Queensland Government COVID 19 Recovery Taskforce Proposal

DELIVERING THE ECONOMIC BENEFITS OF ENVIRONMENTAL UPGRADE AGREEMENTS* AS AN ENABLER FOR QUEENSLAND BUSINESSES IN COVID 19 RECOVERY

***Also known as Building Upgrade Finance in NSW and SA**

This Proposal has been prepared by Zero Emissions Noosa Inc., a not for profit organisation which includes in its goals facilitating economic benefits to Queensland businesses by reducing their operational costs through energy efficient improvements , while boosting demand for Queensland solar and energy efficiency businesses and their supply chains.

FURTHER INFORMATION
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RECOVERY TASK FORCE PROPOSAL

ENVIRONMENTAL UPGRADE AGREEMENTS (EUA)

1. What is an environmental upgrade?

An environmental upgrade is an addition, enhancement, or modification to an existing building to improve its energy, water and resource efficiency. Any of the following can be delivered by existing technology and benefit from an EUA: to improve energy and water efficiency; add renewable energy infrastructure; reduce greenhouse gas emissions; prevent or reduce pollution; reduce the use of materials; recover or recycle materials, monitor any environmental performance, or encourage alternatives to fossil fuel vehicle use.

2. What is an EUA?

Legislative changes in Victoria, NSW and SA have enabled the financial benefits of EUAs for business and the generation of new economic activity within a local government area, without requiring investment by either state or local government.

An EUA facilitates a loan from an external source to business that attaches to the property and is repaid through council rates over periods of up to 20 years. The loan must be for an environmental upgrade. Businesses don't have to pay upfront costs for upgrades, and the loan stays with the property, meaning owners are less resistant to upgrading buildings as they aren't out of pocket and in most arrangements share these costs with tenants, who benefit the most from reduced operating costs to assist as part of the COVID 19 recovery.

Low interest rates apply due to the security of the loan.

No financial contribution is required by either the State Government or Councils. The loan is facilitated by a third party such as the Sustainable Australia Fund through Bank Australia.

It is up to individual councils whether or not to participate and facilitate loan repayments through council rates. Better Building Finance can provide third-party administration of the loan at no cost to councils.

3. BENEFITS OF EUAs FOR BUSINESS

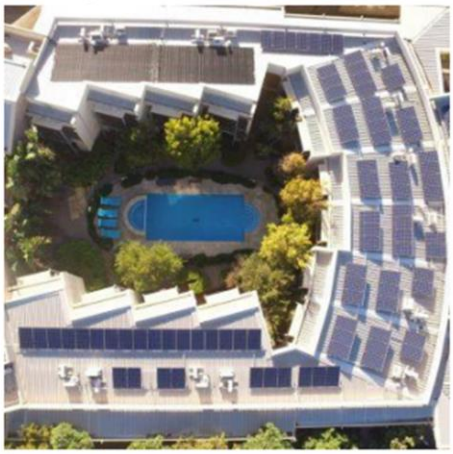
EUAs deliver financial benefits to individual businesses, and broader economic generation in a region through job creation in businesses delivering environmental upgrades. From early 2016 to June 2020, EUAs have delivered 92 projects to a value of $34 million. This was predominantly in Victoria, with NSW and SA coming on board early 2020. There are now 48 councils participating (36 in Victoria, 7 in NSW and 5 in SA).

In Victoria[1], both residential and non-residential property owners are eligible. Business sectors include Tourism, Commercial Office Building, and Commercial and Industrial properties and Agriculture – some of those industry sectors hardest hit by the COVID 19 pandemic. The loan does not require any funding upfront by the business, and the term can be as long as 20 years. The loan can be cash positive from the start. Real life examples from interstate that have reduced operational costs and boosted solar businesses and their supply chain are documented over page.

[1] See Victorian Local Government Act, S. 181A. We understand the NSW and SA Local Government Act EUAs are only accessible by non-residential properties.

Case Study 1:

The Rye Hotel, Mornington, VIC



- The Rye Hotel includes a bistro, café, beer garden, bar, function rooms and resort style hotel with conference facilities, with 13 beachfront and 30 poolside suites
- The environmental upgrade installed 329 solar panels with 88kW capacity, producing annual energy savings of 120,000kWh
- The total cost was $157,000, with a ten-year loan period established
- The 2017 loan repayments totalled $22,400, against annual energy cost savings of $26,000 and a 17% ROI.

