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Deceased Estate notices, (per estate)—\$22.90

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Clients who have an account will be invoiced for advertising charges.

Clients without an account will need to pay at time of lodging the notice.

— PART 1 —

EAST PERTH REDEVELOPMENT AUTHORITY

EX301*

Economic Regulation Authority Act 2003

Economic Regulation Authority (Water and Wastewater Pricing Reference) Notice (No.2) 2005

Given by the Economic Regulation authority under section 34(1) of the *Economic Regulation Authority Act 2003*.

1. Citation

This notice is the *Economic Regulation Authority (Water and Wastewater Pricing Reference) Notice (No.2) 2005*.

2. Reference amended

- (1) Under section 33 of the *Economic Regulation Authority Act 2003*, the Treasurer has amended the reference for the inquiry into water and wastewater pricing.
- (2) The particulars of the amendment are set out in Schedule 1.

Schedule 1 — Particulars of amendment

[cl. (2)]

NOTICE OF AMENDMENT TO REFERENCE FOR INQUIRY INTO
WATER AND WASTEWATER PRICING

I, Eric Ripper, under section 33 of the *Economic Regulation Authority Act 2003*, amend the reference for the inquiry into water and wastewater pricing* so that the final report is to be completed by no later than 21 October 2005 instead of 30 September 2005.

[*Notice of the reference was published in Gazette 6 July 2004 at pages 2713-18.]

ERIC RIPPER MLA, Treasurer.

Chairman,
Economic Regulation Authority.

HEALTH

HE301*

Hospitals and Health Services Act 1927

Hospitals and Health Services (Day Hospital Facility) Determination 2005

Made by the Minister for Health under section 2(3) of the Act.

1. Citation

This determination is the *Hospitals and Health Services (Day Hospital Facility) Determination 2005*.

2. Services that are “professional attention”

(1) The following professional medical services are determined to be professional attention for the purposes of the definition of “day hospital facility” in section 2(1) of the Act —

- (a) any procedure that involves the administration of a general, spinal or epidural anaesthetic;
- (b) any procedure performed under sedation, plexus blockade or Biers Block;
- (c) any procedure that involves the invasion of a sterile body cavity;
- (d) peritoneal dialysis and haemodialysis for the treatment of end stage renal failure.

(2) In this clause —

“**procedure**” means an elective surgical or medical procedure.

3. Determinations revoked

The following determinations are revoked —

- (a) Determination published in the *Gazette* on 31 December 1993, p. 6887;
- (b) *Hospitals and Health Services (Day Hospital Facility) Determination 2002* published in the *Gazette* on 26 April 2002, p. 2167.

J. McGINTY, Minister for Health.

— PART 2 —

AGRICULTURE

AG401*

AGRICULTURE AND RELATED RESOURCES PROTECTION ACT 1976
CANCELLATION

Agriculture Protection Board,
South Perth.

Acting pursuant to section 9 (1) of the *Agriculture and Related Resources Protection Act 1976*, the appointment of Mr Greg Pickles as Deputy Chief Agriculture Protection Officer is hereby cancelled.

Dated: 21 September 2005.

KIM CHANCE, Minister for Agriculture and Forestry.

ARCHITECTS BOARD

AB101

PRINTERS CORRECTION
ARCHITECTS ACT 2004
ELECTION OF BOARD MEMBERS

The Architects Board of Western Australia

An error occurred in the notice published under the above heading on page 4468 of *Government Gazette* No. 184 dated 4 October 2005 and is corrected as follows.

Delete the heading—

“ELECTION OF BOARD MEMBERS”

and insert—

“ ELECTION OF BOARD MEMBERS ”.

CEMETERIES

CC401*

CEMETERIES ACT 1986

Shire of Murray

PINJARRA CEMETERY FUNERAL CHARGES 2005/2006

INTERMENT (LAWN & MONUMENTAL)

Adult Burial	\$462.00 inc GST
Child Burial (Under 13 years).....	\$385.00 inc GST
Stillborn Burial	\$154.00 inc GST
Ashes in Grave Site	\$165.00 inc GST
Interment deeper than 1.8m (per 0.3m)	\$ 55.00 inc GST

GRANT OF RIGHT OF BURIAL (25 YEARS) (LAND INCLUDED)

Lawn & Monumental 2.4 x 1.8	\$935.00 inc GST
Monumental Only 2.4 x 2.4	\$1045.00 inc GST
Renewal of Expired Grant	\$165.00 inc GST
Transfer of Grant of Right of Burial	\$165.00 inc GST
Copy of Grant of Right of Burial	\$55.00 inc GST

ADDITIONAL SERVICE FEES

Reservation of specific site (non refundable)	\$165.00 inc GST
Exhumation.....	\$1540.00 inc GST
Reinternment after exhumation.....	\$462.00 inc GST
Internment on Weekend or Public Holiday (Plus standard internment fee)	\$385.00 inc GST
Late arrival, departure & insufficient notice.....	\$165.00 inc GST

NICHE WALLS 1 & 2 (OLD NICHE WALLS)

Purchase & Internment of Single Niche	\$275.00 inc GST
Purchase & Internment of Double Niche..... (Grant of Right of Burial Included)	\$385.00 inc GST

GARDEN NICHE WALL

Purchase & Internment	\$462.00 inc GST
(Grant of Right of Burial Included)	

GROUND NICHEs

Purchase and Internment.....	\$605.00 inc GST
(Grant of Right of Burial Included)	

MEMORIAL GARDEN WALL

Purchase & Internment	\$605.00 inc GST
(Grant of Right of Burial Included)	

ADDITIONAL SERVICES FEES

Reservation of Specific Site (non refundable)	\$165.00 inc GST
Transfer of Ashes	\$99.00 inc GST

FUNERAL DIRECTORS FEES

Annual License Fee (GST exempt).....	\$500.00 no GST
Single Funeral Permit (GST exempt)	\$100.00 no GST

SEARCH & OTHER FEES

Search Fee for Records (inc. Map & Burial Records)	\$5.50 inc GST
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MONUMENTAL CHARGES

Annual License Fees (GST exempt)	\$250.00 no GST
Single Funeral Permit (GST exempt)	\$100.00 no GST

PLAQUES

Lawn Cemetery, Niche Walls, Ground Niches, Memorial Garden Walls.....	As Quoted
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EDUCATION & TRAINING

ED401*

MURDOCH UNIVERSITY ACT 1973

It is hereby notified that the Governor in Executive Council, acting under the provisions of Section 25 of the *Murdoch University Act 1973-1985*, has approved amendments to Statute No. 8—*Interpretation* and Statute No. 23—*Student Discipline* as set out in the attached schedules.

LJILJIANNA RAVLICH MLC, Minister for Education and Training.
M. C. WAUCHOPE, Clerk of the Executive Council.

The proposed amendments to *Statute 8—Interpretation*, as set out in the attached schedule, have been approved and ratified by an absolute majority of the members of the Senate in accordance with sub-section 25(1) of the *Murdoch University Act 1973 (WA)*.

The University has sealed this document in accordance with Senate resolution S/54/2004

GEOFFREY BOLTON, Chancellor.
JOHN PEASE, General Counsel & University Secretary.

By Command of the Governor,

M. C. WAUCHOPE, Clerk of the Executive Council.

Statute No. 8—Interpretation

1. In any Statute, Regulation or By-law of the University, unless the context otherwise requires:

<i>Absolute majority</i>	means a majority of all the persons for the time being holding office;
<i>Act</i>	means the <i>Murdoch University Act 1973 (WA)</i> ;
<i>By-law</i>	means a by-law of the University made under the Act;
<i>Campus</i>	means the lands or premises from time to time designated as a campus by the Senate. There may be more than one campus so designated at any one time;
<i>Day</i>	means calendar day;
<i>Dean</i>	means the Head of a School upon whom the Vice-Chancellor has conferred the title Dean in accordance with the Division Regulations;
<i>Division</i>	means a unit of university organisation constituted as a Division by the Division Regulations;
<i>Examination</i>	means an examination conducted by or within the University or an examination conducted by any other person or body prescribed by the statutes as a person or body authorised to conduct examinations for the University;
<i>Executive Dean</i>	means the Executive Dean of a Division appointed under the Division Regulations;
<i>External Student</i>	means a student designated as an external student by the Secretary;
<i>General Staff</i>	means all employees of the University who are not members of the University's academic staff;
<i>Graduate</i>	means a graduate of any University;
<i>Member of the University</i>	means a person who is a member of the Senate, a member of the staff of the University other than a person employed on a casual basis, a graduate of the University or a student;
<i>Office of the University</i>	means the office of the University as from time to time designated by the Senate;
<i>Prescribed</i>	means prescribed by the Act, or a Statute, Regulation or By-law as the case may be;
<i>Part-time Student</i>	means a student designated as a part-time student by the Secretary;
<i>Regulation</i>	means a Regulation of the University made under the Act;
<i>School or School of Study</i>	means the unit of university organisation constituted as a School under the School Regulations or the Division Regulations;
<i>Secretary</i>	means the person for the time being employed by the University in the position of General Counsel & University Secretary, or such other position as subsumes or replaces it;
<i>Statute</i>	means a statute of the University made under the Act and the <i>Statutes</i> means all the Statutes for the time being in force;
<i>Student</i>	means a person enrolled in the University as a student and the <i>Students</i> means the student body for the time being;
<i>Undergraduate University</i>	means a Student enrolled in a unit for a Bachelor's Degree; when used to describe a locality means all land and buildings owned or occupied by the University and any other land declared by the Governor in accordance with section 24(2) of the Act to be University lands and all buildings or structures on such land; and
<i>Working day</i>	means a day other than a Saturday, Sunday or other day on which the University is officially closed.
2. Subject to paragraph 3(d), the provisions of the *Interpretation Act 1984 (WA)* in force from time to time apply in the interpretation and construction of the Statutes, Regulations and By-law.
3. In any Statute, Regulation or By-law unless the contrary intention appears:
 - (a) a reference to any person holding an office shall be to the person who holds or discharges the duty of that office for the time being, or to the person who is for the time being acting in that office as the case may require;

