sudden acute event;
- (2) does not mean a situation where a person has an advanced, progressive, incurable condition, or general frailty and co-existing conditions, that mean that the person is expected to die within 12 months (except where the situation also falls within subclause (1));

excepted person means a person who holds acceptable certification that the person is unable to receive a dose, or a further dose, of any COVID-19 vaccine that is available in Australia due to:

- (1) a medical contraindication; or

- (2) an acute medical illness (including where the person has been diagnosed with COVID-19).

flexible care subsidy has the same meaning as in the **Aged Care Act 1997** of the Commonwealth;

fully vaccinated has the same meaning as in the **Open Premises Order**;

homelessness residential service means a service that is funded by government to provide a staffed residential service to people who are homeless or at risk of being homeless;

hospital means:

- (1) a public hospital;
- (2) a denominational hospital;
- (3) a multi-purpose service;
- (4) a private hospital;
- (5) a day procedure centre;

hospital excluded person means a person who:

- (1) has been diagnosed with COVID-19, and has not yet been given, or been taken to have been given, clearance from self-isolation under **Quarantine, Isolation and Testing Order**; or
- (2) is required to self-quarantine under the **Victorian Border Crossing Order**; or
- (3) had known contact with a person who has been diagnosed with COVID-19 in the:
 - (a) 7 days immediately preceding entry if the person is fully vaccinated and is not a close contact and has not returned a negative COVID-19 PCR test; or
 - (b) 14 days immediately preceding entry if the person is not fully vaccinated or is a close contact and has not returned a negative COVID-19 PCR test; or

*Note: a person who has had known contact with a person who has been diagnosed with COVID-19 may also be required to self-quarantine under the **Quarantine, Isolation and Testing Order**.*

- (4) the person has a temperature higher than 37.5 degrees or symptoms of acute respiratory infection unless the temperature or symptoms are caused by an underlying health condition or medication; or

Note: for the purposes of this Order, the symptoms described within subclause (4), including but not limited to acute respiratory infection (such as cough, shortness of breath, sore throat) and a temperature higher than 37.5 degrees do not include those symptoms where caused by an underlying health condition or medication.

- (5) the person is aged under 16 years, other than in circumstances where:
 - (a) either:
 - (i) the person's presence at the hospital is for the purposes of end of life support for a patient; or
 - (ii) the person is visiting a patient who has a life-threatening medical condition; and
 - (b) either:
 - (i) the person aged under 16 years is a child, grandchild or sibling of the patient, or has a kinship relation to the patient; or
 - (ii) clause 14 applies.
- (6) in the case of a visitor – the person has been tested for COVID-19 and has not yet received the results of that test.

*Note: subclause (6) does not include a person who is required to be tested for COVID-19 in accordance with the requirements of the **Surveillance Testing Industry List and Requirements**.*

hospital worker has the meaning in clause 3 of this Schedule;

international aircrew services worker has the same meaning as in the **Victorian Border Crossing Order**;

Movement and Gathering Order means the **Pandemic (Movement and Gathering Order) 2022 (No. 4)** as amended or replaced from time to time;

multi-purpose service has the same meaning as in the **Health Services Act 1988**;

nominated person in relation to a patient has the same meaning as in the **Mental Health Act 2014**;

Open Premises Order means the **Pandemic (Open Premises) Order 2022 (No. 5)** as amended or replaced from time to time;

operator of a care facility means:

- (1) for an alcohol and drug treatment facility—the operator of the facility;
- (2) for a homelessness residential service—the entity that receives government funding to provide the service;
- (3) for a residential aged care facility—the operator of the facility;
- (4) for a disability residential service—the disability service provider that operates the service;
- (5) for an eligible SDA enrolled dwelling—the disability service provider or the registered NDIS provider that operates the service;
- (6) for a short-term accommodation and assistance dwelling—the registered NDIS provider or the disability service provider that operates the service;
- (7) for a secure welfare service—the Secretary to the Department of Families, Fairness and Housing;
- (8) for a supported residential service—the proprietor of the supported residential service;
- (9) for the Thomas Embling Hospital—the Victorian Institute of Forensic Mental Health;

operator of a hospital means a person who owns, controls or operates the hospital;

parent, carer or guardian in relation to a patient aged under 18 means an adult in a significant primary caring role, including biological, adoptive, or foster parents, kinship carers, step-parents and legal guardians;

patient of a hospital means a person who requests or is being provided with health, medical or pharmaceutical services by the hospital;

private hospital has the same meaning as in the **Health Services Act 1988**;

proprietor of a supported residential service has the same meaning as in the **Supported Residential Services (Private Proprietors) Act 2010**;

provides labour hire services has the same meaning as in the **Labour Hire Licensing Act 2018**;

public hospital has the same meaning given in the **Health Services Act 1988**;

Quarantine, Isolation and Testing Order means the **Pandemic (Quarantine, Isolation and Testing) Order 2022 (No. 5)** as amended or replaced from time to time;

registered NDIS provider has the same meaning as in the **National Disability Insurance Scheme Act 2013** of the Commonwealth;

resident of a care facility includes a patient of the care facility;

residential aged care facility means premises at which accommodation and personal care or nursing care or both are provided to a person in respect of whom a residential care subsidy or a flexible care subsidy is payable under the **Aged Care Act 1997** of the Commonwealth;

residential care subsidy has the same meaning as in the **Aged Care Act 1997** of the Commonwealth;

Revoked Visitors to Hospitals and Care Facilities Order means the **Care Facilities Directions (No. 50)**, the **Hospital Visitor Directions (No. 40)** or the **Pandemic (Visitors to Hospitals and Care Facilities) Order 2021 (No. 2)**, or their predecessors;

SDA enrolled dwelling has the same meaning as in the **Disability Act 2006**;

SDA provider has the same meaning as in the **Disability Act 2006**;

secure welfare service has the same meaning as in the **Children, Youth and Families Act 2005**;

short-term accommodation and assistance dwelling has the same meaning as in the **Disability Act 2006**;

supported residential service has the same meaning as in the **Supported Residential Services (Private Proprietors) Act 2010**;

Surveillance Testing Industry List and Requirements has the same meaning as in the **Additional Industry Obligations Order**;

Thomas Embling Hospital means the hospital of that name operated by the Victorian Institute of Forensic Mental Health;

treatment plan has the same meaning as in the **Disability Act 2006**;

Victorian Border Crossing Order means the **Pandemic (Victorian Border Crossing) Order 2022 (No. 5)** as amended or replaced from time to time;

Workplace Order means the **Pandemic (Workplace) Order 2022 (No. 5)** as amended or replaced from time to time.

Dated 18 February 2022

MARTIN FOLEY MP
Minister for Health

Road Safety Act 1986**DECLARATION UNDER SECTION 99B(4) IN RELATION TO NON-ROAD ACTIVITIES
IN CITY OF GREATER GEELONG FOR THE 2022 GEELONG REVIVAL MOTORING
FESTIVAL ON SATURDAY 5 MARCH 2022 AND SUNDAY 6 MARCH 2022****1 Purpose**

The purpose of this Declaration is to exempt participants in the 2022 Geelong Revival Motoring Festival 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 Saturday 5 March 2022 and Sunday 6 March 2022.

2 Authorising provision

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

3 Commencement

This notice takes effect on Saturday 5 March 2022 at 6 am.

4 Expiry

This notice expires at 11.59 pm on Sunday 6 March 2022.

5 Definitions

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

- a) ‘Event’ means the 2022 Geelong Revival Motoring Festival, to be held on Saturday 5 March 2022 and Sunday 6 March 2022; and
- b) ‘Participants’ means participants in the Event, including officers, members and authorised agents of the Pace Marketing Pty Ltd, whose presence is reasonably required to ensure the safe conduct of the Event.

6 Declaration

I, Paul Northey, as delegate of the Minister for Roads, 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 the Department of Transport and the municipal council.

Dated 28 February 2022

PAUL NORTHEY
Chief Regional Surface Transport
Department of Transport
Delegate of the Minister for Roads

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**

Section 65	Loss of Traction
Section 68 (1) and 68 (2)	Speed Trials

Road Safety Road Rules 2017

All except Rule 304 (Direction by a Police Officer or Authorised Officer)

Road Safety (Vehicles) Interim Regulations 2020

ALL

Table 2

<i>Column 1</i> Highway	<i>Column 2</i> Date and time
Eastern Beach Road between Ritchie Boulevard and Moorabool Street, Geelong	Saturday 5 March 2022 between 7.00 am and 7.00 pm Sunday 6 March 2022 between 7.00 am and 7.00 pm
Brougham Street between Yarra Street and Bellarine Street, Geelong	Saturday 5 March 2022 between 7.00 am and 7.00 pm Sunday 6 March 2022 between 7.00 am and 7.00 pm
Yarra Street between Eastern Beach Road and Brougham Street, Geelong	Saturday 5 March 2022 between 7.00 am and 7.00 pm Sunday 6 March 2022 between 7.00 am and 7.00 pm
Ritchie Boulevard, Geelong	Saturday 5 March 2022 between 7.00 am and 7.00 pm Sunday 6 March 2022 between 7.00 am and 7.00 pm
Bellarine Street between Eastern Beach Road and Brougham Street, Geelong	Saturday 5 March 2022 between 7.00 am and 7.00 pm Sunday 6 March 2022 between 7.00 am and 7.00 pm

Safety on Public Land Act 2004

DECLARATION OF PUBLIC SAFETY ZONES

I, Sam Quigley, Deputy Chief Fire Officer – Gippsland, as delegate of the Secretary to the Department of Environment, Land Water and Planning, make the following declaration of public safety zones under section 4(1) of the **Safety on Public Land Act 2004**.

1. Definitions

In this declaration:

- (a) ‘the Act’ means the **Safety on Public Land Act 2004**;
- (b) ‘the declared public safety zones’ means the area declared under Clause 3 of this declaration;
- (c) ‘the Schedule’ means the Schedule to this declaration;

2. Revocation of previous declaration

The declaration of public safety zones made on 31 January 2022 and published in Victoria Government Gazette No. G 6 on 10 February 2022 is revoked at midnight on 2 March 2022.