Better Building Finance.com.au

Case Study 2:

Hussey & Co, Mornington, VIC

- Hussey and Co. is a premium salad mix and baby leaf manufacturer and exporter; their Mornington Peninsula farm is an energy-intensive operation, requiring electricity to grow, harvest, wash, pack and store produce
- After signing up for a ten-year loan of $165,000 to install 100kW solar on their roof (L), the electricity produced quickly offset the loan repayments, meaning they were cash positive
- Hussey & Co have now signed a larger $1.2m EUA and installed 500kW more solar (R), bringing the total expected savings to $156,000 per year (savings of $3.06m over 25-year asset lifetime).

Better Building Finance.com.au

CASE STUDY – GLENFERN DENTAL

Project Overview

- Glenfern Dental was established over 25 years ago and recently relocated to a larger clinic. The Sustainable Australia Fund provided a 5-year loan for the installation of a solar panel system.

Upgrade details

- 12.6 kW Solar Panel System
- Total Cost of System $20,000
- Finance Provided by SAF $14,000
- The estimated energy savings work out at $6,139 per year against the loan repayments of just $3,515.04 per year.

4. Should the Queensland government and local government support an amendment to the Local Government Act to facilitate EUAs?

Yes! As part of the COVID 19 recovery, EUAs can deliver savings to business's bottom line, and generate additional economic activity within council regions for businesses delivering the environmental upgrade. This is of course particularly important given the economic impacts businesses are facing in light of COVID-19. Some success stories from other states can be found here.

As such, this program offers a no-cost opportunity for local governments to support local business, attract significant private investment into their local economies, boost local jobs and achieve serious climate goals in the process as part of the COVID 19 recovery. 48 councils in Victoria, NSW and South Australia are already participating and reaping the economic benefit from doing so. For example, Mornington Shire has secured almost $2M of investment through EUAs.

5. Are EUAs available in Queensland?

While EUAs are available to business in Victoria, South Australia and New South Wales, Queensland businesses are currently missing out on their benefits. An amendment to the Queensland Local Government Act is required as an enabler to deliver the benefits of EUAs to Queensland businesses.

We understand this is a relatively simple amendment (see Victorian example at Attachment 2), and is a "no-cost" action that can be taken by the Queensland State Government and local councils to offer a bottom line benefit to local business and the generation of additional economic activity within the council region. This amendment has already occurred in the relevant Local Government Acts in Victoria, NSW and South Australia[2].

6. Are EUAs complicated for local government to administer?

No, Councils can call on the services of Better Building Finance (BBF) which is a no cost third party administration service for councils, currently servicing 30 councils in other states. BBF can guide councils through the whole process of joining this program, and then administering the loans for them. Of course, Councils can also choose to self-administer and do it themselves.

A helpful FAQ guide prepared for Monash Council is found at Attachment 1.

7. What needs to happen now?

To deliver the benefits of EUAs to Queensland businesses as part of the COVID 19 recovery, amendments would be required to the Local Government Act 2009 to enable the equivalent of the interstate schemes to operate in Queensland. (See Attachment 2 as an example from the Victorian legislation.)

Currently, Queensland Councils may provide finance to a business or community organisation, or provide a guarantee to a private sector lender on behalf of a business or community organisation. Such arrangements require the Treasurer's approval under the Statutory Bodies Financial Arrangements Act 1982 (SBFA Act). However, the Local Government Act 2009 (LG Act) specifically prohibits providing a loan to, or a guarantee on behalf of, individuals.

In the event that the proposed amendments were made, a Council would need to agree to participate in such an arrangement as the Council would have obligations and would

[2] The Victorian Local Government Act has been amended to include both residential and non-residential properties, but the NSW and South Australian Acts currently cover only non-residential.

consequently need to negotiate and agree on conditions with the lender as well as the recipient rate payer.(See Attachment 1 for helpful FAQs.)