- (b) a person appointed as a member of a University body or organisation by virtue of some other office held by him or her whether in the University or elsewhere, and expressed to be appointed 'ex officio' shall have the right to nominate any other person to represent him or her on any such body or organisation and from time to time remove and replace any such nominee as he or she shall think fit;
- (c) a reference to a person who is 'primarily a student' is a reference to a person whom the Vice-Chancellor determines is primarily a student.
- (d) for the purposes of sub-section 61(2) of the *Interpretation Act 1984 (WA)*, "excluded day" means Saturday, Sunday, or other day on which the University is officially closed.
4. The periods of instruction in each year shall be determined by the Senate.
5. For the purposes of section 8(2) of the Act, the University shall (*inter alia*) consist of all members of the academic and general staff of the University other than those employed on a casual basis.

The proposed amendments to *Statute 23—Student Discipline*, as set out in the attached schedule, have been approved and ratified by an absolute majority of the members of the Senate in accordance with sub-section 25(1) of the *Murdoch University Act 1973 (WA)*.

The University has sealed this document in accordance with Senate resolution S/54/2004.

GEOFFREY BOLTON, Chancellor.
JOHN PEASE, General Counsel & University Secretary.

By Command of the Governor,

Clerk of the Executive Council.

Statute 23 – student discipline

5.	Student Appeals Committee
5.2	The Student Appeals Committee will be constituted in accordance with the Student Appeals Committee Regulations.
5.3	Any member of the Committee who has a family or other personal relationship with an appellant, or other conflict of interest, shall withdraw from the meeting during consideration of that case, and be replaced by the alternate member or another student nominee (as applicable).

ENERGY

EN401*

ELECTRICITY INDUSTRY ACT 2004

ELECTRICITY INDUSTRY (PRESCRIBED FORM OF CONTRACT) ORDER 2005

Made by the Minister for Energy under section 55(7) of the *Electricity Industry Act 2004*.

1. Citation

This order is the *Electricity Industry (Prescribed Form of Contract) Order 2005*.

2. Commencement

This order comes into operation on the day on which it is published in the *Gazette*.

3. Prescribed form of contract

The form of contract set out in the schedule to this order is the form of contract prescribed under section 55(7) of the *Electricity Industry Act 2004*.

ALAN CARPENTER MLA, Minister for Energy.

Schedule
WESTERN POWER CORPORATION
(ABN 38 362 983 875)
**PRESCRIBED FORM OF CONTRACT
FOR THE SUPPLY OF ELECTRICITY**
Prescribed by the Minister for Energy under
section 55(7) of the *Electricity Industry Act 2004* (WA)

1. INTRODUCTION

This is the form of contract that has been prescribed by the Minister for Energy under section 55(7) of the *Electricity Industry Act 2004*.

If *we* supplied electricity to *you* immediately before 31 December 2004, then *you* and *we* will be deemed to have entered into a legally binding contract on these terms and conditions from 31 December 2004.

If *we* did not supply electricity to *you* immediately before 31 December 2004 and *we* make *you* an offer to supply electricity to *you* on the prescribed form of contract and *you* accept that offer, then *you* and *we* will have entered into a legally binding contract on these terms and conditions.

The *contract* sets out *your* and *our* rights and obligations regarding that supply of electricity.

2. COMMENCEMENT AND TERM

2.1 Commencement of contract

(a) **(Existing customers)** If *we* supplied electricity to *you* immediately before 31 December 2004, then the *contract* will commence on 31 December 2004.

(b) **(New customers)** If—

- (i) *we* did not supply electricity to *you* immediately before 31 December 2004;
- (ii) *we* make *you* an offer to supply electricity to *you* on these terms and conditions; and
- (iii) *you* accept *our* offer,

then the *contract* will commence on—

- (iv) the date that *you* accept *our* offer; or
- (v) if *you* are a *small use customer* and *you* have entered into the *contract* as a result of *door to door marketing*, the date on which *you* sign the *contract*.

2.2 Term of contract

The *contract* will commence on the date determined under clause 2.1 and will continue until—

- (a) *you* end the *contract* under clause 23.2; or
- (b) *we* end the *contract* under clause 23.3.

3. SERVICES PROVIDED BY US

Subject to all relevant laws, *we* will supply electricity to *you* on these terms and conditions.

4. PROHIBITED ACTIVITIES

You must not—

- (a) tamper with, bypass, circumvent or otherwise interfere with, the *meter*, or do anything that will prevent *us* from accessing the *meter*, or allow anyone else to do so; or
- (b) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

5. PROVISION OF INFORMATION

5.1 Information which we must provide to you if you are a small use customer

Despite any other clause of the *contract*, if *you* are a *small use customer* then *we* must give *you*—

- (a) all information that *we* are required to give *you* under the *code of conduct*;
- (b) all information that *we* are required to give *you* in response to a request by *you* under the *code of conduct*; and
- (c) a summary of what the *code of conduct* says about terminating *your* electricity supply.

5.2 Information which we must publish and provide

From time to time, *we* must—

- (a) place on *our* website; and
- (b) if *you* ask *us*, post to *you*, either with *your* next bill or separately,

information on—

- (c) *charges, fees, rentals* and *rebates* (including any conditions applicable to them); and
- (d) *our* complaints and dispute resolution procedures.

5.3 Information which you must provide to us

You must notify *us* as soon as possible if—

- (a) there is a change in the address to which *your* bills are to be sent or *your* contact details; or
- (b) *you* change the way *you* use electricity; or

- (c) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (d) *you* become aware of any problem with *our equipment* which is at, or reasonably close to, the *premises*; or
- (e) *you* or a person residing at the *premises* is dependent on *life support equipment* (and *you* must provide *us* with written confirmation from an appropriately qualified medical practitioner that the person requires *life support equipment*); or
- (f) *you* or a person residing at the *premises* who is dependent on *life support equipment* vacates the *premises* or no longer requires *life support equipment*; or
- (g) *you* wish to provide consent to *us* to release information concerning *your* account to another person; or
- (h) *you* wish to amend or withdraw the consent that *you* previously provided to *us* to release confidential information concerning *you* to another person.

6. PRICES

6.1 Charges and fees

- (a) *You* must pay to *us* the *charges, fees and rentals* that apply to *you*.
- (b) If *you* are allowed to select the *charges* that will apply to *you* and *you* fail to make a selection, then *we* will decide the *charges* that will apply to *you*.

6.2 Rebates

If *you* notify *us* that *you* are eligible for a *rebate* and *we* are satisfied that *you* are eligible for a *rebate*, then *we* will provide a *rebate* to *you*.

6.3 Compliance with conditions

- (a) If there are conditions applying to any *charge, fee, rental or rebate* that applies to *you*, then—
 - (i) *you* must not use electricity in breach of those conditions; and
 - (ii) *you* must promptly notify *us* if *you* believe that *you* will no longer be able to comply with those conditions.
- (b) If *you* use electricity in breach of conditions under clause 6.3(a)(i) or *you* fail to give *us* prompt notice under clause 6.3(a)(ii), then *we* can require *you* to pay the difference between—
 - (i) the *charge, fee or rental* that *you* were paying during the period when *you* were breaching the conditions or when *you* failed to give *us* prompt notice (as applicable); and
 - (ii) the *charge, fee or rental* that should have applied to *you* during that period.

6.4 Inconsistency between the contract and conditions

Where any inconsistency occurs between the *contract* and the conditions applying to any *charge, fee, rental or rebate* that applies to *you*, then the conditions applying to that *charge, fee, rental or rebate* will prevail over the *contract* to the extent of the inconsistency.

