



Victoria Government Gazette

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GENERAL

TABLE OF PROVISIONS

Private Advertisements		Taits Legal	3376
Land Act 1958		Verhoeven & Curtain Solicitors	3376
Sporting Shooters Association of Australia –		Veronica Tuenker	3376
Lease Application	3371	Wainwright Ryan Eid Lawyers	3376
Dissolution of Partnership		Willett Lawyers Pty Ltd	3376
C Malone & M.G Malone	3371	Yarra Valley Legal Pty Ltd	3376
Estates of Deceased Persons		Sales by the Sheriff	
A. B. Natoli Pty	3371	Glenn Andrew Cooper	3377
Alphastream Lawyers	3371	Government and Outer Budget Sector	
Antippa Lawyers	3371	Agencies Notices	3378
Aughtersons	3372	Orders in Council	3551
Bowlen Dunstan & Associates Pty	3372	Appointment of Her Majesty’s Counsel	
De Marco Lawyers	3372	Development Victoria	
Hartleys Lawyers	3373	Kardinia Park Stadium	
Henderson & Ball	3373	Livestock Disease Control	
Joliman Lawyers	3373	Obtainables	3558
KHQ Lawyers	3373		
K & C Law Group	3373		
Mahons with Yuncken & Yuncken	3374		
Maurice Blackburn Lawyers	3374		
Meredith Ashton and			
David McKenzie	3374		
Moores	3374		
Perpetuity Legal	3375		
Rigby Cooke Lawyers	3375		
Ross Legal Pty Ltd	3375		
Russo Pellicano Carlei Lawyers	3375		
Stephen Perrott & Co.	3375		
Stidston Warren Lawyers	3376		

Advertisers Please Note

As from 18 August 2022

The last Special Gazette was No. 409 dated 17 August 2022.

The last Periodical Gazette was No. 1 dated 30 May 2022.

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
-

PRIVATE ADVERTISEMENTS**Land Act 1958**

Notice is hereby given that Sporting Shooters Association of Australia has applied to lease, pursuant to section 134/137 of the **Land Act 1958**, for a term of twenty-one (21) years, Crown land being Allotment 27, Section C, Parish of Mildura containing 352.8 hectares (more or less) as a site for 'Shooting Range and Social Activities connected herewith'.

DISSOLUTION OF PARTNERSHIP

In accordance with section 41 of the **Partnership Act 1958**, notice is hereby given that the partnership between Michael Gerard Malone and Christine Joan Malone trading as C MALONE & M.G MALONE, ABN 25 750 906 323, has been dissolved with effect from 7 July 2022.

Re: MARIA MOTTA, late of 1345 Manks Road, Koo Wee Rup, Victoria, factory process worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 January 2022, are required by the trustee, Rosalie Wilson, in the Will called Rosaria Wilson, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she has notice.

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

CLAUDIO BEVILACQUA, late of 19 Culloden Street, Brunswick West, Victoria, police officer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 January 2022, are required by Walter Luigi Alberto Bevilacqua, the administrator of the estate of the deceased, to send particulars thereof to him, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which the administrator will

distribute the estate, having regard only to the claims of which he has notice.

ALPHASTREAM LAWYERS,
Suite 12, 622 Ferntree Gully Road,
Wheelers Hill, Victoria 3150.

MARTIN HANSCAMP, late of 30 The Crescent, Belgrave Heights, Victoria, principal, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 September 2020, are required by Anita Veronica Hanscamp, the executor of the Will of the deceased, to send particulars thereof to her, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which the executor will distribute the estate, having regard only to the claims of which she has notice.

ALPHASTREAM LAWYERS,
Suite 12, 622 Ferntree Gully Road,
Wheelers Hill, Victoria 3150.

GLENDA JEAN RUDDICK, also known as Glenda Ruddick, late of 8 Taverner Court, Scoresby, Victoria, customer service worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 April 2022, are required by Danielle Anne Campbell, the executor of the Will of the deceased, to send particulars thereof to her, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which the executor will distribute the estate, having regard only to the claims of which she has notice.

ALPHASTREAM LAWYERS,
Suite 12, 622 Ferntree Gully Road,
Wheelers Hill, Victoria 3150.

Re: HELEN ANDRIOTIS, deceased, late of 385 Blackshaws Road, Altona North, Victoria, interpreter.

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

who died on 11 December 2021, at Footscray, Victoria, are required by the trustee, Peter Gregory Antippa, to send particulars to the trustee, care of Antippa Lawyers of Room 3, Level 5, 2 Collins Street, Melbourne, Victoria, by 19 October 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.

Re: HRISTINA LEOS, also known as Christina Leos, deceased, late of 180 Melville Road, Brunswick West, Victoria, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 June 2022, at Parkville, Victoria, are required by the trustee, James Leos, to send particulars to the trustee, care of Antippa Lawyers of Room 3, Level 5, 2 Collins Street, Melbourne, Victoria, by 14 October 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.

BETTY PATRICIA DAVIS, late of 54 Thomas Street, Noble Park, 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 the personal representative, Lee Nobes Gell, to send particulars to him, care of the undermentioned solicitors, by 19 October 2022, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

PAMELA MARY HANCOCK, late of 96 Bright Street, California Gully, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 November 2021, are required by the personal representative, John Richard Dalton, to send particulars to him, care of the undermentioned solicitors, by 20 October 2022, after which date the personal representative may

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

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

SIMPSON ALLAN STERCK, late of 11 Old Heathcote Road, Redcastle, carpenter, deceased.

Creditors, next-of-kin and all others having claims in the respect of the estate of the abovenamed deceased, who died on 6 December 2020, are required by the executor, Kerrie Ann Beggs, to send particulars of their claims to the trustee, care of the undermentioned solicitors, by a date not later than 60 days from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

BOWLEN DUNSTAN & ASSOCIATES PTY,
ACN 068 823 192, solicitors for the applicant,
38 Beetham Parade, Rosanna 3084.

Ph: 03 9459 5755.

Contact: A. Bowlen.

SURKIC VLADIMIR, late of 1/76 Lower Plenty Road, Rosanna, florist, deceased.

Creditors, next-of-kin and others having claims in the respect of the estate of the abovenamed deceased, who died on 4 November 2021, are required by the executors, Samantha Michelle Surkic, Damian Frank Surkic and Bridget Michelle Surkic, to send particulars to their claims to the trustees, care of the undermentioned solicitors, by a date not later than 60 days from the date of publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

BOWLEN DUNSTAN & ASSOCIATES PTY,
ACN 068 823 192, solicitors for the applicants,
38 Beetham Parade, Rosanna 3084.

Ph: 03 9459 5755.

Contact: A. Bowlen.

Re: ELSA ALICANDRO, late of 53 Evell Street, Glenroy, Victoria, deceased.

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

who died on 3 June 2022, are required by the trustee, Roberta Alicandro, to send particulars to the trustee, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: NAZZARENO CALLEJA, also known as Reno Calleja, late of 120 Neale Road, Deer Park, Victoria 3023, factory worker, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the said deceased, who died on 26 March 2022, are required by Mary-Carmen Calleja, also known as Mary Carmen Calleja, Mark Joseph Calleja and Glenn Michael Calleja, the executors of the estate of the deceased, to send particulars of their claims to the said executors, care of the undermentioned legal practitioners, within two months from the date of publication of this notice, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

HARTLEYS LAWYERS,
461 Ballarat Road (PO Box 227), Sunshine,
Victoria 3020.

Re: BRIAN ANDREW MILLS, late of 2 Gilway Rise, Greensborough, Victoria 3088, public servant, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the said deceased, who died on 2 March 2022, are required by Eloise Kirsteen Parker, Alasdair Andrew Mills and Clarissa Myra Mills, the executors of the estate of the deceased, to send particulars of their claims to the said executors, care of the undermentioned legal practitioners, within two months from the date of publication of this notice, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

HARTLEYS LAWYERS,
461 Ballarat Road (PO Box 227), Sunshine,
Victoria 3020.

Re: DOROTHY MARY CARROLL, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 August 2022, are required by the trustee, Jennifer Anne Feltham, care of Henderson & Ball, lawyers, Level 1, 5 Wellington Street, Kew, to send particulars to the trustee by 18 October 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

HENDERSON & BALL,
Level 1, 5 Wellington Street, Kew 3101.

Re: Estate of JOHN GEORGE ROSS, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of JOHN GEORGE ROSS, late of 380 Woods Point Road, East Warburton, in the State of Victoria, deceased, who died on 27 May 2022, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 5 October 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: JULIA EILEEN ROMANIOTIS, late of 400 Waverley Road, Malvern East, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 August 2021, are required by the trustee, Katherine Elizabeth Romaniotis, to send particulars to the trustee, care of the undermentioned solicitors, by 18 October 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.

KHQ LAWYERS,
Level 4, 600 Bourke Street, Melbourne,
Victoria 3000.

PATRICIA MARGARET JOYCE
PITTORINO, late of Heritage Gardens,
325 Canterbury Road, Bayswater North,
Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 June 2022, are required by the executors, Anthony William Donald Pittorino and Paul Thomas Pittorino, to send particulars to them, care of the undermentioned solicitors, by 18 October 2022, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

K & C LAW GROUP, solicitors,
Level 14, 350 Queen Street, Melbourne,
Victoria 3000.

Re: GAYLE LOIS ANDERSON, late of 4 Liddle Way, Vermont, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 January 2022, are required by the trustee, Sharni Maree Fluitsma, to send particulars to the trustee, care of the undermentioned solicitors, by Tuesday 18 October 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.

MAHONS with Yuncken & Yuncken, solicitors,
Level 1, 177 Surrey Road, Blackburn 3130.
AJM:2220124.

Re: MARJORIE ADA COX, late of 38–40 Ascot Street South, Altona Meadows, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 September 2021, are required by the executor, Malcolm Edward Cox, to send particulars of such claims to him at the undermentioned address by 18 October 2022, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

Malcolm Edward Cox, care of
MAURICE BLACKBURN LAWYERS,
Level 21, 380 La Trobe Street, Melbourne 3000.
Tel: 03 9605 2700. Ref: ZTAPP/5676792.

Re: CHRISTINE ETHEL FLACK, late of Unit 21, 5 Canal Road, Paynesville, Victoria.

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

who died on 30 August 2021, are required by the administrator, Deborah Ann Arnold, to send particulars of such claims to her at the undermentioned address by 18 October 2022, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

Deborah Ann Arnold, care of
MAURICE BLACKBURN LAWYERS,
Level 21, 380 La Trobe Street, Melbourne 3000.
Tel: 03 9605 2700. Ref: ZTAPP/5661406.

JEAN CAMERON ASHTON, late of Stretton Park Hostel, Kent Street, Maffra, and previously 68 Queen Street, Maffra, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 6 June 2021, are required by the executors, Meredith Ashton and David McKenzie, to send particulars to David McKenzie, PO Box 335, Williamstown 3016, by 20 October 2022, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

Re: ALECK MILLER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 March 2022, are required by the personal representatives, Karen Ann Kaye and Barbara Marilyn Pitt, to send particulars to the personal representatives, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 18 October 2022, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which the personal representatives have notice.

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

Estate of ANNE ELIZABETH WALSHE.

Creditors, next-of-kin and others having claims in respect of the estate of ANNE ELIZABETH WALSHE, late of 39 Larnook Street, Prahran, Victoria, deceased, who died on 7 February 2022, are required by the executors, John Brian Walshe, Anthony John Walshe and Daniel John Molloy, to send particulars

of their claims to the executors, care of the undermentioned solicitors, by 19 October 2022, after which date the executors will convey or distribute the assets, having regard only to the claims of which the executors then have notice.

MOORES,

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

CRAIG PETER GRATION, late of 17–23 Burgess Road, Kilmore, Victoria 3764, Australia, operations manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 6 October 2021, are required by the administrator, Jodie Louise Gration, care of Perpetuity Legal, Level 11, 456 Lonsdale Street, Melbourne, Victoria 3000, to send particulars of their claims to her by 27 October 2022, after which date the administrator may convey or distribute the assets and distribute the estate, having regard only to the claims of which she then has notice. Letters of Administration were granted in Victoria on 17 June 2022.

PERPETUITY LEGAL,

Level 11, 456 Lonsdale Street, Melbourne,
Victoria 3000.

Ph: 03 9070 9883. Contact: Lav Chhabra.

HELMUT ALFRED THOREI, late of Apartment 10A, 29 Queens Road, Melbourne, Victoria, company director, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 April 2022, are required by the executor, Rachael Grabovic, to send particulars of their claims to her, care of the undermentioned solicitors, by 21 October 2022, after which date the executor will distribute the assets, having regard only to the claims of which she then has notice.

RIGBY COOKE LAWYERS,

Level 11, 360 Elizabeth Street, Melbourne,
Victoria 3000.

Creditors, next-of-kin and others having claims in respect of the estate of NORMAN ALEXANDER TRIGG, late of 21 Garwain Parade, Glen Waverley, Victoria 3150, deceased,

who died on 15 July 2021, are required by the executor, Michelle Christine Veronica Trigg, to send particulars of their claims to the undermentioned solicitors, by a date not later than two months from the date of publication of this advertisement, after which date the said executor will convey or distribute the assets, having regard only to the claims of which she then has notice. Probate was granted in Victoria on 1 November 2021.

ROSS LEGAL PTY LTD, solicitors,

Suite 5, 1182 Burwood Highway, PO Box 7065,
Upper Ferntree Gully, Victoria 3156.

Contact: Christiana Aprozanu.

Re: ELDA PORTA, late of 5 Haig Street, Mornington, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 October 2021, are required by Aldo Domenic Russo, the trustee of the estate of the deceased, to send particulars of their claims to him, care of the undermentioned lawyers, by 25 October 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

JOAN MAUREEN KEAN, deceased.

Pursuant to the **Trustee Act 1925** (laws of England and Wales) any persons having a claim against or an interest in the estate of the abovenamed, late of Scrabo Isles Nursing Home, 61 Manse Road, Newtownards, County Down BT23 4TP, Northern Ireland, United Kingdom, formerly of 41 Old Forge Lane, Newtownards, County Down, Northern Ireland, United Kingdom, who died on 13 March 2020, are required to send written particulars thereof to the undersigned on or before 20 October 2022, after which date the estate will be distributed, having regard only to the claims and interests of which they have had notice.

STEPHEN PERROTT & CO.,

49 High Street, Holywood BT18 9AB,
Northern Ireland, United Kingdom.

WILLEM VAN HEERWAARDEN, late of Unit 4, 1034 Nepean Highway, Mornington, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 March 2022, are required by the executor, Richard Van Heerwaarden, to send particulars to him, care of the undermentioned solicitors, by 24 October 2022, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: YELWOR JOY KING, late of 944 Minhamite–Caramut Road, Caramut, Victoria 3274, grazier, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 September 2019, are required by the executors and trustees, Timothy Jason King, Gregory David Rowley King and Petrina Joy Cannon, to send particulars to them, care of the undermentioned solicitors, by 18 October 2022, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

TAITS LEGAL,
Shop 3, 32 Bank Street, Port Fairy, Victoria 3284.

BETTY ELSIE BENSON, deceased, late of 17 Amaroo Way, Newborough, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 July 2021, are required by the personal representative, Robert Jeffrey Alan Kiddell, of 46 Haigh Street, Moe, to send particulars to him, care of the undermentioned solicitors, by 17 October 2022, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

VERHOEVEN & CURTAIN SOLICITORS,
Suite 2, 46 Haigh Street, Moe 3825.

RUDOLF FRANZ TASTL, late of Tabulam and Templer Homes for the Aged, 31–41 Elizabeth Street, Bayswater, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 June 2022, are required by the executor, Veronica Tuenker of PO Box 29, Camperdown, Victoria 3260, to send particulars to her by 9 December 2022, after which date she may convey or distribute the assets, having regard only to the claims of which she then has notice. Probate granted on 11 August 2022.

SHIRLEY JEAN GLEESON, late of 264 Diamond Creek Road, Greensborough, Victoria, home duties, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the deceased, who died on 14 March 2022, are required by the executor, Jenifer Wilson, to send particulars of such claims 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 regard only to the claims of which the executor then has notice.

WAINWRIGHT RYAN EID LAWYERS,
Level 4, 530 Lonsdale Street, Melbourne 3000.

Re: Estate of IRENE ANNIE YOUNG, late of Kelaston Aged Care, Park Street, Wendouree, Victoria, retired nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 June 2022, are required by the trustee, Robert William Young, to send particulars to the trustee, in care of the undersigned, by 18 October 2022, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WILLETT LAWYERS PTY LTD,
PO Box 2196, Spotswood, Victoria 3015.

GWENDOLINE MARY MOORE, late of Blue Cross Karinya Grove, 3 Aberdeen Street, Sandringham, Victoria 3191, Australia, nurse, deceased.

Creditors, next-of-kin, and others having claims in respect of the estate of the deceased, who died on 31 March 2022, are required by the trustees, Mary Katherine Moore and Kevin Joseph Moore, care of PO Box 497, Yarra Junction, Victoria 3797, to send particulars of

their claims to them by 18 October 2022, after which date the trustees 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 in Victoria on 13 July 2022.

Dated 18 August 2022

YARRA VALLEY LEGAL PTY LTD,
solicitors,
PO Box 497, Yarra Junction, Victoria 3797.

information. Alternately, you can contact the Sheriff's Office Victoria Real Estate Section at realestatesection@justice.vic.gov.au

SHERIFF OF VICTORIA

ADVERTISEMENT OF ONLINE AUCTION BY THE SHERIFF

On Thursday 22 September 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.

Glenn Andrew Cooper of 23 Galway Street, Seaford, Victoria, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11692 Folio 671, more particular as Lot 2 on Plan of subdivision 726404C, which is vacant land and known as Unit 2, 698 Nepean Highway, Carrum, Victoria 3197.

The following recordings in the Register affect or may affect the land as at 1 August 2022:

- Section 173 of the **Planning and Environment Act 1987**, Agreement AM704515Q;
- Owners Corporation 1 Plan No. PS726404C.

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

Note: This property is subject to GST.

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 of 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

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES****Horsham Rural City
Council** urban rural balance**Road Management Act 2004****NOTICE OF INTENTION TO AMEND ROAD MANAGEMENT PLAN**

Horsham Rural City Council (Council) gives notice pursuant to section 54(2) of the **Road Management Act 2004** of its intention to amend its Road Management Plan (RMP). The proposed amendment follows a review of the RMP during 2021–22 which was received and noted by Council at its meeting on 25 July 2022.

The purpose of the proposed amendment is to give effect to administrative improvements which will enhance Council's road management processes and practices to ensure compliance, including enhancements to local laws processes and management of fire access tracks.

The roads, classes of road and road-related infrastructure affected by the proposed amendment are listed in the written report regarding the review of the RMP.

The written report including the proposed amendments may be obtained or inspected at the Civic Centre in Roberts Avenue, Horsham, or on Council's website www.hrcc.vic.gov.au

Any person 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 the Manager Strategic Asset Management, PO Box 511, Horsham, Victoria 3400, and must be received by 5 pm Friday 16 September 2022. Submissions may also be hand delivered to the Civic Centre or emailed to council@hrcc.vic.gov.au

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.

SUNIL BHALLA
Chief Executive Officer

**Erratum****Notice of Road Discontinuance**

On 22 June 2017, Maroondah City Council gave notice in edition G25 of the Victoria Government Gazette (Gazetted Notice) of its resolution to discontinue the road and sell part of the road abutting 41 Windsor Road, Croydon, being part of the land contained in Certificate of Title Volume 11588 Folio 336 shown hatched on the plan contained in that notice.

The following supersedes the second paragraph of that Gazetted Notice:

'The road is to be sold subject to any right, power or interest held by Yarra Valley Water Corporation, Multinet Gas, Ausnet Services and Telstra Corporation Ltd in connection with sewers, drains, pipes, wires or cables under the control of those authorities in the Road.'

STEVE KOZLOWSKI
Chief Executive Officer
Maroondah City Council



GLEN EIRA
CITY COUNCIL

INCLUSION OF TREES IN THE CLASSIFIED TREE REGISTER

On 9 August 2022, under subclause 16(1)(a) of the Classified Tree Local Law (the Local Law), Glen Eira City Council resolved to include the trees listed in each item to the Schedule to this notice, nominated under subclause 11(1) of the Local Law, in the Classified Tree Register.

Schedule

Item	Tree	Location
1.	Yellow Gum (<i>Eucalyptus leucoxylon</i>) No. 1 of 6	Foch Street, alongside EE Gunn Reserve, Ormond
2.	Yellow Gum (<i>Eucalyptus leucoxylon</i>) No. 2 of 6	Foch Street, alongside EE Gunn Reserve, Ormond
3.	Yellow Gum (<i>Eucalyptus leucoxylon</i>) No. 3 of 6	Foch Street, alongside EE Gunn Reserve, Ormond
4.	Yellow Gum (<i>Eucalyptus leucoxylon</i>) No. 4 of 6	Foch Street, alongside EE Gunn Reserve, Ormond
5.	Yellow Gum (<i>Eucalyptus leucoxylon</i>) No. 5 of 6	Foch Street, alongside EE Gunn Reserve, Ormond
6.	Yellow Gum (<i>Eucalyptus leucoxylon</i>) No. 6 of 6	Foch Street, alongside EE Gunn Reserve, Ormond
7.	Mexican Fan Palm (<i>Washingtonia robusta</i>) No. 1 of 2	487 Neerim Road, Murrumbeena
8.	Mexican Fan Palm (<i>Washingtonia robusta</i>) No. 2 of 2	487 Neerim Road, Murrumbeena
9.	Tallowwood (<i>Eucalyptus microcorys</i>) No. 1 of 3	487 Neerim Road, Murrumbeena
10.	Tallowwood (<i>Eucalyptus microcorys</i>) No. 2 of 3	487 Neerim Road, Murrumbeena
11.	Tallowwood (<i>Eucalyptus microcorys</i>) No. 3 of 3	487 Neerim Road, Murrumbeena
12.	Spotted Gum (<i>Corymbia maculata</i>)	487 Neerim Road, Murrumbeena
13.	Pin Oak (<i>Quercus palustris</i>)	554 Neerim Road, Murrumbeena
14.	Hybrid Strawberry Tree (<i>Arbutus X andrachnoides</i>)	554 Neerim Road, Murrumbeena

CHRISTIAN RENAUD
Authorised Officer



Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

Notice of the Preparation of an Amendment

Amendment C203king

The Kingston City Council has prepared Amendment C203king to the Kingston Planning Scheme.

The land affected by the Amendment is generally all residentially zoned land and all land affected by Schedules 1 and 7 of the Design and Development Overlay. Excluded from the Amendment are properties within the Chelsea Structure Plan investigation area, Schedule 3 of the General Residential Zone outside the Urban Growth Boundary and Schedule 2 of the Residential Growth Zone.

The Amendment proposes to implement the *Housing Strategy and Neighbourhood Character Study, 2021* and the *Landscape Character Assessment: Character Analysis and Landscape Guidelines, 2021* by making changes to zones, overlays and policies generally affecting residential areas.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at: during office hours, at the office of the planning authority Kingston City Council, Planning Counter, 1230 Nepean Highway, Cheltenham; during operating hours, at the following locations: Chelsea Library, 1 Chelsea Road, Chelsea; Cheltenham Library, 12 Stanley Avenue, Cheltenham; Clarinda Library, 58 Viney Street, Clarinda; Dingley Village Library, Harold Box Hall, 31C Marcus Road, Dingley Village; Highett Library, 310 Highett Road, Highett; Moorabbin Library, Shop 5, 1 Taylor Street, Moorabbin; Parkdale Library, 96 Parkers Road, Parkdale; Patterson Lakes Library, 54 Thompson Road, Patterson Lakes; Westall Library, 35 Fairbank Road, Clayton South; the Kingston City Council website at: yourkingstonyoursay.com.au/c203; and at the Department of Environment, Land,

Water and Planning website 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 29 September 2022. A submission must be sent to: online: at yourkingstonyoursay.com.au/c203; or post: City of Kingston, Strategic Planning, PO Box 1000, Mentone, Victoria 3194; or email: strategicplanning@kingston.vic.gov.au

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.

PAUL MARSDEN
Manager City Strategy
Kingston City Council

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

BARR, Barbara Ann, late of James Barker House, 64 Buckley Street, Footscray, Victoria 3011, deceased, who died on 17 February 2022.

GALLAGHER, Brian Roy, late of 1 Olivers Road, Benalla, Victoria 3671, deceased, who died on 6 December 2021.

GIAMBELLO, Giuseppe Salvatore, late of Gilgunja Residential Aged Care, 23 Harding Street, Coburg, Victoria 3058, pensioner, deceased, who died on 30 June 2022.

HOOPER, Gerald Brian, late of Unit 46, 5 Kayak Course, Delahey, Victoria 3037, deceased, who died on 4 March 2022.

PARSONS, Clive, late of Unit 3, 7 Shields Court, Bacchus Marsh, Victoria 3340, deceased, who died on 11 March 2022.

Dated 9 August 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 19 October 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.

FREEMAN, John Lionel, also known as John Freeman, late of Unit 39, 96 Gisborne Road, Bacchus Marsh, Victoria 3340, deceased, who died on 9 March 2022.

GRANT, Enid Wilma Fay, also known as Fay Grant, late of Holmwood Aged Care, 17–19 Lalors Road, Healesville, Victoria 3777, deceased, who died on 14 January 2022.

INGGALL, Edward Frederick, also known as Edward Inggall and Edward Fredrick Inggall, late of Newmans On The Park, 33 Newmans Road, Templestowe, Victoria 3106, retired, deceased, who died on 26 April 2021.

JANSZ, Ralston Gordon, also known as Ralston Gordon Carlyle Jansz, late of 58 Hillside Avenue, Dandenong North, Victoria 3175, deceased, who died on 28 February 2022.

MATHEWS, Geoffrey Howard, late of Calvary Lower Plenty Garden Views, 390 Main Road, Lower Plenty, Victoria 3093, pensioner, deceased, who died on 1 February 2022.

STAMPOLIDIS, George, late of Ron Conn Nursing Home, 33 Westminster Drive, Avondale Heights, Victoria 3034, deceased, who died on 9 April 2022.

Dated 10 August 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 24 October 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.

BANNISTER, Irene, also known as Rene Bannister, late of 9 Waratah Close, Cowes, Victoria 3922, retired, deceased, who died on 22 April 2022.

BLOOM, Richard, late of Unit 320, 85 Market Street, South Melbourne, Victoria 3205, deceased, who died on 30 November 2021.

DIXON, Michael, also known as Michael John Dixon and Michael John Jungarrayi Dixon, late of 2 Belle Vue Court, Shepparton, Victoria 3630, deceased, who died on 16 December 2021.

KERCHEVAL, Valerie Elizabeth, late of Holloway Hostel, 1 Rotary Drive, Keilor East, Victoria 3033, deceased, who died on 4 March 2022. Date of Grant 12 August 2022.

LE, Mark, also known as Mark Lee, late of Unit 9, 277 Dorcas Street, South Melbourne, Victoria 3205, deceased, who died on 18 October 2021.

LEE, Frank David, late of 44 Market Street, Kensington, Victoria 3031, deceased, who died on 7 April 2022.

NOONAN, Gregory Matthew, late of Unit 5, 82 Moreland Street, Footscray, Victoria 3011, deceased, who died on 31 December 2021.

SPITZ, Kevin Neil, late of Unit 02, 15–17 Malahang Parade, Heidelberg West, Victoria 3081, deceased, who died on 25 February 2022.

TAYLOR, Steven Leslie, also known as Steven Taylor, late of 8 Gould Terrace, Marysville, Victoria 3779, deceased, who died on 7 November 2021.

WILLIAMS, John Robert, also known as John Williams, late of 73 Nicholson Street, Orbost, Victoria 3888, deceased, who died on 1 November 2021.

Dated 15 August 2022

HUMAN RIGHTS LIST EXEMPTION

Application No. H135/2022

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Safe Steps Family Violence Response Centre (the applicant). The application was amended by the applicant, and now seeks an exemption to enable the applicant to advertise for and employ only people who identify as woman, in all roles within its organisation (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Tina Dimitriadis, Director of Operations dated 11 May 2022, and after taking the oral evidence of Tina Dimitriadis provided at the directions hearing on 26 July 2022, I am satisfied that it is appropriate to grant an exemption from sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal notes:

- The applicant is the only 24/7 not-for-profit family violence crisis service in Victoria. As first responders for victim survivors of family and domestic violence, the organisation provides information and referral services, crisis response services, specialist family violence risk assessment, safety and planning, supported crisis accommodation and refuge access, and advocacy on family violence issues historically and emerging.
- The applicant receives over 86,000 calls annually and makes 94,000 outbound calls supporting victim survivors. In addition to the 24/7 phone line, the applicant also operates a webchat services Monday to Friday 9 am to midnight.
- Due to the gendered nature of family violence, the overwhelming majority of victim survivors contacting the applicant identify as women.
- The applicant employs up to 120 staff, primarily in front-line positions working directly with women and children to provide crisis services. Corporate staff, not primarily working as front-line staff, are also required, when needed, to support services across the organisation, including client contact via phones and delivering goods and services to client's homes or safe accommodation including refuges and motels.
- Due to the serious and sensitive nature of family violence, and the risk of triggering further trauma with clients, all existing frontline and corporate staff identify as women. Many staff are survivors of abuse themselves.
- Predominantly, the women who use the applicant's services have suffered violence and abuse at the hands of male perpetrators. Therefore, there is a very real risk that due to their lived experience, clients could be further traumatised and be reluctant to disclose information about their situation to a male worker. There is also the risk that fewer women experiencing family violence would seek assistance if there was a chance they would encounter a male worker.
- The applicant has been granted an exemption for similar exempt conduct in 2003, 2009, 2001 and 2017.
- The Victorian Equal Opportunity and Human Rights Commission has communicated with the applicant in relation to the amended wording of the exempt conduct, and has informed the Tribunal it did not seek leave to intervene in this application.
- While I accept the applicant's services are special services for special needs as set out in section 88 of the Act, and I accept the front-line employment positions come under the exception in section 28, I am not satisfied that all employment positions within the applicant's organisation would come under the exceptions in the Act. Therefore, in the absence of an exemption, the exempt conduct would amount to prohibited discrimination.
- Given the vulnerable target group for the services offered, and in order to avoid the risk of triggering further trauma, and the risk that fewer women would seek support and services from the applicant, I am satisfied the services offered by the applicant can be most effectively provided by an organisation that employs only people who identify as woman.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (the Charter). This exemption limits the right to equality, and in particular the right to equal and effective protection against discrimination of persons who do not identify as women,

who wish to be employed by the applicant. I note this exemption will not preclude potential job seeker from seeking employment with other services. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

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

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 18 August 2027.

Dated 18 August 2022

C. THWAITES
Member

Electoral Act 2002

APPLICATION FOR REGISTRATION OF A POLITICAL PARTY

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

Name of party: Australian Federation Party Victoria

Abbreviation of party name: Ausfeds Victoria

Name of proposed registered officer: John McBride

Address of proposed registered officer: 59A Powell Drive, Hoppers Crossing, Victoria 3029

AUS**FEDS**

Proposed party logo:



The application is signed by the secretary of the party.

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

- it is not an eligible political party under the provisions of Part 4 of the Act;
- the application is not properly completed as required under section 45 of the Act;
- the party's name is not allowable under section 47 of the Act;
- the party's logo is not allowable under section 47A of the Act

may object by email to rppregistration@vec.vic.gov.au or by writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 19 September 2022.

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

Enquiries to: Amit Desai by email to rppregistration@vec.vic.gov.au

Dated 18 August 2022

WARWICK GATELY, AM
Electoral Commissioner
Victorian Electoral Commission

Electoral Act 2002**APPLICATION TO CHANGE A REGISTERED POLITICAL PARTY'S LOGO**

In accordance with sections 49 and 51(3) of the **Electoral Act 2002** (the Act), I hereby give notice of the following application to change the logo of a registered political party.

Name of party: Democratic Labour Party

Current logo:



Proposed logo:



The application is signed by the Secretary of the party.

Any person who believes that the party's logo should not be changed because the proposed logo is not allowable under section 47A of the Act may object by email to rppregistration@vec.vic.gov.au or writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 19 September 2022.

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

Enquiries to: Amit Desai by email to rppregistration@vec.vic.gov.au

Dated 18 August 2022

WARWICK GATELY, AM
Electoral Commissioner
Victorian Electoral Commission

Electoral Act 2002**APPLICATION FOR REGISTRATION OF A POLITICAL PARTY**

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

Name of party: Fusion: Science, Pirate, Secular, Climate Emergency

Abbreviation of party name: Fusion

Initials of party name: FUS

Name of proposed registered officer: Kammy Cordner Hunt

Address of proposed registered officer: 254 McLeod Lane, Mansfield, Victoria 3722

Proposed party logo:



The application is signed by the secretary of the party.

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

- it is not an eligible political party under the provisions of Part 4 of the Act;
- the application is not properly completed as required under section 45 of the Act;
- the party's name is not allowable under section 47 of the Act;
- the party's logo is not allowable under section 47A of the Act

may object by email to rppregistration@vec.vic.gov.au or by writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 19 September 2022.

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

Enquiries to: Amit Desai by email to rppregistration@vec.vic.gov.au

Dated 18 August 2022

WARWICK GATELY, AM
Electoral Commissioner
Victorian Electoral Commission

Electoral Act 2002

APPLICATION FOR REGISTRATION OF A POLITICAL PARTY

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

Name of party: Legalise Marijuana Party

Abbreviation of party name: Legalise Marijuana

Initials of party name: LMP

Name of proposed registered officer: Gurmeet Kaur

Address of proposed registered officer: 183 Albert Street, Reservoir, Victoria 3073

Proposed party logo:



The application is signed by the secretary of the party.

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

- it is not an eligible political party under the provisions of Part 4 of the Act;
- the application is not properly completed as required under section 45 of the Act;
- the party's name is not allowable under section 47 of the Act;
- the party's logo is not allowable under section 47A of the Act

may object by email to rppregistration@vec.vic.gov.au or by writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 19 September 2022.