8. CONCLUSION

Facilitating access by business to the benefits of Environmental Upgrade Agreements as enjoyed by their counterparts in Victoria, NSW and SA is one simple, no-cost action that could be taken by the Queensland Government immediately as an enabling action to assist with COVID 19 recovery. It does not require grants or subsidies, but results in significant financial benefits for individual businesses and their bottom lines. It also results in the generation of additional economic activity for the firms that deliver the energy efficiency improvements and their supply chains.

It would not result in burdens on local councils, since it is not mandatory for local government to implement them and they are not the loan funders. It is their choice whether to offer their community the documented economic benefits that flow from them.

We commend this action to the Queensland Government.

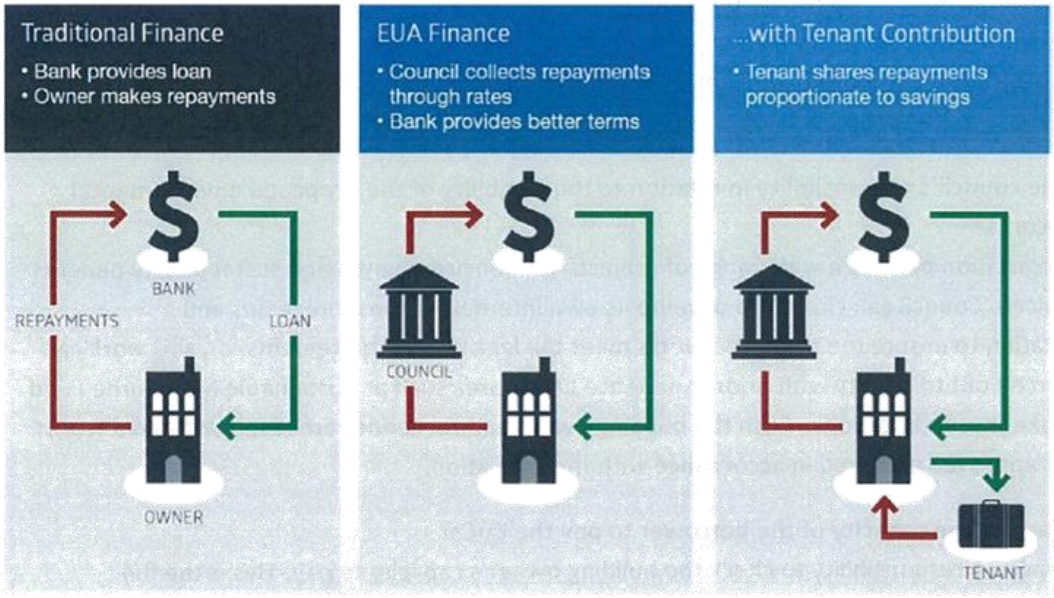
SUSTAINABLE MELBOURNE FUND

EUA COUNCIL FREQUENTLY ASKED QUESTIONS

What is an Environmental Upgrade Agreement?
An EUA is an agreement between a property owner, a bank and local government that facilitates a building upgrade to improve energy efficiency.

What type of properties can EUAs be used upon?
Property that is rateable under the Victorian *Local Government Act 1989* which is used for predominantly non-residential purposes.

How do Environmental Upgrade Agreements (EUAs) work?
An Environmental Upgrade Agreement is similar to a normal loan; however, a council acts as the collection agent using their statutory powers to levy council rates.



What can be upgraded by an EUA?
EUAs can pay for upgrades that improve energy, water, and waste efficiency or increase renewable energy.

Why EUAs and not other forms of finance?
Environmental Upgrade Agreements can overcome the split-incentive to invest in projects that can deliver operational cost and environmental savings. Normal forms of finance like loans, cash, operating leases or even more innovative structures like Power Purchase Agreements (PPAs) fail to easily enable the costs and benefits of a project to be shared between the occupier and owner of a building. EUAs make this a simple task.

What are the benefits for my Council?
The majority of commercial property is leased. EUAs enable projects to occur within these properties more easily. Where investment was previously hard without EUAs; EUAs can unlock local investment into our communities. This then enhances economic development activity for your municipality, accelerates building retrofit activity and helps you achieve your environmental targets sooner.