7. CALCULATING YOUR ELECTRICITY USE

7.1 Metering

- (a) If *you* are a *small use customer*, then *we* will read the *meter* at least once every 12 months unless *you* agree to read the *meter* under clause 4.5(1)(b) of the *code of conduct*.
- (b) If *you* are a *large use customer*, then *we* will read the *meter* at least once every 12 months unless *you* and *we* agree otherwise.

7.2 You can request a meter test

- (a) If *you* ask *us* to test the *meter* and *you* pay *us* a *fee* for the *meter* testing, then *we* will use reasonable endeavours to test the *meter* within 5 *business days* after *we* receive *your* payment.
- (b) If the *meter* testing indicates that the *meter* is not measuring within the limits specified in section 41 of the *Electricity Act 1945*, then—
 - (i) *we* can repair or replace the *meter*;
 - (ii) *we* will refund the *fee* for the *meter* testing to *you*; and
 - (iii) clause 11 applies to any undercharging or overcharging caused by the inaccurate *meter*.

7.3 Estimate of electricity use

- (a) If *you* are a *small use customer* and *we* are unable to reasonably base a bill on a reading of the *meter*, then—
 - (i) *we* can estimate the volume of electricity *you* have used and the times during which *you* used that electricity; and
 - (ii) *we* must conduct all estimations under clause 7.3(a)(i) consistently with clause 4.7 of the *code of conduct*.
- (b) If *you* are a *large use customer* and *we* are unable to base a bill on a reading of the *meter* for any reason, then *we* can estimate the volume of electricity *you* have used and the times during which *you* used that electricity.

8. BILLS

- (a) *We* can decide the *billing cycle* that will apply to *you*. If *you* are a *small use customer*, then *we* must make *our* decision consistently with clause 4.1 of the *code of conduct*.

- (b) We will notify *you* of the *billing cycle* which will apply to *you*—
 - (i) before *you* receive *your* first bill; or
 - (ii) on *your* first bill.
- (c) We can change *your billing cycle* by notice in writing to *you* at least 40 *business days* before the change.
- (d) If *you* are a *small use customer*, then *we* must ensure that each bill complies with clause 4.4 of the *code of conduct*.

9. PAYING YOUR BILL

9.1 You must pay your bill

- (a) *You* must pay the total amount payable for each bill by the due date specified in that bill.
- (b) *We* will—
 - (i) give *you* options as to how *you* can pay *your* bill; and
 - (ii) show the payment method options on *your* bill.

9.2 If you do not pay your bill

- (a) If *you* do not pay the total amount payable for any bill by the due date, then—
 - (i) *we* can send a disconnection warning to *you*;
 - (ii) *we* can charge *you* a *fee* for each overdue account notice *we* send to *you*. If *you* are a *small use customer*, then *we* must charge *you* consistently with clause 5.6 of the *code of conduct*;
 - (iii) *we* can charge *you* interest on the amount *you* have not paid in the circumstances, and at the rate, specified in by-law 8 of the *Charges By-laws*; and
 - (iv) *we* may disconnect *your* electricity supply under clause 21.3.
- (b) If *you* do not pay the total amount payable for any bill after *we* send a disconnection warning to *you* under clause 9.2(a), then—
 - (i) *we* can refer *your* debt to a debt collection agency for collection; and
 - (ii) if *we* refer *your* debt to a debt collection agency, *you* must pay any costs that *we* incur in connection with the referral, including the agency's fees and any reasonable legal costs incurred by the agency and *us* in recovering the amount of *your* overdue bill.
- (c) If—
 - (i) *you* pay a bill;
 - (ii) the payment is dishonoured or reversed; and
 - (iii) *we* have to pay fees to any other person or entity because of the dishonour or reversal, then *you* must reimburse *us* for those fees.

9.3 If you are having trouble paying

- (a) If *you* cannot afford to pay *your* bills, then *you* must notify *us* as soon as possible.
- (b) If—
 - (i) *you* notify *us* under clause 9.3(a);
 - (ii) *you* are a *small use customer* who consumes electricity solely for domestic use; and
 - (iii) *our* assessment of *your* capacity to pay indicates that *you* are unable to pay *your* bills, then *we* must act consistently with Division 2 or Division 3 of Part 6 of the *code of conduct*.

10. REVIEW OF BILLS

- (a) *You* can ask *us* to review a bill (“**disputed bill**”).
- (b) *We* will review the disputed bill if *you*—
 - (i) pay—
 - (A) that portion of the disputed bill that *you* and *we* agree is not in dispute; or
 - (B) an amount equal to the average amount of *your* bills over the previous 12 months (excluding the disputed bill), whichever is less; and
 - (ii) pay all other bills that are properly due and not in dispute (whether *you* received these bills prior to receiving the disputed bill or during the period that *we* are reviewing the disputed bill).
- (c) If *you* make a request under clause 10(a) and *you* have paid the amounts specified in clause 10(b) (if applicable), then *we* must review the disputed bill and notify *you* of the outcome of *our* review within 20 *business days* after the date of *your* request.

11. UNDERCHARGING OR OVERCHARGING YOU

11.1 Undercharging

- (a) If *we* undercharge *you* because of an act or omission by *us* (including where the *meter* has been found to be defective), then *we* can require *you* to make a correcting payment. If *you* are a *small use customer*, then *we* must act consistently with clause 4.17 of the *code of conduct*.

- (b) *We must offer you the option to pay the correcting payment by instalments. If you are a small use customer, then we must make this offer consistently with clause 4.17(2)(d) of the code of conduct.*

11.2 Overcharging

If *we* overcharge *you* because of an act or omission by *us* (including where the *meter* has been found to be defective), then—

- (a) if *you* are a *small use customer*, *we* must credit the amount to *your* account or repay the amount to *you* consistently with clause 4.18 of the *code of conduct*; and
- (b) if *you* are a *large use customer*, *we* must credit the amount to *your* account.

12. SECURITY

- (a) *We* can require *you* to provide security from time to time.
- (b) If *you* provide security, then *we* will use and refund the security consistently with section 62 of the *Energy Operators (Powers) Act 1979*.
- (c) If *you* provide security in the form of a security deposit, then *we* will—
- (i) pay *you* interest on the security deposit at the rate specified in by-law 12 of the *Charges By-laws*;
 - (ii) keep the security deposit in a separate trust account; and
 - (iii) separately identify the security deposit in *our* accounting records.

13. OUR EQUIPMENT AND YOUR EQUIPMENT

13.1 Our equipment

- (a) *We* must inspect *our equipment* and at all times maintain *our equipment* in a safe and fit condition for supplying electricity.
- (b) *You* must not do anything that will damage or interfere with *our equipment* or use electricity in a way that interferes with *our equipment*.

13.2 Your equipment

You must keep *your equipment* in good working order and condition.

14. MOVING INTO THE PREMISES

14.1 New electricity connection

If *you* move into *premises* that does not have an existing electricity connection, then *we* will charge *you* for electricity from the *commencement date*.

14.2 Existing electricity connection

If *you* move into *premises* that has an existing electricity connection, then *we* will charge *you* for electricity consistently with section 62(4) of the *Energy Operators (Powers) Act 1979*.

15. MOVING OUT OF THE PREMISES

- (a) If *you* move out of the *premises*, *you* must notify *us*—
- (i) at least 5 days before *you* move out; and
 - (ii) of an address where the final bill can be sent.
- (b) If *you* give *us* notice consistently with clause 15(a) and *you* move out of the *premises* at the time specified in *your* notice, then *we* will—
- (i) make a final *meter* reading on the day that *you* move out of the *premises*;
 - (ii) not require *you* to pay for electricity used beyond the day *you* move out of the *premises*;
 - (iii) issue a final bill to *you*; and
 - (iv) if *your* account is in credit at the time that *you* give notice to *us*, then *we* will repay the amount to *you* or credit the amount to *your* account (less any amounts that *you* owe *us*).
- (c) If *you* do not give *us* notice consistently with clause 15(a), then—
- (i) *we* can require *you* to pay for electricity used at the *premises* for up to 5 days after *we* discover that *you* have moved out of the *premises*;
 - (ii) *we* will charge *you* for electricity consistently with section 62(4) of the *Energy Operators (Powers) Act 1979*;
 - (iii) if *you* were evicted or otherwise forced to move out of the *premises* on less than 10 *business days'* notice and *you* notified *us* immediately that *you* were evicted or forced to move out, *we* will not require *you* to pay for electricity used beyond the date of *your* notice to *us*; and
 - (iv) if *your* account is in credit at the time that *we* discover that *you* moved out of the *premises*, then *we* will repay the amount to *you* or credit the amount to *your* account (less any amounts that *you* owe *us*).