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

Enquiries to: Amit Desai by email to rppregistration@vec.vic.gov.au

Dated 18 August 2022

WARWICK GATELY, AM
Electoral Commissioner
Victorian Electoral Commission

Electoral Act 2002**APPLICATION FOR REGISTRATION OF A POLITICAL PARTY**

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

Name of party: Restore Democracy Sack Dan Andrews Party

Abbreviation of party name: Sack Dan Andrews Restore Democracy

Name of proposed registered officer: Berke Yolcu

Address of proposed registered officer: 130A Murray Street, Colac, Victoria 3250

Proposed party logo:



The application is signed by the secretary of the party.

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

- it is not an eligible political party under the provisions of Part 4 of the Act;
- the application is not properly completed as required under section 45 of the Act;
- the party's name is not allowable under section 47 of the Act;
- the party's logo is not allowable under section 47A of the Act

may object by email to rppregistration@vec.vic.gov.au or by writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 19 September 2022.

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

Enquiries to: Amit Desai by email to rppregistration@vec.vic.gov.au

Dated 18 August 2022

WARWICK GATELY, AM
Electoral Commissioner
Victorian Electoral Commission

Electricity Industry Act 2000**NOTICE OF GRANT OF LICENCE TO GENERATE AND SELL ELECTRICITY**

The Essential Services Commission (the commission) gives notice under section 30(a) of the **Electricity Industry Act 2000** (Vic.) (Industry Act) that, pursuant to section 19(1) of the Industry Act, the commission has granted Hazelwood BESS Project Co Pty Ltd, ACN 643 891 703, a licence to generate electricity for supply or sale, and to sell electricity to the wholesale electricity market.

The licence was issued on 10 August 2022 and is granted 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

Essential Services Commission Act 2001**NOTICE OF REVOCATION OF ELECTRICITY DISTRIBUTION 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 revoked the Electricity Distribution Code of Practice (version 14), with effect from 1 October 2022.

KATE SYMONS
Chairperson

Essential Services Commission Act 2001**NOTICE OF MAKING OF ELECTRICITY DISTRIBUTION 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 Electricity Distribution Code of Practice with effect from 1 October 2022.

A copy of the Electricity Distribution 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

ENERGY DISTRIBUTION CODE OF PRACTICE**Version 1**

To take effect 1 October 2022

Table of Contents

Part 1	Preliminary
1.	This Code of Practice
2.	Interpretation
Part 2	Relations With Customers And Retailers
3.	Connection of supply
4.	Undergrounding of assets
5.	Contestable services
6.	Metering
7.	Customer obligations
8.	Use of system agreements with retailers
9.	Deemed distribution contracts with customers
10.	Immunity for failure to take supply of electricity
11.	Interruption of supply
12.	Life support equipment
13.	Reliability targets
14.	Guaranteed service levels
15.	Non-compliance by distributors and customers
16.	Disconnection of supply
17.	Reconnection of supply
18.	Complaints and dispute resolution
Part 3	Technical Obligations
19.	Asset management and planning
20.	Quality of supply
21.	Embedded generating units
Part 4	Administrative Provisions
22.	Emergency response plans
23.	Regulatory reviews
24.	Standards and Procedures
25.	Provision of information

Schedule 1	Civil Penalty Requirements
Schedule 2	Information Regarding Quality Of Supply
Schedule 3	Standard Nominal Voltage
Schedule 4	Voltage Variation Compensation
Schedule 5	Transitional Provisions

Part 1 Preliminary**1. This Code of Practice****1.1. Purpose**

The objectives of this Code of Practice are:

- (a) to regulate the following activities so that they are undertaken in a safe, efficient and reliable manner:
 - (i) the *distribution* of electricity by a *distributor* for *supply* to its *customers*; and
 - (ii) the *connection* of an *electrical installation* or *embedded generating unit* to the *distribution system*.
- (b) to regulate the *disconnection* of, and *planned* and *unplanned interruptions* of *supply* to, *customers*;
- (c) to provide protections against *disconnection* and *interruption* of *supply* to *life support customers*, consistently with the protections afforded under Part 2, Division 5C of the *Act*;
- (d) to regulate the activities of *exempt distributors*; and
- (e) to promote the long term interests of Victorian consumers.

1.2. Date of effect

This Code of Practice takes effect on 1 October 2022.

1.3. Application**1.3.1. This Code of Practice is made under section 47(1) of the Essential Services Commission Act 2001.**

Note: This code of practice replaces the Electricity Distribution Code (version 14) as was deemed to be a code of practice pursuant to section 76(1)(d) of the **Essential Services Commission Act 2001**.

1.3.2. This Code of Practice applies to an exempt distributor:

- (a) where a clause states that it applies to an *exempt distributor*, in which case a reference in that clause:
 - (i) to a *distributor* includes an *exempt distributor* to the extent that it supplies electricity to one or more *customers*;
 - (ii) to a *customer* includes a person whose *electrical installation* is connected to the *exempt distributor's distribution system* or who seeks to have its *electrical installation* connected to the *exempt distributor's distribution system*; and
- (b) where an *exempt distributor* is a *customer* of a *distributor*, to the extent that this Code of Practice confers any right or imposes any obligation upon a *customer*.

1.4. Exemption from compliance with this Code of Practice**1.4.1. A person who is subject to any obligation under this Code of Practice may apply to the Commission for an exemption from complying with one or more provisions of this Code of Practice.****1.4.2. Upon receipt of an application, if the Commission considers it appropriate to do so, it may exempt the person from complying from one or more provisions of this Code of Practice for a specified period.****1.4.3. Any exemption granted under clause 1.4.2:**

- (a) may exempt the person from complying with a provision of this Code of Practice either wholly or to a specified extent; and
- (b) may be granted unconditionally or on such conditions as the *Commission* considers appropriate in order to avoid the exemption causing undue risk to *customers*, *life support residents*, *distributors*, *embedded generators* and other industry participants.

1.5. Permitted variations for large customers

- 1.5.1. A *distributor* may enter into a written agreement with a *large customer* to expressly vary their respective rights and obligations under this Code of Practice.
- 1.5.2. An agreement entered into under clause 1.5.1 must not reduce the rights or increase the obligations of the *large customer* without giving benefits of equal value, whether financial or otherwise.
- 1.5.3. A *distributor* must notify the *Commission* of any agreement made pursuant to clause 1.5.1 within 14 *business days*, such notification identifying:
- (a) the right or obligation varied by the agreement; and
 - (b) the *large customer* that is party to the agreement.
- 1.5.4. Where an agreement is entered into pursuant to clause 1.5.1, this Code of Practice applies to the *distributor* and the *large customer*, as varied by the agreement, but only if the *distributor* has notified the *Commission* in accordance with clause 1.5.3.

2. Interpretation

2.1. Glossary

In this Code of Practice:

-100% means 0 Volts.

+20% means 1.2 times the *relevant voltage*.

+50% means 1.5 times the *relevant voltage*.

+80% means 1.8 times the *relevant voltage*.

acceptable identification – in relation to:

- (a) a *residential customer* includes one of the following: a driver's licence, a current passport or other form of photographic identification, a birth certificate, a Pensioner Concession Card or other current entitlement card issued under the law of the Commonwealth or of a State or Territory;
- (b) a *business customer* which is a sole trader or a partnership includes one of the forms of identification for a *residential customer* for each of the individuals who conduct the business; or
- (c) a *business customer* which is a company, the company's Australian Company Number or Australian Business Number.

Act means the **Electricity Industry Act 2000**.

active energy means the time integral for the product of *voltage* and the in-phase component of current flow.

active power means the rate at which *active energy* is supplied.

advanced metering infrastructure has the same meaning given to it in section 46B of the *Act*.

AEMO means the Australian Energy Market Operator Limited, ACN 072 010 327.

AER means the Australian Energy Regulator, which is established by section 44AE of the **Competition and Consumer Act 2010** (Cth).

AER Distribution Reliability Measures Guideline means the Distribution Reliability Measures Guideline published by the *AER* as amended from time to time.

apparent power means the square root of the sum of the squares of the *active power* and the *reactive power*.

approved pricing proposal means a *distributor's* pricing proposal approved by the *AER* under clause 6.18.8 of the *NER*.

augmentation of a *distribution system* means work to enlarge the system or to increase its capacity to *distribute* electricity.

Australian Standard or '**AS**' or '**AS/NZS**' means a standard published by Standards Australia.

best endeavours in relation to a person, means the person must act in good faith and do all that is reasonably necessary in the circumstances.

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

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

CAIDI means Customer Average Interruption Duration Index, and is calculated as described in the *AER Distribution Reliability Measures Guideline*.

CBD means a central business district.

CBD feeder means a *feeder supplying* Melbourne central business district as determined from zone substation coverage maps and as agreed by the *Commission*.

code red day means a day declared by the Emergency Management Commissioner under the **Emergency Management Act 2013** as a code red day.

Commission means the Essential Services Commission established by the **Essential Services Commission Act 2001**.

complaint means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by a *distributor*, its employees or contractors. This includes failure by a *distributor* to observe its published practices or procedures.

confirmation reminder notice, means a notice to remind a *customer* to provide *medical confirmation* in respect of any *life support resident*, as required under clause 12.3.

connect means to make and maintain contact between the electrical systems of two persons allowing the *supply* of electricity between those systems, and includes *energisation* unless expressly excluded.

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

connection applicant has the same meaning as in Chapter 5A of the *NER*.

connection application means an application under clause 5A.D.3 of the *NER* or an 'application to connect' within the meaning of Chapter 10 of the *NER*.

connection contract means a 'connection agreement' or a 'connection contract' as those terms are defined in the *NER*.

connection offer has the same meaning as in Chapter 5A of the *NER*.

connection service has the same meaning as in Chapter 5A of the *NER*.

customer means a person whose *electrical installation* is *connected* to, or who may want to have its *electrical installation connected* to, the *distributor's distribution system*, and includes an *embedded generator*.

deemed distribution contract means the contract deemed to have been entered between the *distributor* and each retail *customer* by section 40A(5) of the *Act* and includes any variation of a *deemed distribution contract* under section 40A(8) of the *Act*.

default use of system agreement means a form of *use of system agreement* approved by the *Commission* under clause 8.2.2 of this Code of Practice.

demand means the *active power* or *apparent power* consumed by a *customer* in respect of an *electrical installation* integrated over a five, fifteen or thirty minute period.

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 *distributor* to inform a *customer* that their *life support customer 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 notice.

disconnect means to break contact between the electricity systems of two persons to prevent the *supply* of electricity between those systems.

disconnection warning notice means a written notice issued by a *distributor* to inform a *customer* of its intention to *disconnect the customer* under clause 16.2.1(b) or clause 16.3.2(c) of this Code of Practice.

distribute in relation to electricity, means to *distribute* electricity using a *distribution system*.

distribution determination means a distribution determination made by the *AER* in relation to a *distributor* under clause 6.11.1 of the *NER*.

distribution licence means a licence to *distribute* and *supply* electricity granted under the *Act*.

distribution losses means electrical *energy* losses incurred in *distributing* electricity over a *distribution system*.

distribution system in relation to a *distributor*, means a system of electric lines and associated equipment (generally at *nominal voltage* levels of 66 kV or below) which that *distributor* is licensed to use to *distribute* electricity for *supply* under its *distribution licence* or exemption granted under the *Act*, excluding *public lighting assets*.

distributor means a person who holds a *distribution licence* under the *Act* or an *exempt distributor*.

Note: See clause 1.3.2, regarding the application of this Code of Practice to *exempt distributors*.

electrical installation means any electrical equipment at a *customer's* site that is *connected* to, but not part of, a *distribution system*.

electrician means:

- (a) an electrical worker licenced under Part 3 of the **Electricity Safety Act 1998**; or
- (b) an electrical contractor registered under Part 3 of the **Electricity Safety Act 1998**.

Electricity Customer Metering Code of Practice means the code of practice of that name made by the *Commission* under the **Essential Services Commission Act 2001**.

electricity laws includes:

- (a) the *Act* and the **Essential Services Commission Act 2001**;
- (b) codes of practice and other instruments made under the *Act* or under the **Essential Services Commission Act 2001** that regulate the generation, distribution, *supply* or sale of electricity;
- (c) the **Electricity Safety Act 1998** and regulations and other instruments made under that Act;
- (d) the *NEL* and the *NER*; and
- (e) instruments made under the *NEL* and the *NER*.

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.

embedded generating unit means a *generating unit* which is *connected* to a *distribution system*.

embedded generator means a *generator* or *exempt generator* who generates electricity from *embedded generating units* for *supply* or sale.

emergency has the same meaning as in the **Emergency Management Act 2013**.

energise means to insert a fuse or to operate switching equipment to allow the flow of *energy* to or from a *point of supply*, and *de-energise* and *re-energise* have corresponding meanings.

energy means active and reactive electrical energy.

energy ombudsman means the Energy and Water Ombudsman (Victoria) scheme or any other *customer* dispute resolution scheme approved by the *Commission* pursuant to section 28 of the *Act*.

Energy Retail Code of Practice means the code of practice of that name made by the **Commission** under Part 6 of the **Essential Services Commission Act 2001**.

Energy Safe Victoria means the Victorian Energy Safe Commission, a body established pursuant to section 4 of the **Energy Safe Victoria Act 2005**.

excitation control system in relation to an *embedded generating unit*, means the automatic control system that provides the field excitation for the *embedded generating unit* (including excitation limiting devices and any power system stabiliser).

exempt distributor means a person who is exempt from holding a licence under section 16 of the *Act* 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 generator means a person who is exempt from holding a licence under section 16 of the *Act* to engage in certain activities as set out in clause 13 of the *General Exemption Order* (deemed exemption of generation).

exempt retailer means a person who is exempt from holding a licence under section 16 of the *Act* 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*).

explicit informed consent means consent given by a *customer* to a *distributor*; where:

- (a) the *distributor*, or a person acting on behalf of the *distributor*, 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:
 - (i) in writing signed by the *customer*; or
 - (ii) 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; or
 - (iii) by *electronic communication* generated by the *customer*; and
- (c) the *customer* is competent to do so.

feeder means an electric line and associated equipment at a normal *voltage* level between 6.6 kV and 22 kV which a *distributor* uses to *distribute* electricity.

force majeure breach means a breach by a *distributor* or a *customer* of their *deemed distribution contract* which, but for clause 9.4, the *distributor* or the *customer* would commit arising only through a *force majeure event*.

force majeure event means an event outside the reasonable control of a *distributor* or a *customer* (as the case may be).

General Exemption Order means the Order in Council made under section 17 of the *Act* and published in Special Gazette 390 on 15 November 2017 (as amended from time to time).

generating unit means the plant used in the production of electricity and all related equipment essential to its functioning as a single entity.

generation licence means a licence to generate electricity for *supply* and sale granted under the *Act*.

generator means a person who holds, or is exempt from holding, a *generation licence* under the *Act*.

governor system means the automatic control system which regulates *energy* input (for example, steam, gas or water) into the turbine of an *embedded generating unit*.

GSL payment means a payment that a *distributor* is required to make by reason of a failure to meet a *guaranteed service level*.

guaranteed service levels means the minimum service levels set out in clauses 14.3 to 14.6, or any higher service level that a *distributor* undertakes to provide to a *customer*.

Guideline means a guideline published by the *Commission*.

harmonic distortion means the ratio of the root-mean-square of the harmonic content to the root-mean-square of the fundamental quantity, expressed as a percent of the fundamental.

high voltage means a *nominal voltage* exceeding 1000 V (AC) or 1500 V (DC).

IEC means the International Electrotechnical Commission, Switzerland.

IEEE means the Institute of Electrical and Electronic Engineers, New York.

impulse voltage means a wave of *voltage* which, without appreciable oscillations, rises rapidly to a maximum value and falls, usually less rapidly, to zero with small, if any, loops of opposite polarity.

interconnected national electricity system has the same meaning as in the *NEL*.

Interruption means the temporary unavailability of *supply* between a distribution network and a *customer*, but does not include *disconnection* under clause 16.

large customer means a *business customer* to whom peak *demand* of not less than 500 kVa, or consumption of not less than 160 MWh per annum is *distributed*, supplied or sold for commercial or industrial purposes.

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 *Act*.

Note: See Schedule 7 to the *Energy Retail Code of Practice*.

life support protections means the protections against *disconnection* of a *life support customer* under Part 2, Division 5C of the *Act* and clause 12 of this Code of Practice.

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

load means electricity delivered to a person or to another network or delivered at a defined instant at a *connection* or aggregated over a defined set of *connections*.

load shedding means reducing or *disconnecting load* from a distribution or transmission network, other than by means of wholesale *demand* response.

long rural feeder means a *feeder*, which is not a *CBD feeder* or an *urban feeder*, with total length greater than 200 km.

low reliability payment means the payment described in clause 14.5.

low voltage means a *nominal voltage* exceeding 50 V (AC) or 120V (DC) but which does not exceed 1000 V (AC) or 1500 V(DC).

major event day means a day classified as a Major Event Day by the *IEEE* standard 1366–2012: *IEEE Guide for Electric Power Distribution Reliability Indices*, where the ‘reporting period’ referred to in that classification comprises a *regulatory year*.

major event day payment means the payment described in clause 14.6.1.

MAIFI means Momentary Average Interruption Frequency Index, and is calculated as described in the *AER Distribution Reliability Measures Guideline*.

market customer has the meaning given to the term in the *NER* (which at the date of this Code of Practice is ‘a *customer* who has classified any of its *loads* as a market *load* and who is also registered with *AEMO* as a Market *customer* under Chapter 2 [of the *NER*]’).

Market Settlement and Transfer Solution Procedures means the Market Settlement and Transfer Solution Procedures published by AEMO under the *NER*.

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 supply address* requires *life support equipment*.

medical confirmation form means a written form issued by a *distributor* to enable the *customer* to provide *medical confirmation* to the *distributor*.

Melbourne CBD distributor means a distributor whose *distribution system* includes the Melbourne CBD.

meter means a device complying with the *metering code* which measures and records the production and/or consumption of electrical *energy*.

metering code means the laws, codes of practice or other regulatory instruments about metrology applicable to a particular *customer* which may include one or more of the:

- (a) *National Electricity Rules*;
- (b) *Metrology Procedure*; and
- (c) *Electricity Customer Metering Code of Practice*.

metering data has the same meaning as in the *NER*.

momentary interruption means an *interruption* continuing for a period of less than three minutes, except where an *interruption* less than three minutes has already occurred within that three minute period.

Metrology Procedure means the Metrology Procedure published by AEMO under the *NER*.

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

National Electricity Rules or *NER* has the meaning given to it in the **National Electricity (Victoria) Act 2005**.

network charges mean charges that a *distributor* is entitled to charge to a *retailer* in connection with the *supply* of electricity to their *shared customers*.

nominal voltage means the AC (phase to phase or phase to earth RMS, as applicable) or DC voltage by which a system of supply is designated.

normal operating frequency band means the frequency range designated as the normal operating frequency band, in the Frequency Operating Standard published under the *NER*.

planned interruption means an *interruption* that a *distributor* schedules in advance, including for planned maintenance, repair or *augmentation* of the *distribution system* or for the installation or *connection* of new *supply* to another *customer*.

point of common coupling means the nearest point in a *distributor's distribution system* that *connection* is made between:

- (a) the *distributor's distribution system* and another *distributor's distribution system*; or
- (b) two or more *customers' electrical installations*.

point of connection in relation to an *embedded generating unit*, means the point at which the *embedded generating unit* is *connected* to the *distributor's distribution system*.

point of supply has the same meaning as in the **Electricity Safety Act 1998**.

power factor means the ratio of *active power* to *apparent power*.

protection equipment means any equipment, device or apparatus used to protect a *distribution system* or a *customer's premises* or *electrical installation* from damage due to an electrical or mechanical fault or conditions of the power system.

public holiday means a public holiday appointed under the **Public Holidays Act 1993**.

public lighting assets means all assets of a *distributor* which are dedicated to the provision of public lighting including lamps, luminaires, mounting brackets and poles on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry), but not including the *distributor's protection equipment* (for example, fuses and circuit breakers).

public lighting services means the following services provided for the purpose of lighting public places:

- (a) the operation of *public lighting assets*, including handling enquiries and *complaints* about public lighting and dispatching crews to repair *public lighting assets*;
- (b) the maintenance, repair, alteration, relocation and replace of *public lighting assets*; and
- (c) the installation of new *public lighting assets*.

quality of supply means the measure of the ability of the *distribution system* to provide *supply* that meets the *voltage* quality requirements of this Code of Practice.

reactive energy means the time integral of the product of *voltage* and the out of phase component of current flow.

reactive power means the rate at which *reactive energy* is supplied.

reconnect means to re-establish *connection* after a *disconnection*.

redundant load means a *load connected* to the *distribution system* that is planned to be permanently *disconnected*.

REFCL or Rapid Earth Fault Current Limiter means any plant, equipment or technology (excluding neutral earthing resistor) which is:

- (a) designed to reduce the effect of *distribution system* faults and when operating as intended may lead to a *REFCL condition*; and
- (b) accepted or determined by *Energy Safe Victoria* in a bushfire mitigation plan pursuant to the **Electricity Safety Act 1998**.

REFCL condition means an operating condition on the 22 kV *distribution system* arising from the proper operation of a *REFCL* which results in the neutral reference of the *distribution system* moving to allow the un-faulted Phase to Earth *voltage* magnitude to approach a value close to the Phase to Phase *voltage* magnitude. The term 'operating condition on the 22 kV *distribution system*' in this term extends up to, but not beyond any device or plant which is functionally equivalent to an isolating transformer.

register of life support customers and residents means a register established and maintained under section 40SV of the *Act* or clause 12 of this Code of Practice.

regulatory test means the regulatory investment test developed and published by the *AER* from time to time pursuant to rule 5.17 of the *NER*.

regulatory year has the meaning given to that term in the *NER*.

relevant authority means any person or body who has the power under law to direct, instruct, or otherwise require the *interruption* of *supply*, including *AEMO* or *AEMO's* authorised agent, the *system operator* and State or Federal Police.

relevant voltage means either Phase to Phase or Phase to Earth as applicable.

reliability of supply means the measure of the ability of the *distribution system* to provide *supply* to *customers*.

repeated claims means more than the number of claims decided by the **Commission** for the purpose of Schedule 4 of this Code of Practice.

retailer means a person who holds, or is exempt from holding, a *retail licence* under the *Act*.

retail billing period means a calendar month or any other period agreed between a *distributor* and a *retailer*.

retail licence means a licence granted under the *Act* to sell electricity.

Retail Market Procedures has the same meaning as in the *NER*.

residential customer means a *customer* who purchases electricity principally for personal, household or domestic use at the relevant *supply address*.

review means a systemic and independent process for obtaining evidence and evaluating it objectively to determine the extent to which particular criteria are fulfilled, this includes, but is not limited to, a regulatory audit undertaken in accordance with relevant *guidelines* issued by the *Commission*.

SAIDI means System Average Interruption Duration Index, and is calculated as described for in the *AER Distribution Reliability Measures Guideline*.

SAIFI means System Average Interruption Frequency Index, and is calculated as described in the *AER Distribution Reliability Measures Guideline*.

shared customer, in relation to a *distributor* and a *retailer*, means a *customer* of the *distributor* to whom the *retailer* sells electricity.

short rural feeder means a *feeder*, which is not a *CBD feeder* or an *urban feeder*, with total length less than 200 km.

small customer has the meaning given to it in the *Energy Retail Code of Practice*.

small embedded generating unit means an *embedded generating unit* that is *connected* at a *point of connection* which, when aggregated with any other *embedded generating units* *connected* at that *point of connection*, have a power transfer capability of not more than 30 kVA in total.

small embedded generator means an *embedded generator* who generates or proposes to generate electricity for *supply* or sale from a *small embedded generating unit*.

special meter read has the meaning given to it in the *Electricity Customer Metering Code of Practice*.

statement of charges means the statement of charges that a *distributor* must give to a *retailer* under clause 8.8.1 of this Code of Practice.

supply in relation to electricity, means the delivery of electricity, and includes the delivery of electricity to or from a *supply address* or *point of connection*.

supply address means the address where the *customer* is being supplied with electricity.

supply restoration payment means the payment described in clause 14.5.

sustained interruption means an *interruption* of duration longer than three minutes.

system operator means a person who *AEMO* has appointed as its agent under Chapter 4 of the *National Electricity Rules* and who is registered as a system operator with *AEMO* under Chapter 2 of the *National Electricity Rules*.

system operations function or power has the same meaning as in section 119 of the *NEL*.

total fire ban day means a day or partial day of total fire ban declared pursuant to section 40 of the **Country Fire Authority Act 1958**.

transmission connection means those parts of an electricity transmission network which are dedicated to the *connection* of *customers* at a single point, including transformers, associated switchgear and plant and equipment.

unauthorised voltage variation in respect of an *electrical installation* and a *supply address* means a *voltage* variation outside the limits prescribed by this Code of Practice.

undergrounding means to underground or otherwise relocate or modify any part of a *distribution system* at the request of a person, in order to avoid or minimise any threat or possible threat to the health or safety of any person or any property or the environment, or in order to improve the amenity or appearance of the environment.

unplanned interruption means an *interruption* that is not a *planned interruption*.

urban feeder means a *feeder*, which is not a *CBD feeder*, with *load density* greater than 0.3 MVA/km

use of system agreement means an agreement between a *retailer* (or other person who has made an application for a *retail licence*) and a *distributor* which is necessary to ensure that, subject to the *Act*, electricity is *distributed* or *supplied* by means of the *distributor's distribution system* to the extent necessary to enable the *retailer* (or other person) to sell electricity to its *customers*.

voltage means the electronic force or electric potential between two points that give rise to the flow of electricity expressed as the Root Mean Square (RMS) of the Phase to Phase voltage (except in the case of *impulse voltage*).

voltage variation compensation cap means the amount decided by the *Commission* under Schedule 4 to this Code of Practice.

widespread supply event means any event where the Single Industry Spokesperson has been activated by *AEMO* in accordance with the 'Single Industry Spokesperson Process in Victoria' referred to under clause 22.3.

2.2. Customer requests and agreements

In this Code of Practice, unless the context otherwise requires, a reference to a request or an agreement made by a *customer* includes a request or an agreement by an authorised agent or representative of the *customer*.

2.3. Receipt of communications and notices

Any written communication or notice required or permitted to be given under this Code of Practice is to be regarded as having been given by the sender and received by the addressee:

- (a) if delivered in person to the addressee, or delivered to the addressee's *supply address*, on the day when the notice is delivered;
- (b) if sent by post, four *business days* after the date of posting, unless evidence is adduced to the contrary;
- (c) if it is an *electronic communication*, at the time determined in accordance with the **Electronic Transactions (Victoria) Act 2000**.

Part 2 Relations With Customers And Retailers

3. Connection of supply

3.1. Simplified outline

This clause 3 sets out a distributor's obligations in relation to connection and energisation.

A distributor must comply with its obligations under Chapter 5, Part B (Network Connection and Access) and Chapter 5A (Electricity connection for retail customers) of the *NER*.

This clause also includes obligations that apply in addition to obligations under the *NER*.

3.2. New connection

Subject to clauses 3.3 and 3.5, where a *connection application* has been made by a *customer*, or by a *retailer* on behalf of a *customer*, a *distributor* must comply with its obligations under the *NER* in responding to the *connection application* (including making a *connection offer* or entering into a *connection contract*) and carrying out the *connection work*.

Note: Chapter 5A of the *NER*, as enacted and amended by ss 16R, 16S and 16SA of the **National Electricity (Victoria) Act 2005** and as amended by rule changes made after 1 July 2016, applies to the *connection* of retail customers and certain *small embedded generators* in Victoria.

Chapter 5 of the *NER* applies to the *connection* of *generators* and other persons who are registered as Registered Participants under the *NER*.

3.3. No energisation

3.3.1. A *distributor* must not *energise* a *customer's supply address* unless:

- (a) a request to do so is made by:
 - (i) a *customer*, and:
 - (A) the *distributor* is satisfied that the *customer* has engaged a *retailer*; or
 - (B) the *customer* is a *market customer*; or
 - (ii) a *retailer* on the *customer's* behalf;
- (b) there is a relevant *emergency*; or
- (c) *energisation* is otherwise expressly authorised or required by this Code of Practice or by law.

3.3.2. If a *customer* (other than a *market customer*) contacts a *distributor* to request *energisation* and the *distributor* is not satisfied that the *customer* has engaged a *retailer*, then the *distributor* must:

- (a) inform the *customer* that in accordance with any applicable *guidelines* the *customer* has a choice of *retailer*; and
- (b) advise the *customer* that the request must be made by the *customer's retailer*.

3.3.3. This clause 3.3 applies to an *exempt distributor*.

3.4. Connection - Energisation only

3.4.1. Where a *customer* only requires *energisation*, a *distributor* must use *best endeavours* to *energise* the *customer's supply address*:

- (a) within one *business day*, if the request is made to the *distributor* (orally or in writing) by 3 pm; or
- (b) within two *business days*, if the request is made after 3 pm,
after a request is made under clause 3.3.1(a), provided that the *customer* gives *acceptable identification* to the *distributor* or the *customer's retailer*.

3.4.2. This clause 3.4 applies to an *exempt distributor*.

3.5. Conditions for connection

3.5.1. The *distributor's* obligations under clause 3.2 are subject to:

- (a) an adequate *supply* of electricity being available at the required *voltage* at the boundary of the new *supply address*;
- (b) the *customer* complying with clauses 7.3.2 and 7.3.3;
- (c) the *customer* providing *acceptable identification*; and
- (d) the *customer* complying with the conditions for *connection* set out in its *connection contract*.

3.5.2. If a *distributor* is not obliged to comply with its obligation under clause 3.2 by reason of clause 3.5.1, the *distributor* must comply with such obligations as soon as reasonably practicable after the removal or elimination of the reason for which *connection* was not made.

3.5.3. This clause 3.5 applies to an *exempt distributor*.

3.6. Connection of embedded generators

Where a *connection application* has been made by an *embedded generator*, a *distributor* must comply with its obligations under the *NER* in responding to the *connection application* (including making a *connection offer* and entering into a *connection contract*).

Note: A *distributor* must comply with its obligations relating to the connection of *embedded generators* under Chapter 5, Part B and Chapter 5A of the *NER*.

Clause 10 of this Code of Practice addresses a *distributor's* immunity from liability for failing to take supply of electricity.

Clause 21 of this Code of Practice sets out the technical obligations that apply in relation to *embedded generators*.

4. Undergrounding of assets

4.1. Simplified outline and signposting

This clause 4 sets out a distributor's obligations in relation to proposals to underground the distributor's fixed assets at the request of a person.

Clause 4.3 determines the calculation of a distributor's avoided costs.

4.2. Contribution to the cost of undergrounding projects

- 4.2.1. In making an offer to underground distribution fixed assets, a *distributor* must include a price that has been determined on the basis that the *distributor* is to contribute toward the costs of the *undergrounding* an amount equal to the *distributor's* avoided costs.

4.3. Calculation of avoided costs

- 4.3.1. In determining the price to include in its offer, a *distributor* must calculate the amount of its avoided costs as follows:

$$AC = AM + DAR$$

where:

AC is the amount of the *distributor's* avoided costs;

AM is the present value of the maintenance and vegetation management costs the *distributor* will avoid incurring in connection with existing *distribution fixed assets* as a result of their *undergrounding*; and

DAR is the amount of the *distributor's* deferred asset replacement costs.

- 4.3.2. In making calculations under clause 4.3.1:

- (a) the amount of a *distributor's* deferred asset replacement costs is to be calculated as follows:

$$DAR = RC_E - RC_N$$

where:

DAR is the amount of the *distributor's* deferred asset replacement costs;

RC_E is the present value of the future capital costs the *distributor* will avoid incurring in connection with the replacement of existing distribution fixed assets as a result of their *undergrounding*; and

RC_N is the present value of the future capital costs the *distributor* will incur in connection with the replacement of the new underground distribution fixed assets.

- (b) the future capital costs contemplated by RC_E and RC_N in clause 4.3.2(a) include the cost of materials, labour costs and a margin of up to 10% for overheads; and
- (c) it is to be assumed that the life of any distribution fixed asset of a *distributor* is the life applicable in respect of that distribution fixed asset and that *distributor* under the *distribution determination* in force at the time of the calculation.

- 4.3.3. For the purposes of clause 4.3.1, each of:

- (a) the amount of the operating, maintenance and vegetation management costs the *distributor* will avoid, as contemplated by AM in clause 4.3.1;
- (b) the future capital costs the *distributor* will avoid, as contemplated by RC_E in clause 4.3.2(a); and
- (c) the future capital costs the *distributor* will incur, as contemplated by RC_N in clause 4.3.2(a), is to be such amount as fairly and reasonably estimated by the *distributor*.

4.4. Information about the cost of undergrounding projects

4.4.1. A *distributor* must include the following information in any offer the *distributor* makes to a person to underground distribution fixed assets:

- (a) the price payable by the person; and
- (b) the cost to the *distributor* of the *undergrounding*, including the cost of materials and labour costs.

4.4.2. If a *distributor* has made an offer to a person to underground distribution fixed assets and the person requests further information about the cost to the *distributor* of the *undergrounding* beyond the information included in the offer by virtue of clause 4.4.1, the *distributor* must provide the following further information to the person:

- (a) itemised details of the materials and labour costs of the *distributor* in respect of the *undergrounding*; and
- (b) the *distributor's* calculation of the amount of its avoided costs in respect of the *undergrounding* as contemplated by clause 4.3.1, including itemised details of the amount of each of AM , DAR , RC_E and RC_N .

5. Contestable services

5.1. Simplified outline

This clause 5 identifies contestable services. A service is a contestable service for the purpose of the NER if so identified by the laws of a participating jurisdiction.

5.2. Contestable services

5.2.1. A *distributor* must call for tenders for any construction works if it proposes to *augment* its *distribution network* in connection with its provision the following services:

- (a) a *connection service* requested by a *connection applicant*;
- (b) *undergrounding*;
- (c) services to other *distributors* such as power transfer capability services; and
- (d) *public lighting services*.

5.2.2. For the purpose of clause 5.2.1, and subject to clause 5.2.3, a *distributor* must invite at least two other persons who compete in performing works of that kind (or are capable of so competing) to provide:

- (a) information as to their availability to do the works; and
- (b) information as to the price of the works, and any terms and conditions which may apply.

5.2.3. A *distributor* may call for tenders in advance of the services being required and provide the person to whom the offer is made with contact details and prices of services of persons who have participated in the tender process.