3. Declaration of Public Safety Zones

- (a) The areas of State forest contained within the location coordinates in the Schedule are declared to be public safety zones.
- (b) The extent of the public safety zones are described by the minimum planimetric extent using a North South orientated rectangle that encloses the area bound by:
 - a. the south-west limit described by the first two metric coordinates (Easting and Northing); and
 - b. the north-east limit described by the next two metric coordinates (Easting and Northing).
- (c) The public safety zones are limited to all areas that contain State forest within an area identified by the coordinates in the Schedule.
- (d) The coordinates in Schedule 1 are provided in Map Grid of Australia (MGA) Universal Transverse Mercator (UTM) Zone number 55. These use the Geodetic Reference System 1980 (GRS80) spheroid.

4. Purpose for which the area has been declared

The purpose for which the declared public safety zones have been declared is for the maintenance of public safety in relation to planned burn operations. These operations include all planned burn preparation, ignition, patrol and rehabilitation works associated within the planned burn area and access tracks.

5. Period of the declaration

The period for which the declared public safety zones are declared is the period commencing from 3 March 2022 and ending on 31 May 2022 inclusive.

6. Activities prohibited

The activities that are prohibited in the declared public safety zones are:

- (a) knowingly entering a declared public safety zone during a period when access is prohibited; and
- (b) knowingly remaining in or being present in a declared public safety zone during a period when access is prohibited.

7. Periods when access is prohibited

Access is prohibited to the declared public safety zones throughout the period of the declaration.

8. Exempt persons or classes of person

Pursuant to section 5(2) of the Act, the following persons or classes of person are exempt from the operation of this declaration:

- (a) Employees, agents and contractors of the Department of Environment, Land Water and Planning engaged in carrying out their functions.
- (b) Employees, agents, volunteers and contractors of the Country Fire Authority engaged in carrying out their functions.
- (c) Employees, agents and contractors of the Fire Rescue Victoria, Ambulance Victoria, WorkSafe Victoria and Environment Protection Authority Victoria engaged in carrying out their functions.
- (d) Members of the police force of Victoria engaged in carrying out their functions.
- (e) Employees, agents and contractors of the Local Government Areas engaged in carrying out their functions.
- (f) Employees, agents and contractors of the Department of Families, Fairness and Housing engaged in carrying out their functions.
- (g) Employees, agents, volunteers and contractors of an Emergency Management Services engaged by the Department of Environment, Land, Water and Planning or the Country Fire Authority to carry out an emergency management functions.
- (h) Employees, agents, volunteers and contractors of Networked Emergency Organisation partners engaged by the Department of Environment, Land, Water and Planning or the Country Fire Authority to carry out their functions.
- (i) Employees, agents and contractors of Water Authorities engaged in carrying out their functions.
- (j) Members of the public using State forest roads as the most practical access to and from private properties surrounding State forest.
- (k) Employees, agents and contractors engaged in accessing and carrying out functions within a prescribed mine, as defined by regulation 5.3.3 of the Occupational Health and Safety Regulations 2007, where both an approved work plan, as defined by section 40 of the **Mineral Resources (Sustainable Development Act 1990)**, and an Emergency plan, prepared in accordance with regulation 5.3.34 of the Occupational Health and Safety Regulations 2007, are in place which address the risk of bushfires.
- (l) Employees, agents and contractors of VicForests engaged in carrying out their functions.

Dated 25 February 2022

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

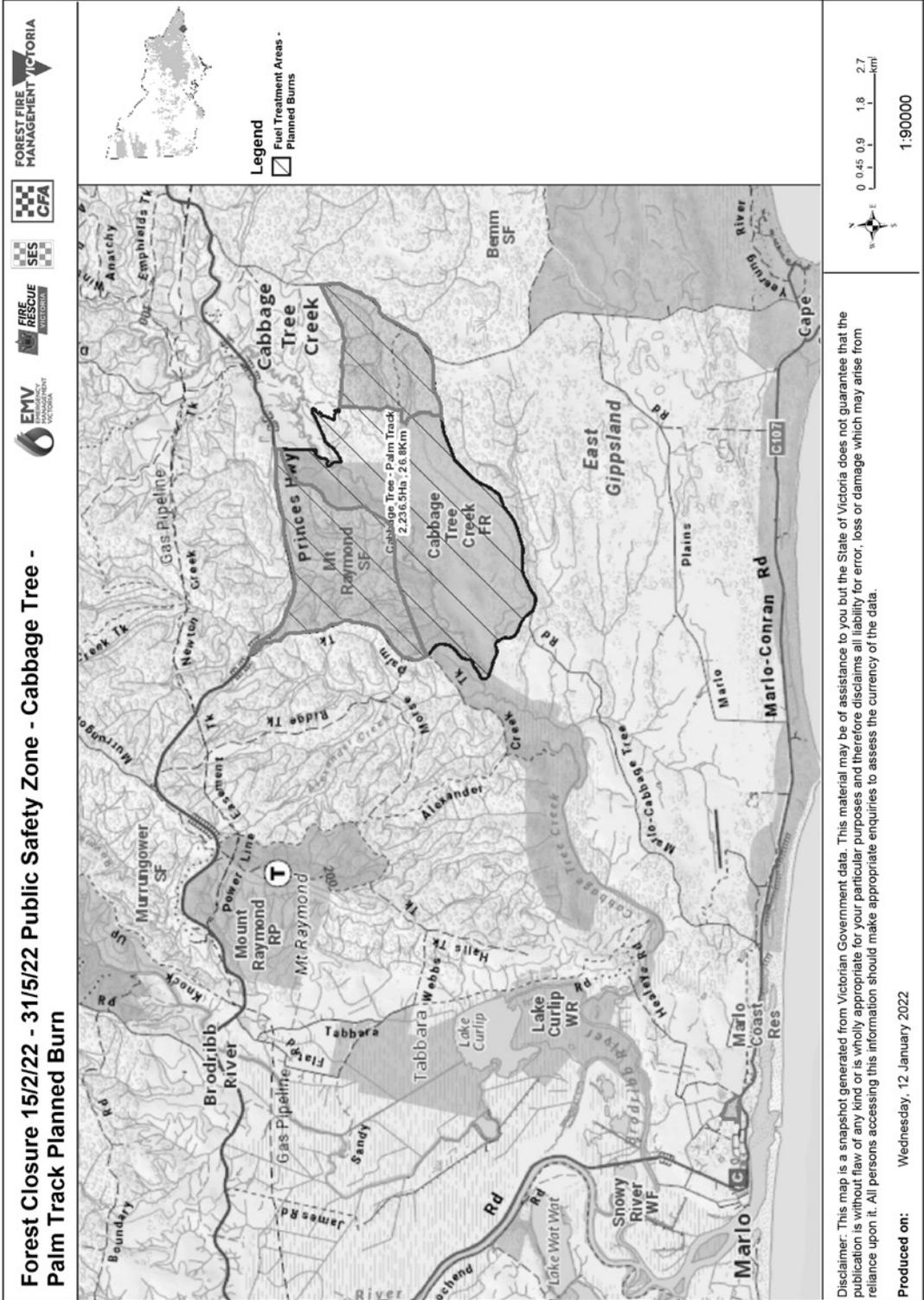
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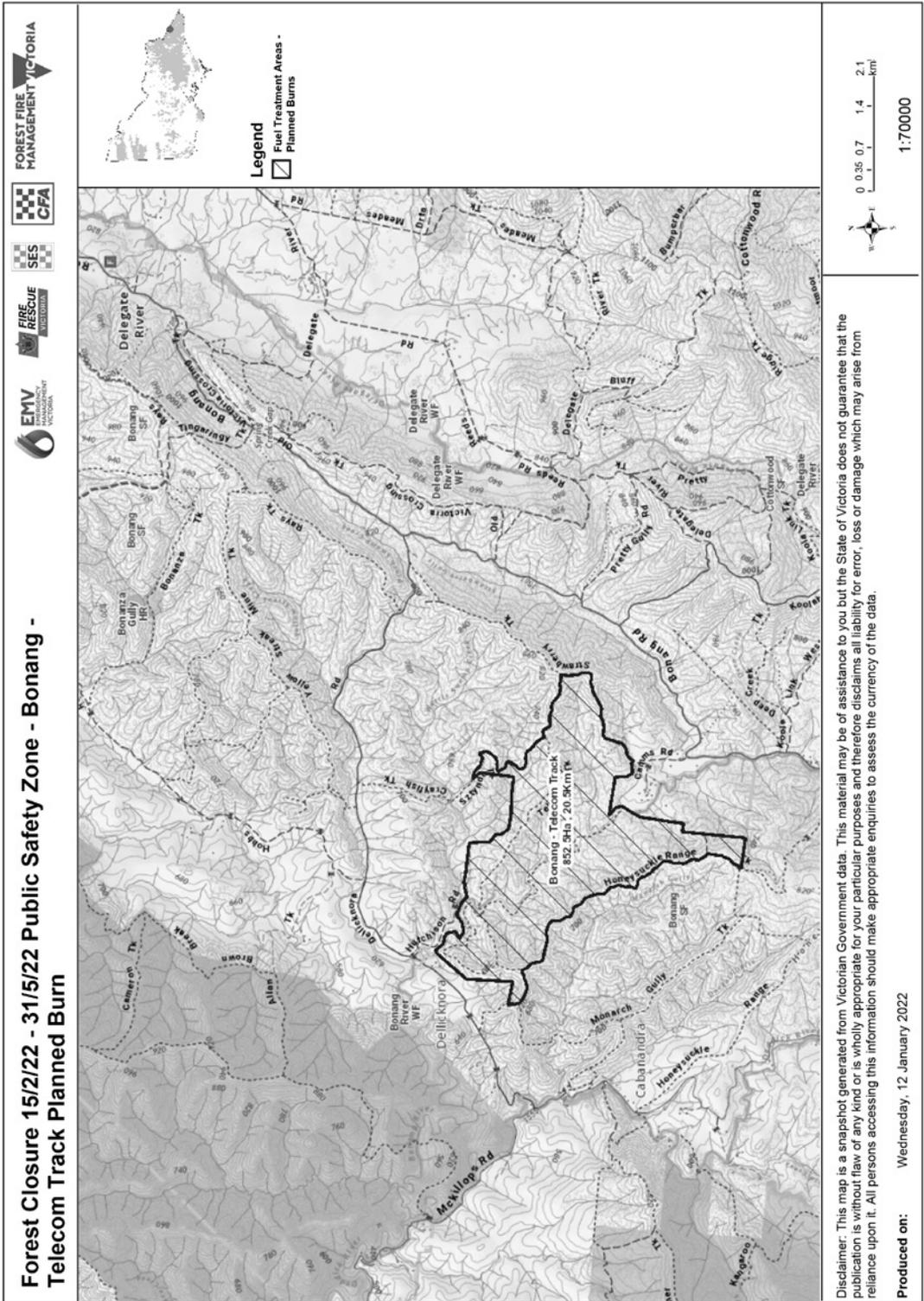
1. Maps showing the public safety zones are held at the Department of Environment, Land, Water and Planning (DELWP) Regional office at Traralgon and at 8 Nicholson Street, East Melbourne, Victoria 3002 (by appointment with Regional Fuel Management Coordinator, telephone 136 186). Maps are also available on the following web site: <https://www.ffm.vic.gov.au/permits-and-regulations/closures-of-parks-and-forests>
2. In addition to the above persons or classes of person exempted under section 5(2), section 9 of the Safety on **Public Land Act 2004** provides that a public safety zone declaration does not apply to the following:
 - the Secretary;
 - an authorised officer;
 - a utility engaged in the carrying out of its functions in a State forest;
 - a transport authority engaged in the carrying out of its functions in a State forest;
 - a person or class of person authorised under section 10 of the **Safety on Public Land Act 2004** to be in the public safety zone.