16. ACCESS TO THE PREMISES

- (a) *You* must let *us* have safe and unrestricted access to the *premises* when *we* need it—
- (i) to read the *meter*; or
 - (ii) to inspect or work on *our equipment*; or
 - (iii) to disconnect *your* electricity supply; or

- (iv) to inspect or work on *your equipment*; or
- (v) at any reasonable time for any other reason relating to the electricity supply and the connection of the *premises* to the *distribution system*.
- (b) We must give *you* at least 5 days' notice before entering the *premises*, except—
 - (i) to inspect, read, examine, test, maintain or repair the *meter* or any of *our equipment*; or
 - (ii) in an emergency; or
 - (iii) if *we* reasonably suspect that electricity is being used illegally at the *premises*.
- (c) A person entering the *premises* on *our* behalf must—
 - (i) clearly display identification that identifies the person as *our* employee or agent; and
 - (ii) show his or her identification to *you* if *you* ask to see it.

17. CONFIDENTIALITY

Subject to clause 21.5(e), *we* will keep *your* information confidential consistently with *our* privacy policy.

18. UNCONTROLLABLE EVENTS

18.1 Uncontrollable events beyond your control

- (a) *You* must pay *your* bill by the due date shown on the bill, even if an *uncontrollable event* occurs which is beyond *your* control.
- (b) If an *uncontrollable event* occurs which is beyond *your* control and that *uncontrollable event* causes *you* to breach any of these terms and conditions, then—
 - (i) *you* must notify *us* immediately; and
 - (ii) *we* will excuse that breach for as long as that *uncontrollable event* continues.

18.2 Uncontrollable events beyond our control

If an *uncontrollable event* occurs which is beyond *our* control and that *uncontrollable event* causes *us* to breach any of these terms and conditions, then—

- (a) *we* must use reasonable endeavours to promptly notify *you* (if *we* think it is necessary or appropriate) by an announcement on television or radio or in a newspaper (as *we* think appropriate); and
- (b) *you* must excuse that breach for as long as that *uncontrollable event* continues.

19. MAKING COMPLAINTS AND RESOLVING DISPUTES

- (a) *You* can make a complaint to *us*.
- (b) If *you* make a complaint, then *we* must handle the complaint consistently with—
 - (i) *our* complaints handling process under Part 12 of the *code of conduct* if *you* are a *small use customer*; and
 - (ii) Australian Standard AS 4269-1995: Complaints Handling published by Standards Australia if *you* are a *large use customer*.

20. INTERRUPTING YOUR ELECTRICITY SUPPLY

20.1 Emergency

- (a) **(When interruption permitted)** *We* can interrupt *your* electricity supply at any time without notice to *you* in an emergency.
- (b) **(Turning electricity back on after interruption)** If *we* interrupt *your* electricity supply in an emergency under clause 20.1(a), then *we* will use *our* best endeavours to turn *your* electricity on again as soon as possible.

20.2 Lawful reasons

- (a) **(When interruption permitted)** *We* can interrupt *your* electricity supply at any time without notice to *you* if *we* are permitted or required by law to do so.
- (b) **(Turning electricity back on after interruption)** If *we* interrupt *your* electricity supply for a lawful reason under clause 20.2(a), then *we* will use *our* best endeavours to turn *your* electricity on again as soon as possible.
- (c) **(When interruption prohibited)** If *you* have given *us* notice under clause 5.3(e), or *we* are otherwise aware, that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* cannot interrupt *your* electricity supply for a lawful reason under clause 20.2(a) unless *we*—
 - (i) give *you* at least 3 days' written notice of the interruption; or
 - (ii) are required to do so for emergency reasons.

20.3 Planned maintenance

- (a) **(When interruption permitted)** *We* can interrupt *your* electricity supply at any time when it is necessary for *us* to carry out planned work on a *distribution system*.
- (b) **(Turning electricity back on after interruption)** If *we* interrupt *your* electricity supply to carry out planned work on a *distribution system* under clause 20.3(a), then *we* will use *our* best endeavours to turn *your* electricity on again as soon as possible.
- (c) **(When interruption prohibited)** If *you* have given *us* notice under clause 5.3(e), or *we* are otherwise aware, that *you* or a person residing at the *premises* is dependent on *life support*

equipment, then *we* cannot interrupt *your* electricity supply to carry out planned work on a *distribution system* under clause 20.3(a) unless *we* give *you* at least 3 days' written notice of the interruption.

21. DISCONNECTING AND RECONNECTING YOUR ELECTRICITY SUPPLY

21.1 Emergency

- (a) **(When disconnection permitted)** *We* can disconnect *your* electricity supply at any time without notice to *you* if—
 - (i) an emergency exists; and
 - (ii) *we* are reasonably satisfied that *you* caused the emergency.
- (b) **(Reconnection)** If *we* disconnect *your* electricity supply in an emergency under clause 21.1(a), then *we* will reconnect *your* electricity supply when—
 - (i) *you* request *us* to reconnect *your* electricity supply; and
 - (ii) *we* are reasonably satisfied that the emergency has ceased to exist.
- (c) **(Fee for reconnection)** If *we* disconnect *your* electricity supply in an emergency under clause 21.1(a), then *we* can charge *you* a *fee* for reconnecting *your* electricity supply.

21.2 Lawful reasons

- (a) **(When disconnection permitted)** Unless otherwise indicated in clause 21.2(c), *we* can disconnect *your* electricity supply at any time without notice to *you* if—
 - (i) *we* are permitted or required by law to do so; and
 - (ii) *we* are reasonably satisfied that *you* caused the circumstances giving rise to the disconnection.
- (b) **(Preconditions to disconnection)** If *you* are a *small use customer*, *we* must comply with clause 7.1 of the *code of conduct* before *we* disconnect *your* electricity supply for a lawful reason under clause 21.2(a).
- (c) **(When disconnection prohibited)** *We* cannot disconnect *your* electricity supply for a lawful reason under clause 21.2(a)—
 - (i) if *you* are a *small use customer*, in the circumstances described in clause 7.6 of the *code of conduct*; or
 - (ii) if *you* have given *us* notice under clause 5.3(e), or *we* are otherwise aware, that *you* or a person residing at the *premises* is dependent on *life support equipment*.
- (d) **(Reconnection)** If *we* disconnect *your* electricity supply for a lawful reason under clause 21.2(a), then *we* will reconnect *your* electricity supply when—
 - (i) *you* request *us* to reconnect *your* electricity supply; and
 - (ii) *we* are reasonably satisfied that the circumstances giving rise to the disconnection have ceased to exist.
- (e) **(Fee for reconnection)** If *we* disconnect *your* electricity supply for a lawful reason under clause 21.2(a), then *we* can charge *you* a *fee* for reconnecting *your* electricity supply.

21.3 Unpaid bills

- (a) **(When disconnection permitted)** Unless otherwise indicated in clause 21.3(c), *we* can disconnect *your* electricity supply if *you* have failed to pay a bill in full by the due date shown on the bill for the *premises* or any other premises that *you* previously occupied.
- (b) **(Preconditions to disconnection)** If *you* are a *small use customer*, *we* must comply with clause 7.1 of the *code of conduct* before *we* disconnect *your* electricity supply for failure to pay a bill under clause 21.3(a).
- (c) **(When disconnection prohibited)** *We* cannot disconnect *your* electricity supply for failure to pay a bill under clause 21.3(a)—
 - (i) if *you* are a *small use customer*, in the circumstances described in clause 7.2 or clause 7.6 of the *code of conduct*; or
 - (ii) if *you* have given *us* notice under clause 5.3(e), or *we* are otherwise aware, that *you* or a person residing at the *premises* is dependent on *life support equipment*.
- (d) **(Reconnection)** If *we* disconnect *your* electricity supply for failure to pay a bill under clause 21.3(a), then *we* will reconnect *your* electricity supply when—
 - (i) *you* request *us* to reconnect *your* electricity supply; and
 - (ii) *you* pay the bill in full or, if *you* are a *small use customer*, *you* agree to an instalment payment plan or comply with the instalment payment plan (as applicable).
- (e) **(Fee for reconnection)** If *we* disconnect *your* electricity supply for failure to pay a bill under clause 21.3(a), then *we* can charge *you* a *fee* for reconnecting *your* electricity supply.

21.4 Not allowing access to the meter

- (a) **(When disconnection permitted)** Unless otherwise indicated in clause 21.4(c), *we* can disconnect *your* electricity supply if *you* do not give *us* safe and unrestricted access to the *premises* and the *meter*.
- (b) **(Preconditions to disconnection)** If *you* are a *small use customer*, *we* must comply with clause 7.4 of the *code of conduct* before *we* disconnect *your* electricity supply for failure to provide access to the *premises* and the *meter* under clause 21.4(a).