5.2.4. Clause 5.2.1 does not apply:

- (a) if, despite a *distributor's best endeavours*, it is not able to identify two other persons who compete in performing works of that kind (or are capable of so competing);
- (b) to the extent that the *augmentation* involves design services;
- (c) to the extent that the *augmentation* involves services that cannot be safely or lawfully carried out by a third party; or
- (d) if the person to whom the offer is to be made agrees with or instructs the *distributor* that no tenders should be called for.

5.3. Tendering policies

5.3.1. A *distributor* must develop a tendering policy that must:

- (a) state the objectives of the *distributor's* tendering policy;

- (b) specify when the *distributor* is obliged to call for tenders;
- (c) specify any *augmentation* works or services relating to *augmentation* that will not be tendered;
- (d) set out a timeframe for the tender process;
- (e) specify any accreditation or other pre-conditions a person must satisfy if that person is to be eligible for performing any particular type of *augmentation* works or services;
- (f) not unreasonably discriminate and must not allow for unreasonable discrimination, against persons who may compete with the *distributor* in performing *augmentation* works (or who are capable of so competing);
- (g) specify the basis on which the *distributor* may recover the costs it incurs in conducting the tender (or participating in a tender that a *customer* may prefer to conduct), including payment terms; and
- (h) include a process for handling disputes.

5.4. Publication of tendering policies

5.4.1. A *distributor* must

- (a) publish its tendering policy on its website; and
- (b) provide a copy of its tendering policy to any person on request.

5.4.2. A *distributor* must notify the *Commission* of any change to its tendering policy.

6. Metering

6.1. Simplified outline

This clause 6 confirms that distributors and customers must comply with the metering codes, which include the National Electricity Rules, the Metrology Procedure and the Electricity Customer Metering Code of Practice.

6.2. Compliance with applicable metering codes

6.2.1. A *distributor* and a *customer* must comply with the applicable *metering codes*.

6.2.2. For the avoidance of doubt, if a *distributor* is appointed as the Metering Coordinator, Metering Provider and/or Metering Data Provider for a *supply address* or *connection* point under the *NER*, the *distributor* must comply with its obligations as Metering Coordinator, Metering Provider and/or Metering Data Provider, in addition to its obligations as a *distributor*, under the *NER*.

6.2.3. Clause 6.2.1 applies to an *exempt distributor* to the extent that the applicable *metering code* imposes obligations on an *exempt distributor*.

7. Customer obligations

7.1. Simplified outline

This clause 7 sets out a customer's obligations:

- to maintain the condition of electrical equipment at the customer's site (clause 7.2);
- to permit access to premises by the distributor (clause 7.3); and
- to inform the distributor of certain changes (clause 7.4).

7.2. Customer's electrical installation and equipment

7.2.1. A *customer* must use *best endeavours* to ensure that:

- (a) the *customer's electrical installation* and any equipment within it:
 - (i) complies with this Code of Practice; and
 - (ii) is maintained in a safe condition; and

- (b) *protection equipment* in the *customer's electrical installation* is at all times effectively coordinated with the electrical characteristics of the *distribution system*.

7.2.2. A *customer* must use *best endeavours* to:

- (a) ensure that the *distribution system* and the *reliability* and *quality of supply* to other *customers* are not adversely affected by the *customer's* actions or equipment;
- (b) not allow a *supply* of electricity to its *supply address* to be used other than at the *customer's supply address* and not to *supply* electricity to any other *supply address* except in accordance with the *Act*;
- (c) not receive *supply* at its *supply address* of electricity from another *supply address* or from another *customer*, unless the other *customer* is an *exempt distributor* who is permitted to *supply* electricity to the first *customer's supply address* in accordance with the *Act*; and
- (d) not allow electricity *supplied* to the *supply address* to bypass the *meter*.

7.3. Distributor's equipment on and access to customer premises

7.3.1. A *customer* must:

- (a) not interfere, and must use *best endeavours* not to allow interference with the *distributor's distribution system* including any of the *distributor's* equipment installed in or on the *customer's* premises; and
- (b) provide and maintain on the *customer's* premises any reasonable or agreed facility required by its *distributor* to protect any equipment of the *distributor*.

7.3.2. Provided that official identification is produced by the *distributor's* representatives on request, a *customer* must provide to the *distributor's* representatives at all times convenient and unhindered access:

- (a) to the *distributor's* equipment for any purposes associated with the *supply, metering* or billing of electricity; and
- (b) to the *customer's electrical installation* for the purposes of:
 - (i) the inspection or testing of the *customer's electrical installation* for the purpose of assessing whether the *customer* is complying with this Code of Practice; or
 - (ii) *connecting, disconnecting* or *reconnecting supply*,

and safe access to and within the *customer's* premises for the purposes described in this clause 7.3.2.

7.3.3. If necessary, the *customer* must provide safety equipment and appropriate safety instructions to representatives of the *distributor* to ensure safe access to the *customer's* premises.

7.3.4. In cases other than *emergencies*, a *distributor* must use *best endeavours* to access a *customer's* premises at a time which is reasonably convenient to both the *customer* and the *distributor*.

7.4. Customer's obligations

A *customer* must inform its *distributor* or its *retailer* as soon as practicable if there is any:

- (a) proposed change to wiring or plant or equipment in the *customer's electrical installation* which may affect the *quality of supply* of electricity to any other person;
- (b) change to the major purpose for which the electricity is used at the *customer's supply address*;
- (c) change affecting access to a *distributor's* equipment located at the *customer's supply address*;
- (d) major change to the amount of electricity likely to be used by the *customer* at the *customer's supply address*.

8. Use of system agreements with retailers

8.1. Simplified outline

A distributor is required, under its distribution licence, to enter into a use of system agreement with each retailer who sells electricity to retail customers within the distributor's distribution area.

This clause 8 regulates the entry into and form of use of system agreements, including by:

- providing for the process and timeframes for applying to the Commission for approval of a use of system agreement (clause 8.2), and the Commission's powers to direct that a distributor amend its use of system agreement (clause 8.4);
- prescribing matters that must be included in a use of system agreement (clause 8.7);
- clarifying that a use of system agreement may otherwise be negotiated and altered by agreement between the distributor and a retailer (clause 8.3);
- specifying the process and timeframes for a distributor to offer to enter into a written use of system agreement with a retailer (clause 8.5); and
- specifying a distributor's obligations in relation to termination of a use of system agreement (clause 8.6).

This clause also regulates the invoicing of network charges by distributors to retailers, by:

- specifying a distributor's obligation to provide a statement of charges to a retailer, including the form and content of that statement (clause 8.8);
- specifying the charges that a distributor is not permitted to recover from a retailer (clause 8.9); and
- specifying adjustments that a distributor may make to charges, notwithstanding any term or condition to the contrary in the use of system agreement (clause 8.10).

8.2. Commission approval of proposed default use of system agreements

8.2.1. A distributor:

- (a) must within 40 *business days* of a date nominated by the *Commission* in a communication given to the *distributor*; and
- (b) may at any other time,
prepare and submit to the *Commission* a proposed *default use of system agreement* that contains the terms and conditions set out in clause 8.7 for approval by the *Commission*.

8.2.2. If the *Commission* has received a proposed *default use of system agreement* from the *distributor* under clause 8.2.1, the *Commission* may:

- (a) approve it as submitted;
- (b) if the *Commission* has not previously approved a *default use of system agreement* for the *distributor*, approve it with amendments following consultation by the *Commission* on its proposed amendments; or
- (c) not approve it.

8.2.3. At the end of 60 *business days* after the day the *Commission* receives a proposed *default use of system agreement* under clause 8.2.1 (or such longer period after that day not exceeding 30 *business days* as notified by the *Commission* to the *distributor*), if the *Commission* has not:

- (a) approved (with or without amendment) the proposed *default use of system agreement*; or
- (b) advised the *distributor* that the proposed *default use of system agreement* will not be approved,

the *Commission* will be deemed to have approved the proposed *default use of system agreement*.

8.3. Negotiated use of system agreements: permitted alterations

8.3.1. The *distributor* and a *retailer* or other person who has made an application for a *retail licence* may negotiate a *use of system agreement* with terms and conditions different from those included in a *default use of system agreement* approved by the *Commission* under clause 8.2, provided that the negotiated *use of system agreement* contains the terms and conditions set out in clause 8.7.

8.3.2. A *use of system agreement* negotiated under this clause must be in writing.

8.4. Distributor to comply with Commission's directions to amend

The *distributor* must amend its *default use of system agreement* in accordance with any direction to do so given by the *Commission* if:

- (a) the *Commission* is of the opinion that, without the amendment, the terms and conditions:
 - (i) are not fair and reasonable; or
 - (ii) unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*; and
- (b) the *Commission* has given the *distributor* an opportunity to make representations on the matter and to amend the *default use of system agreement* without such a direction.

8.5. Distributor to offer retailer use of system agreement

8.5.1. Where a *retailer* or other person who has made an application for a *retail licence* requests the *distributor* to offer a *use of system agreement* (for a period when no *use of system agreement* otherwise would be in force), the *distributor* must offer to enter into a written *use of system agreement*, in the form of the *default use of system agreement*, with the *retailer* or other person within three *business days* of the request, unless a *use of system agreement* between the *distributor* and the person making the request has been terminated due to a material breach and the circumstances giving rise to that breach remain unchanged such that if that former agreement was still in force there would be an unremedied breach.

8.5.2. Upon approval of a new *default use of system agreement* (under clause 8.2.2 or 8.2.3) or any required amendment to a *default use of system agreement* (under clause 8.4), the *distributor* must:

- (a) make an offer within 3 *business days* to each *retailer* with whom it has a *use of system agreement* to enter into a replacement *use of system agreement* in the form of the new *default use of system agreement*; and
- (b) if such offer is accepted, terminate the existing *use of system agreement*.

The offer must remain open for acceptance by a *retailer* for at least 40 *business days*.

8.6. Termination of use of system agreement

8.6.1. The *distributor* must notify the *Commission* as soon as practicable if:

- (a) it gives any notice to a *retailer* in connection with the proposed termination of a *use of system agreement*; or
- (b) it terminates a *use of system agreement* without a replacement *use of system agreement* immediately coming into force.

8.6.2. The *distributor* must not terminate a *use of system agreement* if the *Commission* so directs the *distributor* and specifies the duration and circumstances of the prohibition on termination.

8.7. Terms and conditions of a use of system agreement

A *use of system agreement* must contain terms and conditions:

- (a) which are fair and reasonable and do not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*;

- (b) which address at least the following matters:
 - (i) the *retail billing period* and the payment cycle (generally monthly but may be varied upon agreement between the *retailer* and the *distributor*);
 - (ii) *force majeure events* or events or circumstances beyond the reasonable control of the *distributor*;
 - (iii) indemnities provided by the *retailer* to the *distributor* and vice versa;
 - (iv) the *distributor's* obligation to operate its *distribution system* in a manner which enables it to support the *customer's load*, maintain and develop the capability of the *system* so that it can support the *load* and control the *voltage* of the *system*;
 - (v) how disputes between a *distributor* and a *retailer* are to be resolved.

8.8. Distributor must provide statement of charges

8.8.1. A *distributor* must provide a *statement of charges* to a *retailer* that includes:

- (a) the *network charges*, separately identified, in respect of each *shared customer's supply address* for which *metering data* was received, or for which the *distributor* provided any other service, during that *retail billing period*;
 - (b) the date of issue of the *statement of charges*, and the due date for payment;
 - (c) where applicable, the *metering data* for each *shared customer's supply address*;
 - (d) any adjustments to *network charges* from previous *retail billing periods*; and
- Note:** see clause 8.9

- (e) where applicable, any credits for *GSL payments* that the *distributor* is required to make in respect of a *shared customer's supply address*.

8.8.2. The *distributor* must provide the *statement of charges* in clause 8.8.1:

- (a) to a *retailer* as agreed between the parties but no later than the 10th *business day* of the *retail billing period* following the *retail billing period* to which the charges relate;
- (b) subject to the *Retail Market Procedures*, in a format as agreed between the *retailer* and *distributor* or, in default of agreement, as reasonably determined by the *distributor*.

8.9. Charges that a distributor can and cannot recover

8.9.1. A *distributor* must not recover charges from a *retailer* that a *retailer* would otherwise charge a *small customer* if the *retailer* is not permitted to recover those charges from a *small customer* under the *Energy Retail Code of Practice*.

8.9.2. Subclause 8.9.1 does not apply where the reason the *retailer* is not permitted to recover charges is the result of some fault of the *retailer*.

8.9.3. This clause 8.9 applies to an *exempt distributor*.

8.10. Adjustments to a statement of charges

8.10.1. A *distributor* may adjust a *statement of charges* provided to a *retailer* to account for any error in, or correction or substitution of:

- (a) *metering data*; or
- (b) any other amount or factor that affects the calculation of the charges that may be imposed by a *distributor*.

8.10.2. An adjustment under subclause 8.10.1 may be made by a *distributor* by including, in a subsequent *statement of charges*, the amount required to be paid by, or credited to, the *retailer* together with an explanation of the adjustment.

9. Deemed distribution contracts with customers

9.1. Simplified outline

Section 40A of the Act requires a distributor to obtain the Commission's approval of terms and conditions that will apply in respect of the distribution of electricity to retail customers, and to give public notice of those terms and conditions, once approved.

Section 40A(3) of the Act requires the terms and conditions of a deemed distribution contract to be consistent with this Code of Practice, unless the Commission approves otherwise in a particular case.

This clause 9 sets out:

- the procedure for obtaining the Commission's approval for the purposes of s 40A of the Act; and
- the requirements with which the terms and conditions of a deemed distribution contract must be consistent, under section 40A(4) of the Act.

9.2. Commission approval of deemed distribution contracts with customers

9.2.1. A distributor:

- (a) must by a date nominated by the *Commission* in a communication given to the *distributor*, which is not less than 20 *business days* after the communication is given to the *distributor*; and
- (b) may at any other time,
prepare and submit to the *Commission* proposed terms and conditions of a *deemed distribution contract* for approval by the *Commission*.

9.2.2. As soon as practicable after the *Commission* approves terms and conditions of a *deemed distribution contract*, the *distributor* must give notice of those terms and conditions, including by publishing them in the Government Gazette in accordance with the *Act*.

Note: The *Commission's* approval of terms and conditions of a *deemed distribution contract* is governed by section 40A of the *Act*.

9.2.3. In providing a *deemed distribution contract* to the *Commission* for approval a *distributor* must not include any term or condition in its *deemed distribution contract* with a *customer* the effect of which is to limit the liability of the *distributor* to the *customer*:

- (a) for any breach by the *distributor* of the contract; and
- (b) for any negligence by the *distributor* in relation to the contract.

9.2.4. Clause 9.2.3 does not prevent the inclusion of a term or condition in the *deemed distribution contract*:

- (a) under which the *customer* acknowledges the extent of the *distributor's* responsibility for the *quality* and *reliability of supply* under this Code of Practice, the *NEL* and the *NER*
- (b) confirming that, under the contract, there is no variation or exclusion of the operation of section 120 of the *NEL* and/or clause 10 of this Code of Practice (if that is the case).

Note: A *distributor* may not vary or exclude section 120 of the *NEL* by a term or condition of a *deemed distribution contract* with a *small customer*.

9.2.5. Notwithstanding clause 9.2.3, if a *business customer* suffers loss or damage wholly or partly as the result of its failure to take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the *business customer* which may result from:

- (a) poor *quality* or *reliability of supply*; or
- (b) from the *distribution system* operating under the *REFCL condition* in accordance with clause 20.4.3,

then the *distributor's* liability for the loss or damage is reduced to an extent that reflects the *distributor's* share in the responsibility for the loss or damage.

Note: Clause 10.2 separately provides that a *distributor* does not incur civil monetary liability for a partial or total failure to take supply of electricity from an *embedded generating unit* connected to its *distribution system* in certain circumstances.

9.3. Indemnity

A *distributor* must not include an indemnity or other term or condition in its *deemed distribution contract* with a *customer* the effect of which is to entitle the *distributor* to recover from the *customer* in respect of:

- (a) any breach by the *customer* of the contract; or
 - (b) any negligence by the *customer* in relation to the contract,
- any greater amount than that which, under the common law (including in equity) or statute, the *distributor* is entitled to as compensation for the *customer's* breach of contract or negligence.

9.4. Contractual force majeure

9.4.1. If but for this clause 9.4 a *distributor* or a *customer* would commit a *force majeure breach* of their *deemed distribution contract*:

- (a) the obligations of the *distributor* or the *customer* under their contract are suspended to the extent to which they are affected by the *force majeure event* as long as the *force majeure event* continues; and
- (b) the *distributor* or the *customer* must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

9.4.2. For the purposes of clause 9.4.1(b), if the effects of a *force majeure event* are widespread the *distributor* will be deemed to have given a *customer* prompt notice if, within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable; it makes the necessary information available by way of:

- (a) a 24 hour telephone service; and
- (b) internet publication and/or short message service (SMS).

9.4.3. A *distributor* may agree with a *customer* that the *distributor* is not to have the benefit of clause 9.4.1 in respect of any *force majeure event*.

9.4.4. A *distributor* or a *customer* claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible. However, this does not require the *distributor* or the *customer* to settle any industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

9.4.5. Nothing in this clause 9.4 nor in any term or condition of a *deemed distribution contract* which is not inconsistent with this clause 9.4 varies or excludes the operation of section 120 of the *NEL*.

10. Immunity for failure to take supply of electricity

10.1. Simplified outline

This clause 10 sets out the circumstances in which a *distributor* will be immune from liability for failure to take supply of electricity from an *embedded generator*.

10.2. Immunity for failure to take supply of electricity

10.2.1. A *distributor*, or an officer or employee of a *distributor*, does not incur any civil monetary liability to an *embedded generator* for any partial or total failure to take *supply* of electricity from a *point of connection* unless the failure is due to an act or omission done or made by the *distributor* or the officer or employee of the *distributor*, in bad faith or through negligence.

10.2.2. A *distributor* may enter into an agreement with an *embedded generator* (other than a *small embedded generator*) varying or excluding the operation of clause 10.2.1 and, to the extent of that agreement, that clause does not apply.

10.2.3. This clause 10.2 does not apply to a *distributor* or an officer or employee of a *distributor* in relation to an act or omission in the performance or exercise, or purported performance or exercise, of a *system operations function or power*.

11. Interruption of supply

11.1. Simplified outline

This clause 11 sets out a distributor's obligations and customers' rights about interruption of supply, including:

- the circumstances where a distributor may interrupt supply (clause 11.2);
- a distributor's obligations in respect of unplanned interruptions, in particular, in relation to providing information (clause 11.3);
- a distributor's obligations in respect of planned interruptions, including, the form, content and timing of communications with customers (clauses 11.4, 11.5, 11.6 and 11.7);
- a distributor's obligation to inform the Department of Health of widespread supply events (clause 11.8).

11.2. A distributor's right to interrupt supply

11.2.1. A *distributor* may *interrupt supply* at any time for the following reasons:

- (a) subject to clause 11.5:
 - (i) planned maintenance, repair, or *augmentation* of the *distribution system*;
 - (ii) the *connection* or installation of a new *supply* to another *customer*;
- (b) unplanned maintenance or repair of the *distribution system* in circumstances where, in the opinion of the *distributor*, the *customer's electrical installation* or the *distribution system* poses an immediate threat of injury or material damage to any person, property or the *distribution system*;
- (c) to shed *load* because the total *demand* for electricity at the relevant time exceeds the total *supply* available;
- (d) as directed, instructed or otherwise required by a *relevant authority*;
- (e) in the case of an *emergency*;
- (f) to restore supply to the *customer*; or
- (g) at the request of the *customer*.

11.2.2. This clause 11.2 applies to an *exempt distributor*.

11.3. Unplanned interruptions

11.3.1. In the case of an *unplanned interruption* or an *emergency*, a *distributor* must:

- (a) as soon as practicable, make available, by way of a 24 hour telephone service and by way of frequently updated entries on a prominent part of its website:
 - (i) information on the nature of the *interruption* and
 - (ii) an estimate of the time when *supply* will be restored or, if reliable information is not available to inform that estimate, an estimate of when reliable information on restoration of *supply* will be available;
- (b) provide options for *customers* who call the service to be directly connected to a telephone operator if required; and
- (c) use *best endeavours* to restore the *customer's supply* as soon as possible making allowance for reasonable priorities.

11.3.2. Wherever reasonable and practicable, a *distributor* must provide prior information to *customers* who may be interrupted by *load shedding*.

11.3.3. Clauses 11.3.1(c) and 11.3.2 apply to an *exempt distributor*.

11.4. Planned interruptions: customer communications

11.4.1. A *distributor* must enable each *customer* to nominate a preferred method or methods of communication to receive notices about *interruptions* and to:

- (a) nominate one or more methods of communication;
- (b) nominate that they only receive written notices in hard copy; and
- (c) update their preferences from time to time.

11.4.2. A *distributor* must create and maintain for a period of at least 2 years, a record of:

- (a) the preferred method or methods of communication nominated by a *customer*; and
- (b) any update to the preferences nominated by the *customer*.

11.4.3. Notices to *customers* about *interruptions*, whether in hard copy or by way of *electronic communication*, must:

- (a) be written in plain English and be designed to be readily understandable by *customers*; and
- (b) inform the *customer* how the *customer* can nominate or update their preferred method for receiving notices about *interruptions* from the *distributor*, for example, by contacting the *distributor* by telephone, via a website or by return text message.

11.5. Planned interruptions

11.5.1. Subject to clause 11.5.3, in the event of a *planned interruption*:

- (a) if an affected *customer* is not a *life support customer*, the *distributor* must give the *customer* at least 4 *business days* written notice of the *interruption*:
 - (i) if the *customer* has nominated to receive notices by:
 - (A) *electronic communication*; or
 - (B) *electronic communication* and hard copyand the *distributor* has *customer* details that enable it to notify the *customer* by *electronic communication* – by the nominated method or methods of communication; or
 - (ii) otherwise, in hard copy; or
- (b) if an affected *customer* is a *life support customer*:
 - (i) the *distributor* must provide the *customer* with at least 4 *business days* written notice of the *interruption*, unless a longer period of notice is requested by the *customer* and provided that the longer period of notice:
 - (A) is reasonably necessary; and
 - (B) can be accommodated by the *distributor*; and
 - (ii) the *distributor* must give the written notice to the *customer*:
 - (A) if the *customer* has nominated to receive notices by one or more methods of *electronic communication* – in hard copy and by the nominated method or methods of *electronic communication*; or
 - (B) otherwise, in hard copy.

11.5.2. A notice under clause 11.5.1 must:

- (a) specify the expected date, time and duration of the *interruption*;
- (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 for enquiries;

- (c) include high-level information as to the reason for the *planned interruption*;
 - (d) provide information as to the potential for the *planned interruption* to be cancelled or rescheduled; and
 - (e) otherwise comply with the requirements of clause 11.4.3.
- 11.5.3.** If a *distributor* gives notice under clause 11.5.1 by one or more methods of *electronic communication*, the *distributor* must also send the *customer* a reminder notice that complies with the requirements of clause 11.5.2 by the same method or methods of *electronic communication*, one *business day* prior to the *interruption*.
- 11.5.4.** A *distributor* is not required to give an affected *customer* notice of a *planned interruption* in accordance with clause 11.5.1 if the *distributor* has obtained the affected *customer's explicit informed consent* to the *interruption* occurring between identified hours on a specified date and the *customer* has not withdrawn that consent.
- 11.5.5.** A *customer* may withdraw their *explicit informed consent* at any time by informing the *distributor* of that withdrawal.
- 11.5.6.** A *distributor* must:
- (a) create a record of each *explicit informed consent* provided by a *customer*; and
 - (b) retain the record for at least 2 years.
- 11.5.7.** The record required to be created and maintained by clause 11.5.6(a) must be in such a format and include such information as will enable:
- (a) the *Commission* to verify the *distributor's* compliance with the requirements in clause 11.5.4; and
 - (b) the *distributor* to answer enquiries from a *customer* relating to the *customer's explicit informed consent*.
- 11.5.8.** A *distributor* must, on request by a *customer* and at no charge, provide the *customer* with access to a copy of the record of *explicit informed consent* given by the *customer* and then retained by the *distributor*.
- 11.5.9.** This clause 11.5 applies to an *exempt distributor* subject to the following timeframes:
- (a) within one *business day* of being notified by a *distributor* about a *planned interruption* under clause 11.5.1, an *exempt distributor* must give an affected customer written notice of the *interruption*; and
 - (b) in the event of a *planned interruption* that is scheduled by an *exempt distributor*, the *exempt distributor* must comply with the timeframes in clause 11.5.1.
- 11.6. Restoration of supply after a planned interruption**
- 11.6.1.** The *distributor* must use *best endeavours* to restore the *customer's supply* as soon as possible after a *planned interruption*.
- 11.6.2.** This clause 11.6 applies to an *exempt distributor*.
- 11.7. Cancellation or rescheduling of planned interruptions**
- 11.7.1.** Where a *distributor* cancels or reschedules a *planned interruption* it must provide notice of the cancellation or rescheduling:
- (a) as soon as practicable by means of *electronic communication* where the *customer* has nominated a preferred *electronic communication* method or methods; or
 - (b) where the *customer* has not nominated a preferred *electronic communication* method and where the *planned interruption* is cancelled or rescheduled more than 5 *business days* before the scheduled start date, by written notice in hard copy.
- 11.7.2.** A notice under clause 11.7.1 must:
- (a) include a high-level reason as to why the *planned interruption* was cancelled or rescheduled; and
 - (b) otherwise comply with the requirements of clause 11.4.3.

11.8. Informing the Department of Health

11.8.1. In a *widespread supply event*, a *distributor* must:

- (a) inform the Department of Health of the street address of any *point of supply* (unless the *distributor* is satisfied that it is a non-residential *point of supply*) immediately upon forming the view that a *sustained interruption* at that location will persist for more than 24 hours.
- (b) provide the information under subclause (a) to the Department of Health:
 - (i) within 28 hours of a *sustained interruption* occurring and for every 12 hours thereafter until the *sustained interruption* has been resolved; and
 - (ii) in a manner and format agreed from time to time between the Department of Health and the *distributor*.

11.8.2. This clause 11.8 applies to an *exempt distributor*.

12. Life support equipment**12.1. Simplified outline**

The objective of this clause 12 is to ensure that persons who require life support equipment receive the full protections of the life support provisions from when they first advise their retailer or distributor that their premises require life support equipment. These protections apply until the premises is validly deregistered.

This clause sets out:

- a distributor's obligations when notified by a customer or a retailer that a person requiring life support equipment resides at a supply address (clauses 12.2 and 12.3);
- a distributor's ongoing obligations after having registered a customer's premises in its register of life support customers and residents (clause 12.4);
- the circumstances in which a distributor may deregister a customer from its register of life support customers and residents (clause 12.5);
- record-keeping obligations regarding registration and deregistration of life support customers (clause 12.6);
- the corresponding obligations of exempt distributors in relation to life support customers (clause 12.7).

12.2. Registration of life support equipment

12.2.1. *Distributor* obligations when advised by customer

- (a) Within one *business day* after being advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life support customers and residents* the *life support customer details*.
- (b) A *distributor* who is advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, must determine whether the *life support equipment* is fuelled by both electricity and gas and, if it is, inform the *customer* that the *customer* should inform the *gas retailer* or *distributor* who supplies gas at the *customer's* premises that a *life support resident* resides, or is intending to reside, at the *customer's* premises.
- (c) Within 5 *business days* after being advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must give to the *customer*, in plain English:
 - (i) a *medical confirmation form* in accordance with clause 12.2.3;

- (ii) information explaining that, if the *customer* fails to provide *medical confirmation*, the *customer* may be *deregistered* and, if so, the *customer* will cease to receive the *life support protections*;
 - (iii) advice that there may be *planned interruptions* or *unplanned interruptions* to *supply* at the address and that the *distributor* is required to notify them of a *planned interruption* in accordance with clause 11.5.1;
 - (iv) information to assist the *customer* to prepare a plan of action in the case of an *unplanned interruption*;
 - (v) an *emergency* telephone contact number for the *distributor* (the charge for which is no more than the cost of a local call);
 - (vi) advice that if the *customer* decides to change *retailer* at the premises and a person residing at the *customer's* premises continues to require *life support equipment*, the *customer* should advise their new *retailer* of the requirement for *life support equipment*;
 - (vii) information about the types of equipment that fall within the definition of *life support equipment*, and the additional information provided in Schedule 7 of the *Energy Retail Code of Practice*;
 - (viii) advice that the *customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and
 - (ix) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (d) Within one *business day* after being advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must notify the *retailer* that a person residing or intending to reside at the *customer's* premises requires *life support equipment* and the date from which the *life support equipment* is required.

12.2.2. Distributor obligations when advised by retailer

- (a) Within one *business day* after being advised by a *retailer*, under section 40SG(4)(a) of the *Act*, that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life support customers and residents* the *life support customer details*.
- (b) Within one *business day* after being advised by a *retailer*, under section 40SI(2) of the *Act* or under clause 170(1)(b) of the *Energy Retail Code of Practice*, that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life support customers and residents* the *life support customer details*.

12.2.3. Content of medical confirmation form

A *medical confirmation form* must:

- (a) be dated;
- (b) state that completion and return of the form to the *distributor* will satisfy the requirement to provide *medical confirmation* under this Code of Practice;
- (c) request the following information from the *customer*:
 - (i) the *supply address* of the *customer's* premises;
 - (ii) the date from which the *customer* requires *supply* of electricity at the premises for the purposes of the *life support equipment*; and
 - (iii) *medical confirmation*;
- (d) specify the types of equipment that fall within the definition of *life support equipment*;

- (e) advise the date by which the *customer* must return the *medical confirmation form* to the *distributor*; and
- (f) advise the *customer* they can request an extension of time to complete and return the *medical confirmation form*.

12.3. Confirmation of supply address as requiring life support equipment

12.3.1. Where a *medical confirmation form* is provided to a *customer*, the *distributor* must:

- (a) from the date of the *medical confirmation form*, give the *customer* a minimum of 50 *business days* to provide *medical confirmation*;
- (b) provide the *customer* at least two written notices to remind the *customer* that the *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 *customer*, give the *customer* at least one extension of time to provide *medical confirmation*. The extension must be a minimum of 25 *business days*.

12.3.2. 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 can fall within the definition of *life support equipment*; and
- (d) advise the *customer* that:
 - (i) the *customer* must provide *medical confirmation*;
 - (ii) the *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 *customer* being *deregistered*; and
 - (iv) the *customer* can request an extension of time to provide *medical confirmation*.

12.4. Ongoing distributor obligations

12.4.1. Where a *distributor* is required to record *life support customer details* in a *register of life support customers and residents* under clause 12.2.1(a) or clause 12.2.2(a), the *distributor* has the following ongoing obligations:

- (a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *customer's* premises (including *medical confirmation*) or any relevant contact details, give such information to the *retailer* for the purposes of updating the *retailer's register of life support customers and residents*, unless the relevant information was provided to the *distributor* by the *retailer*;
- (b) within one *business day* after being advised by a *customer* or *retailer* of any update to the *life support equipment* requirements for the *customer's* premises or any relevant contact details, update the *register of life support customers and residents*;
- (c) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
- (d) in the case of a *planned interruption*, comply with clause 11.5.1(b).

12.4.2. In addition to the obligations specified in clause 12.4.1, after a *distributor* is required to record a *customer's life support customer details* in a *register of life support customers and residents* under clause 12.2.1(a), if the *distributor* becomes aware (including by way of notification in accordance with the *Market Settlement and Transfer Solution Procedures*) that the *customer*

has subsequently transferred to another *retailer* (a new *retailer*) at that *supply address*, the *distributor* must notify the new *retailer* (within one *business day* after becoming aware) that a person residing at the *customer's supply address* requires *life support equipment*.

12.4.3. Where a *distributor* is required to record *life support customer details* in a *register of life support customers and residents* under clause 12.2.2(b), the *distributor* has the following ongoing obligations:

- (a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *customer's supply address* and any relevant contact details, give such information to the *retailer* for the purposes of updating the *retailer's register of life support customers and residents*, unless the relevant information was provided to the *distributor* by the *retailer*;
- (b) within one *business day* after being advised by a *retailer* of any update to the *life support equipment* requirements for the *customer's supply address* or any relevant contact details, update the *register of life support customers and residents*;
- (c) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
- (d) in the case of a *planned interruption*, comply with clause 11.5.1(b).

12.5. Deregistration of life support customer

12.5.1. A *distributor* must not *deregister* a *customer* except in the circumstances permitted under this clause 12.5.

12.5.2. If a *customer* is *deregistered* by a *distributor*, the *distributor* must:

- (a) within 5 *business days* of the date of *deregistration*, notify the *retailer* 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 12.6.

12.5.3. If a *distributor* is notified by a *retailer* that the *retailer* or an *exempt retailer* has *deregistered* a *customer's supply address*, the *distributor* must (within one *business day* from notification) update the *life support customer details* entered in its *register of life support customers and residents* as required by clause 12.6.

12.5.4. Cessation of distributor obligations after deregistration

The *distributor* obligations under clause 12.4 cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.

12.5.5. Deregistration where medical confirmation not provided

- (a) Where a *customer* who has been registered by a *distributor* under clause 12.2.1(a) fails to provide *medical confirmation*, the *distributor* may *deregister* the *customer* only when:
 - (i) the *distributor* has complied with the requirements under clause 12.3;
 - (ii) the *distributor* has taken reasonable steps to contact the *customer* in connection with the *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 *distributor* has provided the *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 12.3.1; and
 - (iv) the *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 *customer* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
 - (iii) advise the *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 *customer* that the *customer* will no longer receive the *life support protections* when the *customer* is *deregistered*.
- (c) Where a *customer* has been registered by a *distributor* under clause 12.2.2, a *distributor* may *deregister* the *customer* after being notified by the *retailer* that the *retailer* has *deregistered* the *customer's supply address* pursuant to clause 166 of the *Energy Retail Code of Practice*.

12.5.6. *Deregistration* where there is a change in the *customer's* circumstances

Where a *customer* who has been registered by a *distributor* under clause 12.2.1(a) or 12.2.2 advises the *distributor* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the *distributor* may *deregister* the *customer*:

- (a) on the date specified in accordance with subclause (a)(i)(B) if:
 - (i) the *distributor* has provided written notification to the *customer* advising:
 - (A) that the *customer* will be *deregistered* on the basis that the *customer* has advised the *distributor* 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 *customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;
 - (C) that the *customer* will no longer receive the *life support protections* when the *supply address* is *deregistered*; and
 - (D) that the *customer* must contact the *distributor* prior to the date specified in accordance with subclause (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
 - (ii) the *customer* has not contacted the *distributor* prior to the date specified in accordance with subclause (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 *customer* or their authorised representative gives *explicit informed consent* to the *customer* being *deregistered* on that date.