Schedule: Public Safety Zones

Item no.	Extent of Public Safety Zones							
	Column 1	Column 2	Column 3	Column 4		Column 5		Column 6
	State Forest, Forest Park or Reserve	Planned Burn Name	Planned Burn Number	South-west limit Easting Northing		North-east limit Easting Northing		MGA Zone
1	Bemm State Forest and Mount Raymond State Forest	Cabbage Tree – Palm Track	GP-SNO-ORB-0125	644706	5819895	652824	5826123	Zone 55
2	Bonang State Forest	Bonang – Telecom Track	GP-SNO-BOC-0041	649114	5886995	654455	5892095	Zone 55
3	Bruthen State Forest	Bruthen – Pipe Dump Road North	GP-TBO-BAI-0155	571496	5828096	573636	5829944	Zone 55
4	Bullung – Warl State Forest	Clifton Creek – Bark Bucket Creek	GP-TBO-BAI-0024	553849	5825789	556198	5827916	Zone 55
5	Bullung – Warl State Forest	Mount Taylor – Jones Road	GP-TBO-BAI-0152	554290	5823216	556018	5825800	Zone 55
6	Colquhoun Regional Park	Colquhoun – Oil Bore Road North	GP-TBO-NOW-0292	579804	5813903	581915	5815435	Zone 55
7	Colquhoun Regional Park	Colquhoun – Tin Shed Track	GP-TBO-NOW-0297	580231	5811632	582754	5814330	Zone 55
8	Colquhoun/Boyanga Gidi State Forest	Nowa Nowa – Long Hill Track	GP-TBO-NOW-0296	594063	5821770	595361	5822967	Zone 55
9	Colquhoun/Boyanga Gidi State Forest	Nowa Nowa – Pettmans Road East	GP-TBO-NOW-0291	588515	5817677	590794	5822575	Zone 55
10	Colquhoun/Boyanga Gidi State Forest	Nowa Nowa – Stockyard Break	GP-TBO-NOW-0016	591854	5824238	594861	5826757	Zone 55
11	Gurrun – Gurrun – Yarn State Forest	Bruthen Deadhorse Creek	GP-TBO-NOW-0299	578097	5823544	583059	5827925	Zone 55

12	Gurrun – Gurrun – Yarn State Forest	Bruthen – Omaras Road	GP-TBO- BAI-0006	575409	5827481	577269	5829636	Zone 55
13	Hartland State Forest	Orbost – Wombat Track	GP-SNO- ORB-0059	613347	5816450	617883	5820985	Zone 55
14	Hartland State Forest	Tostaree – Old Tostaree Road	GP-TBO- NOW-0288	600692	5819293	603487	5822301	Zone 55
15	Mount Alfred State Forest	Melwood – Melwood Boundary track	GP-TBO- BAI-0020	542426	5822820	544122	5824614	Zone 55
16	Mount Alfred State Forest	Mount Alfred – Kill Me Dead Creek	GP-TBO- BAI-0007	537359	5829223	539810	5833547	Zone 55
17	Mount Alfred State Forest	Mount Alfred – Wattle Creek Road	GP-TBO- BAI-0017	535632	5828966	539350	5834373	Zone 55
18	Mount Alfred State Forest	Wuk Wuk – Cox Boundary track	GP-TBO- BAI-0151	535788	5824895	540384	5826525	Zone 55
19	Mount Alfred State Forest	Wuk Wuk – Harding Road East	GP-TBO- BAI-0034	536058	5825638	539146	5828534	Zone 55
20	Murrungower State Forest and Bemm State Forest	Cabbage Tree – Emphields Track	GP-SNO- ORB-0064	651651	5826275	654539	5828029	Zone 55
21	State Forest	Marlo – Bushland East	GP-SNO- ORB-0007	636195	5815661	636877	5816193	Zone 55



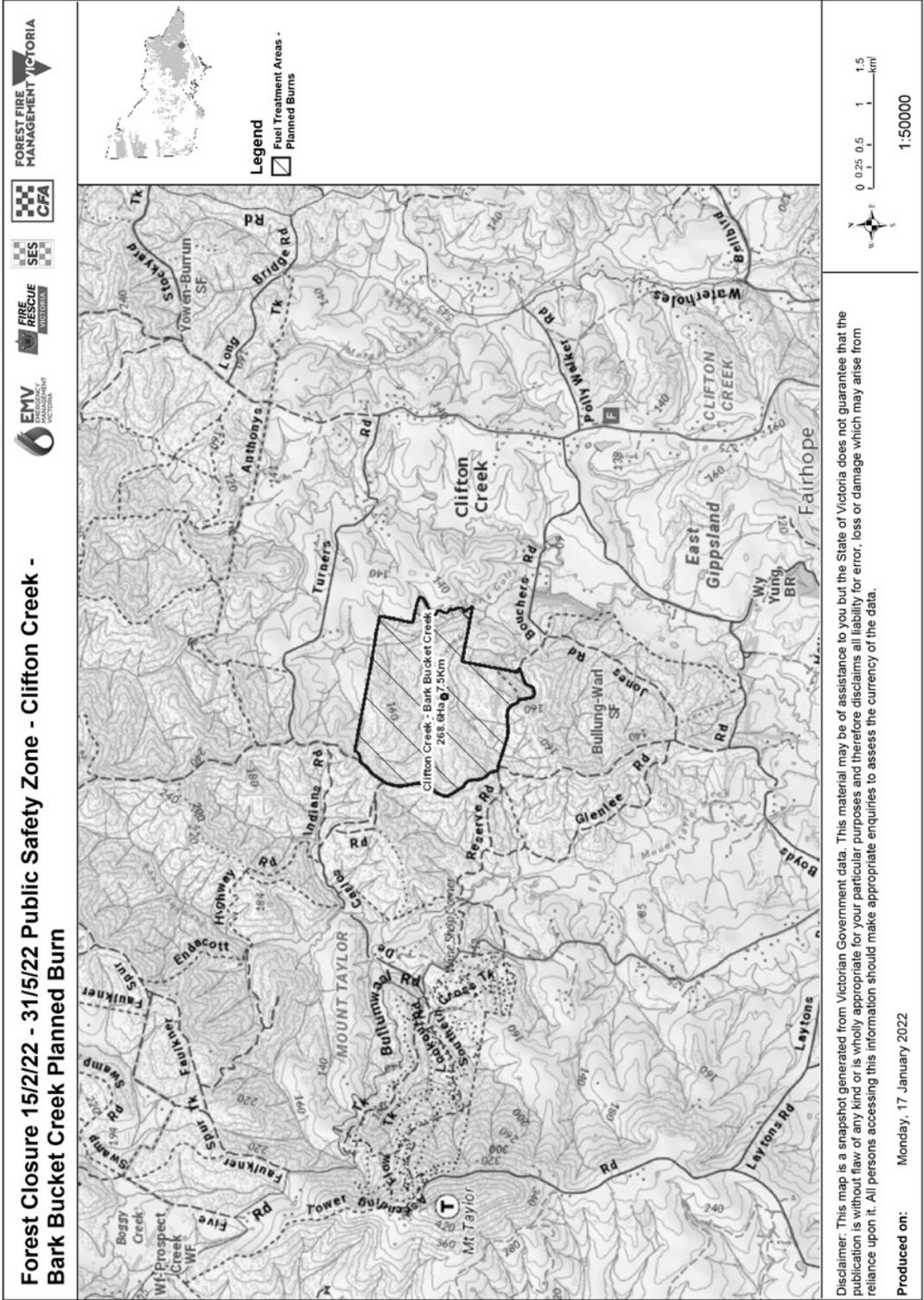


**Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Bruthen - Pipe
Dump Road North Planned Burn**



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Monday, 17 January 2022



Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Clifton Creek - Bark Bucket Creek Planned Burn



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Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Colquhoun - Tin Shed Track Planned Burn