- (c) **(When disconnection prohibited)** *We cannot disconnect your electricity supply for failure to provide access to the premises and the meter under clause 21.4(a)—*
 - (i) *if you are a small use customer, in the circumstances described in clause 7.6 of the code of conduct; or*
 - (ii) *if you have given us notice under clause 5.3(e), or we are otherwise aware, that you or a person residing at the premises is dependent on life support equipment.*
- (d) **(Reconnection)** *If we disconnect your electricity supply for failure to provide access to the premises and the meter under clause 21.4(a), then we will reconnect your electricity supply when—*
 - (i) *you request us to reconnect your electricity supply; and*
 - (ii) *you provide access to the premises and the meter.*
- (e) **(Fee for reconnection)** *If we disconnect your electricity supply for failure to provide access to the premises and the meter under clause 21.4(a), then we can charge you a fee for reconnecting your electricity supply.*

21.5 Unauthorised use of electricity

- (a) **(When disconnection permitted)** *Unless otherwise indicated in clause 21.5(b), we can disconnect your electricity supply if you—*
 - (i) *commit a fraud relating to our supply of electricity to you at the premises or any other premises; or*
 - (ii) *get electricity supplied to the premises illegally; or*
 - (iii) *get electricity supplied to the premises in breach of the contract.*
- (b) **(When disconnection prohibited)** *We cannot disconnect your electricity supply for unauthorised use of electricity under clause 21.5(a)—*
 - (i) *if you are a small use customer, in the circumstances described in clause 7.6 of the code of conduct; or*
 - (ii) *if you have given us notice under clause 5.3(e), or we are otherwise aware, that you or a person residing at the premises is dependent on life support equipment.*
- (c) **(Reconnection)** *If we disconnect your electricity supply for unauthorised use of electricity under clause 21.5(a), then we will reconnect your electricity supply when—*
 - (i) *you request us to reconnect your electricity supply;*
 - (ii) *we are reasonably satisfied that you cannot continue to obtain your electricity in the unauthorised way; and*
 - (iii) *you have paid all amounts owing to us under clause 21.5(d) (or made an arrangement to pay them).*
- (d) **(Fees for reconnection)** *If we disconnect your electricity supply for unauthorised use of electricity under clause 21.5(a), then—*
 - (i) *you must pay for all reasonable costs we incur in disconnecting your electricity supply;*
 - (ii) *you must pay for all electricity that you used (or which we estimate that you used) and have not paid for; and*
 - (iii) *we can charge you a fee for reconnecting your electricity supply.*
- (e) **(Reporting of illegal use)** *If we think you have used, or are obtaining, electricity illegally, then we can notify the Director of Energy Safety and the Police (as appropriate) and give them any information which we have in relation to your illegal use.*

21.6 Consequences of disconnecting your electricity supply

If we disconnect your electricity supply, then—

- (a) *we can remove or physically disconnect the meter at the same time that we disconnect the supply of electricity to you, or at a later time;*
- (b) *we can charge you a fee for removing or physically disconnecting the meter and replacing or physically reconnecting the meter; and*
- (c) *you must not reconnect the electricity supply.*

21.7 Our other rights

Nothing in the *contract* limits our statutory powers or the statutory powers of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

22. CONSEQUENCES OF DEFAULT BY US

- (a) *To the extent permitted by law, if we breach the contract then we will not be liable to you for—*
 - (i) *any injury or damage described in section 121 of the Energy Operators (Powers) Act 1979; or*
 - (ii) *business interruption loss; or*
 - (iii) *lost profits; or*
 - (iv) *loss of an opportunity; or*
 - (v) *your liability to other people under contracts or otherwise,*

arising from, or in connection with, the breach.

- (b) If—
- (i) *you* are a *small use customer* who consumes not more than 50 megawatt-hours (MWh) of electricity per annum;
 - (ii) *we* fail to meet a service standard specified in Part 14 of the *code of conduct*; and
 - (iii) *you* are entitled to, and *you* claim, a payment from *us* under Part 14 the *code of conduct*,

then *we* must make the payment to *you* consistently with clause 14.8 of the *code of conduct*.

23. RESCINDING AND ENDING THE CONTRACT

23.1 Cooling-off period

If *you* entered into the *contract* as a result of *door to door marketing*, then—

- (a) *you* can rescind the *contract* during the *cooling-off period*;
- (b) *we* must not supply electricity to *you* under the *contract* during the *cooling-off period*, unless *you* request supply; and
- (c) if *we* supply electricity to *you* during the *cooling-off period* and *you* rescind the *contract* during that period, *you* must pay for any electricity supplied and for any services provided in connection with that supply.

23.2 When you can end the contract

You can end the *contract* at any time by notice in writing to *us* at least 3 *business days* before the day *you* want the *contract* to end.

23.3 When we can end the contract

- (a) *We* can end the *contract* or terminate *your* electricity supply without notice to *you* if *you*—
 - (i) become insolvent (as defined in the *Corporations Act 2001 (Cth)*); or
 - (ii) have a liquidator appointed; or
 - (iii) become bankrupt (as defined in the *Bankruptcy Act 1966 (Cth)*); or
 - (iv) commit a breach of the *contract*.
- (b) If *we* end the *contract* under clause 23.3(a), then *we* must notify *you* that the *contract* has ended.

23.4 Time from which the contract ends

If—

- (a) *you* end the *contract*; and
- (b) *you* enter into a new contract with *us*,

then, despite any other provision of the *contract*, termination of the *contract* does not have effect until the cooling-off period (if any) for the new contract expires.

23.5 Effects of ending a contract

- (a) If *you* or *we* end the *contract*, then *we*—
 - (i) may disconnect *your* electricity supply;
 - (ii) may make a final *meter* reading; and
 - (iii) will issue *you* with a final bill.
- (b) *We* can remove *our equipment* at any time after the *contract* is ended, and *you* must let *us* have safe and unrestricted access to the *premises* to enable *us* to do so.
- (c) If *you* wish to start buying electricity from *us* again, *you* will need to apply for a new contract.
- (d) Ending the *contract* does not release *you* or *us* from an obligation (such as an obligation to pay bills) which arose before the *contract* ended.

24. MISCELLANEOUS

24.1 Notices

Any notice or other communication given under the *contract*—

- (a) does not have to be in writing, unless the *contract* expressly states that the notice or communication must be in writing;
- (b) subject to clause 24.1(c), is taken to be received—
 - (i) in the case of verbal communication, at the time of the communication;
 - (ii) in the case of hand delivery, on the date of delivery;
 - (iii) in the case of post, on the second *business day* after posting;
 - (iv) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (v) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
- (c) if received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

24.2 Electronic communication

- (a) If *you* agree, *we* can use electronic communication to give information to *you*.

- (b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically.
- (c) Any procedures decided by *us* under clause 24.2(b) must comply with the *Electronic Transactions Act 2003*.
- (d) We will notify *you* as to how to obtain information on the procedures decided under clause 24.2(b).

24.3 Our Contact Details

We can be contacted as follows—

- (a) in writing to—
Customer Service Manager
Western Power Retail
GPO Box L921
Perth WA 6842
- (b) by telephone—
 - (i) for billing and payment enquiries by residential customers, on 131 353 during business hours;
 - (ii) for billing and payment enquiries by business customers, on 131 354 during business hours;
 - (iii) for complaints, on 131 353 during business hours;
 - (iv) in an emergency only, 24 hours a day on 131 351;
 - (v) for any reason (except in an emergency) by TTY users (hearing impaired customers) on (08) 9326 6175 during business hours; and
 - (vi) for any reason (except in an emergency) by customers residing outside Western Australia on (08) 9326 4911 during business hours.

24.4 No Assignment or Subcontracting

- (a) Unless *you* obtain *our* prior written consent, *you* must not—
 - (i) sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of *your* rights or obligations under the *contract*; or
 - (ii) subcontract any of *your* rights or obligations under the *contract*.
- (b) We can assign the *contract* without notice to *you* to any person or entity that *we* believe has reasonable commercial and technical capability to perform its obligations under the *contract*.
- (c) If *we* assign the *contract*, *we* will notify *you* about the assignment, either before, or promptly after, it occurs.

24.5 Rights and Remedies

The rights, powers and remedies in the *contract* are in addition to, and not exclusive of, the rights, powers and remedies existing at law (including under the *Energy Operators (Powers) Act 1979* and the *Electricity Corporation Act 1994*) or in equity.

24.6 Entire Agreement

The *contract* and all applicable written laws constitute the full and complete agreement between *you* and *us* relating to the matters covered by the *contract*.

24.7 Waiver

- (a) Any waiver by *you* or *us* must be in writing and signed by the party waiving the right.
- (b) Any waiver by *you* or *us* does not affect that party's rights in respect of any subsequent breach of the *contract* by the other party.
- (c) Subject to clause 24.7(a), any failure by *you* or *us* to enforce any right under the *contract* will not be construed as a waiver of that party's respective rights under the *contract*.

24.8 Governing Law

The *contract* is governed by the laws of the State of Western Australia.