Is it compulsory for Councils to implement EUAs if legislation is passed?
No. Each council decides independently if they choose to implement EUAs in their municipality.

What is council's role in the EUA process?
The council's role is to levy the loan repayment using the council rates system and remit that payment to the lender. Council is only required to pay the lender once the monies have been received.

Will this affect rate capping restrictions?
No. The EUA charge, called an Environmental Upgrade Charge (EUC) is a voluntary charge entered in to by a ratepayer and council, that is issued separately to current council rates.

What is council's liability?
The council is not liable for any unpaid Environmental Upgrade Charges. The council will only be liable to pay the bank once a repayment is collected by the council.

In the event that the building owner ceases a EUC repayment, it is the responsibility of the council to instigate their normal debt recovery procedures in accordance with council enforcement procedures and powers conferred under the local government Act. If the building owner becomes insolvent, unpaid EUCs will be considered equal to other rate charges and assume priority over other debt on the property.

What is the council's responsibility in relation to the eligibility of the proposed environmental upgrade works?
The EUA legislation permits a wide range of projects with environmental and sustainability benefits to be financed. Council can choose to develop its own internal systems, processes and documentation to ensure the proposed works meet the legislative requirements, or, this work can be outsourced out to a party with prior experience in this area such as Sustainable Melbourne Fund to undertake these obligations. Both the building owner and the lender are responsible to ensure the loan is approved and used in accordance with the legislation.

Who will assess the capacity of the borrower to pay the EUCs?
Councils have no responsibility to check the building owner's capacity to pay. This is the full responsibility of the lender; each lender has differing project and credit underwriting requirements.

What happens to the EUC if the property is sold?
The outstanding charges can remain with the building and be transferred to the new building owner. Alternatively, the new owner can request that the vendor sell the property unencumbered by the charges and reach a commercial agreement with the purchaser.

What happens if the property becomes vacant?
The building owner remains responsible for all loan repayments under the EUA to the council. Council is only required to pay the lender once the monies have been received.

May tenants complain to council about building owners passing on these new charges?
Tenants must provide written consent to the charges being passed on by the building owner. The Local Government will have evidence of these consents prior to entering into any Environmental Upgrade Agreement. Any dispute between a landlord and tenant are matters to be dealt with through existing dispute resolution channels; a council need not become involved.

Contact Sustainable Melbourne Fund for more information on setting up EUAs in your municipality
(03) 9658 8740
shay.singh@sustainablemelbournefund.com.au

Division 2A—Environmental upgrade agreements

181A Environmental upgrade agreement

S. 181A inserted by No. 39/2015 s. 4.

(1) Subject to section 181B, the primary parties may enter into an environmental upgrade agreement in respect of rateable land with an existing building on it to fund works that improve the energy, water or environmental efficiency or sustainability of the building on that rateable land, including climate change adaptation works on the building.

S. 181A(1) amended by No. 9/2020 s. 363(1)(1A).

(1A) For the purposes of subsection (1), ***adaptation*** and ***climate change*** have the same respective meanings as they have in section 3 of the **Climate Change Act 2017**.

S. 181A(1A) inserted by No. 9/2020 s. 363(1B).

(2) By agreement of the primary parties to an environmental upgrade agreement, the environmental upgrade agreement may also be entered into by any other person that the primary parties consider should be a party to the environmental upgrade agreement.

(3) In addition to any provisions agreed to by the primary parties and any other parties to an environmental upgrade agreement, an environmental upgrade agreement must comply with, and provide for, the matters specified in section 181D(1) to (3).

181B Conditions to be met before Council may enter into environmental upgrade agreement

S. 181B inserted by No. 39/2015 s. 4.

(1) A Council must not enter into an environmental upgrade agreement unless—

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S. 181B(1)(a) repealed by No. 9/2020 s. 363(2).

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S. 181B(1)(b) repealed by No. 9/2020 s. 363(2).

S. 181B(1)(c) repealed by No. 9/2020 s. 363(2).

* * * * *

(d) the total amount of taxes, rates, charges and mortgages owing on the rateable land and specified in a notice from the owner under subsection (3) when added to the total value of the environmental upgrade charges as set out in the proposed agreement is an amount that does not exceed the capital improved value of the land prior to any works that would be undertaken as part of the agreement.