12.5.7. A *distributor* must create a record of each *explicit informed consent* required by clause 12.5.6 and provided by a *customer*, and retain the record for at least 2 years.

12.5.8. A *distributor* may *deregister* a *customer* after being notified by the *retailer* that the *retailer* has *deregistered* the *customer* pursuant to clause 166 of the *Energy Retail Code of Practice*.

12.5.9. A *distributor* may, at any time, request a *customer* whose *supply address* has been registered under clause 12.2 to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.

12.5.10. Deregistration where there is a change in the *customer's retailer*

- (a) Where a *distributor* has registered a *customer* pursuant to clause 12.2.2 and the *distributor* becomes aware (including by way of notification in accordance with the *Market Settlement and Transfer Solution Procedures*) that the *customer* has subsequently transferred its *supply address* to another *retailer*, the *distributor* may deregister the *customer* on the date specified in accordance with subclause (a)(i)(B) if:
 - (i) the *distributor* has provided written notification to the *customer* advising:
 - (A) that the *customer* will be *deregistered*;
 - (B) the date on which the *customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;
 - (C) that the *customer* will no longer receive the protections under this clause 12 when the *customer* is *deregistered*; and
 - (D) that the *customer* must contact the *distributor* prior to the date specified in accordance with subclause (a)(i)(B) if a person residing at the *customer's* premises requires *life support equipment*; and
 - (E) the *customer* has not contacted the *distributor* prior to the date specified in accordance with subclause (a)(i)(B) to advise that a person residing at the *customer's* *supply address* requires *life support equipment*.
- (b) Nothing in subclause (a) affects the operation of clause 12.2.1(a) and 12.2.2 following a *customer's* transfer to the other *retailer*.

12.6. Registration and deregistration details must be kept by distributors

A *distributor* must:

- (a) establish policies, systems and procedures for registering and *deregistering* *life support customers*, to facilitate compliance with the requirements in this clause 12; and
- (b) ensure that the *register of life support customers and residents* is maintained and kept up to date, including:
 - (i) the date when the *customer* requires *supply of energy* at the premises for the purposes of the *life support equipment*;
 - (ii) when *medical confirmation* was received from the *customer* in respect of the premises;
 - (iii) the date when the *customer* is *deregistered* and the reason for *deregistration*; and
 - (iv) a record of communications with the *customer* required by clauses 12.3 and 12.5.

12.7. Exempt distributor obligations**12.7.1. Exempt distributor registration of life support equipment**

- (a) Within one day after being advised by a *small customer* that a person residing or intending to reside at the *customer's* premises requires *life support equipment*, an *exempt distributor* must:
 - (i) record in a *register of life support customers and residents* the *life support customer details*; and
 - (ii) if the *customer* purchases electricity from an *exempt retailer*, notify the *exempt retailer* that a person residing or intending to reside at the *customer's* *supply address* requires *life support equipment* and the date from which the *life support equipment* is required.
- (b) Within one day after being notified by an *exempt retailer* under section 40SJ(5) of the *Act*, an *exempt distributor* must record in a *register of life support customers and residents* the *life support customer details*.

Note: An *exempt distributor* who provides electricity to a *customer* who purchases electricity from a licensed *retailer* has obligations under clause 12.7.5 of this Code of Practice.

12.7.2. Ongoing *exempt distributor* obligations

Where an *exempt distributor* is required to register a *customer* under clause 12.7.1(a) or (b), the *exempt distributor* has the following ongoing obligations:

- (a) if the *customer* purchases electricity from an *exempt retailer*:
 - (i) give the *exempt retailer* relevant information about the *life support equipment* requirements for *customer* and any relevant contact details, for the purposes of updating the *exempt retailer's* registration under section 40SK(1) of the *Act*, unless the relevant information was provided to the *exempt distributor* by the *exempt retailer*;
 - (ii) when advised by the *customer* or an *exempt retailer* of any updates to the *life support equipment* requirements for the *customer's* premises or any relevant contact details, update the *register of life support customers and residents*;
 - (iii) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
- (b) in the case of an *interruption* by the *exempt distributor* that is a *planned interruption*, comply with clause 11.5.1(b);
- (c) within one *business day* after being notified by a *distributor* about a *planned interruption* under clause 11.5.1(b), provide the affected *customer* with written notice.

12.7.3. Deregistration of *life support customer*

- (a) An *exempt distributor* must only *deregister* a *life support customer* in the circumstances permitted under this clause 12.7.3.
- (b) If an *exempt distributor* is notified by an *exempt retailer* that the *exempt retailer* has *deregistered* a *customer's* *supply address*, the *exempt distributor* must update the *life support customer details* entered in its *register of life support customers and residents* as required by clause 12.7.4.
- (c) The *exempt distributor* obligations under clause 12.7.2 cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.

12.7.4. Registration and deregistration details must be kept by *exempt distributors*

An *exempt distributor* must:

- (a) establish policies, systems and procedures for registering and *deregistering* *life support customers*, to facilitate compliance with the requirements in this clause 12.7; and
- (b) ensure that the *register of life support customers and residents* is maintained and are kept up to date, including:
 - (i) the date when the *customer* requires *supply of energy* at the premises for the purposes of the *life support equipment*;
 - (ii) the date when *medical confirmation* was received from the *exempt retailer* in respect of a *customer's* premises; and
 - (iii) the date when the *customer* is *deregistered* and the reason for *deregistration*.

12.7.5. *Exempt distributor* obligations for on-market *customer*

- (a) When advised by a *small customer* who purchases electricity from a *retailer* who is not an *exempt retailer*, the *exempt distributor* must:
 - (i) within one *business day*, record in a *register of life support customers and residents* the *life support customer details*;
 - (ii) determine whether the *life support equipment* is fuelled by both electricity and gas and, if it is, inform the *customer* that the *customer* should inform the gas *retailer* or *distributor* who supply gas at the *customer's* premises that a *life support resident* resides or is intending to reside at the *customer's* premises;

- (iii) within 5 *business days* after receiving advice from the *customer*, give to the *customer*, in plain English:
 - (A) a *medical confirmation form* in accordance with subclause (b);
 - (B) information explaining that, if the *customer* fails to provide *medical confirmation*, the *customer* may be *deregistered* and, if so, the *customer* will cease to receive the *life support protections*;
 - (C) advice that there may be *planned interruptions* or *unplanned interruptions to supply* at the address and that the *exempt distributor* is required to notify them of a *planned interruption* in accordance with clause 11.5;
 - (D) information to assist the *customer* to prepare a plan of action in the case of an *unplanned interruption*;
 - (E) an *emergency* telephone contact number for the *exempt distributor* (the charge for which is no more than the cost of a local call);
 - (F) advice that if the *customer* decides to change *retailer* at the premises and a person residing at the *customer's* premises continues to require *life support equipment*, the *customer* should advise their new *retailer* of the requirement for *life support equipment*;
 - (G) information about the types of equipment that fall within the definition of *life support equipment*, and the additional information provided in Schedule 7 of the *Energy Retail Code of Practice*;
 - (H) advice that the *customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and
 - (I) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (b) Content of *medical confirmation form*
A *medical confirmation form* must:
 - (i) be dated;
 - (ii) state that completion and return of the form to the *exempt distributor* will satisfy the requirement to provide *medical confirmation* under this Code of Practice;
 - (iii) request the following information from the *customer*:
 - (A) the *supply address* of the *customer's* premises;
 - (B) the date from which the *customer* requires *supply* of electricity 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 *customer* must return the *medical confirmation form* to the *exempt distributor*; and
 - (vi) advise the *customer* they can request an extension of time to complete and return the *medical confirmation form*.
- (c) Confirmation of supply address as requiring *life support equipment*
Where a *medical confirmation form* is provided to a *customer*, the *exempt distributor* must comply with subclause 12.3.1(a)–(e).

- (d) A *confirmation reminder notice* must contain the information specified in clause 12.3.2.
- (e) Ongoing *exempt distributor* obligations
Where an *exempt distributor* is required to record *life support customer details* in a *register of life support customer and residents*, the *exempt distributor* has the following ongoing obligations:
 - (i) within one *business day* after being advised by a *customer* of any updates to the *life support equipment* requirements for the *customer's* premises or any relevant contact details, update the *register of life support customers and residents*;
 - (ii) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
 - (iii) in the case of a *planned interruption*, comply with clause 11.5.1(b)
 - (iv) within one *business day* after being notified by a *distributor* about a *planned interruption* under clause 11.5.1(b), provide the affected *customer* with written notice.
- (f) *Deregistration of life support customer*
 - (i) An *exempt distributor* must not *deregister* a *customer* except in the circumstance permitted under subclauses (g) to (h).
 - (ii) If a *customer's supply address* is *deregistered* by an *exempt distributor*, the *exempt distributor* must within one *business day* from *deregistration*, update the *life support customer details* entered in its *register of life support customers and residents* as required by subclause (j).
- (g) *Deregistration where medical confirmation not provided*
Where a *customer* whose has been registered by an *exempt distributor* under subclause (a)(i) fails to provide *medical confirmation*, the *exempt distributor* may *deregister* the *customer* only when:
 - (i) the *exempt distributor* has complied with the requirements under subclause (c);
 - (ii) the *exempt distributor* has taken reasonable steps to contact the *customer* in connection with the *customer's* failure to provide *medical confirmation* in one of the following ways:
 - (A) in person; or
 - (B) by telephone; or
 - (C) by electronic means;
 - (iii) the *exempt distributor* has provided the *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 12.7.5(c); and
 - (iv) the *customer* has not provided *medical confirmation* before the date for *deregistration* specified in the *deregistration notice*.
 - (v) A *deregistration notice* must:
 - (A) be dated;
 - (B) specify the date on which the *customer* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
 - (C) advise the *customer* they will cease to be registered as requiring *life support equipment* unless *medical confirmation* is provided before the date for *deregistration*; and
 - (D) advise the *customer* that the *customer* will no longer receive the *life support protections* when the *customer* is *deregistered*.

- (h) *Deregistration* where there is a change in the customer's circumstances
Where a *customer* who has been registered by an *exempt distributor* under subclause (a)(i) advises the *exempt distributor* 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 distributor* may *deregister* the *customer* on:
- (i) the date specified in accordance with subclause (h)(i)(B) if the *exempt distributor* has provided written notification to the *customer* advising:
 - (A) that the *customer* will be *deregistered* on the basis that the *customer* has advised the *distributor* 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 *customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;
 - (C) that the *customer* will no longer receive the *life support protections* when the *customer* is *deregistered*; and
 - (D) that the *customer* must contact the *exempt distributor* prior to the date specified in accordance with subclause (h)(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 *customer* has not contacted the *distributor* prior to the date specified in accordance with subclause (h)(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
 - (ii) a date that is less than 15 *business days* from the date of written notification if the *customer* or their authorised representative gives *explicit informed consent* to the *customer* being *deregistered* on that date.
 - (iii) An *exempt distributor* must create a record of each *explicit informed consent* required by subclause (ii) and provided by a *customer*, and retain the record for at least 2 years.
 - (iv) An *exempt distributor* may, at any time, request a *customer* whose *supply address* has been registered under clause 12.7.5 to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.
- (i) *Cessation of distributor obligations after deregistration*
The *exempt distributor* obligations under subclause (e) cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.
- (j) *Registration and deregistration details must be kept by exempt distributors*
An *exempt distributor* must:
- (i) establish policies, systems and procedures for registering and *deregistering life support customers* to facilitate compliance with the requirements in this clause 12.7.
 - (ii) ensure that the *register of life support customers and residents* is maintained and kept up to date, including:
 - (A) the date when the *customer* requires *supply of energy* at the premises for the purposes of the *life support equipment*;
 - (B) when *medical confirmation* was received from the *customer* in respect of the premises;
 - (C) the date when the *customer* is *deregistered* and the reason for *deregistration*; and
 - (D) a record of communications with the *customer* required under this clause 12.7.

13. Reliability targets

13.1. Simplified outline

This clause 13 sets out the information that a distributor must publish about targets for the reliability of supply.

13.2. Distributor's targets

13.2.1. Before 30 June each year, a *distributor* must publish on its website the targets for *reliability of supply* for the following year. Where targets for the parameters below are determined by the *AER* in the current *distribution determination*, the *distributor* must publish the targets as determined by the *AER*.

13.2.2. As a minimum, the targets to be published in accordance with clause 13.2.1 must include:

- (a) for *customers* supplied from *CBD feeders*, *urban feeders*, *short rural feeders* and *long rural feeders*:
 - (i) average minutes off *supply* per *customer* (*SAIDI*) due to *planned interruptions*;
 - (ii) average minutes off *supply* per *customer* (*SAIDI*) due to *unplanned interruptions*;
 - (iii) average number of *unplanned interruptions* per *customer* (*SAIFI*), excluding *momentary interruptions*;
 - (iv) average number of *momentary interruptions* per *customer* (*MAIFI*); and
 - (v) average duration of *unplanned interruptions* (*CAIDI*); and
- (b) estimates of the number of *customers* the *distributor* expects will be entitled to payments under clause 14.5.

13.2.3. A *distributor* must provide information about its targets for *reliability of supply* under this clause 13.2 to a *customer* or a *retailer* on request.

13.3. Reliability of supply

13.3.1. A *distributor* must use *best endeavours* to meet targets determined by the *AER* in the current *distribution determination* and targets published under clause 13.2.1 and otherwise meet reasonable *customer* expectations of *reliability of supply*.

13.3.2. Prior to the end of December of each year, a *distributor* must notify each of its *customers* in writing about its role in relation to maintenance of *supply*, *emergencies* and restoration after *interruptions* and the *distributor's* contact details and website address.

13.3.3. On request by a *customer* or by a *retailer* on behalf of a *customer*, a *distributor* must provide information on *reliability of supply* including an explanation for any *interruption to supply* (whether planned or unplanned) to the *customer's supply address*. If the *customer* requests that such information or explanation be in writing, it must be given in writing within 20 *business days* of the request.

14. Guaranteed service levels

14.1. Simplified outline

The objective of this clause 14 is to set out the minimum service levels that distributors are required to provide to certain customers, and the payments that distributors are required to make to customers if they fail to meet those minimum service levels.

14.2. Application of clause

14.2.1. This clause 14 only applies in relation to *customers* whose annual electricity consumption is, or is likely to be, 160 MWh or less.

14.2.2. A *distributor* may undertake to provide higher *guaranteed service levels* than set out in this clause 14 to a *customer* or to any class of *customers*.

14.2.3. For the purposes of this clause 14, if a *distributor* is required to make a *GSL payment* in respect of an event affecting a *supply address*, and a *customer* moves out of that *supply address* before the *GSL payment* is made, then the *distributor* is required to make the *GSL payment* to the *customer* in occupation at the *supply address* at the time when the payment is made.

14.3. Appointments

14.3.1. Where a *distributor* makes an appointment with a *customer*, if the *distributor* is more than 15 minutes late for the appointment, the *distributor* must pay the *customer* \$35.

14.3.2. Where a *distributor* makes an appointment with a *customer*, the *distributor* must specify a period during which the *distributor* will attend ('an appointment window'):

- (a) no greater than 2 hours, where the *customer* or their representative is required, or has advised their choice, to be in attendance; and
- (b) no greater than 1 day, where the *customer* or their representative is not required, and does not advise their choice, to be in attendance, unless an alternative appointment window has been agreed to by the *customer* or their representative.

14.3.3. A request from a *retailer* for a *special meter read* relating to the move in of a new *customer* to an existing *supply address* is not considered to be an appointment for the purposes of this clause 14.3 unless the *customer* or their representative is required, or has advised their choice, to be in attendance.

14.3.4. An appointment window must be notified to the *customer* or their representative by no later than 5 pm on the *business day* prior to the appointment.

14.4. Failure to connect new supply

If a *distributor* does not complete the *connection* work to *connect* a new *customer* within the timeframe as required by clause 3.2, the *distributor* must pay to the *customer* \$80 for each day that it is late, up to a maximum of \$400.

14.5. Supply restoration and low reliability payments

14.5.1. A *distributor* must make a *supply restoration payment* to a *customer* of:

- (a) \$130, if the *customer* experiences more than 18 hours of unplanned *sustained interruptions* per year; or
- (b) \$190, if the *customer* experiences more than 30 hours of unplanned *sustained interruptions* per year; or
- (c) \$380, if the *customer* experiences more than 60 hours of unplanned *sustained interruptions* per year;

not counting the period of an event to which clause 14.5.3, 14.5.4 or 14.6 applies or any period of *interruption* on a *major event day*.

14.5.2. A *distributor* must make a *low reliability payment* to a *customer* of:

- (a) \$130, if the *customer* experiences more than 8 unplanned *sustained interruptions* per year; or
 - (b) \$190, if the *customer* experiences more than 12 unplanned *sustained interruptions* per year; or
 - (c) \$380, if the *customer* experiences more than 20 unplanned *sustained interruptions* per year; and
 - (d) \$40, if the *customer* experiences more than 24 *momentary interruptions* per year; or
 - (e) \$50, if the *customer* experiences more than 36 *momentary interruptions* per year,
- not counting an event to which clause 14.5.3, 14.5.4 or 14.6 applies or any period of *interruption* on a *major event day*.

14.5.3. Despite clauses 14.5.1 and 14.5.2:

- (a) a *supply restoration payment* is not required to be made by a *distributor*:
 - (i) for a *planned interruption* effected with the prior agreement of a *customer*; or

- (ii) for an *unplanned interruption* which is not restored within the time specified in clause 14.5.1 at the request of the *customer*.
- (b) a *planned interruption* requested by a *customer* is not to be counted in determining whether a *low reliability payment* must be made by a *distributor*.

14.5.4. A *distributor* is excused from making a *supply restoration payment* or a *low reliability payment* if the obligation to make the payment arises from any of the following events:

- (a) *load shedding* due to a shortfall in generation, but excluding a shortfall in *embedded generation* that has been contracted to provide network support, except where prior approval has been obtained from the *Commission*;
- (b) automatic *load shedding* due to the operation of under frequency relays following the occurrence of a power system under-frequency condition;
- (c) *load shedding* at the direction or instruction of *AEMO*, *AEMO's* authorised agent, or a *system operator*;
- (d) *interruptions* caused by a failure of:
 - (i) the shared transmission network;
 - (ii) *transmission connection* assets; or
 - (iii) assets forming part of a *distribution system* that is not owned or operated by the *distributor*,

except where the *interruptions* were due to:

- (A) actions, or inactions, of the *distributor* that are inconsistent with good industry practice; or
- (B) inadequate planning of the transmission network *connection* points and where the *distributor* has responsibility for that part of the *transmission connection* planning;
- (e) where prior approval has been obtained from the *Commission*, *load shedding* due to a shortfall in *demand* response initiatives;
- (f) the operation of any equipment, plant or technology installed for the purposes of bushfire safety mitigation in connection with an electric line (other than a private line) that is above the surface of land and in a hazardous bushfire risk area, for example *REFCL*, circuit breakers, or an automatic circuit recloser, on a day declared to be a *total fire ban day* or a *code red day*, in an area for which a *total fire ban day* or a *code red day* has been declared;
- (g) an *interruption* caused or extended by a direction from state or federal *emergency* services, provided that a fault in, or the operation of, the *distribution system* did not cause, in whole or part, the event giving rise to the direction.

14.5.5. A *distributor* who is excused from making a *supply restoration payment* or a *low reliability payment* under clause 14.5.4 must, within 30 *business days* after the end of the quarter in which the event occurred, notify the *Commission* in writing identifying:

- (a) the relevant event in clause 14.5.4 that is applicable and a description of the circumstances of that event;
- (b) the impact of the event on the *distributor's* reliability performance; and
- (c) the extent of the exclusion of liability to make *supply restoration payments* or *low reliability payments*.

14.6. Major event day payments

14.6.1. A *distributor* must make a payment to a *customer* of \$90 if the *customer* experiences an unplanned *sustained interruption* of more than 12 hours on a *major event day*.

14.6.2. Where a *customer* experiences an unplanned *sustained interruption* of more than 12 hours that commenced on a *major event day*, to the extent the *sustained interruption* extends into subsequent *days*, the extension of that *sustained interruption* is not required to be counted by the *distributor* for the purposes of clauses 14.5.1 and 14.5.2.

14.7. Data to be used for determining eligibility of payment

14.7.1. Where a *customer* has *advanced metering infrastructure* or another *meter* type that is capable of recording that a *customer* has experienced a *sustained interruption* or *momentary interruption*, the *distributor* must use data from that *meter* for the purposes of determining the eligibility of a *customer* for a payment under clauses 14.5 or 14.6.

14.7.2. Where a *customer* does not have *advanced metering infrastructure* or another *meter* type that is capable of recording that a *customer* has experienced a *sustained interruption* or *momentary interruption*, the *distributor* may use data from a relevant *feeder* for the purposes of determining the eligibility of a *customer* for a payment under clauses 14.5 or 14.6.

14.8. Time for payment

14.8.1. A *distributor* must make a payment required to be made by clause 14.3.1 (late for appointment) as soon as practicable and in any event within two *retail billing periods* of the day on which the event giving rise to the requirement to make the payment occurred.

14.8.2. A *distributor* must make a payment required to be made by clause 14.4 (failure to connect new supply) as soon as practicable and in any event within two *retail billing periods* of the day on which the event giving rise to the requirement to make the payment occurred.

14.8.3. A *distributor* must:

- (a) at the end of each quarter, determine whether it must make a *supply restoration payment* or *low reliability payment* to a *customer*; and
- (b) make the *supply restoration payment* or *low reliability payment* within 60 *business days* following the completion of the quarter in which the *customer* became eligible for the *supply restoration payment* or *low reliability payment*.

14.8.4. A *distributor* must make a *major event day payment* within 60 *business days* of the *major event day*.

15. Non-compliance by distributors and customers

15.1. Simplified outline

This clause 15 sets out:

- a distributor's obligation to remedy its failure to comply with an obligation under this Code of Practice (clause 15.2);
- a distributor's obligation to notify customers of their failure to comply with an obligation under this Code of Practice (clause 15.3); and
- a customer's obligations in the event of its non-compliance with this Code of Practice (clauses 15.4 and 15.5).

15.2. Distributor's obligation to remedy

15.2.1. If a *distributor* breaches this Code of Practice, it must remedy that breach as soon as practicable.

15.2.2. Where a breach of this Code of Practice by a *distributor* is found to be caused by a *customer* not complying with the Code of Practice, the *distributor* is deemed to have complied with the Code of Practice unless the *distributor* does not act in accordance with clause 15.4.2 to seek the *customer's* compliance.

15.2.3. This clause 15.2 applies to an *exempt distributor*.

15.3. Notification to customers

If a *distributor* becomes aware of its failure to comply with any obligation under this Code of Practice, which can reasonably be expected to have a material adverse impact on a *customer*, it must:

- (a) notify each *customer* likely to be adversely affected by the non-compliance within 5 *business days*;
- (b) undertake an investigation of the non-compliance as soon as practicable but in any event within 20 *business days*; and
- (c) advise the *customer* of the steps it is taking to comply.

15.4. Non-compliance by customers

15.4.1. A *customer* is deemed to comply with an obligation under this Code of Practice unless the *customer* is expressly informed of the non-compliance or otherwise becomes aware of the non-compliance or could reasonably have been expected to be aware of the non-compliance.

15.4.2. If a *distributor* becomes aware of a breach of this Code of Practice by a *customer*, which is not of a trivial nature, the *distributor* must notify the *customer*, in writing and as far as possible using plain English, of:

- (a) details of the non-compliance and its implications, including any impact on the *distributor* and other *customers*;
- (b) actions that the *customer* could take to remedy the non-compliance;
- (c) a reasonable time period in which compliance must be demonstrated;
- (d) any consequences of non-compliance; and
- (e) the *distributor's* procedure for handling *complaints*.

15.4.3. A *customer* must use *best endeavours* to remedy any non-compliance with this Code of Practice within the time period specified in any notice of non-compliance sent by a *distributor* in accordance with clause 15.4.2.

15.5. Tenants' obligations

15.5.1. Where a *residential customer* has been advised of non-compliance with this Code of Practice in accordance with clause 15.4.2 and is unable to remedy the non-compliance because they are not the owner of the *supply address*, the *residential customer* must use *best endeavours* to have the owner or other person responsible for the *supply address* fulfil the obligation.

15.5.2. On request, the *residential customer* must provide the *distributor* with evidence that they have notified the owner, or other person responsible, of the non-compliance and of the requirement to comply with this Code of Practice.

16. Disconnection of supply**16.1. Simplified outline**

This clause 16 sets out the circumstances in which a distributor:

- is permitted to disconnect supply to a customer's supply address (clauses 16.2 to 16.6); and
- is prohibited from disconnecting supply (clauses 16.4.1(a) and 16.7).

16.2. Non-compliance

16.2.1. A *distributor* may *disconnect supply* to a *customer's supply address* if:

- (a) the *customer* has not fulfilled an obligation to comply with this Code of Practice as notified under clause 15.4.2; and
- (b) the *distributor* has given the *customer* a *disconnection warning notice* of its intention to *disconnect* the *customer* after 5 *business days* after the date of receipt of the *disconnection warning notice* (in addition to the period of notice referred to in clause 15.4.2); and

- (c) the *customer* fails to comply with the notice or enters into an arrangement to comply but fails to comply with that arrangement.

16.2.2. This clause 16.2 applies to an *exempt distributor*.

16.3. Health, safety or emergency

16.3.1. A *distributor* may *disconnect supply* to a *customer's supply address* if *supply* otherwise would potentially endanger or threaten to endanger the health or safety of any person or the environment or an element of the environment or if there is otherwise an *emergency*.

16.3.2. Except in the case of an *emergency*, or where there is a need to reduce the risk of fire or where relevant regulations require otherwise, a *distributor* must not *disconnect a customer's supply address* under clause 16.3.1 unless the *distributor* has:

- (a) given the *customer* written notice of the reason;
- (b) allowed the *customer* 5 *business days* from the date of receipt of the notice to eliminate the cause of the potential danger; and
- (c) after the expiration of those 5 *business days*, given the *customer* a *disconnection warning notice* of its intention to *disconnect the customer* after a further 5 *business days* from the date of receipt of the *disconnection warning notice*, if the *customer* has not eliminated the cause of the potential danger within that further period.

16.3.3. This clause 16.3 applies to an *exempt distributor*.

16.4. Retailer's request

16.4.1. If the *customer's retailer* has requested *disconnection*:

- (a) a *distributor* must not *disconnect supply* to a *customer's supply address* if the *distributor* has reasonable grounds to suspect that the *retailer* has requested *disconnection* in circumstances where a *retailer* is prohibited from arranging *disconnection* under the *Act*;

Note: See Division 5C of the *Act*.

- (b) if subclause (a) does not apply, then a *distributor* must *disconnect supply* to a *customer's supply address*, unless the *distributor* is otherwise prohibited from doing so under clause 16.7.2.

16.4.2. Upon the receipt of a valid request by the *customer's retailer*, where the *distributor* is able to *disconnect supply* to the *customer's supply address* by *de-energising the customer's supply address* remotely and reasonably believes that it can do so safely then, subject to clause 16.7, the *distributor* must use its *best endeavours* to *disconnect supply* to the *customer's supply address* within two hours.

16.4.3. Clause 16.4.2 does not apply to a request for *disconnection* at a scheduled time.

16.4.4. This clause 16.4 applies to an *exempt distributor*.

16.5. Customer's request

16.5.1. A *distributor* must *disconnect supply* to a *customer's supply address* if the *customer* has requested *disconnection* and must use *best endeavours* to *disconnect supply* in accordance with the *customer's* request.

16.5.2. Upon such a request, where the *distributor* is able to *disconnect supply* to the *customer's supply address* by *de-energising the customer's supply address* remotely and reasonably believes that it can do so safely, subject to clause 16.7, the *distributor* must use its *best endeavours* to *disconnect supply* to the *customer's supply address* within two hours of the request being validated by the *distributor*.

16.5.3. Clause 16.5.2 does not apply to a request for *disconnection* at a scheduled time.

16.5.4. This clause 16.5 applies to an *exempt distributor*.

16.6. Illegal supply

16.6.1. A distributor may *disconnect supply* to a customer's supply address immediately if:

- (a) the supply of electricity to a customer's electrical installation is used other than at the customer's premises, except in accordance with the *Act*;
- (b) a customer takes at the customer's supply address electricity supplied to another supply address;
- (c) a customer tampers with, or permits tampering with, the meter or associated equipment; or
- (d) a customer allows electricity supplied to the customer's supply address to bypass the meter.

16.6.2. This clause 16.6 applies to an *exempt distributor*.

16.7. No disconnection

16.7.1. A distributor must not *disconnect supply* to a customer's supply address except in the case of an *emergency*, or under clause 16.6, or otherwise as agreed with a customer:

- (a) before 8 am or after 2 pm (for a residential customer) or 3 pm (for a business customer) on a weekday; or
- (b) on a Friday, a weekend, *public holiday* or on the day before a *public holiday*.

16.7.2. Despite any other provision of this Code of Practice, a distributor must not *disconnect supply* to a customer:

- (a) if the customer or the customer's supply address is registered in the distributor's register of life support customers and residents, except in the case of an *emergency*; or
- (b) for non-compliance under clause 16.2 if:
 - (i) the customer is a tenant and is unable to remedy the non-compliance because it is not the owner of the supply address, and has met the requirements of clause 15.5; or
 - (ii) there is a dispute between the customer and the distributor which has been notified by the customer under clause 18 and is still being dealt with by the distributor under that clause, or which is the subject of proceedings before the *energy ombudsman* or other relevant external dispute resolution body; or
- (c) if the distributor reasonably considers that *disconnecting supply* would in any way immediately endanger the health or safety of any person.

Note: See also clause 16.4.1(a).

16.7.3. This clause 16.7 applies to an *exempt distributor*.

17. Reconnection of supply**17.1. Simplified outline**

This clause 17 sets out a distributor's obligations to reconnect a customer following disconnection.

17.2. Distributor's reconnection obligations

17.2.1. If a distributor has *disconnected* a customer as a result of:

- (a) non-compliance with this Code of Practice under clause 16.2, and the customer has remedied the non-compliance within 10 *business days* of *disconnection*;
- (b) danger under clause 16.3, and the customer has eliminated the cause of the danger within 10 *business days* of *disconnection*; or
- (c) a request from a *retailer*,

on request by the customer or by a retailer on behalf of the customer, but subject to other applicable laws and codes of practice and the customer paying any reconnection charge (as permitted under the *approved pricing proposal*), the distributor must *reconnect* the customer.

17.2.2. Subject to clauses 17.2.4 and 17.2.5, if a *customer*, or a *retailer* on behalf of a *customer*, makes a request for *reconnection* under clause 17.2.1 to a *distributor*:

- (a) before 3 pm on a *business day*, the *distributor* must:
 - (i) where the *distributor* is able to *reconnect* the customer by re-energising the *customer's supply address* remotely, use *best endeavours* to *reconnect* the *customer* within two hours of a request being validated by the *distributor*; and
 - (ii) in any event, *reconnect* the *customer* on the day of the request;
- (b) after 3 pm and before 9 pm on a *business day* and if the *customer* pays any applicable additional after-hours reconnection charge, the *distributor* must:
 - (i) where the *distributor* is able to *reconnect* the customer by re-energising the *customer's supply address* remotely, use *best endeavours* to *reconnect* the *customer* within two hours of a request being validated by the *distributor*; and
 - (ii) in any event, *reconnect* the *customer* by the next *business day*; and
- (c) after 3 pm and before 9 pm on a *business day* and if the *customer* has not paid any applicable additional after-hours reconnection charge, the *distributor* must *reconnect* the *customer* by the next *business day*.
- (d) after 9 pm on a *business day* or on a day that is not a *business day*, the *distributor* must *reconnect* the *customer* by the next *business day*.

17.2.3. A *distributor* and a *customer* may agree that *reconnection* may occur at a later time than required under clause 17.2.2.

17.2.4. A *distributor* is not obliged to *reconnect* a *customer* under clause 17.2.2 unless the *distributor* reasonably believes that it can do so safely.

17.2.5. A *distributor* is not obliged to *reconnect* a *customer* in the timeframes provided by clause 17.2.2 where a *distributor* does not own the meter or where a site visit is required, in which case the *distributor* must use *best endeavours* to *reconnect* the *customer* as soon as practicable.

17.2.6. This clause 17.2 applies to an *exempt distributor*.

18. Complaints and dispute resolution

18.1. Simplified outline

This clause 18 sets out a distributor's obligations in dealing with complaints and identifies information that must be given to customers about complaint handling and dispute resolution processes.

18.2. How distributors must handle complaints

18.2.1. A *distributor* must handle a *complaint* by a *customer* in accordance with the *Australian Standard ISO 10002:2018* (Quality management – Customer satisfaction – Guidelines for complaints handling in organisations) as amended from time to time. The *distributor* must include information on its *complaint* handling processes in the *distributor's* website.

18.2.2. When a *distributor* responds to a *customer's complaint*, the *distributor* must inform the *customer* in writing that:

- (a) the *customer* has a right to raise the *complaint* to a higher level within the *distributor's* management structure; and
- (b) if, after raising the *complaint* to a higher level, the *customer* is still not satisfied with the *distributor's* response, the *customer* has a right to refer the *complaint* to the *energy ombudsman*, or other relevant external dispute resolution body.

18.2.3. A *distributor* must include the contact details for the *energy ombudsman* on any *disconnection warning notice* issued by the *distributor*.

18.2.4. Clauses 18.2.1, 18.2.2(a) and 18.2.3 apply to an *exempt distributor*.

18.3. Distributors to give information about dispute resolution

When responding to a *connection application*, including any request to alter, upgrade or augment an existing *connection*, made by or on behalf of a *customer* (other than a *market customer*), the *distributor* must inform the *customer* or *retailer* that disputes regarding the charges, terms and conditions of any *connection agreement* are resolved by the *AER* under Part G of Chapter 5A of the *NER*.