25. GST

- (a) In this clause—
 - (i) **GST** has the meaning given to that term in the GST Law.
 - (ii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
 - (iii) **adjustment note**, **recipient**, **supply**, **tax invoice** and **taxable supply** have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the *contract* are expressed exclusive of GST.
- (c) If there is a taxable supply under or in connection with the *contract*, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

26. DEFINITIONS AND INTERPRETATION

26.1 Definitions

In the *contract*, unless the context otherwise requires—

billing cycle means the regular recurrent period in which *you* receive a bill from *us*.

business day means any day except a Saturday, Sunday or public holiday in Perth, Western Australia.

charge means a charge to be paid by *you* for electricity supplied by *us* under by-law 4 of the *Charges By-laws*.

Charges By-laws means the *Energy Operators (Western Power Corporation) (Charges) By-laws 1996*.

code of conduct means the “Code of Conduct (For the Supply of Electricity to Small Use Customers)” approved under the *Electricity Industry Act 2004* and published in the *Government Gazette* on 31 December 2004.

commencement date means the date determined under clause 2.1.

contract means the legally binding agreement between *you* and *us*, of which these are the terms and conditions.

cooling-off period means, if *you* enter the *contract* as a result of *door to door marketing*, the period of 10 days after *you* and *we* enter into the *contract*.

distribution system means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66 kilovolts (kV).

door to door marketing means the marketing practice under which—

(a) a marketing representative (as defined in clause 1.5 of the *code of conduct*)—

(i) goes from place to place; or

(ii) makes telephone calls; or

(iii) uses electronic means,

seeking out persons who may be prepared to enter, as customers, into contracts for the supply of electricity; and

(b) the marketing representative or some other marketing representative then or subsequently enters into negotiations with those prospective customers with a view to arranging contracts for the supply of electricity.

fee means a fee to be paid by *you* under by-law 7 of the *Charges By-laws*.

large use customer means a person who consumes, or who *we* can reasonably estimate will consume, more than 160 megawatt-hours (MWh) of electricity per annum.

life support equipment means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme and renal dialysis equipment.

meter means the equipment used to measure the volume of electricity that *we* supply to *you*.

our equipment means the *meter* and all wiring, apparatus or other works that are used for, or in connection with, the supply of electricity and is *our* property.

premises means the address to which electricity will be supplied to *you* under the *contract*.

rebate means a rebate under by-law 9 of the *Charges By-laws* or such other rebate or concession that *we* publish as being available from time to time.

rental means a rental to be paid under by-law 6 of the *Charges By-laws*.

small use customer means a person who consumes, or who *we* can reasonably estimate will consume, not more than 160 megawatt-hours (MWh) of electricity per annum.

uncontrollable event means an event or circumstance beyond the direct control or influence of *you* or *us*, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a *distribution system* or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004*).

we and **us** means Western Power Corporation (ABN 38 362 983 875) of 363 Wellington Street, Perth, Western Australia.

you means the person to whom electricity will be supplied under the *contract*.

your equipment means all wiring, apparatus and other works not being *our* property on the *premises* from the position at which the delivery of electricity is made.

26.2 Interpretation

In the *contract*, unless the context otherwise requires—

(a) the singular includes the plural and vice versa;

(b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

(c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporate;

(d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;

- (e) a reference to a clause is a reference to a clause of the *contract*;
- (f) headings are included for convenience and do not affect the interpretation of the *contract*;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (n) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made or the act must be done on the next *business day*; and
- (o) a reference to a monetary amount means that amount in Australian currency.

[Add this page if the customer entered into the contract as a result of door to door marketing]

If the customer is an individual—

Signed by)	
)	
<i>[Print full name of the customer]</i>)	
		Signature of the customer
		Full name of the customer

OR

If the customer is a body corporate—

Executed by)	
)	
<i>[Print full name of the body corporate]</i>)	
)	
<i>[Print ACN or ABN of the body corporate]</i>)	
by or in the presence of :)	
)	
)	
Signature of Director *who states that he/she is the sole director and sole secretary of the body corporate named above		Signature of Secretary/other Director
Full name of Director <i>[*Cross out if not applicable]</i>		Full name of Secretary/other Director

FIRE AND EMERGENCY SERVICES

FE401*

FIRE AND EMERGENCY SERVICES AUTHORITY OF WESTERN AUSTRALIA ACT 1998

APPROVAL OF OTHER OPERATIONAL NAMES—SECTION 13(3)(A)

Fire and Emergency Services Authority,
Perth.

Correspondence No. 04620

Pursuant to the delegation of Ministerial powers under Section 15(1) of the *Fire and Emergency Services Authority of Western Australia Act 1998*, the Fire and Emergency Services Authority of

Western Australia hereby approves the following operational name under Section 13(3)(a) of the Act—

Volunteer Emergency Service

Fire and Emergency Services Authority
of Western Australia.

FISHERIES

FI401*

FISH RESOURCES MANAGEMENT ACT 1994

PROHIBITION ON FISHING (COCKBURN SOUND AND WARNBRO SOUND) ORDER 2005

Order No.24 of 2005

FD 1620/98 [708]

Made by the Minister under section 43.

1. Citation

This order may be cited as the *Prohibition on Fishing (Cockburn Sound and Warnbro Sound) Order 2005*.

2. Interpretation

In this order—

“pink snapper” means fish of that common name described by the scientific classification opposite that name in column 2 of Schedule 7 of the *Fish Resources Management Regulations 1995*;

“the waters of Cockburn Sound” means the waters east of the causeway extending from the mainland to Garden Island, then east of the line extending from the north west point of Garden Island to the south east point of Carnac Island and from that point, all waters south of a line extending to the western point of Woodman Point; and

“the waters of Warnbro Sound” means the waters bounded by a line commencing at the intersection of the high water mark and the coastline at 32° 22.67' south latitude; thence extending west along the parallel to the intersection of 115° 40.00' east longitude; thence north along the meridian to the intersection of 32° 15.73' south latitude; thence east north east along the geodesic to the intersection of 32° 14.97' south latitude and the high water mark on the Garden Island Causeway Groyne; thence generally southerly along the high water mark on the western side of the Causeway Groyne to the intersection of the high water mark on the coastline; thence generally westerly along the high water mark around Point Peron, southerly along the high water mark around Mercy Point, and southerly along the high water mark of Warnbro Sound to the commencement point.

3. Prohibition on fishing for pink snapper or by line

A person must not, at any time during the period commencing on 1 October and ending on 15 December in any year, fish in the waters of Cockburn Sound or the waters of Warnbro Sound—

- (a) for pink snapper; or
- (b) by line from a boat where there is any pink snapper on board, or attached in any way, to the boat.

Dated this 30th day of October 2005.

JOHN FORD, Minister for Fisheries.

LOCAL GOVERNMENT

LG101*

CORRECTION

BUSH FIRES ACT 1954

Shire of Dandaragan

NOTICE TO ALL OWNERS AND/OR OCCUPIERS OF LAND

Notice placed in *Government Gazette* No. 180 dated Perth, Tuesday 27 September 2005.

All dates within this gazettal should be for the period 2005/2006 not 2004/2005 as published.

By Order of the Council,

I. F. RENNIE, Acting Chief Executive Officer.

LG401*

TOWN PLANNING AND DEVELOPMENT ACT 1928
APPROVED TOWN PLANNING SCHEME AMENDMENT
City of Swan

Town Planning Scheme No. 9—Amendment No. 418

Ref: 853/2/21/10 Pt 418

It is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act 1928 (as amended) that the Minister for Planning and Infrastructure approved the City of Swan town planning scheme amendment on 29 September 2005 for the purpose of—

1. Rezoning part Lots 1, 2, 3, 397 and 39 Great Eastern Highway, Bellevue from “Unzoned” and “Residential R40”, to “Highway Service” zone.
2. Amending the Scheme maps accordingly.

C. M. GREGORINI, Mayor.
E. W. T. LUMSDEN, Chief Executive Officer.

LG402*

LOCAL GOVERNMENT ACT 1995
Shire of Gingin

APPOINTMENT OF AUTHORISED OFFICERS

It is hereby notified for public information that the following persons have been appointed as authorised officers for the registration of dogs under the Dog Act 1976 (as amended)—

Danica Anne Butler
Ruth Harley
Sarah Latimer
Elissa Moore
Veronica Robinson

The appointment of Priscilla Siano, Sarah Williams, Anthony George McMillan Brown and Elissa Chaplin are hereby cancelled.

Dated 4 October 2005

S. D. FRASER, Chief Executive Officer.

LG403*

LOCAL GOVERNMENT ACT 1995
Shire of Gingin

APPOINTMENT OF REGISTRATION OFFICER AND AUTHORISED OFFICER

It is hereby notified for public information that Ian Dudley CHANCE has been appointed as an authorised officer pursuant to the following Acts and has been authorised to enforce the following Acts, Regulations, By-laws and Local Laws—

Local Government (Miscellaneous Provisions) Act, 1960
Local Government Act, 1995 (as amended)
Control of Vehicles (Off-Road Areas) Act, 1978 and Regulations
Dog Act, 1976 and Regulations
Bush Fires Act, 1954 and Regulations
Spear-guns Control Act, 1955
Justices Act, 1902
The Litter Act, 1979
All of Council's By-laws and Local Laws

S. D. FRASER, Chief Executive Officer.

LG501*

BUSH FIRES ACT 1954
METROPOLITAN FIRE DISTRICT

Town of East Fremantle / City of Fremantle

Notice to All Owners and/or Occupiers of Land

Pursuant to the powers contained in section 33 of the above Act, you are hereby required on or before 30th day of November, 2005 or within fourteen days of the date of you becoming owner or occupier

should this be after the 30th day of November 2005 to clear flammable matter from the land in accordance with the following requirements.