S. 181B(1A) inserted by No. 9/2020 s. 363(3).

(1A) Before entering into an environmental upgrade agreement, the owner of the rateable land may obtain the written agreement of an occupier to pay the environmental upgrade charge that will apply in respect of their occupancy.

(2) The owner who intends to be a primary party to the environmental upgrade agreement must advise, in writing, any existing mortgagee in respect of the rateable land to which the agreement will apply—

(a) that the owner intends to enter into an environmental upgrade agreement; and

(b) of the details of all environmental upgrade charges that are expected to be declared by a Council in respect of the rateable land under the environmental upgrade agreement.

(3) The owner who intends to be a primary party to the environmental upgrade agreement is further required to give a Council notice of the following details (in writing) in respect of the rateable land to which the agreement will apply—

(a) details of all registered and unregistered mortgages over the rateable land including—

(i) the total amount owing in respect of each mortgage; or

(ii) if a relevant mortgage is held against 2 or more properties including the rateable land, the proportion of the debt secured by the mortgage that applies to the rateable land calculated in accordance with subsection (5);

(b) details of all taxes, rates and charges owing on the rateable land (including the total amount owing in respect of each tax, rate or charge) imposed by or under an Act.

S. 181B(4) repealed by No. 9/2020 s. 363(2).

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(5) For the purposes of subsection (3)(a)(ii), the proportion of the debt secured by the mortgage that applies to the rateable land must be calculated by distributing the debt between all the properties against which the mortgage is held in proportion to the relative capital improved values of the properties.

(6) In this section—

existing mortgagee, in respect of rateable land to which an environmental upgrade agreement will apply, means any holder of a mortgage for that land, whether registered or unregistered.

S. 181C inserted by No. 39/2015 s. 4.

181C Environmental upgrade charge

(1) After entering into an environmental upgrade agreement a Council must, in accordance with the conditions of that agreement, declare an environmental upgrade charge or 2 or more environmental upgrade charges (as the case requires) in respect of the rateable land that is the subject of the agreement.

(2) A Council must levy an environmental upgrade charge by sending a notice to the person liable to pay it.

S. 181C(2A) inserted by No. 9/2020 s. 363(4).

(2A) Despite any provision of any existing lease or agreement between an owner of a rateable land which is subject to an environmental upgrade charge and an occupier, the occupier is not liable to pay any part of the environmental upgrade charge unless the occupier or a previous occupier of the rateable property has specifically agreed in writing to pay the environmental upgrade charge.

S. 181C(2B) inserted by No. 9/2020 s. 363(4).

(2B) A reference in this section and sections 181D, 181E and 181F to an occupier is a reference to an occupier who is liable to pay any part of the environmental upgrade charge as a result of the application of subsection (2A).

(3) A notice under subsection (2) must specify—

(a) the name and address of the person liable to pay the charge; and

(b) a description of the rateable land in respect of which the charge is being levied; and

(c) the environmental upgrade agreement under which the charge is levied; and

(d) the amount for which the person specified in the notice is liable; and

(e) the manner of payment; and

(f) the penalties that may apply if the person fails to pay the charge.

(4) An environmental upgrade charge is due and must be paid by the date specified in the notice requiring payment, which is a date not less than 28 days after the date of issue of a notice.

(5) An environmental upgrade charge must be the agreed amount specified in the relevant environmental upgrade agreement.

(6) Divisions 1, 2 and 3, other than sections 154, 156, 172, 175, 177, 178, 180 and 181, do not apply to an environmental upgrade charge.

(7) For the purposes of this Division, section 172(1) applies as if for paragraph (b) there were substituted—

"(b) which have not been paid by the date specified in the repayment schedule to the environmental upgrade agreement.".

(8) Despite anything to the contrary in this Act, the total amount of an environmental upgrade charge received by a Council from an owner or any occupier or both (as the case requires) must be used by the Council to make repayments to the lending body in accordance with the environmental upgrade agreement.