Part 3 Technical Obligations

19. Asset management and planning

19.1. Simplified outline

This clause 19 sets out a distributor's obligations to develop and implement plans to ensure security and reliability of supply, in particular its obligations to:

- assess, record, test and develop and implement plans for its distribution system assets (clause 19.2); and
- submit planning reports to the Commission (clauses 19.3 and 19.4).

19.2. Good asset management

19.2.1. A *distributor* must use *best endeavours* to:

- (a) assess and record the nature, location, condition and performance of its *distribution system* assets;
- (b) develop and implement plans for the acquisition, creation, maintenance, operation, refurbishment, repair and disposal of its *distribution system* assets and plans for the establishment and *augmentation* of *transmission connections*:
 - (i) to comply with the laws and other performance obligations which apply to the provision of *distribution* services including those contained in this Code of Practice;
 - (ii) to minimise the risks associated with the failure or reduced performance of assets; and
 - (iii) in a way which minimises costs to *customers* taking into account *distribution losses*; and
- (c) develop, test or simulate and implement contingency plans (including, where relevant, plans to strengthen the security of *supply*) to deal with events which have a low probability of occurring, but are realistic and would have a substantial impact on *customers*.

Note: Clause 19.2.1 defines elements of good asset management which are designed to encourage innovation in the provision of distribution services and not prescribe *distributors'* practices in detail. The *Commission* may, however, undertake detailed examination of a *distributor's* practices if there is a substantial decline in the *quality of supply* or *reliability of supply*, or evidence of a significant risk that such a decline may occur in the future when compared to the licensee's historical performance and its performance targets.

19.2.2. Clauses 19.2.1(a) and 19.2.1(b) apply to an *exempt distributor*.

19.3. Transmission Connection Planning Report

19.3.1. Together with each other *distributor*, a *distributor* must submit to the *Commission* a joint annual report called the 'Transmission Connection Planning Report' detailing how together all *distributors* plan to meet predicted *demand* for electricity supplied into their distribution networks from *transmission connections* over the following ten calendar years.

19.3.2. For the purpose of clause 19.3.1, the report must include the following information:

- (a) the historical and forecast *demand* from, and capacity of, each *transmission connection*;
- (b) an assessment of the magnitude, probability and impact of loss of *load* for each *transmission connection*;

- (c) each *distributor's* planning standards;
- (d) a description of feasible options for meeting forecast *demand* at each *transmission connection* including opportunities for *embedded generation* and *demand* management and information on land acquisition where the possible options are constrained by land access or use issues;
- (e) the availability of any contribution from each *distributor* including where feasible, an estimate of its size, which is available to *embedded generators* or *customers* to reduce forecast *demand* and defer or avoid *augmentation* of a *transmission connection*; and
- (f) where a preferred option for meeting forecast *demand* has been identified, a description of that option, including its estimated cost, to a reasonable level of detail.

19.3.3. Each *distributor* must publish the Transmission Connection Planning Report on its website and, on request by a *customer*, provide the *customer* with a copy.

19.4. Distribution System Planning Report

19.4.1. A *distributor* must submit to the *Commission* an annual report called the 'Distribution System Planning Report' detailing:

- (a) how it plans over the following five calendar years to meet predicted *demand* for electricity *supplied* through its subtransmission lines, zone substations and *high voltage* lines;
- (b) how it plans over the following five calendar years to improve *reliability of supply* to its *customers*;
- (c) in the case of the *Melbourne CBD distributor* only, how it plans over the following five calendar years to implement any *CBD* security of supply upgrade plan;
- (d) how it plans over the following five calendar years to install any plant, equipment or technology that may result in a *REFCL condition*;
- (e) its use of *advanced metering infrastructure* technology.

19.4.2. In fulfilling the requirements of clause 19.4.1(a), the report must include the following information:

- (a) the historical and forecast *demand* from, and capacity of, each zone substation;
- (b) an assessment of the magnitude, probability and impact of loss of *load* for each subtransmission line and zone substation;
- (c) the *distributor's* planning standards;
- (d) a description of feasible options for meeting forecast *demand* including opportunities for *embedded generation* and *demand* management;
- (e) where a preferred option for meeting forecast *demand* has been identified, a reasonably detailed description of that option, including estimated costs; and
- (f) the availability of contributions from the *distributor* to *embedded generators* or *customers* to reduce forecast *demand* and defer or avoid *augmentation* of the *distribution system*.

19.4.3. In fulfilling the requirements of clause 19.4.1(b), the report must include the following information:

- (a) a description of the nature, timing, cost and expected impact on performance of the *distributor's* reliability improvement programs; and
- (b) an evaluation of the reliability improvement programs undertaken in the preceding year.

19.4.4. In fulfilling the requirements of clause 19.4.1(c), the report must include the following information:

- (a) an outline of the capital and other works carried out in the preceding year in implementing the *Melbourne CBD* security of supply upgrade plan;

- (b) an evaluation of whether the relevant security of supply objectives specified in the Melbourne *CBD* security of supply upgrade plan have been achieved in the preceding year; and
- (c) an outline of the capital and other works connected with the security of supply objectives proposed to be carried out in the following 5 years.

19.4.5. In fulfilling the requirements of clause 19.4.1(d), the report must identify:

- (a) the parts of the *distribution system* where the *distributor* has or intends to install a *REFCL*; and
- (b) the parts of the *distribution system* where a *REFCL condition* may be experienced.

19.4.6. In fulfilling the requirements of clause 19.4.1(e), the report must include the following information:

- (a) how information generated by *advanced metering infrastructure* is being used to better support *life support customers*;
- (b) how information generated by *advanced metering infrastructure* is being used to guide network planning and *demand* side response initiatives;
- (c) how information generated by *advanced metering infrastructure* is being used to support network reliability initiatives; and
- (d) the *quality of supply* information described in schedule 2.

19.4.7. Each *distributor* must publish the Distribution System Planning Report on its website and, on request by a *customer*, provide the *customer* with a copy.

19.5. Melbourne CBD security of supply

19.5.1. Without limiting clause 19.2, the *Melbourne CBD distributor* must take steps to strengthen the security of supply in the Melbourne *CBD* in accordance with this clause 19.5.

19.5.2. The *Melbourne CBD distributor* must, not more than 30 days after receiving a notice from the Commission, submit to the Commission a plan that:

- (a) specifies strengthened security of supply objectives for the Melbourne *CBD* and a date or dates by which those objectives must be met;
- (b) specifies the capital and other works proposed by the *Melbourne CBD distributor* in order to achieve the security of supply objectives for the Melbourne *CBD* that are specified in the plan; and
- (c) meets the *regulatory test* for distribution.

19.5.3. If the *Commission*:

- (a) is satisfied that a plan submitted under clause 19.5.2 meets the requirements of clause 19.5.2, that plan shall be the *CBD* security of supply upgrade plan;
- (b) is not satisfied that a plan submitted under clause 19.5.2 meets the requirements of clause 19.5.2, the *Commission* may require the *Melbourne CBD distributor* to submit a revised plan within a reasonable period advised by the *Commission*, in which a case clauses 19.5.2 and 19.5.3 apply to that revised plan;

19.5.4. The *Melbourne CBD distributor* may amend the *CBD* security of supply upgrade plan:

- (a) without the approval of the *Commission* if the amendment does not prejudice the achievement of the security of supply objectives or result in a reduction of the standard of works, that are specified in the *CBD* security of supply upgrade plan in effect immediately before that amendment; or
- (b) in any other case, only with the prior written approval of the *Commission*.

19.5.5. The *Melbourne CBD distributor* must:

- (a) carry out the capital and other works specified in the *CBD security of supply upgrade plan* in accordance with that plan;
- (b) ensure that the Melbourne CBD distribution system meets the security of supply objectives specified in the *CBD security of supply upgrade plan* on and from the dates specified in the *CBD security of supply upgrade plan*; and
- (c) otherwise implement the *CBD security of supply upgrade plan* in accordance with its terms.

20. Quality of supply**20.1. Simplified outline**

This clause 20 sets out a distributor's obligations in respect of maintaining quality of supply. Clause 20.4.8 specifies circumstances in which a distributor must compensate any person whose property is damaged due to excessive voltage variations.

20.2. Compliance with quality of supply requirements

A *distributor's* obligations under this clause in respect of maintaining *quality of supply* may be varied pursuant to any direction or instruction lawfully issued to the *distributor* by *AEMO*, or *AEMO's* authorised agent or delegate, in the exercise of powers under Part 8 of the *NEL* or Chapter 4 of the *NER*.

20.3. Supply frequency

20.3.1. *AEMO* is responsible for the frequency of each *distributor's distribution system*, having an obligation under the *NER* to use reasonable endeavours to maintain *system* frequency at 50 Hz, subject to the allowable variations permitted under the *NER*.

20.3.2. A *distributor* has no obligation in respect of the frequency of its *distribution system*.

20.4. Voltage

20.4.1. Subject to clause 20.4.2, a *distributor* must maintain a *nominal voltage* level at one of the following standard *nominal voltages* measured at the point identified in the second column of Table 1, being either the *meter* electrically closest to, and applicable to, the *point of supply* to the *customer's electrical installation* (Meter) or at the *point of supply* to the *customer's electrical installation* (POS).

Table 1

230 V	Meter
400 V	Meter
460 V	Meter
6.6 kV	POS
11 kV	POS
22 kV	POS
66 kV	POS

20.4.2. Subject to clause 20.4.3, variations from the relevant standard *nominal voltage* listed in clause 20.4.1 may occur in accordance with Table 2 (excluding line 2).

Table 2

STANDARD NOMINAL VOLTAGE VARIATIONS					
	Voltage Level in kV	Voltage Range for Time Periods			Impulse voltage
		Steady State	Less than 1 minute	Less than 10 seconds	
1	<1	AS 61000.3.100*	+ 13% - 10%	Phase to Earth +50%, -100% Phase to Phase +20%, -100%	6 kV peak
2**		+ 13% - 10%			
3	1 – 6.6	± 6% (± 10% Rural Areas)	± 10%	Phase to Earth +80%, -100% Phase to Phase +20%, -100%	60 kV peak
4	11				95 kV peak
5	22				150 kV peak
6	66	± 10%	± 15%	Phase to Earth +50%, -100% Phase to Phase +20%, -100%	325 kV peak

Notes:

* When examining network-wide compliance, functional compliance is met if the limits in Table 2 of AS 61000.3.100 (up to 1% of measurements below 216 V and up to 1% of measurements above 253 V) are maintained across at least 95% of a distributor's customers.

** Row 2 values (steady state, less than 1 minute, and less than 10 seconds) define the circumstances in which a distributor must compensate a person whose property is damaged due to voltage variations according to clause 20.4.8. Schedule 3 illustrates this further.

20.4.3. During the period in which a *REFCL condition* is experienced on the *distribution system* (including when a *REFCL condition* arises from the commissioning and testing of a *REFCL*):

- (a) the Phase to Earth *voltage* variations in Row 5 of Table 2 of clause 20.4.2 does not apply; and
- (b) the Phase to Phase *voltage* variations in Table 3 apply to that part of the 22 kV *distribution system* experiencing the *REFCL condition*.

Table 3

PHASE TO PHASE NOMINAL VOLTAGE VARIATIONS				
Voltage Level in kV	Voltage Range for Time Periods			Impulse voltage
	Steady State	Less than 1 minute	Less than 10 seconds	
22	± 6% (± 10% rural areas)	± 10%	Phase to Phase ± 20%, -100%	150 kV peak

20.4.4. A distributor must control overvoltage in accordance with IEC 60364-4-44.

20.4.5. A distributor must use *best endeavours* to minimise the frequency of *voltage* variations allowed under clause 20.4.2 for periods of less than 1 minute (other than in respect of AS 61000.3.100, where the time period of less than one minute does not apply).

20.4.6. A distributor may send, in accordance with AS/NZS 61000.2.2:2003, signals for the following:

- (a) ripple control systems; or
- (b) medium-frequency power-line carrier systems; or
- (c) radio-frequency power-line carrier systems.

20.4.7. A *distributor* must monitor and record:

- (a) steady state *voltages* and *voltage* variations at each zone substation in its *distribution system* which are outside the limitations specified in Table 2 and Table 3;
- (b) steady state *voltages* and *voltage* variations of a duration of more than one minute which are outside the range of steady state *voltages* specified in Table 2 and Table 3 at the extremity of one *feeder* supplied from each of those zone substations;
- (c) the *voltage* and *voltage* variations in accordance with AS 61000.3.100 using information generated by *advanced metering infrastructure*.

20.4.8. Without limiting the liability of a *distributor* under any other provision of this Code of Practice, but subject to clauses 20.2 and 9.2.5, a *distributor* must compensate any person whose property is damaged due to *voltage* variations outside the limits prescribed by rows 2 to 6 of Table 2 and Table 3, in accordance with Schedule 4 (Voltage variation compensation).

Note: Schedule 3 provides additional information regarding the operation of Table 2 and its interaction with this clause 20.4.8.

20.4.9. Clauses 20.4.1 to 20.4.6 apply to an *exempt distributor*.**20.5. Power factor****20.5.1.** A *customer* must ensure that the *customer's demand* for *reactive power* does not exceed the maximum level allowed by applying the *power factor* limits specified in Table 4 to the *customer's* maximum *demand* for *apparent power* (measured in kVA) or *active power* (measured in kW).**20.5.2.** If, for the purposes of clause 20.5.1, the *customer's* maximum *demand* for *apparent power* (R_{max}) is used, then the *customer's* allowable *demand* for *reactive power* (Q_{max}) is calculated using the formula:

$$Q_{max} = R_{max} * (1 - pf_{min}^2)^{1/2}$$

where pf_{min} is the minimum *power factor* specified in Table 4.

20.5.3. If, for the purposes of clause 20.5.1, the *customer's* maximum *demand* for *active power* (P_{max}) is used, then the *customer's* allowable *demand* for *reactive power* (Q_{max}) is calculated using the formula:

$$Q_{max} = (P_{max} / pf_{min}) * (1 - pf_{min}^2)^{1/2}$$

where pf_{min} is the minimum *power factor* specified in Table 4.

20.5.4. If the *customer's* network tariff includes a charge for the maximum *demand* for *apparent* or *active power*, then, for the purposes of this clause 20.5, the *customer's* maximum *demand* for *apparent* or *active power* is to be taken to be the maximum *demand* for which it was most recently billed.**20.5.5.** Despite clause 20.5.1, a *customer* must use *best endeavours* to keep the *power factor* of its *electrical installation* within the relevant range set out in Table 4 when the *customer's* *demand* for *active* or *apparent power* is at or more than 50% of the *customer's* maximum *demand*.

Table 4

POWER FACTOR LIMITS						
Supply Voltage in kV	Power Factor Range for Customer Maximum Demand and Voltage					
	Up to 100 kVA / 100 kW		100 kVA – 2 MVA 100 kW – 2 MW		Over 2 MVA / 2 MW	
	Minimum lagging	Minimum leading	Minimum lagging	Minimum leading	Minimum lagging	Minimum leading
< 6.6	0.8	0.8	0.8	0.8	0.85	0.85
6.6 11 22	0.8	0.8	0.85	0.85	0.9	0.9
66	0.85	0.85	0.9	0.9	0.95	0.98

20.5.6. This clause 20.5 applies to an *exempt distributor*.

20.6. Harmonics

20.6.1. A *distributor* must ensure that the harmonic levels in the voltage at *point of common coupling* nearest to a *customer's point of supply* comply with the levels referred to in the system standards set out in clause S5.1a.6 of Schedule 5.1a to the *NER*.

20.6.2. Subject to clause 20.6.1, a *distributor* must comply with the system standards set out in clause S5.1a.6 of Schedule 5.1a to the *NER*, and must establish a 'planning level' in accordance with clause S5.1a.6 of the *NER*.

20.6.3. A *customer* must keep harmonic currents below the *harmonic distortion* limits specified in Table 5 and otherwise comply at its *point of supply* with the *IEEE Standard 519-2014: Recommended Practice and Requirements for Harmonic Control in Electrical Power Systems*.

Table 5

CURRENT HARMONIC DISTORTION LIMITS						
I_{sc}/I_L	Maximum Harmonic Current Distortion in Percent of I_L					
	Individual Harmonic Order 'h' (Odd Harmonics)					Total Harmonic Distortion
	<11	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$	
<20*	4.0%	2.0%	1.5%	0.6%	0.3%	5.0%
20<50	7.0%	3.5%	2.5%	1.0%	0.5%	8.0%
50<100	10.0%	4.5%	4.0%	1.5%	0.7%	12.0%
100<1000	12.0%	5.5%	5.0%	2.0%	1.0%	15.0%
>1000	15.0%	7.0%	6.0%	2.5%	1.4%	20.0%

Notes:

1. Even harmonics are limited to 25% of the odd harmonics listed above.
2. Current distortions that result in a DC offset, e.g. half-wave converters, are not allowed.
3. *All power generation equipment is limited to these values of current distortion, regardless of actual I_{sc}/I_L .
4. I_{sc} = maximum short-circuit current at *point of supply*.
5. I_L = maximum demand load current (fundamental frequency component) at *point of supply*.

20.6.4. Clauses 20.6.1 and 20.6.2 apply to an *exempt distributor*.

20.7. Inductive interference

20.7.1. A *distributor* must ensure that inductive interference caused by its *distribution system* is within the limits specified in *AS 2344:2016*.

20.7.2. This clause 20.7 applies to an *exempt distributor*.

20.8. Negative sequence voltage

20.8.1. A *distributor* must maintain the negative sequence *voltage* at the *point of common coupling* to a *customer's* three phase *electrical installation* in accordance with the system standard in clause S5.1a.7 of Schedule 5.1a to the *NER*.

20.8.2. This clause 20.8 applies to an *exempt distributor*.

20.9. Load balance

20.9.1. A *customer* must ensure that the current in each phase of a three phase *electrical installation* does not deviate from the average of the three phase currents:

- (a) by more than 5%, for a standard *nominal voltage* up to 1 kV; and
- (b) by more than 2%, for a standard *nominal voltage* above 1 kV.

20.9.2. Despite clause 20.9.1, deviations are permissible for periods of less than 2 minutes:

- (a) up to 10%, for a standard *nominal voltage* up to 1 kV; and
- (b) up to 4%, for a standard *nominal voltage* above 1 kV.

20.9.3. This clause 20.9 applies to an *exempt distributor*.

20.10. Disturbing loads

20.10.1. A *distributor* must maintain *voltage* fluctuations at each *point of common coupling* at a level no greater than the levels specified in accordance with the system standards set out in clause S5.1a.5 of Schedule 5.1a to the *NER*.

20.10.2. If two or more *customers' electrical installations* are *connected* at the same *point of common coupling*, the maximum permissible contribution to *voltage* fluctuations allowable from each *customer* is to be determined in proportion to their respective maximum *demand*, unless otherwise agreed.

20.10.3. This clause 10 applies to an *exempt distributor*.

20.11. Monitoring quality of supply

Each *distributor* must monitor *quality of supply* in accordance with the principles applicable to good asset management as contemplated by clause 19.2 and clause 20.4.7.

21. Embedded generating units

21.1. Simplified outline

This clause 21 sets out technical obligations that apply only to or in relation to embedded generators.

The connection of embedded generating units to a distribution system is governed by the *NER* and by clause 3.6 of this Code of Practice.

21.2. Application of this Part

21.2.1. The obligations in this Part apply only to *embedded generators* whose *embedded generating units* are within the band of 5 MW to 30 MW.

21.2.2. If two or more *embedded generating units* are *connected* in parallel, the *embedded generators* obligations under clauses 21.6, 21.7, 21.8 and 21.9 of this Code of Practice apply to the *point of common coupling* and the maximum permissible contribution of each *embedded generating unit* is to be determined in proportion to their capacity, unless the *Commission* approves otherwise.

21.3. Supply frequency

An *embedded generator* must ensure that the *embedded generating unit* is capable of continuous uninterrupted operation at the system frequency of 50 Hz and within the *normal operating frequency band*.

21.4. Co-ordination and compliance of embedded generating units

21.4.1. An *embedded generator* must ensure that:

- (a) the *embedded generating unit*, and any equipment within it that is *connected* to a *distribution system*:
 - (i) complies with this Code of Practice;
 - (ii) complies with the *Electricity Safety (General) Regulations 2019*;
 - (iii) complies with all relevant *Australian Standards*;
 - (iv) is maintained in a safe condition; and
- (b) *protection equipment* is at all times effectively coordinated with the electrical characteristics of the *distribution system*.

21.4.2. A *distributor* may *disconnect*, or request an *embedded generator* to *disconnect*, any *embedded generating unit* from the *distribution system* if the *embedded generating unit* breaches the *Electricity Safety (General) Regulations 2019*, or is not in compliance with the relevant *Australian Standards*.

21.4.3. If requested under clause 21.4.2, an *embedded generator* must *disconnect* the *embedded generating unit* from the *distribution system*.

21.5. Minimum requirements for embedded generating units (synchronous type)

21.5.1. This clause 21.5 applies only to synchronous *embedded generating units*.

21.5.2. An *embedded generating unit* over 5 MW must have:

- (a) an *excitation control system* including *voltage* regulator; and
- (b) a *governor system* responsive to *system* frequency changes.

21.5.3. An *embedded generator* must ensure that each of its *embedded generating units* with a nameplate rating over 10 MW complies with the *NER* requirements for *generating units* with a nameplate rating over 30 MW with regard to:

- (a) response to disturbances;
- (b) safe shutdown without external *electricity supply*;
- (c) restart following loss of external *electricity supply*; and
- (d) frequency responsiveness and governor stability.

21.6. Negative sequence voltage

An *embedded generator* must ensure that an *embedded generating unit's* contribution to the negative sequence *voltage* at the *point of connection* between the *embedded generating unit* and the *distribution system* does not vary other than in accordance with the system standards set out in clause S5.1a.7 of Schedule 5.1a to the *NER*.

21.7. Harmonics

21.7.1. An *embedded generator* must ensure that an *embedded generating unit's* contribution to the *harmonic distortion* levels in the *supply voltage* at the *point of connection* between the *embedded generating unit* and the *distribution system* is within the system standards referred to in clause 20.6.1.

21.7.2. An *embedded generator* must comply with *IEEE Standard 519-2014: Recommended Practice and Requirements for Harmonic Control in Electrical Power Systems* and the current harmonic limits in Table 5.

21.8. Inductive interference

An *embedded generating unit* must not cause inductive interference above the limits specified in *AS 2344:2016*.

21.9. Fault levels

An *embedded generator* must design and operate its *embedded generating unit* so that it does not cause fault levels in the *distribution system* to exceed the levels specified in Table 6.

Table 6

DISTRIBUTION SYSTEM FAULT LEVELS		
Voltage Level kV	System Fault Level MVA	Short Circuit Level kA
66	2500	21.9
22	500	13.1
11	350	18.4
6.6	250	21.9
<1	36	50.0

Part 4 Administrative Provisions

22. Emergency response plans

22.1. Simplified outline

This clause 22 sets out distributors' obligations in relation to emergency response plans.

22.2. Distributors' own plans

A *distributor* must develop and periodically test *emergency* response plans in co-ordination with relevant organisations.

22.3. Single industry spokesperson protocol

A *distributor* must comply with the protocol published by *AEMO* titled 'Single Industry Spokesperson Protocol for Electricity in Victoria' and must co-operate with *AEMO*, other *distributors* and the Government Department administering the *Act* in ongoing development, amendment and implementation of that protocol.

23. Regulatory reviews

23.1. Simplified outline

This clause 23 sets out distributors' obligations in relation to the conduct of reviews of their compliance with the licence conditions, this Code of Practice and other matters.

23.2. Appointment of reviewer

23.2.1. Upon direction by the *Commission*, a *distributor* must nominate an independent reviewer to be approved by the *Commission* to conduct *reviews* of:

- (a) the *distributor's* compliance with its obligations under its *distribution licence*, a Code of Practice or the *Act*;
- (b) the reliability and quality of information reported by *distributor* to the *Commission* and the consistency of that information with the *Commission's* specification; and
- (c) any other matter as directed by the *Commission*.

23.2.2. Following a direction pursuant to clause 23.2.1, the *distributor* must:

- (a) obtain the *Commission's* approval of the independent reviewer and the scope, timing and methodology of the *review*; and
- (b) upon obtaining the *Commission's* approval, promptly appoint the independent reviewer to conduct the *review*.

23.2.3. The *distributor* must ensure that the *Commission* is promptly provided with a copy of any report produced by the independent reviewer in the course of a *review* to be used by the *Commission* in any manner consistent with its objectives.

23.2.4. The *distributor* must comply, and must require the independent reviewer to comply, with any *guidelines* issued by the *Commission* dealing with *reviews*.

24. Standards and procedures

24.1. Simplified outline

This clause 24 sets out distributors' obligations in relation to the development of standards and procedures.

24.2. Development of standards and procedures

24.2.1. On request by the *Commission*, a *distributor* must participate to the extent specified by the *Commission* in the development, issue and review of any standards and procedures specified by the *Commission*.

24.2.2. A *distributor* must report to the *Commission* on its performance against applicable standards and procedures, in accordance with any *guideline* published for this purpose, or otherwise as directed by the *Commission*.

24.2.3. In addition to its powers under section 26 of the *Act*, if the *Commission* considers that:

- (a) the *distributor* has failed to comply with clause 24.2.1; or
 - (b) standards and procedures applicable to the *distributor* have been shown to be insufficient to prevent abuses by the *distributor* of any monopoly power it enjoys,
- the *Commission* may issue standards and procedures applicable to the *distributor* and with which the *distributor* must comply.

24.2.4. For the purpose of this clause 24, 'standards and procedures' includes:

- (a) customer-related standards;
- (b) overall performance standards;
- (c) *complaint* handling, escalation and resolution policies, practices and procedures;
- (d) security deposit, *disconnection* and credit policies, practices and procedures including practices and procedures concerning the installation and use of *load* limiters;
- (e) rules and procedures for compensating *customers* of the *distributor* failure to comply with any such standards, policies, practices and procedures; and
- (f) procedures for the introduction of debit or prepaid meter cards or other prepayment schemes,

which are issued by the *distributor* under clause 24.2.1 or by the *Commission* under clause 24.2.3.

25. Provision of information

25.1. Simplified outline

This clause 25 sets out the information that a distributor must publish on its website, the information it must provide on the request of a customer, and the circumstances in which a distributor may request information from a customer, a retailer, an embedded generator or another distributor.

25.2. Publication of information to customers

25.2.1. A *distributor* must publish the following information on its website:

- (a) a description of the *distributor's connection contracts* and how copies of the contracts may be obtained;
- (b) details of the *distributor's guaranteed service levels*;
Note: A *distributor* must also publish on its website the targets for *reliability of supply* under clause 13.2 of this Code of Practice.
- (c) details of applicable *energisation* and *re-energisation* timeframes;
- (d) notice of a *customer's* rights in respect of the negotiation of different terms;

- (e) details of charges for *connection services*;
- (f) information relating to new *connections* or *connection* alterations;
- (g) a description of the *distributor's* and *customer's* respective rights and obligations concerning the provision of *connection services* under the *electricity laws*;
- (h) a summary of the rights, entitlements and obligations of *small customers*, including:
 - (i) the *distributor's* standard *complaints* and dispute resolution procedure; and
 - (ii) the contact details for the *energy ombudsman*.

25.2.2. If a *customer* requests information of the kind referred to in clause 25.2.1, the *distributor* must either:

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

25.2.3. The *distributor* must provide a copy of any information of the kind referred to in clause 25.2.1 to the *customer* if the *customer* requests a copy.

25.2.4. The copy of the information requested under this rule must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

25.3. Information to customers about quality of supply

25.3.1. On request by a *customer*, or by a *retailer* on behalf of a *customer*, the *distributor* must provide a *customer* with information on the *quality of supply* provided to that *customer*. That information must be provided free of charge and within 10 *business days* of the *customer's* request (unless it is not practical to provide the information within that time, in which case the *distributor* must inform the *customer* within 10 *business days* of the steps it is taking to provide such information).

25.3.2. If a *distributor* is required to undertake a specific test under clause 25.3.11 to determine a *customer's quality of supply*, a *distributor* may charge a fee for this service in accordance with its *approved pricing proposal*.

25.3.3. If the results of the test under clause 25.3.2 show that a *distributor* is not complying with its obligations under this Code of Practice, it must:

- (a) take action in accordance with clause 15.3 of this Code of Practice; and
- (b) refund any fee paid by the *customer* for the test.

25.4. Publication of information about small embedded generators

25.4.1. A *distributor* must publish the following information on its website, in the same location as the information published under clause 25.2.1:

- (a) information about safety and technical requirements applicable under *electricity laws* to *small embedded generators* and *small embedded generating units*;
- (b) information about requirements under *electricity laws* for servicing and inspection of *small embedded generating units* and the required qualifications for persons undertaking the work and requirements for the provision of information to the *distributor* about the results of those inspections;
- (c) information about requirements under *electricity laws* (if any) relating to the installation of equipment for remote control of *small embedded generating units* by the *distributor* or a third party;
- (d) a description of the circumstances in which remote control equipment may be used by the *distributor* or a third party and who the *customer* may contact if it considers settings on the equipment are incorrect or malfunctioning;
- (e) information about the use of data and information obtained from equipment for remote control of a *small embedded generating unit* by the *distributor* or a third party;

- (f) a description of other rights and obligations concerning the provision of *supply* services for taking *supply* from *small embedded generating units* under the *electricity laws*;
- (g) reference to the jurisdictional or other legislation and statutory instruments under which the requirements referred to in paragraphs (a) to (f) are imposed;
- (h) a description of the *distributor's* arrangements for applying maximum export limits at *points of connection* for *small embedded generating units* and the circumstances in which a choice of maximum export limit is available;
- (i) information about changing the maximum export limit at a *point of connection* for a *small embedded generating unit*, where a choice of limit is available; and
- (j) Information about the circumstances in which the *distributor* has the right to *disconnect* unsafe *small embedded generators*.

25.4.2. For the purpose of clause 25.4.1, the information must be:

- (a) expressed in clear, simple and concise language;
- (b) in a format that makes it easy for a *small customer* to understand; and
- (c) consistent with the *distributor's deemed distribution contract*.

25.4.3. If requested by a *small customer*, the *distributor* must use its *best endeavours* to provide the information in a language other than English requested by the *customer*.

25.4.4. Clauses 25.2.2 to 25.2.4 apply to information of the kind referred to in clause 25.4.1.

25.5. Information about equipment

25.5.1. On request by a *customer*, a *distributor* must provide the *customer* with information on the *distributor's* requirements in relation to any proposed new *electrical installation* of the *customer* or changes to the *customer's* existing *electrical installation*, including advice about:

- (a) *supply* extensions; and
- (b) if the *customer* is or is to be *connected* to part of the *distribution system* that may experience a *REFCL condition*, advice on the possible effects of a *REFCL condition* on the *customer's supply* and steps the *customer* may take to eliminate or mitigate such effects.

25.5.2. On request by a *customer*, a *distributor* must provide the *customer* with advice on:

- (a) facilities required to protect the *distributor's* equipment;
- (b) how the *customer* should use the electricity supplied at the *customer's supply address* so that it does not interfere with the *distributor's distribution system* or with *supply* to any other *electrical installation*; and
- (c) where the *customer* may obtain a copy of the standards which are given force by this Code of Practice.

25.6. Information regarding disconnection and reconnection

25.6.1. A *distributor* must install, maintain and make available to a *retailer* a system which facilitates the timely electronic transfer of information between the *retailer* and the *distributor* in respect of the *connection*, *disconnection* or *reconnection* of *supply* to a *customer's supply address* as permitted under this Code of Practice, the *Energy Retail Code of Practice* or the *Act*.

25.6.2. When *disconnecting* the *supply address* of a *customer* who is vacating or has vacated the *supply address*, a *distributor* must leave at the *supply address* a document provided by the *Commission* which sets out:

- (a) to whom the occupant must address any request to *connect* the *supply address*;
- (b) what the occupant's options are for entering into a contract for the sale of electricity with a *retailer*; and
- (c) a list of current *retailers*.

25.6.3. Clause 25.6.2 does not apply where the *disconnection* occurs remotely and the *distributor's* 24 hour telephone number is set out on the *meter*.

25.6.4. Clauses 25.6.2 and 25.6.3 apply to an *exempt distributor*.

25.7. Supplier of last resort

On request by a *retailer* or the *Commission*, a *distributor* must disclose to the *retailer* or the *Commission* such *customer* or other information as may be necessary for a *retailer* to act as the supplier of last resort under the *Act*.

25.8. Interpreter services

A *distributor* must provide access to interpreter services to meet the reasonable needs of its *customers*.

25.9. REFCL condition

A *distributor* must provide *customers* that are or may be *connected* to parts of the *distribution system* that may experience a *REFCL condition*:

- (a) relevant information such as project planning, commissioning and other such operational information to assist the *customer's* own plans;
- (b) advice on the possible effects of a *REFCL condition* on the *customer's supply* and steps the *customer* may take to eliminate or mitigate such effects;
- (c) information on the purpose for which the relevant equipment or technology is installed.

25.10. Planning information

25.10.1. On request from a *distributor*, a *customer*, *embedded generator* or *retailer* must provide details of *loads connected* or planned to be *connected* to the *distribution system* which are required for the purpose of the *distributor* planning its *distribution system*, including:

- (a) the location of *load* in the *distribution system*;
- (b) existing *loads*;
- (c) existing *load* profile;
- (d) changes in *load* scheduling;
- (e) *planned outages*;
- (f) forecasts of *load* growth;
- (g) anticipated new *loads*;
- (h) anticipated *redundant loads*; and
- (i) any information the *distributor* may reasonably require in connection with a *distributor's* operation of a *REFCL*.

25.10.2. On request from another *distributor*, a *distributor* must provide such information concerning a *point of common coupling* as the other *distributor* may reasonably require for the purpose of the integrated planning of the *interconnected national electricity system*.