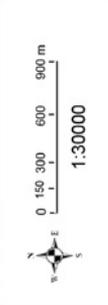
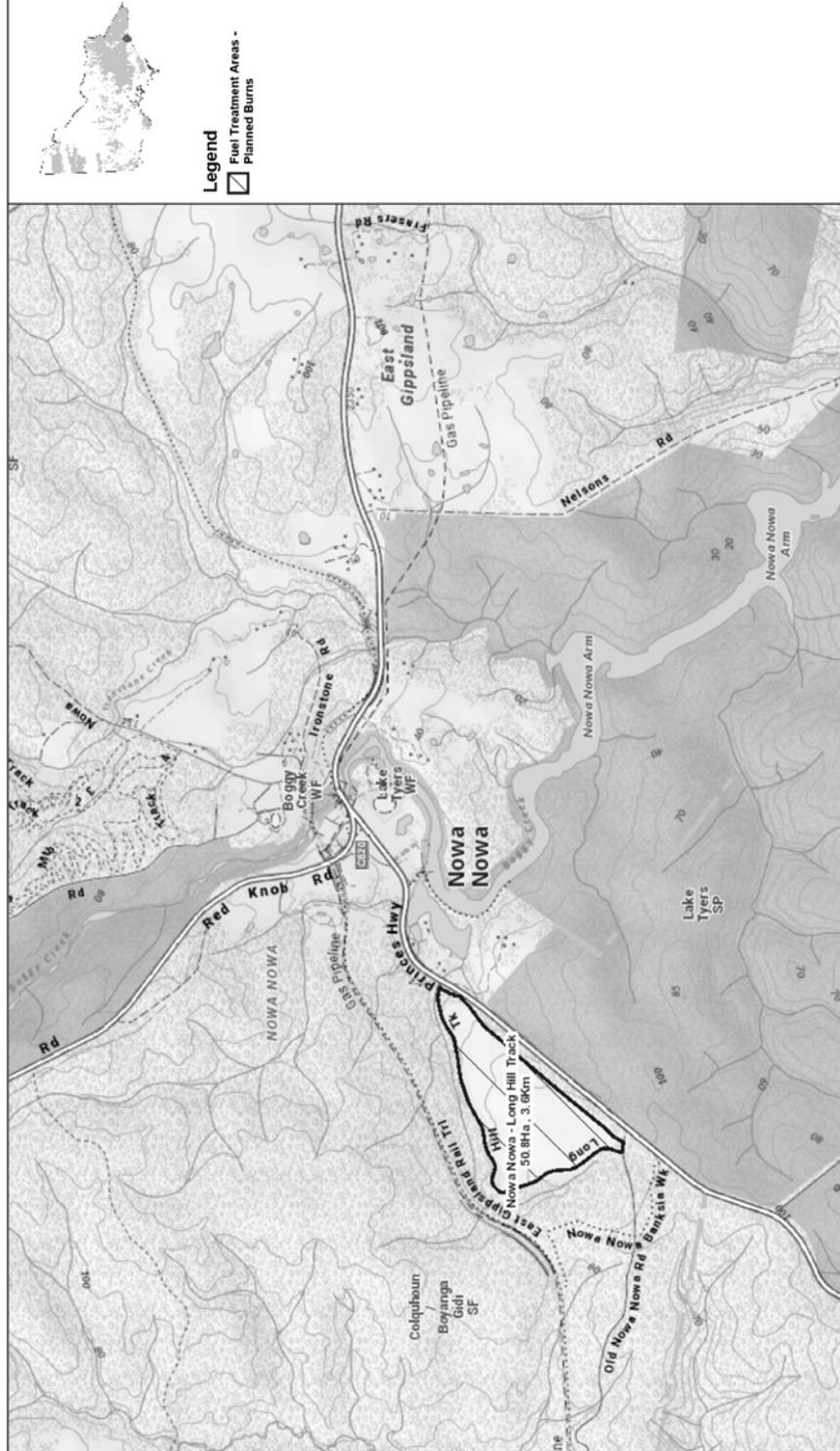


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Produced on: Monday, 17 January 2022

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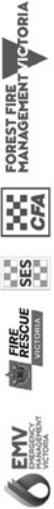
Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Nowa Nowa - Long Hill Track Planned Burn



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Monday, 17 January 2022

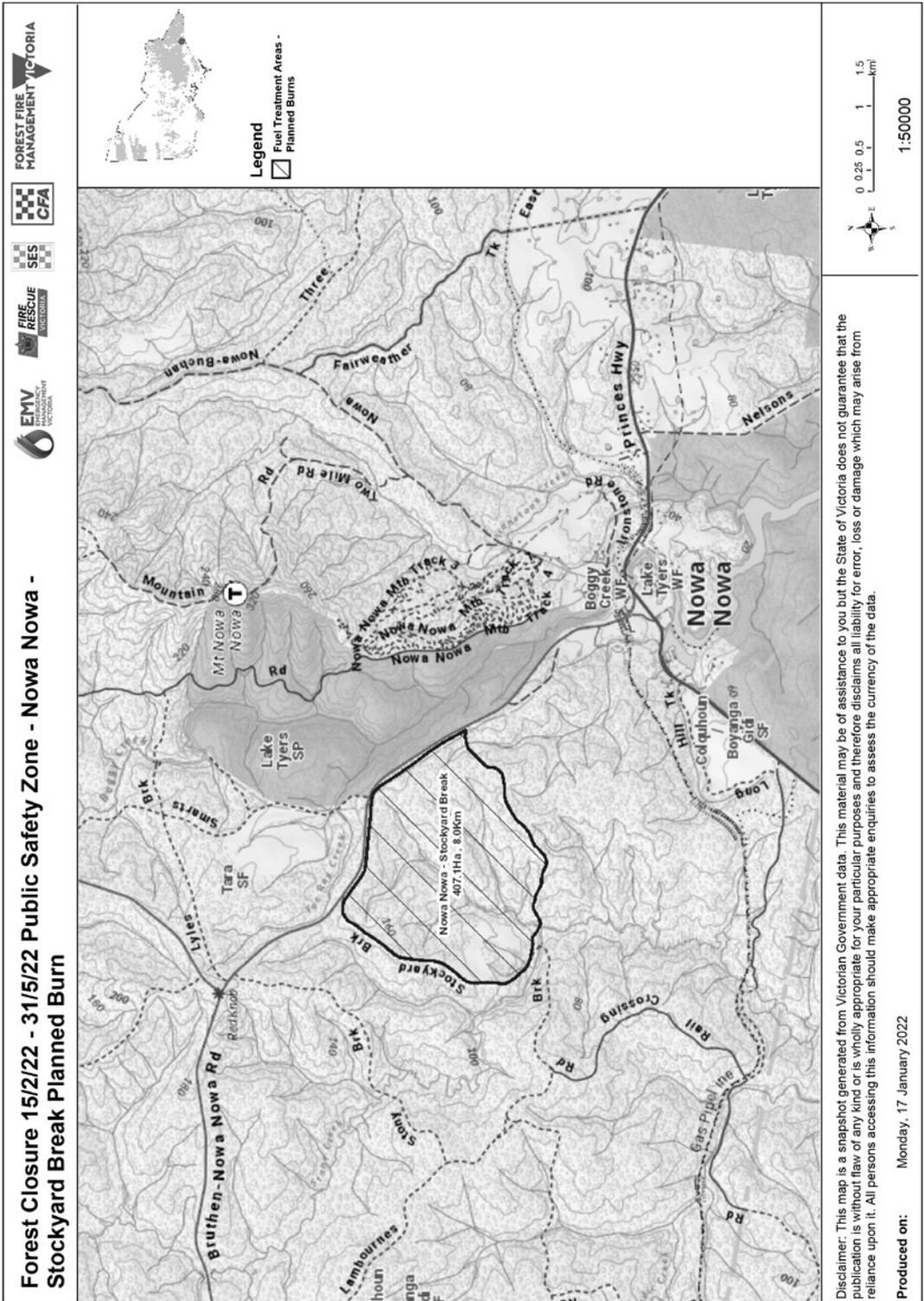
Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Nowa Nowa -
Petmans Road East Planned Burn



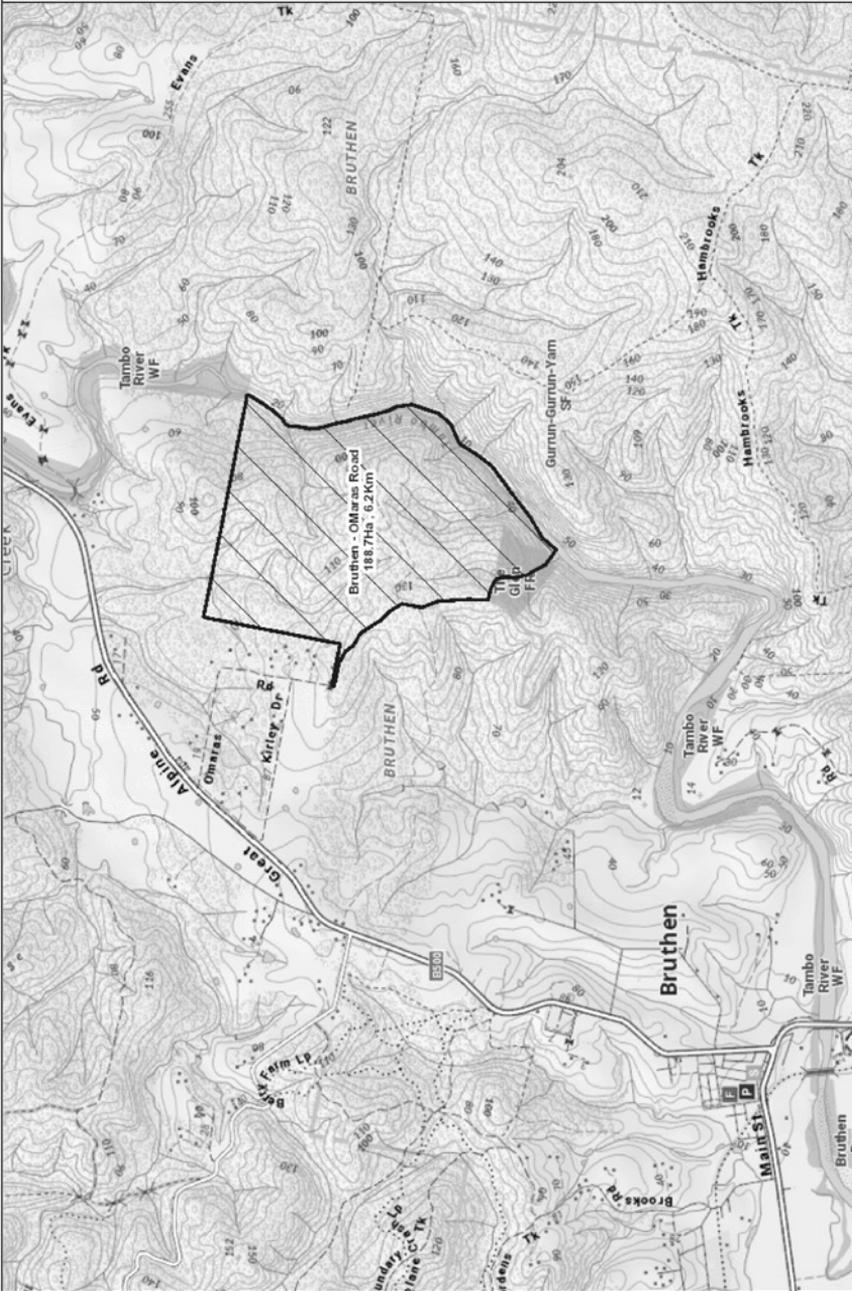
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Produced on: Monday, 17 January 2022