(9) For the purposes of subsection (8), the total amount of an environmental upgrade charge received by a Council and to be paid to the lending body does not include—

(a) the proportion of the charge that accounts for the administrative costs of the Council as specified in the environmental upgrade agreement; and

(b) any penalty interest imposed by the Council on an owner or any occupier or both
(as the case requires) as a consequence of nonpayment of the environmental upgrade charge.

Note

However, see section 181D(4)(b) which allows an environmental upgrade agreement to make provision for a Council to provide a proportion of any penalty interest received by the Council to the lending body.

(10) If land for which an environmental upgrade charge has been levied ceases to be rateable land, the owner or any occupier or both (as the case requires) must, despite the land no longer being rateable, continue to pay the charge in accordance with the schedule of repayments specified in the environmental upgrade agreement.

S. 181D inserted by No. 39/2015 s. 4.

181D Environmental upgrade agreement provisions

(1) An environmental upgrade agreement must—

(a) be in writing; and

(b) outline the works to be undertaken on the rateable land of the owner.

(2) An environmental upgrade agreement must contain provisions that provide for the lending body advancing funds to an owner on the following conditions—

(a) that the owner use the funds advanced to conduct works on the rateable land for the purposes of the environmental upgrade agreement;

(b) that the owner or any occupier or both the owner and any occupiers (as the case requires) pay the environmental upgrade charge or charges levied by a Council in respect of the rateable land to which the agreement applies;

(c) that a Council uses the funds received under the environmental upgrade charge or charges to repay the lending body the principal amount initially advanced to the owner plus any agreed interest accrued since that advance.

(3) An environmental upgrade agreement must specify the following—

(a) the total amount being advanced by the lending body under the agreement;

(b) the total amount of each environmental upgrade charge to be levied under the agreement;

(c) the repayment schedule in respect of each environmental upgrade charge to be levied by a Council in accordance with the agreement;

(d) the total amount of the environmental upgrade charges to be declared by a Council under section 181C in accordance with the agreement;

(e) the total amount of any Council administration costs to be included as part of the environmental upgrade charge or charges;

(f) that if a Council adjusts an environmental upgrade agreement in accordance with section 181F(1), and as a consequence of that adjustment, refunds an amount to an owner or any occupier or an owner and any occupier (as the case requires) in accordance with section 181F(2), the lending body must reimburse the Council for all or part of the amount refunded if the Council passed all or part of that amount on to the lending body before the Council made the adjustment.

(4) An environmental upgrade agreement may provide the following—

(a) that an amount, in addition to any other liabilities a party may have under the agreement, may be payable by a party if a party to the agreement fails to comply with the agreement;

(b) that, in the event of nonpayment of an environmental upgrade charge by the owner or any occupiers, if a Council imposes penalty interest rates on the owner or any occupiers as a consequence of that nonpayment, the Council may provide a proportion of that penalty interest to the lending body.

(5) A provision of an environmental upgrade agreement must not be contrary to this Division.

181E Liability of Council to recover environmental upgrade charge

S. 181E inserted by No. 39/2015 s. 4.

(1) Subject to subsections (2) and (3), a Council must use its best endeavours to recover an environmental upgrade charge in accordance with any requirements imposed on it by this Act and an environmental upgrade agreement.

(2) A Council is not liable for any failure by an owner or any occupier or an owner and any occupier (as the case requires) to pay an environmental upgrade charge or charges.

(3) A failure by an owner or any occupier or an owner and any occupier (as the case requires) under subsection (2) does not make the Council liable to pay the outstanding amount under the environmental upgrade charge or charges to the lending body.

181F Other responsibilities of Council

S. 181F inserted by No. 39/2015 s. 4.

(1) If an environmental upgrade agreement is terminated before all the funds that the lending body agreed to advance to the owner are advanced, a Council must—

(a) adjust the environmental upgrade charge or charges to reflect the lower amount advanced to the owner; and

(b) by written notice, advise any person liable to pay the environmental upgrade charge of the adjustment.

(2) If, as a consequence of an adjustment being made to an environmental upgrade charge under subsection (1), an owner or any occupier has made payments under the environmental upgrade charge in excess of the adjusted amount, a Council must refund the excess amount paid to the owner or occupier or the owner and the occupier (as the case requires).