(a) **Land having an area of fifteen hundred (1,500) square metres or less—**

Clear all inflammable matter from the whole of the land. When mowing or slashing is carried out, the height of vegetation thereafter must not exceed, one hundred (100) millimetres over the entire area of the land, as far as reasonably practicable as determined by the authorised officer.

(b) **Land having an area of fifteen hundred (1,500) square metres or more—**

- (i) *Clear firebreaks of a minimum width of three (3) metres inside all external boundaries of the land and all buildings situated on the land, by ploughing, cultivating or scarifying; or*
- (ii) *Mow/Slash the whole of the land. The height of vegetation thereafter must not exceed, one hundred (100) millimetres over the entire area of the land, as far as reasonably practicable as determined by the authorised officer.*

Once installed the firebreak must be maintained up to and including the 31st day of March, 2006.

If it is considered to be impractical for any reason to clear firebreaks as required by this notice, you may apply to the Council or its duly authorised officer not later than the 15th day of November, 2005 for permission to provide firebreaks in alternative positions on the land. If the Council or its duly authorised officer does not grant permission, you shall comply with the requirements of this notice.

The penalty for failing to comply with this notice is a fine of not more than \$5000 and a person in default is also liable, whether prosecuted or not, to pay the cost of performing the work directed in this notice if it is not carried out by the owner or occupier by the date required by this notice.

NOTE: Burning is prohibited. No permits will be issued.

By Order of Town of East Fremantle,

STUART WEARNE, Chief Executive Officer.

By Order of City of Fremantle,

G. MACKENZIE, Chief Executive Officer.

LG502*

BUSH FIRES ACT 1954

Shire of Chapman Valley

APPOINTMENTS

It is hereby notified for public information the persons listed hereunder have been appointed by Council as officers to enforce the provisions of *Bush Fire Act 1954*—

- Chief Bush Fire Control Officer – Andrew Vlahov
- Deputy Bush Fire Control Officer – Milton Mincherton
- F.C.O. Howatharra – Trevor Royce
- F.C.O. Durawah/Valentine – Peter Stewart
- F.C.O. Yetna – Forbes Spillman
- F.C.O. Nabawa – Neil Kupsch
- F.C.O. Naraling – Milton Mincherton
- F.C.O. Yuna – Murray Brooks
- Fire Weather Officer – Andrew Vlahov
- Deputy Fire Weather Officer – Milton Mincherton

All previous appointments relevant to the above-mentioned legislation are hereby cancelled.

MAURICE BATTILANA, Chief Executive Officer.

MINERALS AND PETROLEUM

MP401*

PETROLEUM ACT 1967

GRANT OF EXPLORATION PERMIT

Exploration Permit No. EP443 has been granted to New Standard Exploration NL, to have effect for a period of six years from and including 23 September 2005.

W. L. TINAPPLE, Director Petroleum and Royalties Division.

MP402***PETROLEUM ACT 1967****GRANT OF EXPLORATION PERMIT**

Exploration Permit No. EP442 has been granted to New Standard Exploration NL, to have effect for a period of six years from and including 23 September 2005.

W. L. TINAPPLE, Director Petroleum and Royalties Division.

MP403***PETROLEUM ACT 1967****RENEWAL OF EXPLORATION PERMIT**

Renewal of Exploration Permit EP359 has been granted to Lansvale Oil & Gas Pty Ltd, Rough Range Oil Pty Ltd, Pace Petroleum Pty Ltd and Sun Resources NL to have effect from and including 27 September 2005 for a period of five years.

W. L. TINAPPLE, Director Petroleum and Royalties Division.

PLANNING AND INFRASTRUCTURE

PI401**METROPOLITAN REGION TOWN PLANNING SCHEME ACT 1959****METROPOLITAN REGION SCHEME****NOTICE OF RESOLUTION—CLAUSE 27**

Lot 21 Capri Leone Way, Sinagra

City of Wanneroo

Amendment No. 1108/27

File No.: 812-2-30-65

Notice is hereby given that in accordance with Clause 27 of the Metropolitan Region Scheme, the Metropolitan Region Planning Committee for and on behalf of the Western Australian Planning Commission and acting under delegated powers, resolved on 13 September 2005 to transfer land from the Urban Deferred zone to the Urban zone as shown on Plan Number 4.1515.

This amendment is effective from the date of publication of this notice in the *Government Gazette*.

The plan may be viewed at the offices of—

- Department for Planning and Infrastructure, Wellington Street, Perth
- J S Battye Library, Level 3 Alexander Library Building, Perth Cultural Centre
- Municipal office of the City of Wanneroo

R. N. STOKES, Acting Secretary,
Western Australian Planning Commission.

PREMIER AND CABINET

PC401***INTERPRETATION ACT 1984****MINISTERIAL ACTING ARRANGEMENTS**

It is hereby notified for public information that the Governor, in accordance with Section 52(1)(b) of the *Interpretation Act 1984*, has approved the following temporary appointment—

Hon K. M. Chance MLC to act temporarily in the office of Minister for Fisheries; the Kimberley, Pilbara and Gascoyne in the absence of the Hon J. R. Ford MLC for the period 14 to 20 December 2005 (both dates inclusive).

Hon E. S. Ripper MLA to act temporarily in the office of Premier; Minister for Public Sector Management; Water Resources; Federal Affairs in the absence of the Hon Dr G. I. Gallop MLA for the period 17 December 2005 to 14 January 2006 (both dates inclusive).

M. C. WAUCHOPE, Director General,
Department of the Premier and Cabinet.

PC402*

INTERPRETATION ACT 1984
MINISTERIAL ACTING ARRANGEMENTS

It is hereby notified for public information that the Governor, in accordance with Section 52(1)(b) of the *Interpretation Act 1984*, has approved the following temporary appointment:

Hon E S Ripper MLA to act temporarily in the office of Premier; Minister for Public Sector Management; Water Resources; Federal Affairs in the absence of the Hon Dr G I Gallop MLA for the period 1 to 11 October 2005 (both dates inclusive)

This notice supersedes that published in *Government Gazette* Number 184 on 4 October 2005.

M. C. WAUCHOPE, Director General,
Department of the Premier and Cabinet.

PUBLIC SECTOR STANDARDS

PX401

PUBLIC SECTOR MANAGEMENT ACT 1994
EXEMPTION IN ACCORDANCE WITH SECTION 25

In accordance with section 25(1) (a) of the *Public Sector Management Act 1994*, I partially, exempt the Department of the Treasury and Finance from the Recruitment, Selection and Appointment Standard for the recruitment of four Level 6 positions within the Department of Treasury and Finance Client Procurement Services Health structure as part of the transition of procurement practices from the Department of Health to the Department of Treasury & Finance.

The partial exemption allows restricted advertising for the applicants to be appointed to four Public Service Award Level 6 positions in the Department of Treasury and Finance Client Procurement Services. Under the partial exemption, applicants must be a permanent public sector employee whose name has been provided to me as a person whose substantive position is at HSU Level 6 (approximately equivalent to the Public Service Award Level 6) in the Department of Health's Supply Branch.

The exemption applies only to this recruitment stage and does not apply to any other part of the selection and appointment process of the Department of Treasury and Finance Health Cluster.

The exemption will apply once only to restriction of advertising to permanent staff as specified to me and cannot be used for future vacancies that occur.

23 August 2005.

MAXINE MURRAY, Commissioner for Public Sector Standards.

RACING AND WAGERING

RX401

RACING AND WAGERING WESTERN AUSTRALIA ACT 2003
RWWA RULES OF THOROUGHBRED RACING 2004

In accordance with Section 45 (1) (a) of the Racing and Wagering Western Australia Act 2003, notice is hereby given that the Board of Racing and Wagering WA on 27 September 2005 resolved that, the RWWA Rules of Thoroughbred Racing 2004 be amended as follows—

Amendment to National Rules

Amend AR92(2) by adding proviso as follows—

“Further provided that, notwithstanding the provisions of subrules (2), (3) and (4), an apprentice may claim a weight allowance of 4 kilograms until he has ridden 5 winners on the flat; on condition that a Principal Racing Authority may except its territory from the application of this further proviso.”

RWWA as the Principal Racing Authority has determined to except its territory from the application of this further proviso.