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: Relations with customers and retailers	1.5.2; 1.5.3; 3.3.1; 3.3.2; 3.4.1; 4.2.1; 4.3.1; 4.4.1; 4.4.2; 5.2.1; 5.2.2; 5.3.1; 5.4.1; 5.4.2; 7.3.4; 8.2.1; 8.4; 8.5.1; 8.5.2; 8.6.1; 8.6.2; 8.8.1; 8.8.2; 8.9.1; 9.2.1; 9.2.2; 9.2.3; 9.3; 9.4.4; 11.3.1; 11.3.2; 11.4.1; 11.4.2; 11.5.1; 11.5.3; 11.5.6; 11.5.8; 11.6.1; 11.7.1; 11.8.1; 12.2.1; 12.2.2; 12.3.1; 12.4.1; 12.4.2; 12.4.3; 12.5.1; 12.5.2; 12.5.3; 12.5.7; 12.6; 12.7.1; 12.7.2; 12.7.3; 12.7.4; 12.7.5(a); 12.7.5(c); 12.7.5(e); 12.7.5(f); 12.7.5(j); 13.2.1; 13.2.3; 13.3.1; 13.3.2; 13.3.3; 14.3.1; 14.3.2; 14.3.4; 14.4; 14.5.1; 14.5.2; 14.5.5; 14.6.1; 14.7.1; 14.8.1; 14.8.2; 14.8.3; 14.8.4; 15.2.1; 15.3; 15.4.2; 16.3.2; 16.4.1; 16.4.2; 16.5.1; 16.5.2; 16.7.1; 16.7.2; 17.2.1; 17.2.2; 18.2.1; 18.2.2; 18.2.3; 18.3.
Part 3: Technical obligations	19.2.1; 19.3.1; 19.3.3; 19.4.1; 19.4.7; 19.5.2; 19.5.5; 20.4.1; 20.4.4; 20.4.5; 20.4.7; 20.4.8; 20.6.1; 20.6.2; 20.7.1; 20.8.1; 20.10.1; 20.11; 21.3; 21.4.1; 21.4.3; 21.5.2; 21.5.3; 21.6; 21.7.1; 21.7.2; 21.8; 21.9.
Part 4: Administrative provisions	22.2; 22.3; 23.2.1; 23.2.2; 23.2.3; 23.2.4; 24.2.1; 24.2.2; 25.2.1; 25.2.2; 25.2.3; 25.2.4; 25.3.1; 25.3.3; 25.4.1; 25.4.3; 25.5.1; 25.5.2; 25.6.1; 25.6.2; 25.7; 25.8; 25.9; 25.10.1; 25.10.2.
Schedule 5: Transitional provisions	8

Schedule 2 Information Regarding Quality Of Supply

In accordance with clause 19.4.1(e), a *distributor* is required to publish annual information and to include in that information the *quality of supply* information in accordance with this schedule.

A *distributor* is required to publish the categories of information identified in Table 7 for each calendar year.

The aggregated 10 minute averaged data used for Table 7 must be available in an accessible format (such as spreadsheet) separate to the Distribution System Planning Report.

Table 7

Distribution Voltage Information								
Zone substation name	Feeder ID / name	Feeder classification	Voltage Control Section (On-Line Tap Changer)				Additional Voltage Control Sections on Feeder	
			Advanced Metering Infrastructure (AMI) voltage information					
			Voltage Control Section information					
		(Urban, short or long rural)	December – February	March – May	June – August	September – November	Repeat information for each voltage control section as applicable	
			10 am – 4 pm	10 am – 4 pm	10 am – 4 pm	10 am – 4 pm		
			4 pm – 10 pm	4 pm – 10 pm	4 pm – 10 pm	4 pm – 10 pm		
			10 pm – 4 am	10 pm – 4 am	10 pm – 4 am	10 pm – 4 am		
			4 am – 10 am	4 am – 10 am	4 am – 10 am	4 am – 10 am		

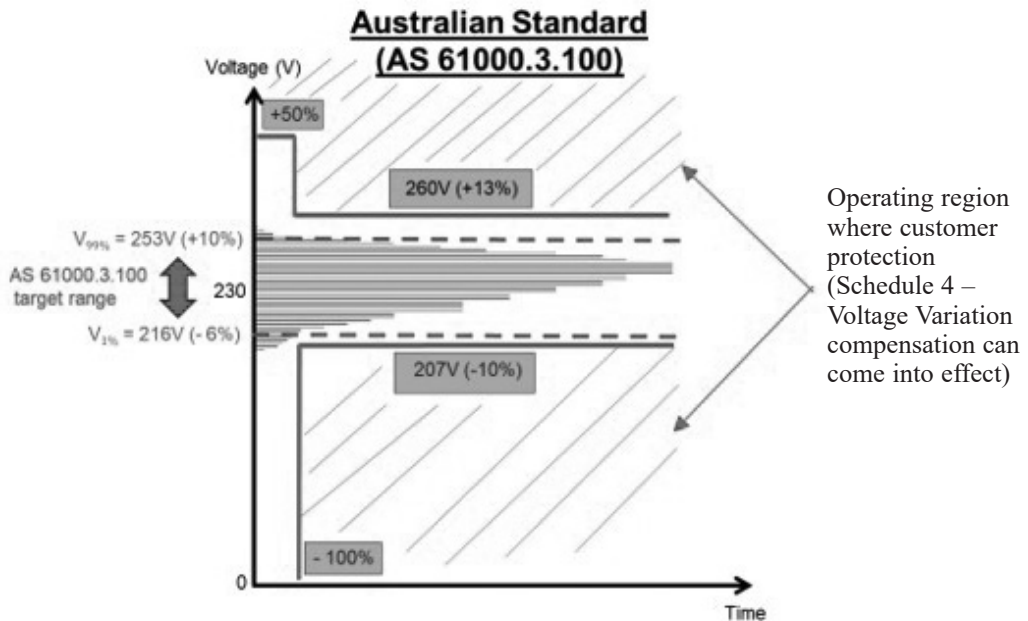
The following requirements apply to the information required to be published:

1. The *voltage* data to be published is the 10-minute averaged *voltage* data over 3 months (for each time period identified in Table 7, which commences on the first day of the month at the start of the relevant 3 month period and ends on the last day of the final month of the relevant 3 month period) of the aggregated *advanced metering infrastructure* population for the 'Voltage Control Section' column.
2. *Feeder* information must include:
 - (a) geographic location details of the *voltage* control devices (for example: closest street name and suburb, landmark identifiers or GPS coordinates);
 - (b) number of *customers* with *advanced metering infrastructure* supplied by the relevant *feeder voltage* control section;
 - (c) percentage of *customers* with *advanced metering infrastructure* identified in (b) with a *small embedded generator*;
 - (d) any device or equipment deployed within the *feeder* that regulates *voltage* (for example: *voltage* regulators).
3. Each *feeder* must comprise the *voltage* control section starting from the *distribution system* zone substation. The *voltage* control section is defined as any device or equipment which manages the *feeder voltage* starting from the zone substation on-line tap changer.
4. Each reporting year must include all *distribution system feeders* where the *distributor* is the *advanced metering infrastructure* responsible person. This is inclusive of *feeders* not part of the *distribution system*, but where the *distributor* is the responsible person for the *advanced metering infrastructure*.
5. The *distributor* must provide explanatory information on the method used to produce the aggregated 10-minute averaged *voltage* data.
6. The data is to be published on the *distributor's* website as a rolling 5 year report of the information in Table 7.

Schedule 3 Standard Nominal Voltage

This schedule is for information purposes. It provides additional information to assist with clarifying the operation of clause 20.4.2 (Table 2) and its interactions with clause 20.4.8.

Figure 1 – AS 61000.3.100 and the fixed limits of clause 20.4.2 (Table 2, row 2 parameters)



- Figure 1 illustrates the mechanics of clause 20.4.2, Table 2. The performance envelope as per AS 61000.3.100 (dashed blue) is overlaid with the parameters of Table 2, row 2 (solid red for single phase).
- *Distributors* would endeavour to operate the network within the dashed blue band area prescribed by AS 61000.3.100.
- If *distributor quality of supply* exceeds the limits defined by Table 2, row 2 (solid red) and falls within the red shaded region, and *customer* equipment damage results, clause 20.4.8 of this Code of Practice provides for compensation in accordance with Schedule 4 to this Code of Practice.

(See colour version of code on commission website)

Schedule 4 Voltage Variation Compensation

In accordance with clause 20.4.8 a *distributor* must compensate any person whose property is damaged due to *voltage* variations outside the limits prescribed by rows 2 to 6 of Table 2 and Table 3 in clauses 20.4.2 and 20.4.3 in accordance with this Schedule.

1. Purpose and scope

1.1. Purpose

- (a) This Schedule does not seek to codify existing law on how *distributors* may or may not be liable for damage due to *unauthorised voltage variations*. Instead, in paying compensation to a person in accordance with this Schedule, a *distributor* gives effect to good customer service principles and achieves an efficient allocation of risk. It is these considerations which underpin this Schedule and payment of compensation in accordance with it.
- (b) A person's other rights in relation to an *unauthorised voltage variation* are not affected by this Schedule.

1.2. Scope

- (a) A *distributor* must compensate any person in accordance with this Schedule in respect of damage to the person's property due to an *unauthorised voltage variation* affecting an *electrical installation* to the extent that the amount of compensation the person has claimed does not exceed the jurisdictional limit of the *energy ombudsman*.
- (b) If the amount of compensation claimed exceeds the *energy ombudsman's* jurisdictional limit then, while the *distributor* may still be obliged to compensate the person, the *distributor* is not obliged to do so under this Schedule.

Note: the jurisdictional limit of the Energy and Water Ombudsman (Victoria) Scheme can be found at clause 3.15 of the scheme's charter.

2. Claims

2.1. A customer may make a claim

A person may contact a *distributor* with a claim or *complaint* that damage to the person's property is or may be due to an electrical incident affecting an *electrical installation* to which the *distributor's distribution system* is *connected*.

2.2. Required response by distributor

By the end of the second *business day* after a claim or *complaint* pursuant to clause 2.1 is made, the *distributor* must send to the person a claim form which:

- (a) informs the person that the person may be entitled to compensation;
- (b) advises the person that information about *voltage* variation compensation is found in Schedule 4 of this Code of Practice;
- (c) requests the person to provide the *distributor* with:
 - (i) details of the *supply address* affected by the electrical incident;
 - (ii) details the time and date of the electrical incident;
 - (iii) details of the property damaged; and
 - (iv) the amount of compensation the person claims is necessary to compensate the person for the damage to the person's property, on the basis that the person should be no worse off, being either:
 - (A) the cost of replacing the person's property with property of substantially the same age, functionality and appearance; or
 - (B) the cost of repairing the person's property to substantially the same functionality and appearance.

- (v) that the amount claimed must be supported by quotes, receipts or other evidence; and
- (vi) evidence of the damage, if requested by the *distributor*.

2.3. Statement by qualified person

2.3.1. If the *distributor* is unable to confirm that an *unauthorised voltage variation* did affect the *electrical installation* at the relevant *supply address*, the *distributor* may request that the person provide the *distributor* with a statement by a qualified person that the damage to the person's property is consistent with an *unauthorised voltage variation* having occurred.

2.3.2. A qualified person for the purpose of clause 2.3 is

- (a) in respect of an *electrical installation*, an *electrician*; and
- (b) in respect of any other item of property, the manufacturer, appliance repairer or other person suitably qualified to assess the damage of the item.

2.3.3. A statement pursuant to clause 2.3.1 is satisfactory evidence of damage for the purposes of clause 2.2(c)(vi).

3. Payment of compensation

3.1. When compensation must be paid

3.1.1. Subject to clause 4, if the person returns the claim form to the *distributor* properly completed and including the details and evidence requested by the *distributor* as contemplated by clause 2.3.1 and 2.3.2 then the *distributor* must not dispute the person's claim, unless:

- (a) the amount claimed is greater than the *voltage variation compensation cap*;
- (b) the person has made *repeated claims* in connection with this Schedule; or
- (c) the *distributor* reasonably considers the claim forms part of an abuse of the *voltage variation compensation scheme* as set out in this Schedule.

3.1.2. If the *distributor* does not dispute the person's claim, it must pay the person the amount claimed as contemplated under 2.2(c)(iv).

3.2. When a distributor disputes a claim

3.2.1. If the *distributor* is permitted to dispute a person's claim in accordance with clause 3.1.1 and the *distributor* disputes the claim then, once the *distributor* has completed its own assessment of damage to the person's property the *distributor* must:

- (a) pay the person the amount claimed;
- (b) pay the person the amount necessary to compensate the person for the damage to the person's property, on the basis that the person should be no worse off, being either:
 - (i) the cost of replacing the person's property with property of substantially the same age, functionality and appearance; or
 - (ii) the cost of repairing the person's property to substantially the same functionality and appearance; or
- (c) reject the person's claim.

3.2.2. If a *distributor* must pay compensation to a person under clause 3.1, in addition, the *distributor* must pay to the person the amount of any reasonable costs incurred by the person in providing any evidence to the *distributor* as contemplated by this Schedule.

4. Limits on compensation

4.1. Non-payment of compensation

A *distributor* is not obliged to compensate a person:

- (a) unless the damage to the person's property is due to an *unauthorised voltage variation* affecting an *electrical installation* where the aggregate consumption of electricity which is taken from the relevant *point of supply* is less than or, in the case of a new *point of supply*, is not likely to be more than, 160 MWh in any year;

- (b) in respect of any damage to a *business customer's* property due to an *unauthorised voltage variation* affecting an *electrical installation* where:
 - (i) the *business customer* has not taken reasonable precautions to minimise the risk of loss or damage to its business including, without limitation, its equipment and premises which may result from *voltage variations*; or
 - (ii) the property is damaged consequentially by, rather than as a direct result of, the relevant *unauthorised voltage variation*;
- (c) in respect of any consequential loss including any loss of profits;
- (d) if the person enforces or attempts to enforce any other right it may have against the *distributor* in respect of the relevant *unauthorised voltage variation*; or
- (e) if the amount of compensation otherwise required by this Schedule would exceed the *voltage variation compensation cap*, to the extent of the excess.

4.2. Timing of assessment

A *distributor* must

- (a) begin and complete any assessment of the damage to a person's property as contemplated by 3.2; and
 - (b) pay amounts under this Schedule
- as soon as practicable.

4.3. Determination of voltage variation compensation cap

- (a) The *Commission* may fix the *voltage variation compensation cap* for the purpose of clause 3.1.1(a).
- (b) The *Commission* must notify *distributors* and the *energy ombudsman* of any amount fixed pursuant clause 4.3(a).

4.4. Notification of dispute resolution

If a *distributor* does not pay the amount claimed by the person, or if the *distributor* has rejected the person's claim, a *distributor* must, as soon as practicable, provide the person with reasons and inform the person that the person has a right to raise a *complaint* with the *energy ombudsman*.

Note: The number of claims a person must make for the person to have made *repeated claims* for the purpose of this Schedule and the *voltage variation compensation cap* is not made publicly available. A person who is concerned whether a *distributor* has disputed a claim for compensation otherwise than in accordance with this Schedule may raise this issue with the *energy ombudsman*.

Schedule 5 Transitional Provisions**Variations**

1. Any variation of the rights and obligations under the Electricity Distribution Code made pursuant to clause 1.6 of the Electricity Distribution Code (version 13) may be taken to be an agreement for the purpose of clause 1.5.1 provided it is;
 - (a) in writing;
 - (b) between a *distributor* and a *large customer*; and
 - (c) notified to the *Commission* within six months of the date of effect at clause 1.2.

Receipt of communications and notices

2. For the purposes of determining when a written communication or notice is to be regarded as having been given by the sender and received by the addressee, clause 2.3(b) applies only from 1 February 2023.

Timeframe for connection

3. For the purposes of clause 3.2 of this Code of Practice, if the timeframe for carrying out *connection* work is specified in a *connection contract* by reference to the Electricity Distribution Code, that provision shall be taken to require that the *distributor* must *connect* the *supply address* within 10 *business days* after the *connection application*.

Note: Clause 2.2 of the former Electricity Distribution Code required that, if no date for completion of a *connection* was agreed, then the *distributor* must *connect* the *supply address* within 10 *business days*.

Standards

4. The directions issued by the *Commission* in its decision ‘Timely negotiated electricity connections: Final decision, 16 March 2021’ are each taken to be a direction for the purpose of clause 24.2.2 of this Code of Practice.

Immunity for failure to take supply of electricity

5. Clause 10.2 does not apply with respect to a contract entered into prior to the date of effect at clause 1.2 unless the contract is a *deemed distribution contract*.
6. Clause 10.2 does not affect any rights or obligations that as at the date of effect at clause 1.2 have already accrued under a *deemed distribution contract*.

Voltage variation compensation cap

7. For the purposes of clause 3.1.1(a) of Schedule 4 of this Code of Practice the *voltage variation compensation cap* is the amount set out in the Schedule to the *Electricity Industry Guideline 11 – Voltage Variation Compensation, Confidential Version* until such time as there is a determination by the *Commission* in accordance with clause 4.3 of Schedule 4 of this Code of Practice.

Compliance and performance reporting

8. *Distributors* must provide information to the *Commission* in accordance with the Compliance and Performance Reporting Guideline (version 7), as if references to clauses of the Electricity Distribution Code in that guideline were references to the equivalent clauses of this Code of Practice.
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Essential Services Commission Act 2001**NOTICE OF AMENDMENTS TO 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 amended the Energy Retail Code of Practice to update references to the Electricity Distribution Code of Practice, with effect from 1 October 2022.

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

Electricity Industry Act 2000**VARIATION OF LICENCES TO DISTRIBUTE OR SUPPLY ELECTRICITY**

The Essential Services Commission (the commission) gives notice under section 30(b) of the **Electricity Industry Act 2000** (EI Act) that it has varied the following licences to distribute or supply electricity.

1. CitiPower Pty Ltd
2. AusNet Electricity Services Pty Ltd
3. Jemena Electricity Networks (VIC) Ltd
4. Powercor Australia Ltd
5. United Energy Distribution Pty Ltd
6. Powercor Australia Ltd for the Docklands

These variations are the consequence of a review of electricity distribution licences by the commission. The variations were proposed by the commission to reflect the making of the Electricity Distribution Code of Practice.

Following consultation on the proposal with the licensees, the variations were made pursuant to:

- section 29(1)(b) of the EI Act by agreement; or
- alternatively, section 29(1)(c) of the EI Act, by notice.

The variations were notified to licensees on 12 August 2022 and will come into effect on 1 October 2022.

A copy of each of the varied licences will be published on the commission's website on or before the commencement date and further detail on the commission's decision in relation to the variations can also be found on the commission's website (at www.esc.vic.gov.au) or can be obtained by calling the commission on (03) 9032 1300.

KATE SYMONS
Chairperson

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

I, Maria Lambrinos, Acting Deputy Chief Fire Officer, Barwon South West Region, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

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

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

Determination

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

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./ 17-680	Barwon South West	Otway	Thompipe Ground Firewood	1/09/2022	30/11/2022
2	LEGL./ 17-681	Barwon South West	Otway	Boorook Ground Firewood	1/09/2022	30/11/2022
3	LEGL./ 20-095	Barwon South West	Otway	East Wormbete Creek Road Ground Firewood	1/09/2022	30/11/2022
4	LEGL./ 20-383	Barwon South West	Otway	Delaneys Taylors Ground Firewood	1/09/2022	30/11/2022
5	LEGL./ 20-384	Barwon South West	Otway	Thompipe West Ground Firewood	1/09/2022	30/11/2022
6	LEGL./ 18-086	Barwon South West	Far South West	Annya SF – Myamyn Road	1/09/2022	30/11/2022
7	LEGL./ 21-725	Barwon South West	Far South West	Homerton SF – Gee Road	1/09/2022	30/11/2022
8	LEGL./ 21-726	Barwon South West	Far South West	Cobboboonee FP – Blacks Road	1/09/2022	30/11/2022
9	LEGL./ 20-391	Barwon South West	Far South West	Gorae – Holmes Road	1/09/2022	30/11/2022
10	LEGL./ 21-737	Barwon South West	Far South West	Mount Clay Sub Station	1/09/2022	30/11/2022
11	LEGL./ 21-738	Barwon South West	Far South West	Drumborg – Loop Road South	1/09/2022	30/11/2022

12	LEGL./ 21-731	Barwon South West	Far South West	Hotspur SF – Cowlands Road	1/09/2022	30/11/2022
13	LEGL./ 21-732	Barwon South West	Far South West	Nangeela SF – Centre E Track	1/09/2022	30/11/2022
14	LEGL./ 21-733	Barwon South West	Far South West	Nangeela SF – Byjuke Forest Road	1/09/2022	30/11/2022
15	LEGL./ 21-734	Barwon South West	Far South West	Roseneath SF – Vickerys Road	1/09/2022	30/11/2022
16	LEGL./ 21-735	Barwon South West	Far South West	Cobboboonee FP – Coffeys Lane	1/09/2022	30/11/2022
17	LEGL./ 21-736	Barwon South West	Far South West	Mount Clay – Mount Clay Road	1/09/2022	30/11/2022

Notes

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

Dated 15 August 2022

MARIA LAMBRINOS
Acting Deputy Chief Fire Officer, Barwon South West Region
Department of Environment, Land, Water and Planning
as delegate of the Secretary to the
Department of Environment, Land, Water and Planning

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
148610	Bandicoot Park	Casey City Council	Located at 42S Bandicoot Boulevard, Junction Village For further details see map at www.land.vic.gov.au/place-naming
—	Kelvin Grove Car Park	Department of Environment, Land, Water and Planning	Located southwest off Kelvin Grove in Chelsea For further details see map at www.land.vic.gov.au/place-naming
149602	Karralyka Centre	Maroondah City Council	Longstanding name. Located at 304A Maroondah Highway, Ringwood For further details see map at www.land.vic.gov.au/place-naming

Road Naming:

Change Request Number	Road Name	Locality	Authority and Location
150172	Fleetwood Smith Way	Stawell	Northern Grampians Shire Council The road is located between King Street and Hill Street.

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:	Mr Michael Allwood trading as 'Massage by Michael of Maryborough Victoria', 'Personal Training 1 to 1', 'Stronger with a Coach Personal Training' and 'Body Core Flexibility' in the State of Maryborough, Victoria.
Date of this Interim Prohibition Order:	15 August 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 6 November 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 nonclinical 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. 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.

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

ADJUNCT PROFESSOR BERNICE REDLEY
Health Complaints Commissioner

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA**Heritage Act 2017****NOTICE OF REGISTRATION**

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by modifying a place in the Heritage Register:

Number: H1488

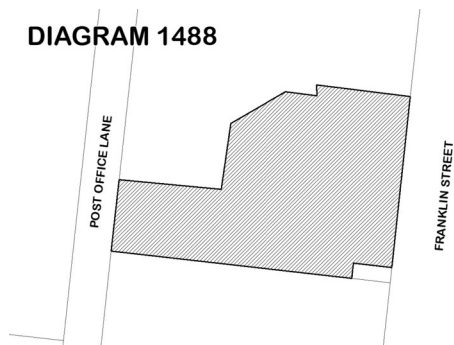
Category: Registered Place, Registered Objects
Integral to a Registered Place

Place: Traralgon Court House

Location: 161–165 Franklin Street, Traralgon

Municipality: Latrobe City

All of the place shown hatched on Diagram 1488 encompassing all of Crown Allotment 1D Section 2 Parish of Traralgon including the registered objects integral to the place which are listed in the inventory held by the Executive Director, being the judge's bench and platform, clerk's desk, jury box, witness stand, prisoner's dock, public seats and porch.

DIAGRAM 1488

Dated 18 August 2022

STEVEN AVERY
Executive Director

HERITAGE
VICTORIA
HERITAGE
VICTORIA
HERITAGE
VICTORIA**Heritage Act 2017****NOTICE OF REGISTRATION**

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by including a place in the Heritage Register:

Number: H2420

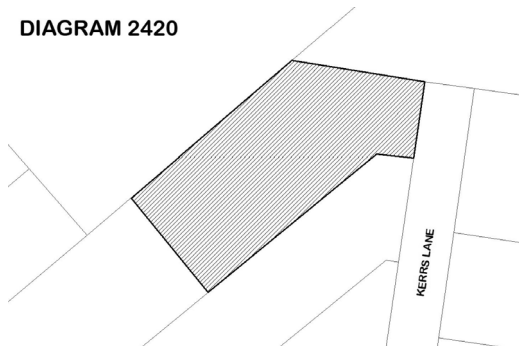
Category: Registered Place

Place: Actor's Studio House

Location: Rear, 22 Shiel Street, North Melbourne

Municipality: Melbourne City

All of the place shown outlined on Diagram 2420 encompassing part of Plan of Consolidation 366711 to the northern, southern and eastern lot boundaries, and extending six metres from the south western eaves of the building.

DIAGRAM 2420

Dated 18 August 2022

STEVEN AVERY
Executive Director

Interpretation of Legislation Act 1984
BUILDING AMENDMENT
(ACCREDITATION REQUIREMENTS FOR BUILDING PRODUCTS)
REGULATIONS 2022
S.R. NO. 61/2022

Notice of Incorporation of Material and Address for Inspection of Documents

In accordance with section 32 of the **Interpretation of Legislation Act 1984**, I give notice that the Building Amendment (Accreditation Requirements for Building Products) Regulations 2022 (the Regulations) apply, adopt or incorporate matter from the following documents:

Table of applied, adopted or incorporated matter

Statutory rule provision	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 19, which substitutes Form 19 and inserts Forms 19A and 19B into Schedule 4 to the Building Regulations 2018.	<i>Building Code of Australia</i> which comprises of the following: (a) Volume One of the National Construction Code 2019 Amendment 1, published by the Australian Building Codes Board on 1 July 2020, including any variations or additions in the Victoria Appendix set out in Schedule 1 to that Volume; and (b) Volume Two of the National Construction Code 2019 Amendment 1, published by the Australian Building Codes Board on 1 July 2020, including any variations or additions in the Victoria Appendix set out in Schedule 1 to that Volume.	The whole document

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at the Department of Environment, Land, Water and Planning, 8 Nicholson Street, Melbourne 3000, telephone 136 186, or by emailing building.policy@delwp.vic.gov.au. A copy of the material is also available at <https://ncc.abcb.gov.au/>

HON. LIZZIE BLANDTHORN MP
 Minister for Planning

Major Transport Projects Facilitation Act 2009
 (Section 15)

APPOINTMENT OF PROJECT PROPONENT

I, Jacinta Allan MP, Minister for Transport Infrastructure, as Project Minister for the Ison Road Overpass, being a project to which the **Major Transport Projects Facilitation Act 2009** (other than Parts 3 and 8) applies ('the Act'), give notice pursuant to section 15 of the Act that I have appointed the Secretary to the Department of Transport to be the project proponent for the Ison Road Overpass.

Dated 5 August 2022

Responsible Minister
 HON. JACINTA ALLAN MP
 Minister for Transport Infrastructure

Major Events Act 2009**MAJOR EVENT TICKETING DECLARATION**

In accordance with the power conferred by section 182C of the **Major Events Act 2009** (the Act), I, Steve Dimopoulos, Minister for Tourism, Sport and Major Events, make a major event ticketing declaration in respect of the ticketed events, being the 2023, 2024 and 2025 Formula 1 Australian Grands Prix to be held at the Albert Park Grand Prix Circuit.

Dated 15 August 2022

STEVE DIMOPOULOS MP
Minister for Tourism, Sport and Major Events

Major Events Act 2009**MAJOR EVENT TICKETING DECLARATION**

In accordance with the power conferred by section 182C of the **Major Events Act 2009** (the Act), I, Steve Dimopoulos, Minister for Tourism, Sport and Major Events, make a major event ticketing declaration in respect of the ticketed event, being the 2023, 2024 and 2025 Melbourne International Comedy Festivals.

For the purposes of section 182C(5) of the Act, I specify that this major event ticketing declaration applies to the holding of the event on the following dates:

- 29 March 2023 to 23 April 2023
- 27 March 2024 to 21 April 2024
- 26 March 2025 to 20 April 2025.

Dated 15 August 2022

STEVE DIMOPOULOS MP
Minister for Tourism, Sport and Major Events

FORM 7

Regulation 16

Land Acquisition and Compensation Act 1986**Notice of Acquisition****Compulsory Acquisition of Interest in Land**

The Head, Transport for Victoria (Authority) declares that by this notice it acquires the following interest in part of the land described in Lot 2 on Plan of Subdivision 739968E, being the land contained in Certificate of Title Volume 11628 Folio 948, comprising a total area of 413 square metres and shown as Parcel 101 Survey Plan SP24557A.

Interests Acquired: All interests in the land including that of the;

Registered Proprietor: Walter Murdoch French

The acquisition is made pursuant to section 64G of the **Transport Integration Act 2010** for the purpose of the Hall Road Upgrade.

A notice of intention to acquire the interest in the land was served on or about 5 July 2022.

Published with the authority of the Head, Transport for Victoria.

For and on behalf of the Head, Transport for Victoria

Signed: PETA OLIVE

Name: Peta Olive

Director, Land Acquisition

Department of Transport

Date: 18 August 2022

FORM 7

Regulation 16

Land Acquisition and Compensation Act 1986

Notice of Acquisition

Compulsory Acquisition of Interest in Land

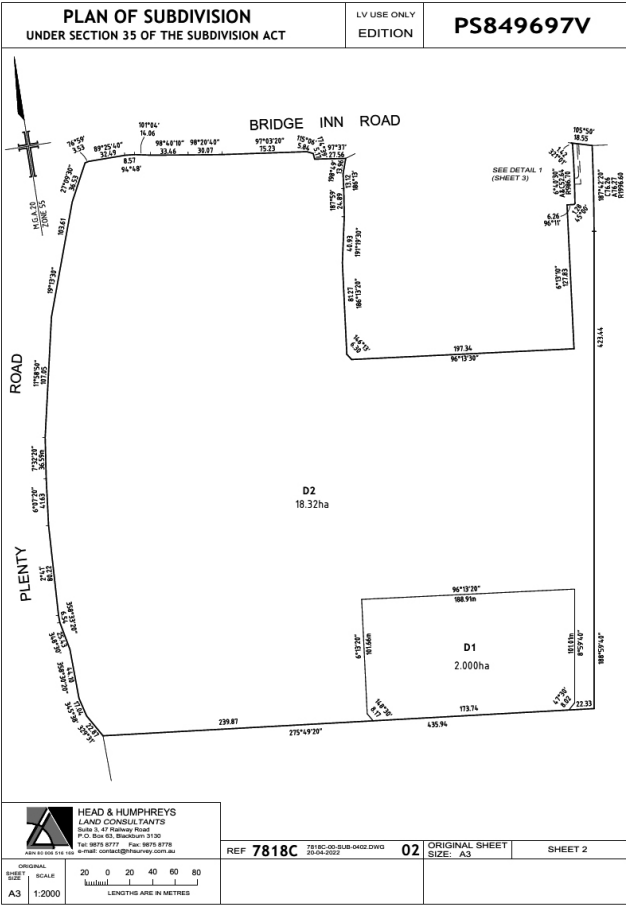
The Minister for Health declares that by this notice it acquires the following interests in part of the land described as Lot B on Plan of Subdivision 849685D contained in Certificate of Title Volume 12349 Folio 110, which is shown as Lot D1 on proposed Plan of Subdivision 849697V and depicted below.

Interest acquired: That of Mernda TC Landowner Pty Ltd (ACN 649 652 380) (registered proprietor) and all other interests in the land.

The acquisition is made pursuant to section 67 of the **Health Services Act 1988** for the purposes of the Whittlesea Community Hospital.

A notice of intention to acquire the interest in the land was served on 10 May 2022.

Published with the authority of the Minister for Health.



For and on behalf of the Minister for Health
Signed: DEANNE LEAVER
Name: Deanne Leaver
Date 15 August 2022 Owner Drivers and Forestry Contractors Act 2005

Owner Drivers and Forestry Contractors Act 2005**TRANSPORT INDUSTRY COUNCIL
RATES AND COSTS SCHEDULE 2022–23**

1 Tonne Van, Courier/Messenger

Road Transport and Distribution Award 2020

Category 2

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying a 1 Tonne Van, Courier/Messenger. The worked example is based on certain assumptions about the business, for example, that the vehicle is 3 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply a 1 Tonne Van, Courier/Messenger (1 tonne being the total cargo capacity of the vehicle) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, Tip Truck Tri axle Super Dog – GCM 42.5 tonnes and Tandem Tip Truck – GVM 22.5 tonnes. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a vehicle with a current capital value of \$32,317 (being the current average retail value of a 3-year-old vehicle). a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$3,232 and interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- the age, current capital value (or both) of the vehicle is less or more than the above figures
- other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan)
- more or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: The Schedule is based on a 75:25 split between business and private use of the vehicle (except where indicated otherwise). Where the vehicle is used 100 per cent for business use, the 75:25 split between business and private use of the vehicle does not apply.

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$32,317 (based on typical retail value of a 3 year old vehicle), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$3,232 at 7.5% interest per annum.	\$3,474		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$312 and TAC charge of \$553 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$649		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$36,256.	\$3,807		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$763		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.
Insurance goods in transit Based on an insured sum of \$20,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods. These fixed costs have been calculated at 100%.	\$120		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.	\$1,395		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.	\$450		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$36,256. Assumes vehicle is primarily travelling intrastate.	\$1,657		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history. Note: It is not uncommon for hirers of this type of vehicle to pay workers' compensation premiums on behalf of the owner driver. Drivers are advised to consult their hirer about this cost.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,164		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$14,479		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$8.66		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 44,000 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022 Assumes 18.20 litres consumed per 100 km.	25 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$320 per tyre (4 tyres) based on vehicle specific average performance and replaced after 60,000 km.	2 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 5 cents per km.	5 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	32 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 25 km travelled per hour.	\$7.97		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work. Drivers who travel long distance or in the country will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$28.91	\$35.25	\$47.00
Range of rates typically paid in Victoria ³		
\$28.91 to \$34.69	\$35.25 to \$42.30	\$47.00 to \$56.40

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010³ (the award) for a casual employee driver of a semi-trailer (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.

³ The Award rate was accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting www.fwc.gov.au or contacting your association or union.