S. 181G inserted by No. 39/2015 s. 4.

181G Quarterly statement

The Chief Executive Officer must ensure that a statement prepared under section 138 includes a record of the following—

(a) each environmental upgrade agreement entered into in the last quarter, and the rateable land to which the agreement relates;

(b) each environmental upgrade charge approved in respect of the agreements referred to in paragraph (a), and the value of the charges;

(c) the total number of environmental upgrade charges in operation in the last quarter;

(d) the total value of all environmental upgrade charge payments that have fallen due and have not been paid;

(e) the total value of all environmental upgrade charge payments that are yet to fall due.

S. 181H inserted by No. 39/2015 s. 4.

181H Delegation to Chief Executive Officer

(1) A Council may, by instrument of delegation, delegate to the Chief Executive Officer the following powers—

(a) the power to enter into an environmental upgrade agreement on behalf of the Council;

(b) the power to declare and levy an environmental upgrade charge.

S. 181H(2) repealed by No. 9/2020 s. 363(5).

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S. 181I inserted by No. 39/2015 s. 4.

181I Guidelines

(1) The Minister administering the **Victorian Energy Efficiency Target Act 2007** may make guidelines for the purposes of this Division including in relation to the following matters—

(a) the specification of works that are likely to be considered as improving the energy, water or environmental efficiency or sustainability of a building for the purposes of entering into an environmental upgrade agreement;

(b) the specification of matters that should be considered by a Council before deciding to offer environmental upgrade agreements;

(c) environmental upgrade agreement provisions that may be incorporated into any environmental upgrade agreement;

(d) the provision of reports by a Council to the public in relation to the commencement, progress or completion of any works funded by an environmental upgrade agreement.

(2) Before making guidelines under this section, the Minister administering the **Victorian Energy Efficiency Target Act 2007** must consult with the Minister administering this Act.

(3) Guidelines made under this section—

(a) must be published in the Government Gazette; and

(b) may be published on the Internet.

181J Environmental upgrade agreements and charges under City of Melbourne Act 2001

S. 181J inserted by No. 39/2015 s. 4.

(1) Any environmental upgrade agreement that was entered into under Part 4B of the **City of Melbourne Act 2001** and that was in force immediately before the repeal of that Part—

(a) continues in force as if it had been entered into under this Division; and

(b) is taken to be an environmental upgrade agreement under this Division.

(2) For the avoidance of doubt, the repeal of Part 4B of the **City of Melbourne Act 2001** and the re-enactment of that Part in this Division, is not to be considered as a change of law for the purposes of any environmental upgrade agreement entered into under that Part before its repeal.

(3) Any environmental upgrade charge that was declared and levied by the City of Melbourne under Part 4B of the **City of Melbourne Act 2001** and that was due and payable immediately before the repeal of that Part—

(a) continues to be due and payable as if it had been declared and levied under this Division; and

(b) is taken to be an environmental upgrade charge under this Division.

(4) Without limiting the operation of any provisions of the **Interpretation of Legislation Act 1984** relating to repeal and re-enactment, a provision of Part 4B of the **City of Melbourne Act 2001** specified in Column 1 of the Table is taken to be re-enacted (with or without modifications) by the provision of this Act appearing opposite in Column 2 of the Table.

Column 1	*Column 2*
*Provision of Part 4B of the **City of Melbourne Act 2001***	*Provision of this Act*
Section 27L	Definitions of ***environmental upgrade agreement***, ***environmental upgrade charge***, ***lending body*** and ***primary parties*** in section 3(1)

Column 1	*Column 2*
*Provision of Part 4B of the **City of Melbourne Act 2001***	*Provision of this Act*
Section 27M	Section 181A
Section 27N	Section 181B
Section 27O	Section 181C
Section 27P	Section 181D
Section 27Q(1)	Section 181E(2) and (3)
Section 27Q(2) and (3)	Section 181F
Section 27R	Section 181G
Section 27S	Section 181H

Pt 8 Div. 3 (Heading) amended by No. 34/1996 s. 22(1), substituted by No. 52/1998 s. 311(Sch. 1 item 55.4).

Division 3—Reviews and appeals

S. 182 repealed by No. 34/1996 s. 22(2).

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