1:80000



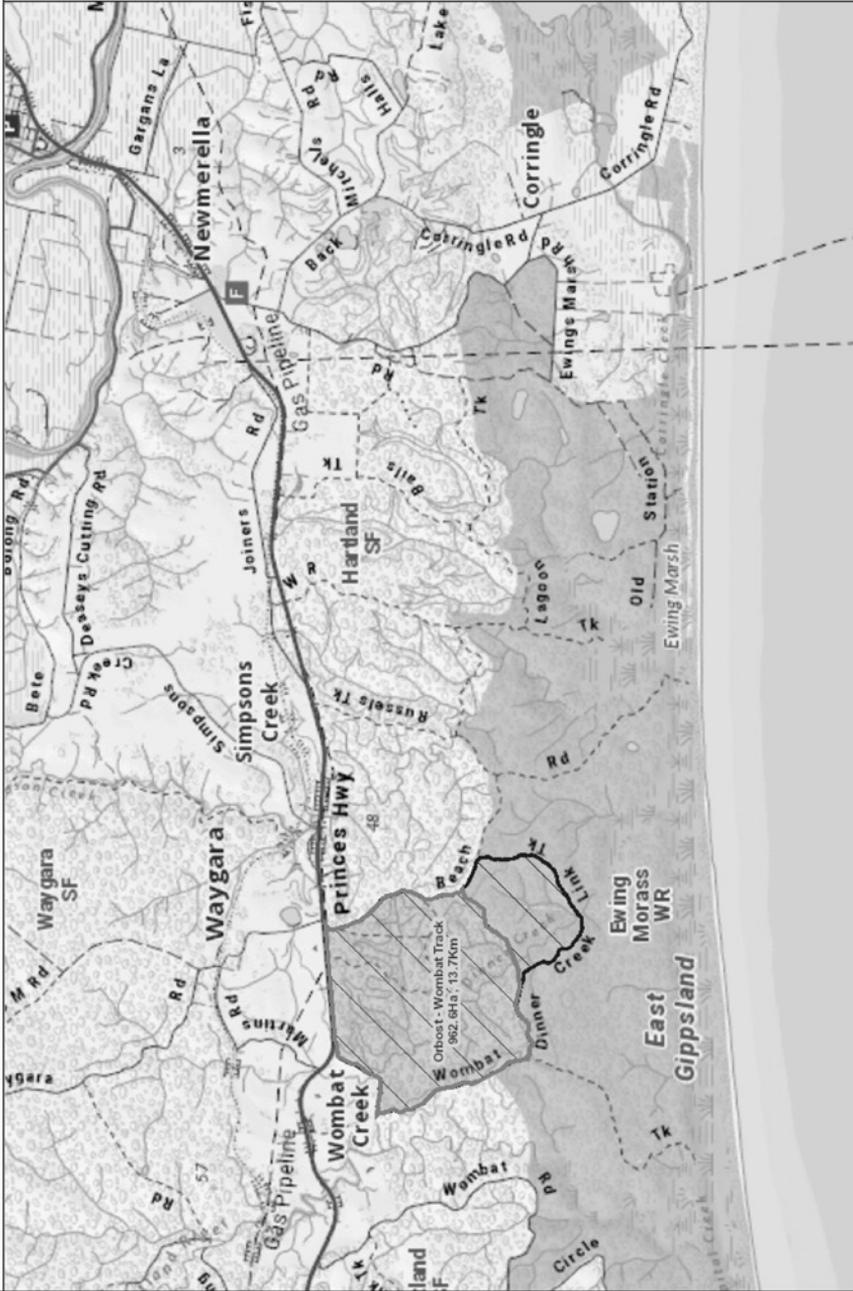
**Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Bruthen -
Omaras Road Planned Burn**



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Monday, 17 January 2022

**Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Orboost -
Wombat Track Planned Burn**



Legend
Fuel Treatment Areas -
Planned Burns



1:80000

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Wednesday, 12 January 2022

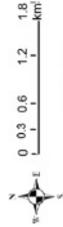


Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Tostaree - Old
Tostaree Road Planned Burn



Legend

- Fuel Treatment Areas - Planned Burns

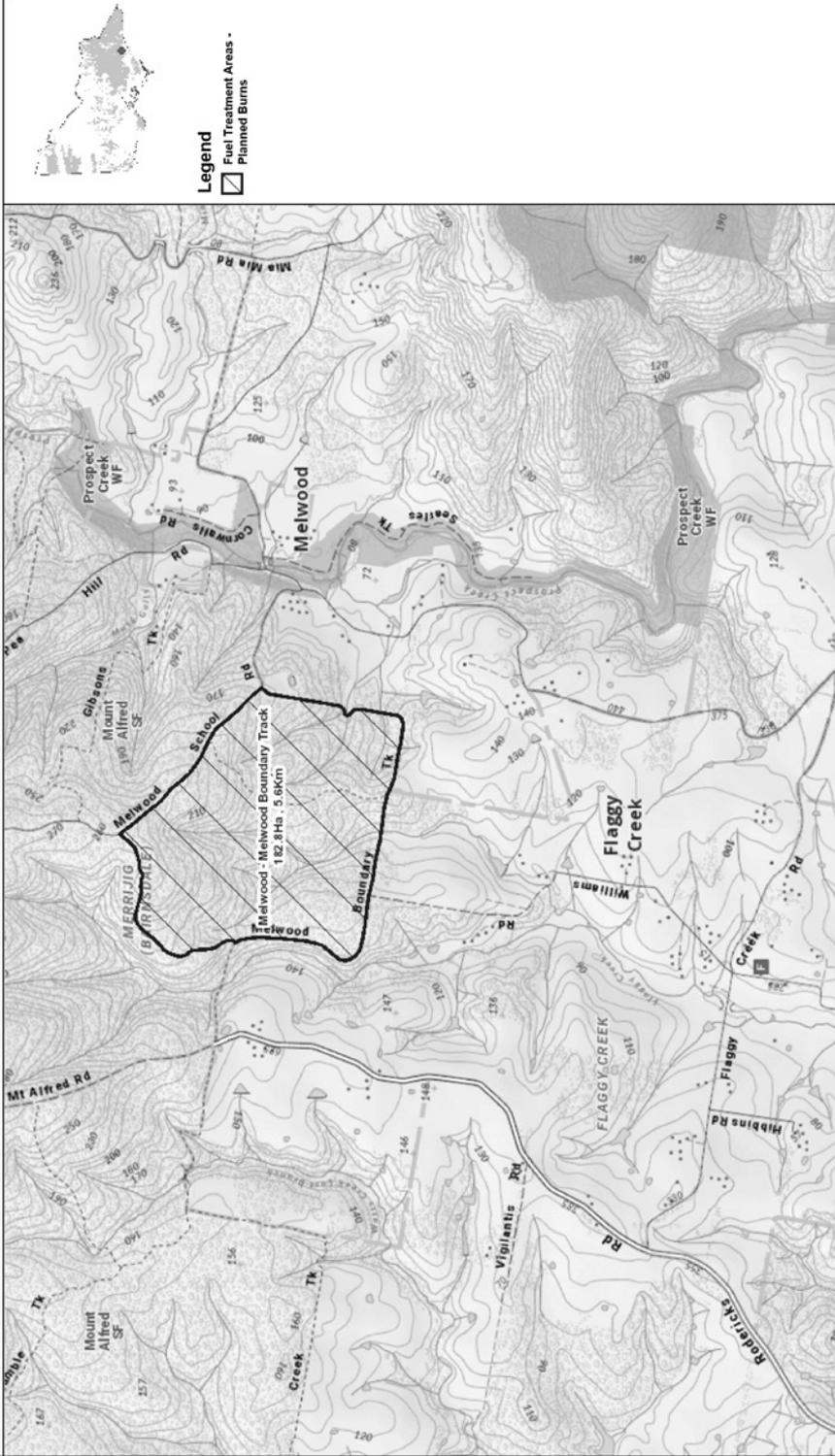


1:60000

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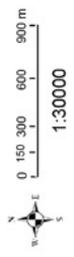
Produced on: Monday, 17 January 2022

**Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Melwood -
Melwood Boundary Track Planned Burn**



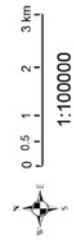
Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Wednesday, 12 January 2022





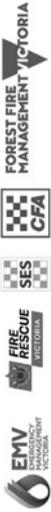
Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Mt Alfred - Kill Me Dead Creek Planned Burn



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Wednesday, 12 January 2022

Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Mt Alfred -
Wattle Creek Rd Planned Burn



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Produced on: Wednesday, 12 January 2022