3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year

Totals

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$8.66		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$7.97		Assuming 25 km travelled per hour.
Labour	28.91		This worked example is based on a labour rate of \$28.91 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$45.54		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$7.97		Assuming 25 km travelled per hour.
Labour (overtime rates)	\$35.25		This worked example is based on a nominal penalty labour rate of \$35.25 per hour. See discussion on rates for labour in Part 3.
Total per hour	\$43.22		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005**TRANSPORT INDUSTRY COUNCIL****RATES AND COSTS SCHEDULE 2022–23****1 Tonne Vehicle – General Freight****Road Transport and Distribution Award 2020****Category 2****INTRODUCTION**

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying a 1 Tonne Vehicle (GVM) – General Freight. The worked example is based on certain assumptions about the business, for example, that the vehicle is 3 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply a 1 Tonne Vehicle (GVM) – General Freight (1 tonne being the maximum cargo capacity of the vehicle) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the *Owner Drivers and Forestry Contractors Regulations 2006* made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, Tip Truck Tri axle Super Dog – GCM 42.5 tonnes and Tandem Tip Truck – GVM 22.5 tonnes. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a vehicle with a current capital value of \$32,317 (being the current average retail value of a 3-year-old vehicle). a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$3,232 with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- the age, current capital value (or both) of the vehicle is less or more than the above figures
- other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan)
- more or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$32,317 (based on typical retail value of a 3-year-old vehicle), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$3,232 at 7.5% interest per annum.	\$4,632		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$312 and TAC charge of \$553 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$865		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$48,1342.	\$5,076		
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$1,018		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance goods in transit Based on an insured sum of \$20,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods.	\$160		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$48,342. Assumes vehicle is primarily travelling intrastate.	\$2,209		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history. Note: It is not uncommon for hirers of this type of vehicle to pay workers' compensation premiums on behalf of the owner driver. Drivers are advised to consult their hirer about this cost.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$19,306		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$11.55		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 44,000 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022). Assumes 18.20 litres consumed per 100 km.	25 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$320 per tyre (4 tyres) based on vehicle specific average performance and replaced after 60,000 km.	2 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.

Cost items assumptions assumes 44,000 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Servicing, repairs and maintenance Based on rate of 5 cents per km.	5 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	32 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 25 km travelled per hour.	\$7.97		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work. Drivers who travel long distance or in the country will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$28.91	\$35.25	\$47.00
Range of rates typically paid in Victoria ³		
\$28.91 to \$34.69	\$35.25 to \$42.30	\$47.00 to \$56.40

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2020³ (the award) for a casual employee driver of a semi-trailer ('the Award rate') and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

³ The Award rate was accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

PART 4 – HOURLY TOTALS**Hourly total for hours up to 7.6 hours a day, 1,672 hours a year****Totals**

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$11.55		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$7.97		Assuming 25 km travelled per hour.
Labour	\$28.91		This worked example is based on a labour rate of \$28.91 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$48.43		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$7.97		Assuming 25 km travelled per hour.
Labour (overtime rates)	\$35.25		This worked example is based on a nominal penalty labour rate of \$35.25 per hour. See discussion on rates for labour in Part 3.
Total per hour	\$43.22		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

RATES AND COSTS SCHEDULE 2022–23

4.5 Tonne Rigid Vehicle (GVM)

Road Transport and Distribution Award 2020

Category 3

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying a 4.5 Tonne Rigid Vehicle (GVM). The worked example is based on certain assumptions about the business, for example, that the vehicle is 5 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply a 4.5 Tonne Rigid Vehicle (GVM) (4.5 tonnes being the weight of the vehicle fully loaded) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the *Owner Drivers and Forestry Contractors Regulations 2006* made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, Tip Truck Tri axle Super Dog – GCM 42.5 tonnes and Tandem Tip Truck – GVM 22.5 tonnes. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a vehicle with a current capital value of \$37,742 (being the current average retail value of a 5-year-old vehicle). a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$3,774 with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- the age, current capital value (or both) of the vehicle is less or more than the above figures
- other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan)
- more or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$37,742 (based on typical retail value of a 5 year old vehicle), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$3,774 at 7.5% interest per annum.	\$4,882		Finance arrangements will vary widely depending on: if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$621 and TAC charge of \$806 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$1,427		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$48,906.	\$5,135		
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$1,189		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance goods in transit Based on an insured sum of \$30,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods.	\$240		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$48,906. Assumes vehicle is primarily travelling intrastate.	\$2,235		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$20,454		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$12.23		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 39,600 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022 Assumes 20.20 litres consumed per 100 km.	50 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$320 per tyre (6 tyres) based on vehicle specific average performance and replaced after 60,000 km.	3 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 8 cents per km.	8 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	50 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 25 km travelled per hour.	\$12.54		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work. Drivers who travel long distance or in the country will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.25	\$35.65	\$47.54
Range of rates typically paid in Victoria ³		
\$29.25 to \$35.10	\$35.65 to \$42.78	\$47.54 to \$57.05

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2020³ (the award) for a casual employee driver of a semi-trailer (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

³ The Award rate was accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year

Totals

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$12.23		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$12.54		Assuming 25 km travelled per hour.
Labour	\$29.25		This worked example is based on a labour rate of \$29.25 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$54.02		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$12.54		Assuming 25 km travelled per hour.
Labour (overtime rates)	\$35.65		This worked example is based on a nominal penalty labour rate of \$35.65 per hour. See discussion on rates for labour in Part 3.
Total per hour	\$48.19		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005**TRANSPORT INDUSTRY COUNCIL****RATES AND COSTS SCHEDULE 2022–23****8 Tonne Rigid Vehicle (GVM)****Road Transport and Distribution Award 2020****Category 3****INTRODUCTION**

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying an 8 Tonne Rigid Vehicle (GVM). The worked example is based on certain assumptions about the business, for example, that the vehicle is 6 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply an 8 Tonne Rigid Vehicle (GVM) (8 tonnes being the weight of the vehicle fully loaded) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the *Owner Drivers and Forestry Contractors Regulations 2006* made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, Tip Truck Tri axle Super Dog – GCM 42.5 tonnes and Tandem Tip Truck – GVM 22.5 tonnes (greater than five years old). Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a vehicle with a current capital value of \$48,500 (being the current average retail value of a 6-year-old vehicle). a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$4,850 with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- the age, current capital value (or both) of the vehicle is less or more than the above figures
- other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan)
- more or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$48,500 (based on typical retail value of a 10-year-old vehicle and trailer), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$4,850 at 7.5% interest per annum.	\$7,291		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$621 and TAC charge of \$806 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$1,427		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$48,906.	\$5,135		
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$1,528		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance goods in transit Based on an insured sum of \$50,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods.	\$400		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$48,906. Assumes vehicle is primarily travelling intrastate.	\$2,235		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$23,361		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$13.97		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 39,600 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022 Assuming 24.57 litres consumed per 100 km.	39 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$320 per tyre (8 tyres) based on vehicle specific average performance and replaced after 80,000 km.	3 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 10 cents per km.	10 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	52 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 25 km travelled per hour.	\$13.11		<p>These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work.</p> <p>Drivers who travel long distance or in the country will need to take this into account for their own calculations.</p>

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.25	\$35.65	\$47.54
Range of rates typically paid in Victoria ³		
\$29.25 to \$35.10	\$35.65 to \$42.78	\$47.54 to \$57.05

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2020³ (the award) for a casual employee driver of a semi-trailer ('the Award rate') and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year

Totals

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$13.97		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$13.11		Assuming 20 km travelled per hour.
Labour	\$29.25		This worked example is based on a labour rate of \$29.25 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$56.33		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

³ The Award rate was accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$13.11		Assuming 20 km travelled per hour.
Labour (overtime rates)	\$35.65		This worked example is based on a nominal penalty labour rate of \$35.65 per hour. See discussion on rates for labour in Part 3.
Total per hour	\$48.76		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005

TRANSPORT INDUSTRY COUNCIL

RATES AND COSTS SCHEDULE 2022–23

12 Tonne Rigid Vehicle (GVM) (2-axle)

Road Transport and Distribution Award 2020

Category 3

INTRODUCTION

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying a 12 Tonne Rigid Vehicle (GVM) (2-axle). The worked example is based on certain assumptions about the business, for example, that the vehicle is 10 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply a 12 Tonne Rigid Vehicle (GVM) (2-axle) (12 tonnes being the weight of the vehicle fully loaded) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the *Owner Drivers and Forestry Contractors Regulations 2006* made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, Tip Truck Tri axle Super Dog – GCM 42.5 tonnes and Tandem Tip Truck – GVM 22.5 tonnes. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a vehicle with a current capital value of \$39,750 (being the current average retail value of a 10-year-old vehicle). a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$3,975 with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<ul style="list-style-type: none"> The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year. The model spreads fixed operating costs over those 1,672 hours. In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.

The cost structure of the individual business will be significantly different if, for example:

- the age, current capital value (or both) of the vehicle is less or more than the above figures
- other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan)
- more or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1– FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$39,750 (based on typical retail value of a 10 year old vehicle), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$3,975 at 7.5% interest per annum.	\$7,881		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$621 and TAC charge of \$806 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$1,427		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$49,763.	\$5,225		
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$1,252		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance goods in transit Based on an insured sum of \$50,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods.	\$400		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$49,763. Assumes vehicle is primarily travelling intrastate.	\$2,274		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$23,805		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$14.24		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 33,000 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022 Assuming 25.71 litres consumed per 100 km.	36 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle.
Tyres Assumes cost of \$633 per tyre (10 tyres) based on vehicle specific average performance and replaced after 80,000 km.	8 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 27 cents per km.	27 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	71 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 18 km travelled per hour.	\$12.78		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work. Drivers who travel long distance or in the country will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$29.25	\$35.65	\$47.54
Range of rates typically paid in Victoria ³		
\$29.25 to \$35.10	\$35.65 to \$42.78	\$47.54 to \$57.05

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2020³ (the award) for a casual employee driver of a semi-trailer (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.

³ The Award rate was accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year

Totals

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$14.24		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$12.78		Assuming 18 km travelled per hour.
Labour	\$29.76		This worked example is based on a labour rate of \$29.76 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$56.78		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$12.78		Assuming 18 km travelled per hour.
Labour (overtime rates)	\$35.65		This worked example is based on a nominal penalty labour rate of \$35.65 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$48.43		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005**TRANSPORT INDUSTRY COUNCIL****RATES AND COSTS SCHEDULE 2022–23****Prime Mover (Bogie Drive)****Road Transport and Distribution Award 2020****Category 6****INTRODUCTION**

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Prime Mover (Bogie Drive). The worked example is based on certain assumptions about the business, for example, that the vehicle is 10 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply a Prime Mover (Bogie Drive) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the Owner Drivers and **Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2006 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, , Tip Truck Tri axle Super Dog – GCM 42.5 tonnes and Tandem Tip Truck – GVM 22.5 tonnes Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a vehicle with a current capital value of \$88,017 (being the current average retail value of a 10-year-old vehicle). a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$8,802 with interest at a comparison rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- the age, current capital value (or both) of the vehicle is less or more than the above figures
- other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan)
- more or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$88,017 (based on typical retail value of a 10 year old vehicle), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$8,802 at 7.5% interest per annum.	\$15,780		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$4,730 and TAC charge of \$2,237 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$6,967		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$50,954.	\$5,350		
Insurance comprehensive vehicle Based on rate of 4.5% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$2,773		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance goods in transit Based on an insured sum of \$50,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods.	\$400		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$50,954. Assumes vehicle is primarily travelling intrastate.	\$2,328		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$38,944		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$23.29		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 28,600 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022 Assuming 47 litres consumed per 100 km.	105 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$633 per tyre (10 tyres) based on vehicle specific average performance and replaced after 80,000 km.	8 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 44 cents per km.	44 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	157 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 18 km travelled per hour.	\$28.26		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work. Drivers who travel long distance or in the country will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$30.48	\$37.15	\$49.54
Range of rates typically paid in Victoria ³		
\$30.48 to \$36.58	\$37.15 to \$44.58	\$49.54 to \$59.45

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2020³ (the award) for a casual employee driver of a semi-trailer (‘the Award rate’) and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
2. **Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee’s ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.

³ The Award rate was accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year

Totals

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$23.29		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$28.26		Assuming 18 km travelled per hour.
Labour	\$30.48		This worked example is based on a labour rate of \$30.48 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$82.02		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$28.26		Assuming 18 km travelled per hour.
Labour (overtime rates)	\$37.15		This worked example is based on a nominal penalty labour rate of \$37.15 per hour. See discussion on rates for labour in Part 3.
Total per hour	\$65.41		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005**TRANSPORT INDUSTRY COUNCIL****RATES AND COSTS SCHEDULE 2022–23****Semi-Trailer (Bogie Drive, 6-axle)****Road Transport and Distribution Award 2020****Category 6****INTRODUCTION**

This vehicle operating Rates and Costs Schedule is based on the Transport Industry Council's evaluation of the cost recovery recommended for an owner driver to take into consideration based on being able to operate a business on a sustainable basis.

This Schedule is a general guide only. Owner drivers¹ are strongly advised to seek independent professional accounting advice for their own situation and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Rates and Costs Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, this Schedule must be given at least three business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days; or on the thirtieth day, if the owner driver is engaged for a total period of at least 30 days in any three-month period.

These requirements also apply to freight brokers and to tender situations.

This Schedule will be revised at least annually, and under section 18 of the Act, hirers are required to give owner drivers a copy of any such revised Schedule as soon as practicable after it is published.

The Schedule is intended to assist owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

The Schedule sets out a worked example of typical overhead costs for an owner driver supplying a Semi-Trailer (Bogie Drive, 6-axle). The worked example is based on certain assumptions about the business, for example, that the vehicle is 10 years old, is in operation for 7.6 hours a day and uses a certain number of tyres.

The aim of the Schedule is to assist owner drivers to:

- better understand their business cost structures and how increases and decreases in different cost items affect overall profitability; and
- calculate their own unique cost model.

This Schedule applies to owner drivers who supply a Semi-Trailer (Bogie Drive, 6-axle) or similar vehicle.²

The Schedule is structured as follows:

Part 1: Fixed costs

Describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

Describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled. These are calculated on an hourly basis.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the *Owner Drivers and Forestry Contractors Regulations 2006* made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer GCM up to 50 tonnes, Tip Truck Tri axle Super Dog – GCM 42.5 tonnes, Tandem Tip Truck – GVM 22.5 tonnes. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

Describes the range of rates that are typically paid to employee drivers for performing similar kinds of work, to assist the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This section allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

THE SCHEDULE DOES NOT DEAL WITH THE ISSUE OF RETURN ON INVESTMENT, AND THIS WOULD NEED TO BE FACTORED IN WHERE APPROPRIATE. THE ISSUE OF RETURN ON INVESTMENT IS DEALT WITH IN SECTION 11 OF THE *OWNER DRIVERS AND FORESTRY CONTRACTORS CODE OF PRACTICE*.

KEY ASSUMPTIONS

The model set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> • a vehicle with a current capital value of \$137,844 (being the current average retail value of a 10-year-old vehicle and trailer). • a vehicle subject to a lease arrangement, over a 4-year term with a 25% residual, a 10% deposit of \$13,785 with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The model spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of the individual business will be significantly different if, for example:

- The age, current capital value (or both) of the vehicle is less or more than the above figures;
- Other finance arrangements apply (for example, the vehicle is fully owned or is subject to a loan);
- More or fewer hours are worked each year.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THE COST MODEL, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To assist owner drivers to calculate their own unique cost model, a blank column is included to calculate the business's own unique costs.

Rate structures

This model calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs and a payment for the owner driver’s labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment for owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate, parcel rate, on the basis of tasks performed, or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre, or delivering a particular load. Unions, industry associations or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Vehicle lease costs This model is based on a vehicle with a current capital value of \$137,844 (based on typical retail value of a 10-year-old vehicle and trailer), and is based on a lease arrangement over a 4 year term with a 25% residual, a 10% deposit of \$13,785 at 7.5% interest per annum.	\$24,713		Finance arrangements will vary widely depending on: <ul style="list-style-type: none">• if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or• if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for.
Registration, permits and TAC fees Based on vehicle registration fee of \$6,530 and TAC charge of \$2,237 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$8,767		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration, oversize, port security permit, dangerous goods). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$50,954.	\$5,350		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$4,342		Rates may be higher for interstate trucks. Additional insurance charges may apply to certain kinds of goods carried (e.g. refrigerated goods or livestock). Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver and whether the vehicle is carrying dangerous goods.
Insurance goods in transit Based on an insured sum of \$50,000 at an insurance rate of 0.8%. Assumes vehicle is not carrying dangerous goods.	\$400		The cost of goods in transit insurance may vary depending on the type of goods being transported.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$50,954. Assumes vehicle is primarily travelling intrastate.	\$2,328		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs:	Variations in this cost item
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own BAS and accounts. Mobile phone charges will vary depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$51,246		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$30.65		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 28,600 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022 Assuming 47 litres consumed per 100 km.	105 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge needs to be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$633 per tyre (10 tyres) based on vehicle specific average performance and replaced after 80,000 km.	17 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.

Cost items assumptions assumes 28,600 km travelled per year	Typical cost per km	Your cost per km	Variations in this cost item
Servicing, repairs and maintenance Based on rate of 58 cents per km.	58 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. Major repairs may be a one-off major cost in any given year. Significant savings can be made if the business does its own servicing and repairs.
Total variable costs per km	180 cents		

Total variable costs per driving hour	Typical cost per hour	Your cost per hour	Variations in this cost item
Assumes 18 km travelled per hour.	\$32.46		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload and the nature of the work. Drivers who travel long distance or in the country will need to take this into account for their own calculations.

Citylink and Eastlink Tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au/melbourne/using-toll-roads/toll-calculator
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to assist owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by an employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, newspaper job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$30.48	\$37.15	\$49.54
Range of rates typically paid in Victoria ³		
\$30.48 to \$36.58	\$37.15 to \$44.58	\$49.54 to \$59.45

Notes:

- Casual base hourly rate:** The base rate is calculated on the Road Transport and Distribution Award 2010³ (the award) for a casual employee driver of a semi-trailer ('the Award rate') and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
- Casual overtime rates:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after the completion of an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
- The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- Shift allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours thereafter.
- Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

³ The Award rate was accurate as at 1 July 2021, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting fwc.gov.au or contacting your association or union.

PART 4 – HOURLY TOTALS**Hourly total for hours up to 7.6 hours a day, 1,672 hours a year****Totals**

Totals per driving hour	Fixed costs	Your figures	Notes
Fixed costs	\$30.65		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$32.46		Assuming 18 km travelled per hour.
Labour	\$30.48		This worked example is based on a labour rate of \$30.48 per hour. See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$93.59		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year

This model assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day. This table calculates an hourly rate for those extra hours, using variable and labour costs only, and using an overtime rate of pay.

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$32.46		Assuming 18 km travelled per hour.
Labour (overtime rates)	\$37.15		This worked example is based on a nominal penalty labour rate of \$37.15 per hour. See discussion on rates for labour in Part 3.
Total per hour	\$69.61		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

Owner Drivers and Forestry Contractors Act 2005
TRANSPORT INDUSTRY COUNCIL
TIP TRUCK RATES AND COSTS SCHEDULE 2022–23
Tandem GVM 22.5 tonnes
Road Transport and Distribution Award 2020
Category 6

INTRODUCTION

This Schedule sets out an example of typical overhead costs for an owner driver¹ supplying a Tandem GVM 22.5 tonnes.²

The example is based on certain assumptions about the business, for example, that the vehicle is 5 years old, is in operation for 7.6 hours a day, and uses a certain number of tyres, and operates within the excavation sector of the building and construction industry.

This Schedule aims to help owner drivers to:

- better understand how increases and decreases in different cost items affect overall profitability
- calculate their own unique cost model.

The Schedule aims to help both owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule is based on the Transport Industry Council's evaluation of the costs that an owner driver is recommended to consider in order to operate their business sustainably.

This Schedule is only a general guide. Owner drivers are strongly advised to seek independent professional accounting advice for their own situation. They should discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, hirers and freight brokers must provide this Schedule to an owner driver:

- at least 3 business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days
- or on the 30th day, if the owner driver is engaged for a total period of at least 30 days in any 3-month period.

These requirements also apply to tender situations.

This Schedule will be revised at least annually. Under section 18 of the Act, hirers and freight brokers are required to give owner drivers a copy of any such revised Schedule as soon as possible after it is published.

This Schedule is structured as follows:

Part 1: Fixed costs

This part describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

This part describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2017 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM up to 50 tonnes and Truck and Tri-axle Super Dog Trailer GCM up to 42.5 tonnes. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

This part describes the range of rates that are typically paid to drivers for performing similar kinds of work as a casual employee rather than as a contractor. This information is given to help the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This part allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the schedule provides for a 5 per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*.

KEY ASSUMPTIONS

The example set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a 2017 manufactured base model vehicle with a capital value of \$186,402.3 a vehicle subject to a lease arrangement, over a 5-year term with a 45.3% residual, with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments. All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The example spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of an individual business will be different if, for example:

- the age or current capital value (or both) of the vehicle differs from the above figures
- other finance arrangements apply, for example, if the vehicle is fully owned or is subject to a loan
- more or fewer hours are worked each year
- the vehicle is fitted with additional features.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THIS SCHEDULE, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

³ Cost based on the average price of a 2017 manufactured three-axle Japanese vehicle of \$186,402. This price is based on a vehicle with standard features, additional features will incur additional cost.

To help owner drivers to calculate their own unique cost model, a blank column is included in the tables of this Schedule to calculate the business's own unique costs.

Rate structures

This example calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs, and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations, or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Vehicle lease costs This example is based on: <ul style="list-style-type: none"> • a vehicle with a current capital value of \$186,402 and • a lease arrangement over a 5-year term with a 45.3% residual, at 7.5% interest per annum. 	\$31,534		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. Based on a vehicle with standard features. Additional features will incur additional costs.
Registration, permits and TAC fees Based on vehicle registration fee of \$1,185 and TAC charge of \$2,237 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$3,422		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$61,145.	\$6,420		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$5,872		Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30-day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$61,145. Assumes vehicle is primarily travelling intrastate.	\$2,794		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Yard and parking	\$2,440		The rate is based on \$203 per month for a truck and trailer.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own Business Activity Statement (BAS) and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$57,828		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$34.59		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 44,000 km travelled per year	Typical variable cost per km	Your variable costs per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022. Assuming 30.80 litres consumed per 100 km.	69 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge can be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.

Cost items assumptions assumes 44,000 km travelled per year	Typical variable cost per km	Your variable costs per km	Variations in this cost item
Tyres Assumes cost of \$633 per tyre (10 tyres) based on vehicle specific average performance and replaced annually or after 44,000 km.	10 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 20 cents per km.	21 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	100 cents		

Total variable costs per driving hour	Typical cost per hour	Your costs per hour	Variations in this cost item
Assumes 26.32 km travelled per hour.	\$26.23		These rates are typical for city driving only. The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload. Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.

Citylink and Eastlink tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to help owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$30.48	\$37.15	\$49.54
Range of rates typically paid in Victoria ³		
\$30.48 to \$36.57	\$37.15 to \$44.58	\$49.54 to \$59.45

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*⁴ (the Award) for a casual employee driver of a Tandem – GVM 22.5 and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer’s leave and public holidays that ongoing employees receive.
2. Casual overtime rate: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after an employee’s ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- Shift Allowances: Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).

⁴ The Award rate is accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting www.fwc.gov.au or contacting your association or union.

- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours after that.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals per driving hour	Typical costs	Your figures	Notes
Fixed costs	\$34.59		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$26.23		Assuming 26.31 km travelled per hour.
Labour	\$36.57		This example is based on a casual labour rate of \$36.57 per hour. See discussion on rates for labour in Part 3.
Return on investment	\$4.87		This example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$102.26		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This example assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

The table below calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

⁵ Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$26.23		Assuming 26.32 km travelled per hour.
Labour (overtime rates)	\$44.58 – \$59.45		This worked example is based on overtime penalty labour rates of between 150% and 200% See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$70.81 – \$85.68		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

⁶ Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6.30 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005
TRANSPORT INDUSTRY COUNCIL
TIP TRUCK RATES AND COSTS SCHEDULE 2022–23
Truck and Quad Axle Dog GCM up to 50 tonnes
Road Transport and Distribution Award 2020
Category 7

INTRODUCTION

This Schedule sets out an example of typical overhead costs for an owner driver¹ Truck and Quad Axle Dog GCM up to 50 tonnes.²

The example is based on certain assumptions about the business, for example, that the vehicle is in operation for 7.6 hours a day, uses a certain number of tyres, and operates within the excavation sector of the building and construction industry.

This Schedule aims to help owner drivers to:

- better understand how increases and decreases in different cost items affect overall profitability
- calculate their own unique cost model.

The Schedule aims to help both owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule is based on the Transport Industry Council's evaluation of the costs that an owner driver is recommended to consider in order to operate their business sustainably.

This Schedule is only a general guide. Owner drivers are strongly advised to seek independent professional accounting advice for their own situation. They should discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, hirers and freight brokers must provide this Schedule to an owner driver:

- at least 3 business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days
- or on the 30th day, if the owner driver is engaged for a total period of at least 30 days in any 3-month period.

These requirements also apply to tender situations.

This Schedule will be revised at least annually. Under section 18 of the Act, hirers and freight brokers are required to give owner drivers a copy of any such revised Schedule as soon as possible after it is published.

This Schedule is structured as follows:

Part 1: Fixed costs

This part describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

This part describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2017 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive), Semi-Trailer (Bogie Drive, 6-axle), Truck and Tri-axle Super Dog Trailer GCM up to 42.5 tonnes and Tandem – GVM up to 22.5. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

This part describes the range of rates that are typically paid to drivers for performing similar kinds of work as a casual employee rather than as a contractor. This information is given to help the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This part allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the schedule provides for a 5 per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*.

KEY ASSUMPTIONS

The example set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a 2017 manufactured base model vehicle with a capital value of \$269,561³ a vehicle subject to a lease arrangement, over a 5-year term with a 42.95% residual, with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments. All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The example spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of an individual business will be different if, for example:

- the age or current capital value (or both) of the vehicle differs from the above figures
- other finance arrangements apply, for example, if the vehicle is fully owned or is subject to a loan
- more or fewer hours are worked each year
- the vehicle is fitted with additional features.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THIS SCHEDULE, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

³ Cost based on a 2017 model three axle Japanese vehicle with a capital value of \$186,402, and a Quad axle dog trailer with a capital value of \$83,159. This price is based on a vehicle with standard features, additional features or modifications will incur additional costs.

To help owner drivers to calculate their own unique cost model, a blank column is included in the tables of this Schedule to calculate the business's own unique costs.

Rate structures

This example calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs, and a payment for the owner driver's labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations, or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Vehicle lease costs This example is based on: <ul style="list-style-type: none"> • a vehicle with a current capital value of \$186,402 and • a lease arrangement over a 5-year term with a 42.95% residual, at 7.5% interest per annum. 	\$31,534		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. Based on a vehicle with standard features. Additional features will incur additional costs.
Trailer lease costs This example is based on a Quad Axle Dog Trailer with a capital value of \$83,159, based on a lease arrangement over a 5-year term with a 42.95% residual at 7.5% interest per annum.	\$14,068		Finance arrangements will vary widely depending on: <ul style="list-style-type: none"> • if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or • if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. Based on a trailer with standard features. Additional features will incur additional costs.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Registration, permits and TAC fees Based on vehicle registration fee of \$12,665 and a TAC charge of \$2,237 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$14,902		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$62,023.	\$6,512		
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$5,872		Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.
Insurance trailer-in-control Based on a Quad Axle Dog Trailer with a capital value of \$83,159 and an annual rate of 3.15%. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$2,620		
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Insurance public liability Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$62,023. Assumes vehicle is primarily travelling intrastate.	\$2,833		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Yard and parking	\$3,050		The rate is based on \$253 per month for a truck and trailer.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own Business Activity Statement (BAS) and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$86,738		
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$51.88		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable costs per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022. Assumes 56.10 litres consumed per 100 km.	126 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. A fuel surcharge applied to this percentage operating cost accounts for weekly, fortnightly or monthly fluctuations in fuel costs over the term of the contract. The price of fuel at the time of quotation should therefore be used to assess the base rate fuel cost to be applied.
Tyres Assumes cost of \$633 per tyre (26 tyres) based on vehicle specific average performance and replaced annually or after 63,800 km.	26 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 17 cents per km.	17 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	\$1.69		

Total variable costs per driving hour	Typical cost per hour	Your costs per hour	Variations in this cost item
Assumes 38.16 km travelled per hour.	\$64.48		<p>These rates are typical for city driving only.</p> <p>The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload.</p> <p>Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.</p>

Citylink and Eastlink tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to help owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$30.91	\$37.69	\$50.26
Range of rates typically paid in Victoria ³		
\$30.91 to \$37.09	\$37.69 to \$45.23	\$50.26 to \$60.31

Notes:

1. **Casual base hourly rate:** The base rate is calculated on the *Road Transport and Distribution Award 2020*⁴ (the Award) for a casual employee driver of a Vehicle and Quad Axle Dog trailer – GCM up to 50 tonnes and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. **Casual overtime rate:** Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. **The range of rates in Victoria:** This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- **Shift Allowances:** Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- **Work on a Saturday:** For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours after that.
- **Work on a Sunday:** For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

PART 4 – HOURLY TOTALS

Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵

Totals per driving hour	Typical costs	Your figures	Notes
Fixed costs	\$51.88		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$64.48		Assuming 38.16 km travelled per hour.
Labour	\$37.10		This example is based on a casual labour rate of \$37.10 per hour. See discussion on rates for labour in Part 3.
Return on investment	\$7.67		This example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

⁴ The Award rate is accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting www.fwc.gov.au or contacting your association or union.

⁵ Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday.

Totals per driving hour	Typical costs	Your figures	Notes
Total per hour (up to 1,672 hours)	\$161.13		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This example assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

The table below calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$64.48		Assuming 38.16 km travelled per hour.
Labour (overtime rates)	\$45.23 – \$60.31		This worked example is based on overtime penalty labour rates of between 150% and 200% See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$109.71 – \$124.79		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

⁶ Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6.30 pm, Monday through Friday.

Owner Drivers and Forestry Contractors Act 2005
TRANSPORT INDUSTRY COUNCIL
TIP TRUCK RATES AND COSTS SCHEDULE 2022–23
Truck and Tri Axle Super Dog Trailer GCM up to 42.5 tonnes
Road Transport and Distribution Award 2020
Category 6

INTRODUCTION

This Schedule sets out an example of typical overhead costs for an owner driver¹ Truck and Tri Axle Super Dog Trailer GCM up to 42.5 tonnes.²

The example is based on certain assumptions about the business, for example, that the vehicle is 5 years old, is in operation for 7.6 hours a day, uses a certain number of tyres, and operates within the excavation sector of the building and construction industry.

This Schedule aims to help owner drivers to:

- better understand how increases and decreases in different cost items affect overall profitability
- calculate their own unique cost model.

The Schedule aims to help both owner drivers and their hirers to better understand the typical operating costs of an owner driver business and to inform their negotiations.

THE SCHEDULE DOES NOT SET MINIMUM RATES THAT MUST BE PAID.

This Schedule is based on the Transport Industry Council's evaluation of the costs that an owner driver is recommended to consider in order to operate their business sustainably.

This Schedule is only a general guide. Owner drivers are strongly advised to seek independent professional accounting advice for their own situation. They should discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

This Schedule is published under section 14 of the **Owner Drivers and Forestry Contractors Act 2005** (the Act). Under the Act, hirers and freight brokers must provide this Schedule to an owner driver:

- at least 3 business days before the owner driver is engaged, if the owner driver will be engaged for a period of at least 30 days
- or on the 30th day, if the owner driver is engaged for a total period of at least 30 days in any 3-month period.

These requirements also apply to tender situations.

This Schedule will be revised at least annually. Under section 18 of the Act, hirers and freight brokers are required to give owner drivers a copy of any such revised Schedule as soon as possible after it is published.

This Schedule is structured as follows:

Part 1: Fixed costs

This part describes typical fixed (or annual) business costs. These are the costs that the business must pay each year regardless of how many kilometres the vehicle travels.

Part 2: Variable costs

This part describes typical variable business costs. These are the costs (such as fuel and tyres) that vary with how many kilometres are travelled.

¹ Owner Driver is defined in the **Owner Drivers and Forestry Contractors Act 2005**. The definition is also affected by the Owner Drivers and Forestry Contractors Regulations 2017 made under the Act.

² Rates and Costs Schedules have been published for 1 tonne Van Courier Messenger, 1 tonne GVM – General Freight, 4.5 tonne GVM, 8 tonne GVM, 12 tonne GVM (2-axle), Prime Mover (Bogie Drive) and Semi-Trailer (Bogie Drive, 6-axle), Truck and Quad Axle Dog Trailer – GCM 50, and Tandem – GVM 22.5. Hirers are required to provide owner drivers with the Schedule that most closely relates to the owner driver's vehicle.

Part 3: Payment for labour

This part describes the range of rates that are typically paid to drivers for performing similar kinds of work as a casual employee rather than as a contractor. This information is given to help the owner driver to determine what may be a reasonable payment for their own labour.

Part 4: Totals

This part allows the owner driver to prepare total hourly rates for ordinary hours (up to 1,672 a year) and excess hours.

Return on investment needs to be factored in where appropriate. As a guide, the schedule provides for a 5 per cent return on investment.

Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

The issue of return on investment is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*.

KEY ASSUMPTIONS

The example set out in this Schedule is based on certain assumptions about the vehicle used, hours of work and the type of business. The assumptions used that have the greatest impact on the figures given are:

Subject	Costing assumptions
Vehicle and finance	<p>The fixed costs are based on:</p> <ul style="list-style-type: none"> a 2017 manufacture base model vehicle and a tri-axel super dog trailer with a capital value of \$246,025.³ a vehicle subject to a lease arrangement, over a 5-year term with a 45.3% residual, with interest at a comparison interest rate of 7.5% per annum. <p>Note that if the business owns the vehicle outright, or has a loan, the cost structure will be different with depreciation as the relevant cost rather than lease payments.</p> <p>All costs exclude GST.</p>
Driving hours per year (kilometres travelled)	<p>The calculation of the fixed costs assumes the vehicle is in operation for 7.6 driving hours per day for 220 working days a year. This equals 1,672 hours of operation a year.</p> <p>The example spreads fixed operating costs over those 1,672 hours.</p> <p>In Part 4, a separate hourly rate for hours over and above the base hours of 1,672 a year is provided. To avoid double counting of fixed costs, this rate only includes variable costs and a return for labour, based on an overtime labour rate.</p>

The cost structure of an individual business will be different if, for example:

- the age or current capital value (or both) of the vehicle differs from the above figures
- other finance arrangements apply, for example, if the vehicle is fully owned or is subject to a loan
- more or fewer hours are worked each year
- the vehicle is fitted with additional features.