A copy of the above rules may be obtained during office hours from the Western Australian Turf Club, 70 Grandstand Road, Ascot, WA or Racing and Wagering Western Australia website, www.rwwa.com.au

(Sgd.) for R. B. BENNETT, Chief Executive Officer.

RACING, GAMING AND LIQUOR

RG401*

LIQUOR LICENSING ACT 1988**LIQUOR LICENSING APPLICATIONS**

The following is a summary of applications received under the *Liquor Licensing Act 1988* and required to be advertised. Any person wishing to obtain more details about any application, or about the objection process, should contact the Department of Racing, Gaming & Liquor, 1st Floor, Hyatt Centre, 87 Adelaide Terrace, Perth, Telephone: (08) 9425 1888, or consult a solicitor or relevant industry organisation.

App. No.	Applicant	Nature of Application	Last Date for Objections
APPLICATIONS FOR THE GRANT OF A LICENCE			
10993	Montague Brothers Pty Ltd	Application for the grant of a Producer's licence in respect of premises situated in Brookton and known as Beltana Springs.	20/10/2005
10994	Spring 2005 Pty Ltd	Application for the grant of a Wholesaler's licence in respect of premises situated in O'Connor and known as Spring 2005 Pty Ltd.	06/10/2005
10995	Graeme Alan Lamb & Lynda Anne Lamb	Application for the grant of a Special Facility – Tourism licence in respect of premises situated in Dardanup and known as Black Bull Brewery.	26/10/2005
10997	Carmelo Borrello & Margaret Borrello	Application for the grant of a Wholesaler's licence in respect of premises situated in Joondalup and known as Donnelly River Wines.	11/10/2005
APPLICATIONS TO ADD, VARY OR CANCEL A CONDITION OF LICENCE			
233263	Sorrento Tennis Club Inc	Application to add, vary or cancel a condition of a licence in respect of premises situated in Duncraig and known as Sorrento Tennis Club Inc.	17/10/2005

This notice is published under section 67(5) of the *Liquor Licensing Act 1988*.

Dated: 5 October 2005.

P. MINCHIN, Acting Director of Liquor Licensing.

WATER

WA401

WATER AGENCIES (POWERS) ACT 1984**WATER AGENCIES (WATER RESTRICTIONS) BY-LAWS 1998**

Bridgetown, Hester, Boyup Brook, Balingup, Greenbushes and Manjimup

NOTICE OF WITHDRAWAL OF WATER RESTRICTIONS

Issued by the Water Corporation under By-law 2(3) of the *Water Agencies (Water Restrictions) By-laws 1998*.

Notice is hereby given that Stage 4 water restrictions applied to every person using water supplied by the Water Corporation in the towns of Balingup, Greenbushes and Manjimup and Stage 5 water restrictions applied to every person using water supplied by the Water Corporation in the towns of Bridgetown, Hester and Boyup Brook are withdrawn.

For further information contact the Water Corporation's 24 hour helpline on 13 10 39.

J. I. GILL, Chief Executive Officer,
Water Corporation.

WA402

WATER SERVICES LICENSING ACT 1995
NOTICE OF WATER SERVICES LICENSING TRANSFER
ORDER (ORD) 2004 TAKING EFFECT

Given under section 46B(12) by the Minister—

The *Water Services Licensing Transfer Order (Ord) 2004** took effect on 28 April 2005.

[*Published in *Gazette 22 October 2004*, p. 4865, and laid before each House of Parliament 26 October 2004.]

JOHN KOBELKE MLA, Minister assisting the
Minister for Water Resources.

WORKSAFE

WS401*

OCCUPATIONAL SAFETY AND HEALTH ACT 1984
OCCUPATIONAL SAFETY AND HEALTH REGULATIONS 1996
EXEMPTION CERTIFICATE PURSUANT TO REGULATION 2.13

(No. 2 of 2005)

I, Nina Lyhne, WorkSafe Western Australia Commissioner, hereby grant an exemption to the City of Perth from the requirements of regulation 4.11 to allow the lifts located at the Roe Street Car Park, Perth, to be modified to lock off the emergency stop buttons, and to reinforce and mechanically close the trap doors, without the requirement to re-register the altered design.

This exemption is subject to the condition that the individual lifts be re-registered as required by regulation 4.14(2), the process for which includes a requirement to provide a copy of a signed statement by a competent person that the plant has been inspected and is safe to operate.

Dated this 28th day of April 2005.

NINA LYHNE, WorkSafe Western Australia Commissioner.

DECEASED ESTATES

ZX401*

TRUSTEES ACT 1962
DECEASED ESTATES

Notice to Creditors and Claimants

Claims against the estate of Edward Neville Cuss late of 44 Bedwell Street, Emu Point, Western Australia should be lodged with the Executors, c/- PO Box 485, Albany, Western Australia before 7 November 2005 after which date the assets will be distributed having regard only to the claims received.

HAYNES ROBINSON.

ZX402

TRUSTEES ACT 1962
DECEASED ESTATES

Notice to Creditors and Claimants

Claims against the estate of Donald Ethelbert Gibbs late of 6 Narpund Road, Mount Barker, Western Australia should be lodged with the Executors, c/- PO Box 485, Albany, Western Australia before 7 November 2005 after which date the assets will be distributed having regard only to the claims received.

HAYNES ROBINSON.

ZX403

TRUSTEES ACT 1962**DECEASED ESTATES**

Notice to Creditors and Claimants

Creditors and other persons having claims (to which Section 63 of the Trustees Act relates) in respect of the Estates of the undermentioned deceased persons are required to send particulars of their claims to me on or before the 7th November 2005 after which date I may convey or distribute the assets, having regard only to the claims of which I then have notice.

Caldwell, Steven Lawrie, late of 19 Berehavenuen Avenue Thornlie, died 09.09.2005, (DE19852669EM22)

Cook, Valma June, late of 54 Holland Street Wembley, died 22.09.2005, (DE19992991EM213)

Craddon, Joyce, late of 50B Clarke Street Manjimup, died 22.03.2005, (DE33040879EM213)

Davidson, Robert, late of 21 La Spezia Drive Secret Harbour formerly of 7 Cedar Way Forrestfield, died 07.09.2005, (DE19932654EM35)

Douglas, Laura Verna, late of 136 Edinboro Street Joondanna, died 14.08.2005, (DE19784322EM36)

Greenwood, Gladys Minnie, late of John Bryant Hostel 95 Rawlinson Drive Marangaroo, died 07.09.2005, (DE19820944EM27)

Haigh, Ruby, late of 67 Danbury Crescent Girrawheen, died 11.07.2005, (DE19791173EM34)

Herbert, Kathleen, late of 7 Dawlish Way Warnbro, died 19.07.2005, (DE19753651EM16)

King, Una Isabella, late of Denmark Lodge 18 Scotsdale Road Denmark, died 27.08.2005, (DE19720803EM36)

McCabe, Estelle Joan, late of Sandstrom Nursing Home 44 Whatley Crescent Mount Lawley, died 19.06.2005, (DE20011016EM16)

McDonald, Freda Gordon, late of 3 Oliphant Street Kenwick, died 05.09.2005, (DE20000172EM110)

Milne, Annelie also known as Anny Milne, late of Ocean Gardens Retirement Village 111/60 Kalinda Drive City Beach formerly of 6 Callan Drive Floreat, died 03.07.2005, (DE19610549EM38)

Rogers, John Ivor, late of Stirling Aged Care 32 Spencer Ave Yokine, died 05.08.2005, (DE19753229EM32)

Sillelides, Mary Helen, late of Gordon Lodge RAAFA Estate Bull Creek Drive Bull Creek, died 30.08.2005, (DE19741493EM22)

Snowy, Alex, late of Yulanya Residential Care Facility Kingsmill Street Port Hedland, died 26.03.2005, (DE33040671EM27)

Turner, Roy Leslie, late of RSL Homes 51 Alexander Drive Mount Lawley, died 29.06.2005, (DE33042919EM26)

Webb, Edith Rose, late of 2 MacLaggan Turn Mandurah, died 18.07.2005, (DE19942757EM17)

SHAUN WILLIAM CONLIN
A/Public Trustee
Public Trust Office
565 Hay Street
Perth WA 6000
Telephone: 9222 6777

WESTERN AUSTRALIA

**PUBLIC INTEREST DISCLOSURE
ACT 2003**

**Price: \$9.05 counter sales
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*Prices subject to change on addition of amendments.

CLAIMS FOR MISSING ISSUES

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For a claim to be recognised as valid, written notification must be lodged at State Law Publisher, 10 William Street, Perth 6000 within 28 days of publication of the missing item.

Claims lodged after this date will attract payment in full.

STATE LAW PUBLISHER

SUBSCRIPTION RATES FOR 2006

All subscriptions are for the period from 1 January to 31 December 2006. Subject to certain limitations, refunds may be allowed if a subscription is cancelled during the year. The prices quoted include GST where applicable and postage by surface mail unless stated otherwise.

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