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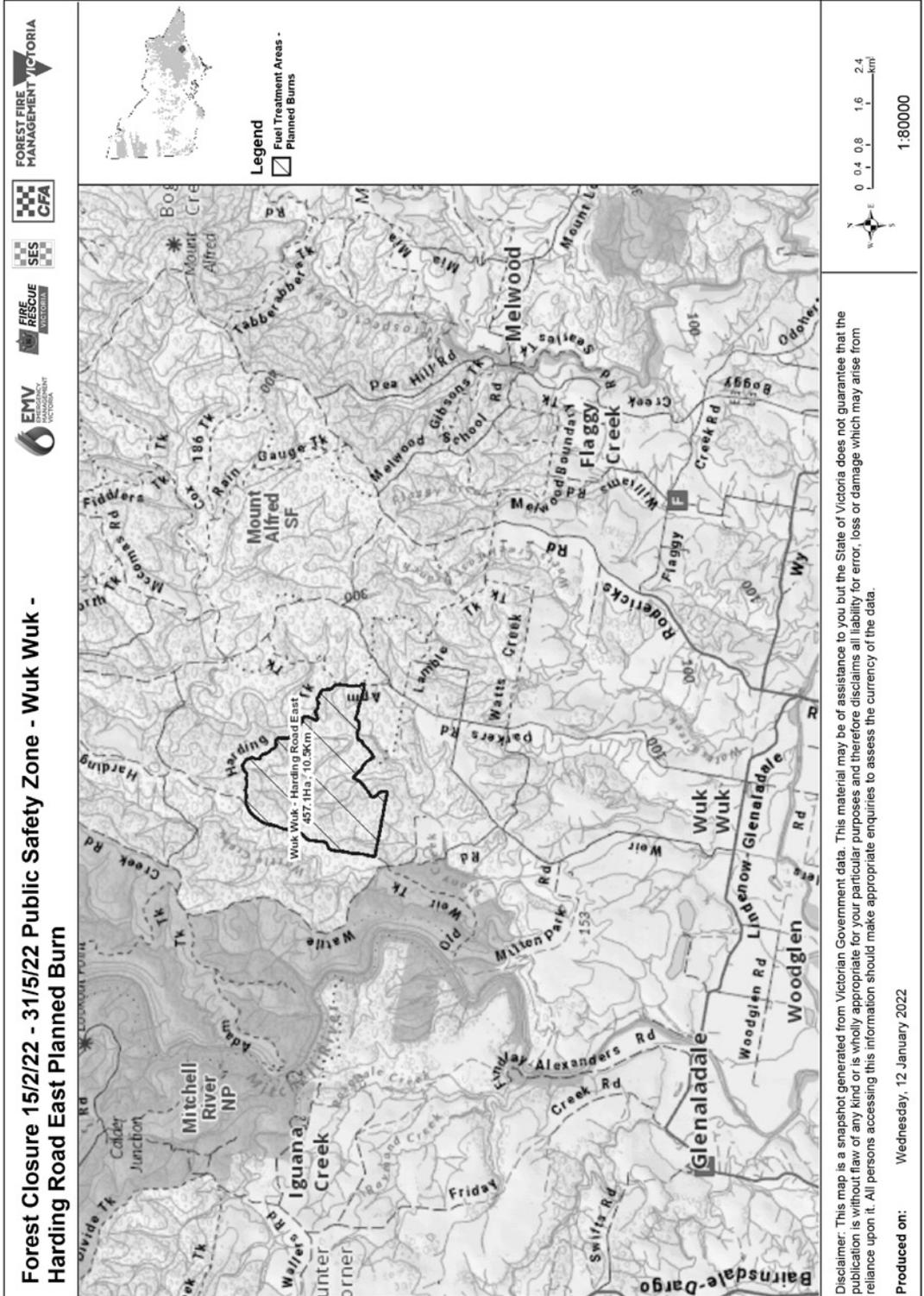
**Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Wuk Wuk - Cox
Boundary Track Planned Burn**



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Monday, 17 January 2022

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Forest Closure 15/2/22 - 31/5/22 Public Safety Zone - Wuk Wuk - Harding Road East Planned Burn

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Produced on: Wednesday, 12 January 2022



Subordinate Legislation Act 1994

NOTICE OF PREPARATION OF IMPACT ASSESSMENT

In accordance with section 11 of the **Subordinate Legislation Act 1994**, I, Lily D'Ambrosio, Minister for Energy, Environment and Climate Change, and Minister responsible for administering the **Environment Protection Act 2017** (EP Act), give notice of the preparation of an impact assessment in relation to the proposed Environment Protection Amendment Regulations 2022.

Notice is given in accordance with section 11 of the **Subordinate Legislation Act 1994** that a Regulatory Impact Statement (RIS) has been prepared in relation to the proposed Environment Protection Amendment Regulations 2022.

The reason for the proposed Environment Protection Amendment Regulations 2022 is to clarify obligations for wind farm operators under the new EP Act, including the General Environmental Duty and unreasonable noise provisions of the EP Act.

The proposed Environment Protection Amendment Regulations 2022 seek to achieve this by setting requirements for operators in relation to noise emissions from operational wind farm turbines, in order to demonstrate compliance with the EP Act.

The objective of the proposed Environment Protection Amendment Regulations 2022 is to amend the Environment Protection Regulations 2021 to specify matters in relation to wind turbine noise from wind energy facilities.

The RIS outlines three options for managing noise emissions from wind facilities. Direct regulation is the preferred approach over a permissions scheme or primary legislation (base case) as it will improve certainty by clearly outlining obligations for wind farm operators, as well as avoiding costs that could be incurred in managing complaints and compliance activities.

Copies of the RIS and proposed Environment Protection Amendment Regulations 2022 can be obtained at www.engage.vic.gov.au, or by calling DELWP's Customer Service Centre on 136 186.

Public comments and submissions are invited on the RIS and the proposed Environment Protection Amendment Regulations 2022.

Written comments and submissions must be received no later than 11.59 pm, 3 April 2022 and can be sent by email to: windfarmnoise@delwp.vic.gov.au; or via the Engage Victoria website at: <https://engage.vic.gov.au/changes-regulation-wind-farm-noise>; or by post to Environment Protection Branch, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002.

All comments and submissions will be treated as public documents and published on Engage Victoria's website: www.engage.vic.gov.au unless the comment or submission clearly indicates that the comment or submission is confidential.

HON. LILY D'AMBROSIO MP
Minister for Energy, Environment and Climate Change

Voluntary Assisted Dying Act 2017
VOLUNTARY ASSISTED DYING REVIEW BOARD
Appointment of a Chairperson
Order of Appointment

I, Martin Foley, Minister for Health, acting under sections 95 and 98 of the **Voluntary Assisted Dying Act 2017**, by Order appoint the following as interim Chairperson and member of the Voluntary Assisted Dying Review Board for a period of three months from the date of publication of the Ministerial Order in the Government Gazette:

Julian Gardner AM

The terms and conditions of this appointment are contained in the schedule attached to this Order of Appointment.

MARTIN FOLEY MP
Minister for Health

APPOINTMENT OF A CHAIRPERSON TO THE
VOLUNTARY ASSISTED DYING REVIEW BOARD
SCHEDULE TO THE INSTRUMENT OF APPOINTMENT

- 1. Appointment arrangements**
The appointment is part time.
 - 2. Period of appointment**
The appointment is from the date of the publication of the Ministerial order in the Government Gazette for a period of three months.
 - 3. Duties and responsibilities of the position**
The Voluntary Assisted Dying Review Board will monitor matters related to voluntary assisted dying.
 - 4. Termination arrangements**
Members may resign from the Voluntary Assisted Dying Review Board in writing to the Minister for Housing, Disability and Ageing.
The Minister may remove members from the Voluntary Assisted Dying Review Board before the expiration of the specified term based on misconduct or incapacity to perform the duties required.
 - 5. Payment provisions**
Remuneration is fixed at \$51,186 per annum pro rata for a chairperson.
 - 6. Superannuation obligations**
Superannuation contributions will be paid by the employer in accordance with the Commonwealth's **Superannuation Guarantee (Administration) Act 1992**.
 - 7. Travel and personal expenses arrangements**
Voluntary Assisted Dying Review Board members will be reimbursed for reasonable expenses incurred directly in connection with work performed in their capacity as a Voluntary Assisted Dying Review Board member.
 - 8. Leave arrangements**
No leave arrangements apply for the part-time appointment.
 - 9. Prior service**
Not applicable.
-



Water Act 1989

NOTICE OF DECLARATION OF SERVICED PROPERTIES DECLARATION NO. 831

Central Highlands Water declares the properties as described below to be serviced properties for the purpose of the **Water Act 1989** on and from Thursday 28 April 2022.

PROPERTY	TOWNS	TYPE
PS837935Y Lot 1–9 incl.	Alfredton	water/sewer
PS715941L/S3 Lot 7–15 incl.	Ballan	water/sewer
PS823370B Lot 1 and 2	Ballan	water/sewer
PS843944N Lot 1 and 2	Ballarat Central	water/sewer
PS832039G Lot 1 and 2	Ballarat East	water/sewer
C/A 4 Sec 18	Beaufort	water/sewer
TP385082G Lot 1	Carisbrook	water/sewer
LP60802 Lot 4	Creswick	water/sewer
PS828012C/S1 Lot 1–5, 16 and 17	Delacombe	water/sewer
PS841009Q Lot 1 and 2	Gordon	water/sewer
PS846427T Lot 1–12 incl.	Lake Gardens	water/sewer
PS820898W Lot 1–11 incl.	Lake Gardens	water/sewer
C/A 2 Sec 14	Linton	water
TP892744G Lot 1	Mount Egerton	water
LP 98887 Lot 2	Mount Egerton	water
PS837915F Lot 2	Smythes Creek	water
PS903678B Lot 601–630 incl.	Smythes Creek	water/sewer
PS844945F Lot 105–109, 135–140, 143–147 and 169–174 incl.	Winter Valley	water/sewer
PS845424F Lot 301–304 and 307–334 incl.	Winter Valley	water/sewer
PS837953W Lot 140 and Z	Winter Valley	water/sewer

For more information contact Central Highlands Water on 1800 061 514.