³ Cost based on the average retail price of a 2017 model three axle Japanese vehicle of \$186,402, and the average retail price of a 5-year-old tri axle super dog trailer of \$59,624. This price is based on a vehicle with standard features, additional features or modifications will incur additional costs.

BECAUSE OF THESE POTENTIAL VARIATIONS, GREAT CARE SHOULD BE TAKEN IN USING THE INDICATIVE FIGURES SET OUT IN THIS SCHEDULE, AS THE COSTS OF THE INDIVIDUAL BUSINESS MAY VARY SIGNIFICANTLY.

To help owner drivers to calculate their own unique cost model, a blank column is included in the tables of this Schedule to calculate the business’s own unique costs.

Rate structures

This example calculates the cost of running a typical owner driver business, described as an hourly rate, made up of fixed and variable costs, and a payment for the owner driver’s labour. The Schedule does not calculate or suggest any particular rate calculation or payment method.

Arrangements for payment of owner drivers in the transport industry vary enormously. They can be paid an hourly rate, a load rate or even kilometres travelled. If an owner driver is paid on such an arrangement, the Schedule set out below can be used as a base to calculate the cost to the business of travelling per kilometre. Unions, industry associations, or accountants and other professional advisers can assist in this task.

PART 1 – FIXED ANNUAL COSTS – PER YEAR AND PER HOUR

Note: All costs exclude GST

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Vehicle lease costs This example is based on: <ul style="list-style-type: none">• a vehicle with a current capital value of \$186,402 (based on typical retail value of a 5-year- old vehicle), and• a lease arrangement over a 5-year term with a 45.3% residual, at 7.5% interest per annum.	\$31,534		Finance arrangements will vary widely depending on: <ul style="list-style-type: none">• if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or• if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash-flow, and depreciation needs to be allowed for. Based on a vehicle with standard features. Additional features will incur additional costs.
Trailer lease costs This example is based on a tri-axle super dog trailer with a capital value of \$59,624, based on a lease arrangement over a 5-year term with a 45.3% residual at 7.5% interest per annum.	\$10,087		Finance arrangements will vary widely depending on: <ul style="list-style-type: none">• if the arrangement is a lease or hire purchase, or purchase of the vehicle through a loan; or• if the arrangement is a loan, then the purchase price, the amount borrowed and the loan terms will affect cash- flow, and depreciation needs to be allowed for. Based on a trailer with standard features. Additional features will incur additional costs.

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Registration, permits and TAC fees Based on vehicle and trailer registration fee of \$3,211 and TAC charge of \$2,237 which is net of GST. Assumes payment is made on an annual basis. TAC charge assumes vehicle is garaged in a high-risk area (e.g. metropolitan Melbourne).	\$5,448		These fees are current as at 1 July 2022 but may change. Additional licences may be payable for certain types of operations (e.g. interstate registration). Additional administration charges may apply to registration fees if they are paid in instalments. TAC charges may be lower if the vehicle is garaged in a medium or low risk area.
Superannuation Self-funded, based on 10.5% of own labour assumed at \$61,145.	\$6,420		
Insurance comprehensive vehicle Based on rate of 3.15% per annum. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$5,872		Rates may be higher for interstate trucks. Comprehensive vehicle insurance costs may vary depending upon the age and value of the equipment insured, the insurance provider, the amount of any excess payable, the individual's claims history, the age and experience level of the driver.
Insurance trailer-in-control Based on a 5-year-old Tri-Axle Super Dog Trailer with a capital value of \$59,624 and an annual rate of 3.15%. Based on operator who is over the age of 25, has at least 5 years' experience and no claims history. Assumes vehicle is not carrying dangerous goods. Assumes vehicle is travelling intrastate only.	\$1,878		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Insurance personal sickness and accident/income Basic policy, based on 80% of income for 52 weeks, 30 day waiting period. Assumes driver is travelling intrastate only. Assumes driver has no pre-existing conditions. Maximum age limit of 60 years. These fixed costs have been calculated at 100%.	\$1,860		The cost of personal income and accident insurance (also called income protection insurance) will vary depending on the individual's health history, the amount of income insured, the period of time after an accident before benefits are payable and the maximum period over which benefits are paid.
Insurance public liability Assumes policy for public liability claims up to \$10 million. These fixed costs have been calculated at 100%.	\$600		
Insurance workers' compensation Assumed at the rate of 4.57% for the assumed labour rate of the business owner of \$61,145. Assumes vehicle is primarily travelling intrastate.	\$2,794		The rate is current as at 2022–2023 and is subject to change. The rate charged for workers' compensation insurance may vary depending on whether the vehicle is travelling short or long distances and whether the vehicle is travelling interstate. The rate may also vary depending on the driver's claims history.
Yard and parking	\$3,050		The rate is based on \$253 per month for a truck and trailer.
Business administration costs Includes maintenance of records, preparation of tax returns, mobile phone charges, consumer price index and sundry business expenses. These fixed costs have been calculated at 100%.	\$2,885		Accounting/bookkeeping fees may be lower if the business prepares its own Business Activity Statement (BAS) and accounts. Mobile phone charges will vary significantly depending on level of use. Other costs: Professional association fees, accommodation costs, parking fees, bank charges, and other costs should be allowed for where relevant. This example is based on a business that is already up and running, and does not take into account the costs of starting a business (e.g. registering a company). This figure may also vary depending on contractual conditions.
Total annual fixed costs	\$72,428		

Cost items assumptions used in the example	Example: Typical cost per year	Your costs	Variations in this cost item
Total hourly fixed costs Assuming 1,672 vehicle operation hours.	\$43.32		Assumes that the annual fixed costs of the business are spread over 1,672 vehicle operation hours per year.

PART 2 – VARIABLE COSTS – PER KILOMETRE AND PER HOUR

Note: All costs exclude GST (unless otherwise specified)

Cost items assumptions assumes 63,800 km travelled per year	Typical variable cost per km	Your variable cost per km	Variations in this cost item
Fuel Based on a fuel price of 224.3 cents per litre being the national average retail diesel pump price for the 4 weeks to 3 July 2022. Assumes 53.90 litres consumed per 100 km.	121 cents		Fuel is the single biggest variable cost and will significantly affect your business. Fuel costs will also vary depending on the age, features and condition of the vehicle. The price of fuel at the time of negotiating with the hirer should be used to assess the base rate fuel cost to be applied. In addition to the base rate, a fuel surcharge can be applied to account for weekly, fortnightly or monthly fluctuation in fuel costs over the term of the contract.
Tyres Assumes cost of \$633 per tyre (22 tyres) based on vehicle specific average performance and replaced annually or after 63,800 km.	22 cents		Consumption of tyres will vary with the age of vehicle, off-road use, geographic and road conditions, braking frequency and driving techniques and the quality of the tyres used. Cost of tyres will also vary depending on the manufacturer, type of tyres and any discount arrangements.
Servicing, repairs and maintenance Based on rate of 17 cents per km.	17 cents		Repair and maintenance costs will vary significantly with the age and condition of the vehicle. This cost is based on one major service and three minor services annually. Major repairs may also be required and will be an additional cost in any given year.
Total variable costs per km	\$1.60		

Total variable costs per driving hour	Typical cost per hour	Your costs per hour	Variations in this cost item
Assumes 38.16 km travelled per hour.	\$61.09		<p>These rates are typical for city driving only.</p> <p>The number of kilometres travelled per hour will vary significantly depending on the routes travelled, whether the work is metropolitan or regional, how often the vehicle stops to load or unload.</p> <p>Drivers who travel long distance or in regional areas will need to take this into account for their own calculations.</p>

Citylink and Eastlink tolls

Your hirer is responsible for reimbursing you for toll costs incurred if they direct you to take a toll road, or if you need to take a toll road to complete your trip.

If the hirer does not reimburse the toll costs you will need to include these costs as part of your cost calculation. The price of your trip will depend on the following factors: how far you travel, the type of vehicle you use, whether you travel in peak or off-peak times and the account or pass you choose. There are trip toll caps on both Citylink and Eastlink for heavy commercial vehicles. To check the current costs, use the following toll calculators:

- linkt.com.au
- eastlink.com.au/toll-calculator

PART 3 – PAYMENT FOR THE OWNER DRIVER’S OWN LABOUR

The next factor to include in a business cost model is an amount for the business owner’s own work (labour) in driving the vehicle and in work such as loading and unloading and tasks necessary in running the business. This Part will provide information to help owner drivers to determine the amount they can aim to receive as a payment for that labour.

Because an owner driver is a small business (not an employee) the hirer is not legally obliged to pay a minimum wage or rate of pay. However, the wages that are paid to casual employee drivers are a useful guide to the market for the labour services of driving a vehicle.

Set out below are rates that would typically be paid for driving a vehicle if this work was performed by a casual employee rather than an owner driver.

These rates will vary over time, and should be used as a general guide only. Unions, industry associations, job advertisements and other drivers are sources of advice about the going rates in your industry sector.

Casual base hourly rate ¹	Casual overtime rate 150% ² For the first two hours, over 7.6 per day or 38 per week	Casual overtime rate 200% ² For work extending beyond the first two hours of overtime and until the completion of work
\$30.48	\$37.15	\$49.54
Range of rates typically paid in Victoria ³		
\$30.48 to \$36.57	\$37.15 to \$44.58	\$49.54 to \$59.45

Notes:

1. Casual base hourly rate: The base rate is calculated on the *Road Transport and Distribution Award 2020*⁴ (the Award) for a casual employee driver a Truck and Tri-Axle Super Dog Trailer – GCM 42.5 and assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday. The base hourly rate for casual employees includes an additional 25% loading. This is compensation for not receiving the paid annual leave, personal/carer's leave and public holidays that ongoing employees receive.
2. Casual overtime rate: Casual employee drivers in Victoria receive payment at the rate of time and a half for the first two hours of overtime and double time thereafter for work continuing after an employee's ordinary hours of work. For each hour of overtime worked a casual must also be paid 10% of 1/38th of the minimum wage specified in the Award for their classification.
3. The range of rates in Victoria: This part of the table sets out a range of rates typically paid in Victoria to employee drivers in the transport industry. A range is supplied because the rate paid will vary depending on whether a company is party to an enterprise agreement, the particular industry sector, the skill and efficiency of the particular driver and market factors such as whether there is a shortage of drivers in the area. The top rate in each range is calculated by adding 20% to the bottom rate.

The Award also provides for the following payments, which may need to be factored into your cost calculation, where they apply:

- Shift allowances: Shift allowances will apply for casual employee drivers at the rate of 117.5% for a shift where ordinary hours of work are completed after 6.30 pm but before 12.30 am (afternoon shift) and at the rate of 130% where ordinary hours of work are completed after 12.30 am but before 8.30 am (night shift).
- Work on a Saturday: For all ordinary hours worked on a Saturday a casual employee driver would receive payment at the rate of 150% for hours worked. Work undertaken on a Saturday as Overtime would receive payment at the rate of 150% for the first two hours and 200% for all hours after that.
- Work on a Sunday: For all ordinary hours and overtime hours worked on a Sunday a casual employee driver would receive payment at the rate of 200% for hours worked.

⁴ The Award rate is accurate as at 1 July 2022, but is varied from time to time by the Fair Work Commission. You can find information about the most recently published minimum employee rates by visiting www.fwc.gov.au or contacting your association or union.

PART 4 – HOURLY TOTALS**Hourly total for hours up to 7.6 hours a day, 1,672 hours a year⁵**

Totals per driving hour	Typical costs	Your figures	Notes
Fixed costs	\$43.32		Assuming fixed costs spread over 1,672 hours.
Variable costs	\$61.09		Assuming 38.16 km travelled per hour.
Labour	\$36.57		This example is based on a casual labour rate of \$36.57 per hour. See discussion on rates for labour in Part 3.
Return on investment	\$7.05		This example is based on a five per cent return on investment. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.
Total per hour (up to 1,672 hours)	\$148.03		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

This example assumes that the owner driver will recover fixed annual costs over 1,672 driving hours a year. Many owner drivers work longer than these hours, either extra days each week or longer hours each day.

The table below calculates an hourly rate for those extra hours, using variable and labour costs only, and using overtime rates of pay.

Total per hour – for hours in excess of 7.6 hours per day / 1,672 hours a year⁶

Totals per driving hour	Typical costs	Your figures	Notes
Variable costs	\$61.09		Assuming 38.16 km travelled per hour.
Labour (overtime rates)	\$44.62 – \$59.45		This example is based on overtime penalty labour rates of between 150% and 200% See discussion on rates for labour in Part 3.
Total per hour (up to 1,672 hours)	\$105.71 – \$120.54		Note that this is not a prescribed or recommended rate. Owner drivers are strongly recommended to consider their own circumstances and obtain advice.

In addition to the figures above, owner drivers should, where relevant, include any amount that they seek as a return on their capital investment. This issue is dealt with in section 11 of the *Owner Drivers and Forestry Contractors Code of Practice*, available from business.vic.gov.au/odfc

Note that this is not a prescribed or recommended rate. It is strongly recommended that owner drivers obtain advice on their own individual circumstances and discuss all issues with their hirer or potential hirer to ensure that there is no misunderstanding concerning payment structures.

⁵ Assumes 38 ordinary hours of work completed in five shifts of 7.6 hours between 5.30 am and 6.30 pm, Monday through Friday.

⁶ Assumes overtime completed by employee working 38 ordinary hours of work between 5.30 am and 6.30 pm, Monday through Friday.

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF FIRE ANTS**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic pest fire ant exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of fire ants.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled *Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of fire ant* made under section 36(1) of the **Plant Biosecurity Act 2010** and published in Victoria Government Gazette G01 on 6 January 2022 at pages 14–16 is **revoked**.

5 Definitions

In this Order –

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

BioSecure HACCP Biosecurity Certificate means a certificate issued by a business certified under the BioSecure HACCP program, and in accordance with a specified BioSecure HACCP Entry Condition Compliance Procedure.

BioSecure HACCP Entry Condition Compliance Procedure means a procedure approved by Agriculture Victoria containing requirements necessary to address the restrictions or conditions specified in the Schedule to this Order.

fire ant means the exotic pest red imported fire ant, *Solenopsis invicta* (Buren).

host material means any material capable of harbouring fire ants including plants, plant products, agricultural equipment, used packages, earth and landscaping materials, (including potting media, organic mulch and composted animal manure) but excludes tissue culture, bare rooted plants washed free of earth material and seedlings in plugs/cells.

plugs/cells means any vessel with a volume of no more than 0.1 L used to grow or transport plants.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

(a) The entry or importation into Victoria of any host material is prohibited.

(b) Sub-clause (a) does not apply if the host material –

(i) originates from an area for which an area freedom certificate issued by an officer responsible for agriculture in the State or Territory from which the material originated is currently in force certifying that the area from which the material originated is known to be free of fire ants; or

(ii) is accompanied by a –

(A) plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been treated in a manner described in the Schedule to this Order and where a copy of the certificate or declaration is forwarded to Agriculture Victoria at market. access@agriculture.vic.gov.au prior to despatch of the material; or

- (B) BioSecure HACCP Biosecurity Certificate issued in accordance with BioSecure HACCP Entry Condition Compliance Procedure for Red Imported Fire Ants (RIFA) (ECCPRIFA03 or ECCPRIFA21), and where a copy of the certificate is forwarded to Agriculture Victoria at market.access@agriculture.vic.gov.au prior to despatch of the material; or
- (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Verification of Consignments

Host material imported into Victoria which is required by Clause 6(b)(ii) to be accompanied by a certificate or declaration must be –

- (a) presented to an Inspector for inspection; or
- (b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

8 Expiry

This Order remains in force for a period of 12 months after the date of making.

Schedule

Host material must –

- (1) in the case of containerised, potted and root-balled plants, trees and propagules –
 - (a) be grown in media treated with one of the following chemicals in accordance with the approved APVMA label or permit –
 - (i) a liquid mixture containing 500 g/L chlorpyrifos applied at 40 mL/100 L water by full immersion dip or drenching of the growing medium; or
 - (ii) a liquid mixture containing 80 g/L bifenthrin applied at 2.5 mL/L water as full immersion dip or drench, and plants consigned within 28 days; or
 - (iii) a liquid mixture containing 100 g/L bifenthrin applied at 2 mL/L water as full immersion dip or drench, and plants consigned within 28 days; or
 - (iv) a liquid mixture containing 240 g/L bifenthrin applied at 0.8 mL/L water as full immersion dip or drench, and plants consigned within 28 days; or
 - (v) a liquid mixture containing 25 g/L betacyfluthrin applied at 16 mL/10 L water by drenching of the growing medium applied 48–72 hours prior to consigning; or
 - (vi) a 100 g/kg chlorpyrifos granular insecticide at 1 kg per cubic metre of growing media, and plants consigned within 12 months; or
 - (vii) a 2 g/kg bifenthrin granular insecticide thoroughly blended at 10 ppm, and plants consigned within 6 months; or
 - (viii) a 2 g/kg bifenthrin granular insecticide thoroughly blended at 12 ppm, and plants consigned within 12 months; or
 - (ix) a 2 g/kg bifenthrin granular insecticide thoroughly blended at 15 ppm, and plants consigned within 24 months; or
- (2) in the case of earth and landscaping materials –
 - (a) be treated by –
 - (i) heating the entire mass to a minimum temperature of 65.5°C using steam or dry heat; or
 - (ii) fumigating with a product containing 1000 g/kg methyl bromide, at the rate of 48 g/m³ at 21°C for at least 24 hours; or
 - (iii) in the case of diagnostic samples, freezing to at least -20°C for at least 24 hours; and

- (b) be produced, stored, handled and consigned in such a manner that would prevent infestation or destroy all life stages of fire ants; and
- (c) remain packed in the original sealed bag or container in which it was first commercially packed; or
- (3) in the case of hay and straw, be –
 - (a) treated by –
 - (i) fumigation with a product containing 1000 g/kg methyl bromide at a rate of 48 g/m³ at 21°C for at least 24 hours, and
 - (ii) stored, handled and consigned after treatment so as to prevent infestation with fire ants, and
 - (iii) inspected and found to be dry and free of earth material and fire ants, and
 - (iv) dispatched within 28 days of treatment; or
 - (b) processed by hammer milling where –
 - (i) the property has been inspected not less than seven days prior to consignment and found free of fire ants, and
 - (ii) the material is –
 - (A) passed through a mesh of not more than 50 mm in size; and
 - (B) passed over a mesh of not more than 3 mm in size to remove small particulates; and
 - (C) immediately bagged into vacuum sealed bags; and
 - (D) inspected at the rate of 1 in 50 bags to ensure they are properly sealed; or
- (4) in the case of turf, be –
 - (a) treated by cover spraying, at least 48 hours before lifting, with a solution containing 500 g/l of chlorpyrifos applied at the rate of 2 L/ha; and
 - (b) despatched within 28 days of treatment;
 - (c) stored, handled and consigned after harvesting so as to prevent infestation with fire ants or
- (5) in the case of agricultural equipment and used packages, be –
 - (a) cleaned free of earth material and organic matter by –
 - (i) brushing; or
 - (ii) high pressure water; or
 - (iii) steam; and
 - (b) inspected and found free of earth material, organic matter and fire ants.

Dated 9 August 2022

ROSA CRNOV
Chief Plant Health Officer

Plant Biosecurity Act 2010**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO
VICTORIA OF MATERIALS WHICH ARE HOSTS OF
TOMATO YELLOW LEAF CURL VIRUS**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic disease tomato yellow leaf curl virus (TYLCV) exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of TYLCV.

2 Authorising provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010**.

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled *Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of Tomato yellow leaf curl virus* made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G31 on 5 August 2021 at pages 1696–1697 is **revoked**.

5 Definitions

In this Order –

host material means any plant or plant product, excluding fruit, truss tomatoes and seeds, of tomatoes (*Lycopersicon esculentum*), beans (*Phaseolus vulgaris*), lisianthus (*Eustoma grandiflorum*), lobed croton (*Croton lobatus*) and all species of *Capsicum*, *Euphorbia* and *Physalis*.

BioSecure HACCP Biosecurity Certificate means a certificate issued by a business certified under the BioSecure HACCP program, and in accordance with a specified BioSecure HACCP Entry Condition Compliance Procedure.

BioSecure HACCP Entry Condition Compliance Procedure means a procedure approved by Agriculture Victoria containing requirements necessary to address the restrictions or conditions specified in the Schedule to this Order.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host material.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) originates from an area for which there is currently in force an area freedom certificate, being a certificate issued by an officer responsible for agriculture in the State or Territory from which the host material originated, certifying that the area from which the host material originated is known to be free of TYLCV; or
 - (ii) is accompanied by a –
 - (A) plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been tested or treated in a manner prescribed in the Schedule to this Order and where a copy of the certificate or declaration is forwarded to Agriculture Victoria at market. access@agriculture.vic.gov.au prior to despatch of the material; or
 - (B) BioSecure HACCP Biosecurity Certificate issued in accordance with BioSecure HACCP Entry Condition Compliance Procedure for Tomato Yellow Leaf Curl Virus (ECCPTYLCV01), and where a copy of the certificate or declaration is forwarded to Agriculture Victoria at market. access@agriculture.vic.gov.au prior to despatch of the material; or

- (iii) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

7 Verification of Consignments

Where requested by an inspector, host material imported into Victoria which is required by Clause 6(b)(ii) to be accompanied by a certificate or declaration must be –

- (a) presented to an Inspector for inspection; or
- (b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

8 Expiry

This Order remains in force for a period of 12 months from the day of making.

Schedule

(1) Host material must be –

- (a) grown and packed on property located more than 20 km from a detection of TYLCV; or
- (b) grown under a pest management program described in Clause (2) of the schedule which prevents the introduction of silverleaf whitefly (SLW) and TYLCV.

(2) A pest management program must include –

- (a) propagation –
 - (i) in a SLW proof production facility (eg screenhouse or glasshouse) where the internal, entry and exiting doors are sealable to prevent entry of SLW and which is known to be free of SLW by monitoring for the presence of SLW; or
 - (ii) using a treatment and weed control program involving the use of chemicals registered for the control of SLW, and the removal of weeds from –
 - (A) inside production areas; and
 - (B) areas surrounding production areas; and
- (b) in the case of material propagated vegetatively (eg cuttings) –
 - (i) plants from which the material was sourced (mother stock) must be –
 - (A) tested at least every 6 months and found to be free of TYLCV; and
 - (B) grown under conditions described in sub-clause (a); and
 - (ii) the cuttings must be grown under conditions described in sub-clause (a) and
- (c) inspection of all plants in the consignment, at the rate of 600 plants per consignment or 2% of the plants in the consignment (whichever is greater), and found to be free of SLW and symptoms of TYLCV; and
- (d) packing so as to prevent infestation with SLW, including –
 - (i) unvented packages; or
 - (ii) vented packages with the vents secured with gauze or mesh with a maximum aperture of 0.5 millimetres; or
 - (iii) fully enclosed under tarpaulins, hessian, shade cloth, mesh or other covering which provides a maximum aperture of 0.5 millimetres; or
 - (iv) fully enclosed or screened buildings, cool rooms, vehicles or other facilities free from gaps or other entry points greater than 0.5 millimetres in width or height; or
 - (v) shrink wrapped and sealed as a palletised unit.

Dated 9 August 2022

ROSA CRNOV
Chief Plant Health Officer

Water Act 1989

DETERMINATION OF THE WANNON WATER CORPORATION

Penshurst Sewerage District

I, Kessia Thomson, Executive Director, Department of Environment, Land, Water and Planning, as the delegate of the Minister administering the **Water Act 1989**, under section 122G of the **Water Act 1989** determine that the Penshurst Sewerage District of Wannon Water Corporation is the land shaded in red as indicated on Wannon Water Corporation's plan number LEGL./22-140.

This determination will take effect on the date it is published in the Victoria Government Gazette.

Dated 3 August 2022

KESSIA THOMSON
Executive Director, Partnerships and
Sector Performance, Water and Catchments
Department of Environment, Land, Water and Planning
(as delegate of the Minister)

Note:

Copy of the plan referred to in this determination may be inspected at Wannon Water Corporation, 25 Gateway Road, Warrnambool, Victoria 3280.

ORDERS IN COUNCIL**Appointment of Her Majesty's Counsel Order 2019****APPOINTMENT OF HER MAJESTY'S COUNSEL****Order in Council**

The Governor in Council, in accordance with the **Appointment of Her Majesty's Counsel Order 2019**, hereby issues Letters Patent for appointment as one of Her Majesty's Counsel to the persons named below.

The appointment and Letters Patent expressly provide that the appointment is without loss or gain of precedence granted previously as Senior Counsel, and with full authority to do all things that any other of Her Majesty's Counsel may do and in the same manner and form.

The appointment will be effective from the date that it is made.

Daniel Victor Aghion

Meghan Jane O'Sullivan

Mark Edward Dean

Charles Oliver Harvey Parkinson

Marc Leon Felman

Siobhan Ryan

Kirsty Marion Macmillan

Pamela Mary Tate

Barbara Anne Myers

Dated: 16 August 2022

Responsible Minister:

JACLYN SYMES MP

Attorney-General

ALEXANDRA DEBELJAKOVIC

Clerk of the Executive Council

Livestock Disease Control Act 1994**AMENDMENT OF EXEMPTION ORDER UNDER SECTION 6(3A)****Order in Council**

The Governor in Council under section 6(3A) of the **Livestock Disease Control Act 1994** (Act) amends the Order made on 16 February 2021 exempting from section 39(1)(a) and (b) of the Act the persons specified in the Order and published in the Victoria Government Gazette G7 on 18 February 2021 to extend its operation until 18 August 2024 by, in clause 10 of the Order, for 'for 18 months after the commencement date' substituting 'until 18 August 2024'.

Dated: 16 August 2022

Responsible Minister:

THE HON. GAYLE TIERNEY MP

Minister for Agriculture

ALEXANDRA DEBELJAKOVIC

Clerk of the Executive Council

Development Victoria Act 2003

REVOCATION OF TEMPORARY AND PERMANENT RESERVATIONS

Order in Council

The Governor in Council under section 45(1) of the **Development Victoria Act 2003** revokes the following temporary and permanent reservations of:

- Crown Allotments 2212 and 2213, Section 55A, Parish of Corio, temporarily reserved as a site for public purposes (public buildings) by Order in Council of 16 January 1968 and published in the Government Gazette of 24 January 1968 and shown on Crown Diagram OP125554.
- Crown Allotment 9, Section 55A, Parish of Corio, permanently reserved as a site for public purposes (performing arts) by Order in Council of 17 October 1978 and published in the Government Gazette of 25 October 1978, and contained in Crown Grant Volume 9388 Folio 573 as shown on Title Plan 601155G.

Section 45(2)(c) of the **Development Victoria Act 2003** applies to this Order.

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

Dated: 16 August 2022

Responsible Ministers:

HON JACINTA ALLAN MP

Minister for Transport Infrastructure

HON LILY D'AMBROSIO MP

Minister for Environment and Climate Action

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: 16 August 2022

Responsible Minister:

STEVE DIMOPOULOS 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, 2 and 3 are declared to be Kardinia Park events.

Table 1: 2022 Australian Football League premierships competition match		
Section and Description	Matter Specified	
35(1)(c) Title of the Kardinia Park event and a short description of it:	Geelong Football Club (FC) and West Coast FC, a 2022 Australian Football League Premiership Season match.	
35(1)(d) The times and dates during which the Kardinia Park event is to take place:	Geelong FC and West Coast FC – 12.01 am on 19 August 2022 to 11.59 pm on 21 August 2022.	
35(1)(g) Any functions, duties and powers conferred on the Trust during the Kardinia Park event in accordance with section 36:	<p>The Trust may enter into agreements and arrangements with the event organiser.</p> <p>The Trust may organise, facilitate or undertake an event.</p> <p>The Trust may fix opening and closing times for public access to any area to which the declaration applies.</p> <p>The Trust may impose, collect and retain fees for parking of motor vehicles in Kardinia Park. The maximum fee will be \$20 per vehicle.</p>	
35(1)(h) The provision of any car parking on land at Kardinia Park during a Kardinia Park event in accordance with section 36:	<p>The Trust may provide car parking on land at Kardinia Park on the following dates:</p> <p>Geelong FC and West Coast FC match on 20 August 2022.</p>	
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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Table 2: 2022 Australian Football League Women's premierships competition matches

Section and Description	Matter Specified
35(1)(c) Title of the Kardinia Park event and a short description of it:	Geelong Football Club (FC) and Richmond FC, a 2022 Australian Football League Women's (AFLW) Premiership Season match. Geelong FC and Collingwood FC, a 2022 AFLW Premiership Season match. Geelong FC and St Kilda FC, a 2022 AFLW Premiership Season match.
35(1)(d) The times and dates during which the Kardinia Park event is to take place:	Geelong FC and Richmond FC – 12.01 am on 27 August 2022 to 11.59 pm on 29 August 2022. Geelong FC and Collingwood FC – 12.01 am on 9 September 2022 to 11.59 pm on 11 September 2022. Geelong FC and St Kilda FC – 12.01 am on 21 September to 11.59 pm on 23 September 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: Geelong FC and Richmond FC match on 28 August 2022. Geelong FC and Collingwood FC match on 10 September 2022. Geelong FC and St Kilda FC match on 22 September 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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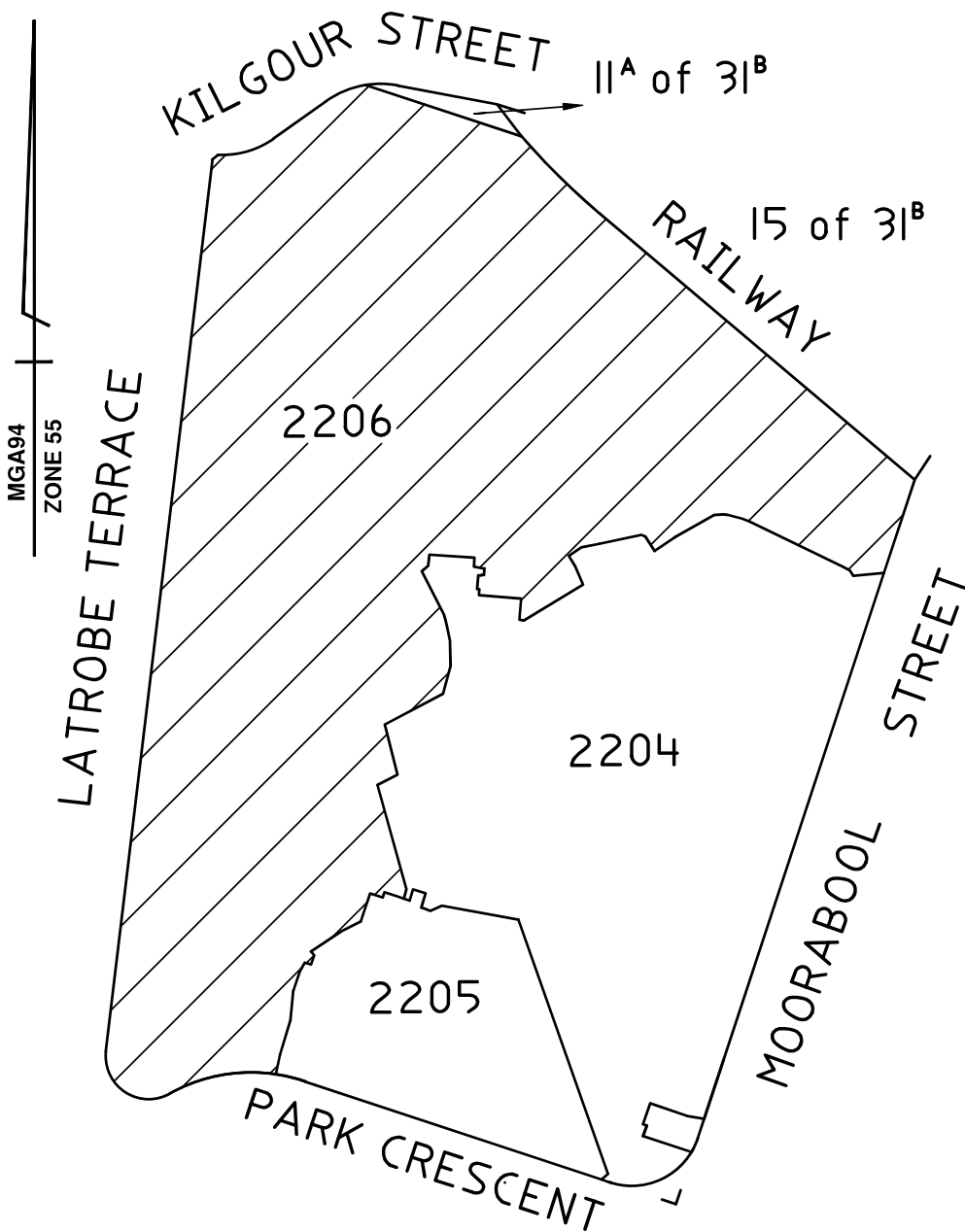
Table 3: 2022–33 Big Bash League competition matches

Section and Description		Matter Specified
35(1)(c)	Title of the Kardinia Park event and a short description of it:	Melbourne Renegades and Brisbane Heat, a 2022–23 Big Bash League (BBL) Season match. Melbourne Renegades and Sydney Sixers, a 2022–23 BBL Season match.
35(1)(d)	The times and dates during which the Kardinia Park event is to take place:	Melbourne Renegades and Brisbane Heat – 12.01 am on 20 December 2022 to 11.59 pm on 22 December 2022. Melbourne Renegades and Sydney Sixers – 12.01 am on 29 December 2022 to 11.59 pm on 31 December 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: Melbourne Renegades and Brisbane Heat match on 21 December 2022. Melbourne Renegades and Sydney Sixers match on 30 December 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.

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 Tables 1, 2 and 3.

This legislative instrument takes effect on the date it is published in the Government Gazette and applies until 31 December 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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**SUBORDINATE LEGISLATION ACT 1994
NOTICE THAT STATUTORY RULES ARE
OBTAINABLE**

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from TIMG Bookshop, Level 10, 575 Bourke Street, Melbourne 3000, on the date specified:

67. *Statutory Rule:* Alpine Resorts
(Management)
Amendment
Regulations 2022
Authorising Act: Alpine Resorts
(Management)
Act 1997
Date first obtainable: 16 August 2022
Code A
68. *Statutory Rule:* Electoral
Regulations 2022
Authorising Act: Electoral Act 2002
Date first obtainable: 16 August 2022
Code D
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