Water Act 1989**YARRA VALLEY WATER – DECLARATION OF SERVICED PROPERTIES**

Pursuant to section 144 of the **Water Act 1989**, Yarra Valley Water declares the following land to be serviced property for the listed services from 3 March 2022.

Development Address/ Estate Name	Stage/s	Plan of Subdivision Number	Suburb	Drinking Water	Recycled Water	Sewerage Services
Kallo Estate	18	PS825842Y	Kalkallo	Y	Y	Y
Newbridge Estate	3	PS831640C	Wallan	Y	Y	Y
Newbridge Estate	4	PS831642X	Wallan	Y	Y	Y
Stonefield Estate	2	PS810966N	Greenvale	Y	Y	Y

Planning and Environment Act 1987

BENALLA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C41bena

The Minister for Planning has approved Amendment C41bena to the Benalla Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the Benalla Planning Scheme with a new Municipal Planning Strategy at Clause 2, a modified Planning Policy Framework at Clauses 11, 12, 13, 14, 15, 17, 18 and 19 and a selected number of local schedules to overlays and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation and free of charge, at the website of the Benalla Rural City Council at <https://www.benalla.vic.gov.au> and/or during office hours, at the Benalla Customer Service Centre, 1 Bridge Street East, Benalla, Victoria 3672.

ANDREW WIDDICOMBE

Acting Director, State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

CORANGAMITE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C55cora

The Minister for Planning has approved Amendment C55cora to the Corangamite Planning Scheme.

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

The Amendment rezones land at 373 Old Geelong Road, Camperdown (Crown Allotment 6A, Section 23, Parish of Colongulac) from Farming Zone Schedule 1 to Industrial 1 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, during office hours, at the offices of the Corangamite Shire Council, 181 Manifold Street, Camperdown, and at the council website, www.corangamite.vic.gov.au

ANDREW WIDDICOMBE

Acting Director, State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
GANNAWARRA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C46gann

The Minister for Planning has approved Amendment C46gann to the Gannawarra Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the Gannawarra Planning Scheme with a new Municipal Planning Strategy at Clause 2, a modified Planning Policy Framework at Clauses 11–19 and a selected number of local schedules to the Farming Zone, particular provisions and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, at the website of the Gannawarra Shire Council www.gannawarra.vic.gov.au and/or during office hours, at the offices of the Gannawarra Shire Council, 23–25 King Edward Street, Cohuna, or Patchell Plaza, 47 Victoria Street, Kerang.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
GREATER SHEPPARTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C210gshe

The Minister for Planning has approved Amendment C210gshe to the Greater Shepparton Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the Greater Shepparton Planning Scheme with a new Municipal Planning Strategy at Clause 2, a modified Planning Policy Framework at Clauses 11–19 and a selected number of local schedules to overlays and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation and free of charge, at the Greater Shepparton City Council website at www.greatershepparton.com.au and/or during office hours, at the Greater Shepparton City Council, 90 Welsford Street, Shepparton.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MANSFIELD PLANNING SCHEME
Notice of Approval of Amendment
Amendment C47mans

The Minister for Planning has approved Amendment C47mans to the Mansfield Planning Scheme.

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

The Amendment Replaces the Local Planning Policy Framework of the Mansfield Planning Scheme with a new Municipal Planning Strategy at Clause 2, local policies within the Planning Policy Framework at Clauses 11 to 19 and selected local schedules consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148 and The Ministerial Direction – The Form and Content of Planning Schemes.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Mansfield Shire Council website at www.mansfield.vic.gov.au and/or during office hours, at the offices of the Mansfield Shire Council, 33 Highett Street, Mansfield.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MOIRA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C95moir

The Minister for Planning has approved Amendment C95moir to the Moira Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the Moira Planning Scheme with a new Municipal Planning Strategy at Clause 2, a modified Planning Policy Framework at Clauses 11–19 and selected local schedules to overlays and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Moira Shire Council website at <https://www.moirav.vic.gov.au/Home> or during office hours, at the offices of the Moira Shire Council, Cobram Service Centre, 44 Station Street, Cobram.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MORNINGTON PENINSULA PLANNING SCHEME
 Notice of Approval of Amendment
 Amendment C263morn

The Minister for Planning has approved Amendment C263morn to the Mornington Peninsula Planning Scheme.

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

The Amendment introduces an Incorporated Plan into the Mornington Peninsula Planning Scheme to enable the use and development of a ‘medical centre’ which is not to be conducted by or on behalf of Council and is otherwise a prohibited use within the current zone. The ‘medical centre’ is to be co-located within the redevelopment of the Alexandra Park Pavilion and will provide allied health services. The Amendment:

- amends the Schedule to Clause 36.02 of the Public Park and Recreation Zone Schedule by introducing the Alexandra Park Pavilion Redevelopment (275 Main Street, Mornington), Incorporated Plan, September 2021 and include Category 3 sign requirements for the land; and
- amends Clause 72.04 by inserting Alexandra Park Pavilion Redevelopment (275 Main Street, Mornington), Incorporated Plan, September 2021 into the list of documents incorporated into the Mornington Peninsula Planning Scheme.

The Amendment utilises the provisions of section 96A of the **Planning and Environment Act 1987** (the Act) to enable consideration of a concurrent planning permit application to facilitate the redevelopment of the Alexandra Park Pavilion.

The Minister has granted the following permit(s) under Division 5 Part 4 of the Act:

Permit No	Description of Land
CP19/001	275 Main Street, Mornington

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment and permit documentation. A copy of the Amendment can also be inspected, free of charge, at the Mornington Peninsula Shire Council website at www.mornpen.vic.gov.au or during office hours, at the offices of the Mornington Peninsula Shire Council, 90 Besgrove Street, Rosebud.

ANDREW WIDDICOMBE
 Acting Director, State Planning Services
 Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
SOUTH GIPPSLAND PLANNING SCHEME
Notice of Approval of Amendment
Amendment C127sgip

The Minister for Planning has approved Amendment C127sgip to the South Gippsland Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the South Gippsland Planning Scheme with a new Municipal Planning Strategy at Clause 2, a modified Planning Policy Framework at Clauses 11–19 and a selected number of local schedules to an overlay and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the South Gippsland Shire Council website at <https://www.southgippsland.vic.gov.au/> or during office hours, at the offices of the South Gippsland Shire Council, 9 Smith Street, Leongatha, Victoria 3953.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
STRATHBOGIE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C84strb

The Minister for Planning has approved Amendment C84strb to the Strathbogie Planning Scheme.

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

The Amendment replaces the Local Planning Policy Framework of the Strathbogie Planning Scheme with a new Municipal Planning Strategy at Clause 2, a modified Planning Policy Framework at Clauses 11, 13, 14, 15, 16, 17, 18 and 19 and a selected number of local schedules to overlays and operational provisions in a manner consistent with changes to the Victoria Planning Provisions introduced by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the website of the Strathbogie Shire Council at <https://www.strathbogie.vic.gov.au> or during office hours, at the offices of the Strathbogie Shire Council, Strathbogie Customer Service Centre, 109a Binney Street, Euroa.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
WODONGA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C134wdon

The Minister for Planning has approved Amendment C134wdon to the Wodonga Planning Scheme.

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

The Amendment translates the Local Planning Policy Framework of the Wodonga Planning Scheme into the new Municipal Planning Strategy at Clause 2 and Planning Policy Framework at Clauses 10–19 introduced into the Victoria Planning Provisions by Amendment VC148.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or by contacting 1800 789 386 to arrange a time to view the Amendment documentation. A copy of the Amendment can also be inspected, free of charge, at the Wodonga City Council website at www.wodonga.vic.gov.au or during office hours, at the offices of the Wodonga City Council, 104 Hovell Street, Wodonga, Victoria 3690.

ANDREW WIDDICOMBE
Acting Director, State Planning Services
Department of Environment, Land, Water and Planning

ORDERS IN COUNCIL

Crown Land (Reserves) Act 1978

NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATIONS

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 reservations:

BAIRNSDALE – The temporary reservation by Order in Council of 3 August, 1971 of an area of 5.180 hectares of land in the Township of Bairnsdale, Parish of Bairnsdale (formerly described as Crown Allotment 87B, Township of Bairnsdale) as a site for Public purposes (Department of Agriculture purposes).

File ref: 1602037 (Rs 9499)

DARTMOOR – The temporary reservation by Order in Council of 2 July, 1957 of an area of 8400 square metres, more or less, of land now described as Crown Allotment 1B, Section 15, Township of Dartmoor, Parish of Dartmoor as a site for the purposes of the Forests Act.

DARTMOOR – The temporary reservation by Order in Council of 11 August, 1992 of an area of 4119 square metres of land described as Crown Allotments 1C and 1E, Section 15, Township of Dartmoor, Parish of Dartmoor as a site for Departmental Depot.

File ref: 0304852 (Rs 7613)

DARTMOOR – The temporary reservation by Order in Council of 6 February, 2007 of an area of 1206 square metres of land described as Crown Allotment 1F, Section 15, Township of Dartmoor, Parish of Dartmoor as a site for Departmental depot.

File ref: 0304202 (Rs 7207)

ELSTERNWICK – The temporary reservation by Order in Council of 19 June, 1950 of an area of 961 square metres of land now described as Crown Allotment 77A, East of Elsternwick, Parish of Prahran as a site for Police purposes.

File ref: Rs 6539

NUNAWADING – The temporary reservation by Order in Council of 18 December, 1957 of an area of 809 square metres of land now described as Crown Allotment 58B, Parish of Nunawading as a site for Police purposes.

File ref: 1204829 [Rs 7676]

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

Dated: 1 March 2022

Responsible Minister:

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Crown Land (Reserves) Act 1978
TEMPORARY RESERVATION OF CROWN LANDS

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which are required for the purposes mentioned:–

MUNICIPAL DISTRICT OF THE MELBOURNE CITY COUNCIL

BRUNSWICK and JIKA JIKA – Public park; Crown Allotment 2029, City of Brunswick, Parish of Jika Jika area 2866 square metres and Crown Allotments 2568 [area 4.5 square metres], 2569 [area 4.5 square metres] and 2570 [area 4.5 square metres], Parish of Jika Jika as shown on Original Plan No. OP123129 lodged in the Central Plan Office.

File ref: PO-14543

MUNICIPAL DISTRICT OF THE NILLUMBIK SHIRE COUNCIL

DIAMOND CREEK – Public recreation; area 4047 square metres being Crown Allotment 2001, Township of Diamond Creek, Parish of Nillumbik as shown on Original Plan No. OP125610 lodged in the Central Plan Office.

File ref: 1204592

MUNICIPAL DISTRICT OF THE MILDURA RURAL CITY COUNCIL

MULLROO – Public recreation and camping; area 12.06 hectares being Crown Allotment 26, Parish of Mullroo as shown on Original Plan No. OP103329 lodged in the Central Plan Office.

File ref: 0102319

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

Dated: 1 March 2022

Responsible Minister:

HON LILY D’AMBROSIO MP

Minister for Energy, Environment and Climate Change

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Crown Land (Reserves) Act 1978
AMENDMENT OF TEMPORARY RESERVATION PURPOSE
COLAC CEMETERY RESERVE

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** amends the following Order in Council:–

COLAC – The Order in Council made on 21 May, 2019 and published in the Government Gazette on 23 May, 2019 page – 947 of the temporary reservation of Crown Allotment 2006, Township of Colac, Parish of Colac (area 2117 square metres) for Cemetery purposes

...by deletion of the words ‘Cemetery purposes’ from the reservation purpose and substitution therefor of the words ‘Public purposes (Housing)’.

File Ref: 0512167

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

Dated: 1 March 2022

Responsible Minister:

HON LILY D’AMBROSIO MP

Minister for Energy, Environment and Climate Change

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Crown Land (Reserves) Act 1978

INCORPORATION OF COMMITTEES OF MANAGEMENT

Order in Council

The Governor in Council, under section 14A(1) of the **Crown Land (Reserves) Act 1978**, being satisfied that it is in the public interest to declare to be corporations the committees of management appointed under section 14(2) of the Act of the land described in Column 2 hereunder:–

- (a) declares that the committees of management shall be corporations;
- (b) assigns the names shown in Column 1 to the corporations.

Column 1 Corporate name	Column 2 Crown Reserve currently managed by the Committee
Market Reserve [Lower Cape Bridgewater] Committee Incorporated	The land being Crown Allotments 3B and 3C, Section 4, Parish of Tarragal temporarily reserved as a site for a Market by Orders in Council of 7 June, 1905 and published in the Government Gazette on 14 June, 1905 page – 2159 and 30 November, 1910 published in the Government Gazette on 7 December, 1910 page – 5398. File Ref : 03038326
Kangaroo Flat Bushland Reserve Committee of Management Incorporated	The land being Crown Allotment 3A, Township of Kangaroo Flat, Parish of Sandhurst temporarily reserved for the Conservation of an area of natural interest by Order in Council of 21 June, 1983 and published in the Government Gazette on 29 June, 1983 page – 1923 and Crown Allotment 4, Section 4A, Parish of Sandhurst temporarily reserved for Public park by Order in Council of 1 July, 1986 and published in Government Gazette on 9 July, 1986 page – 2646. File Ref : 0609352 & 0607942

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

Dated: 1 March 2022

Responsible Minister:

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Crown Land (Reserves) Act 1978
DISSOLUTION OF INCORPORATED COMMITTEE OF
MANAGEMENT – WOMBELANO

Order in Council

The Governor in Council, under section 14A(7) of the **Crown Land (Reserves) Act 1978**, dissolves the Wombelano Recreation Reserve Incorporated [constituted by Order in Council of 6 February, 2001 and published in the Government Gazette on 8 February, 2001 page – 193].

File Ref: 0201023 [Rs 6915]

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

Dated: 1 March 2022

Responsible Minister:

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Kardinia Park Stadium Act 2016

EVENT MANAGEMENT DECLARATION FOR KARDINIA PARK EVENTS

Order in Council

The Governor in Council, under section 34 of the **Kardinia Park Stadium Act 2016** makes the event management declaration in the attached Schedule.

Dated: 1 March 2022

Responsible Minister:

THE HON MARTIN PAKULA MP

Minister for Tourism, Sport and Major Events

ALEXANDRA DEBELJAKOVIC
Clerk of the Executive Council

Kardinia Park Stadium Act 2016**EVENT MANAGEMENT DECLARATION FOR KARDINIA PARK EVENTS****SCHEDULE TO THE ORDER IN COUNCIL**

The events specified in Table 1 are declared to be Kardinia Park events.

Table 1: Always Live and Nitro Circus events and 2022 Australian Football League premiership competition matches

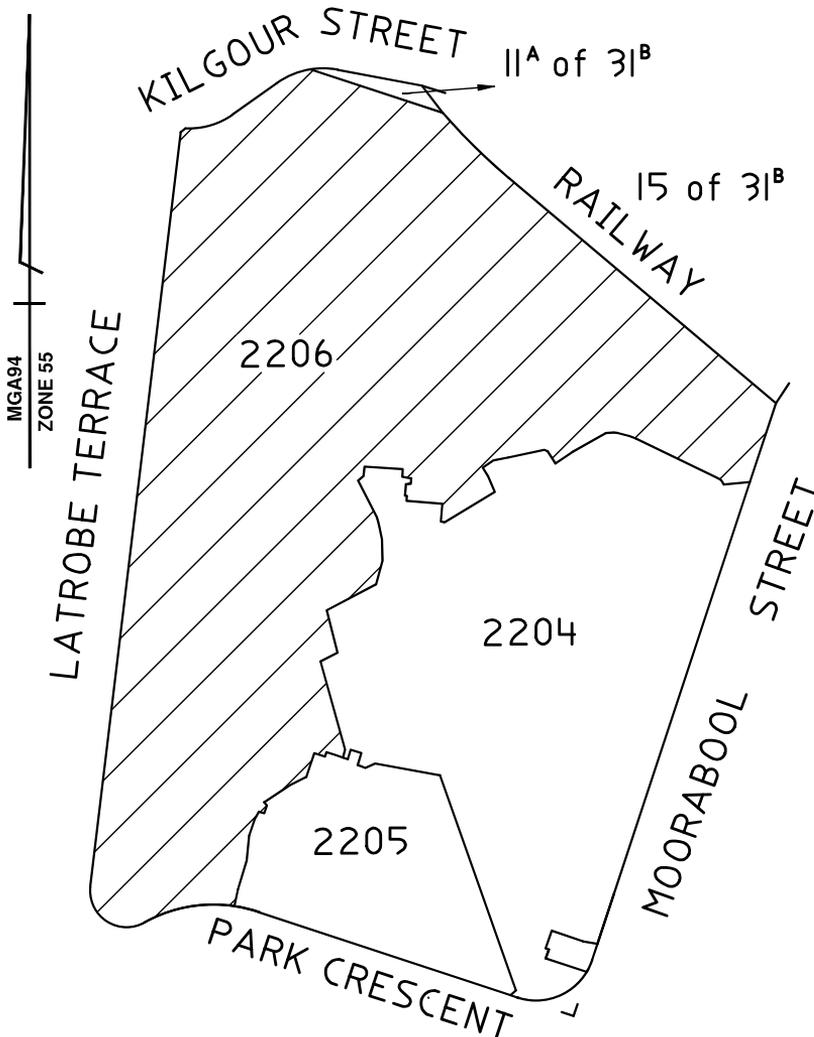
Section and Description	Matter Specified
35(1)(c) Title of the Kardinia Park event and a short description of it:	Always Live event. Nitro Circus event. Geelong Football Club (FC) and Brisbane Lions FC 2022 Australian Football League (AFL) premiership season match. Geelong FC and Fremantle FC 2022 AFL premiership season match.
35(1)(d) The times and dates during which the Kardinia Park event is to take place:	Always live – 12.01 am on 3 March 2022 to 11.59 pm on 5 March 2022. Nitro Circus – 12.01 am on 6 March 2022 to 11.59 pm on 9 March 2022. Geelong FC and Brisbane Lions FC AFL premiership season match – 12.01 am on 7 April 2022 to 11.59 pm on 9 April 2022. Geelong FC and Fremantle FC AFL premiership season match – 12.01 am on 29 April 2022 to 11.59 pm on 1 May 2022.
35(1)(g) Any functions, duties and powers conferred on the Trust during the Kardinia Park event in accordance with section 36:	The Trust may enter into agreements and arrangements with the event organiser. The Trust may organise, facilitate or undertake an event. The Trust may fix opening and closing times for public access to any area to which the declaration applies. The Trust may impose, collect and retain fees for parking of motor vehicles in Kardinia Park. The maximum fee will be \$20 per vehicle.
35(1)(h) The provision of any car parking on land at Kardinia Park during a Kardinia Park event in accordance with section 36:	The Trust may provide car parking on land at Kardinia Park on the following dates: Always Live event on 4 March 2022. Nitro Circus event on 7 March 2022. Geelong FC and Brisbane Lions FC AFL premiership season match on 8 April 2022. Geelong FC and Fremantle FC AFL premiership season match on 30 April 2022.
35(1)(i) Any functions, duties and powers of the Council suspended during the Kardinia Park event in accordance with section 37:	The functions, duties and powers of the Council to hold or allow any events, or take bookings for any space or events, within Kardinia Park (including venues within Kardinia Park) are suspended during the specified times and dates.

35(1)(j)	Any powers conferred on the Trust to enter into agreements or arrangements with an event organiser in accordance with section 36 and 38:	The functions, duties and powers to book any space or hold events or bookings in Kardinia Park and its venues during the specified times and dates are conferred on the Trust.
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The Kardinia Park Stadium Trust takes control of the area of Kardinia Park to which this declaration applies for the times and dates during which an event takes place as specified in Table 1.

This legislative instrument takes effect on the date it is published in the Government Gazette and applies until 1 May 2022.

The area of Kardinia Park to which this declaration applies is Crown Allotment 2206, City of Geelong, Parish of Corio as indicated by hatching on the plan hereunder.



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