

Review of section 173 Agreements

Discussion Paper

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1 Introduction & Purpose

Section 173 of the *Planning & Environment Act 1987* allows a responsible authority to enter into an agreement with an owner of land. An agreement may set out conditions or restrictions on the use or development of the land, or seek to achieve other planning objectives in relation to the land.

The *Better Decisions Faster* discussion paper released by DSE in August 2003 expressed a concern that section 173 agreements were being liberally applied with little consideration to the implications of the difficulties to amend or remove requirements once they were registered. Preparing a section 173 agreement can also contribute substantially to the workloads of council planners and the costs to applicants. *Better Decisions Faster* noted that there was little monitoring of the content, application, appropriateness or costs of section 173 agreements, and a specific initiative (Option K1) proposed a review of their function and application.

Since *Better Decisions Faster* was released, a number of interested stakeholders have sought to contribute to this review. In particular, VPELA held a public forum in February 2004 to debate issues and concerns relating to the use of section 173 agreements, and the outcomes of that forum have assisted the review process and the preparation of this discussion paper.

The purpose of this discussion paper is to move the review process forward by canvassing a number of specific options or recommendations for action. These are considered under three themes:

A Better Understanding - assisting stakeholders to better understand the benefits and limitations of section 173 agreements will lead to fewer problems in their use.

Simplifying the Logistics – streamlining the process and/or the structure of agreements, and the basis upon which agreements can be varied or ended, will reduce the administrative burden and costs associated with section 173 agreements.

Addressing Underlying Issues – resolving underlying issues in the planning system that may be causing a greater use of section 173 agreements will reduce the need for many agreements.

2 A Better Understanding

Although the use of section 173 agreements has been included within *Better Decisions Faster* for review, there is no suggestion that the system is fundamentally flawed. When used properly, section 173 agreements are a very useful planning tool, particularly where there are complex on-going obligations. The primary benefit of a section 173 agreement lies in the ability to bind an owner of land to covenants specified in the agreement (s.174) so that, when registered, the burden of those covenants runs with the land and binds future owners (s.182)

and can be enforced by any person rather than just the contracting parties (s.114). Agreements can also impose positive obligations as well as restrictions.

However, section 173 agreements can be complex and costly, and there is an increasing perception that section 173 agreements are being over-used as a planning device. The term 'agreement' is often a misnomer, as the requirement for many agreements is mandated by permit condition. When executed, agreements can be difficult to amend, particularly once the affected land has been subdivided. When registered on an owner's title, agreements can cause difficulties for developers in financing or obtaining mortgagee consent, or in the sale of the land where it is unclear to the future owner as to how or why they are bound by the agreement. The registration and administration of agreements also imposes resource constraints on the Land Registry.

Responsible authorities and their planning staff therefore need to be more informed, more vigilant, and perhaps sometimes more open-minded and flexible, in considering whether a section 173 agreement is *really* required, or is really the *only* mechanism available to achieve a desired planning objective.

Many of the problems with section 173 agreements arise from a lack of understanding of the intent and limitations of the legislative framework, or from a lack of care in considering whether an agreement is required, or in the drafting or administration of agreements. Common issues include the following:

- Where the requirement for an agreement is imposed by a permit condition, it is not always apparent that the obligation for the agreement fairly relates to the permission being granted (i.e. the condition must be valid).
- Where the requirement for an agreement is imposed by a permit condition, the condition often fails to clearly indicate what is intended to be included in the agreement (leading to subsequent dispute) or when the agreement is required (leading to subsequent delay).
- When analysed, many agreements are unnecessary and the planning objective could have been satisfied by a better-worded permit condition, or some alternative mechanism. This is particularly the case in relation to development matters that are not on-going.
- The 'operative' clauses in an agreement are often poorly drafted. They need to be concise and precise to facilitate a clear understanding of the obligations imposed, and to facilitate enforcement if required.
- Agreements often fail to clearly state who is to be bound, and in what circumstances. The statutory framework allows for agreements to bind the *owner* of the land, and to be enforced against those deriving title from that person (i.e. future owners). In agreements relating to subdivision, it may be unnecessary for the agreement to be registered on title to all individual subdivided lots if the obligation relates only to the owner in its capacity as developer, or only affects part of the land being subdivided. This needs to be made clear in the drafting of the agreement.
- Many agreements attempt to fetter the future exercise of discretion by councils or other government agencies. Also, where parties other than the owner are bound by contractual obligations in the agreement, or the agreement purports to deal with additional contractual matters beyond the

scope of the section 173 agreement framework, the method of compliance and/or dispute resolution is often unclear.

- Although very few agreements contain covenants that permanently restrict the use or development of land (i.e. are intended to be registered indefinitely), many agreements fail to clearly indicate when the agreement will end.
- When agreements have ended, or have become obsolete (eg because the development to which they related has not proceeded), responsible authorities often fail to promptly facilitate the removal of the agreement from the title despite a statutory obligation to do so (s.183(1)).

If there is a greater understanding within local government and the broader planning community as to the circumstances when an agreement may be unnecessary or inappropriate, and if greater care is taken in the drafting and administration of section 173 agreements, many of the so-called ‘problems’ associated with agreements could be resolved.

To this end, DSE should consider the issue of a detailed practice note on section 173 agreements, and perhaps follow this up with an information or education program through relevant industry groups.

The chapter on agreements in *Using Victoria’s Planning System* already provides a partial basis for a practice note, although some updating will be required and the practice note should also include some examples of common “do’s” and “don’t’s” and address the specific issues raised above. The practice note might also usefully include a ‘model’ agreement, and deal with other logistics issues raised elsewhere in this discussion paper.

3 Simplifying the Logistics

For the many agreements that are properly required, there remain some practical concerns about the structure of agreements, and the process for registration and administration of agreements. Resolving these issues will reduce the administrative burden of section 173 agreements, and assist in reducing the consequential development costs and delays associated with their use.

Issues that might be considered include the following:

- **Model Agreement** - The preparation of a ‘model’ agreement, perhaps in conjunction with the recommended practice note, would assist in overcoming much of the debate and uncertainty about the structure of agreements. The model agreement could:
 - Contain a simple schedule for basic information to be inserted (parties, land affected, permit or council references etc)
 - Codify standard ‘administrative’ provisions. This may not be difficult to achieve given the similarity in precedent clauses already used by several planning law firms, and could assist in reducing the unduly onerous provisions imposed through some agreements (eg. attorney clauses, excessive penalty interest etc).
 - Contain a common format for ‘procedural’ clauses to prompt the inclusion of other necessary information – eg. a clear indication

when the agreement ends, whether it will be registered over individual lots if the land is subdivided etc. This will resolve many of the drafting issues referred to elsewhere in this discussion paper, and assist Land Registry administration.

- Allow for the insertion of ‘operative’ provisions and special conditions, realising that the ‘operative’ clauses of an agreement will obviously vary widely depending on the specific obligations being imposed on the land owner. Precedent options dealing with common scenarios could be included in the practice note.

Model agreements already work well in other areas of the property and development sector (eg the LIV/REIV contract of sale, and AS-2124 construction agreement). A model section 173 agreement would clearly reduce cost and complexity, and streamline Land Registry registration. Whilst DSE could seek to formally proscribe the use of a model agreement, it might be preferable in the first instance to seek voluntary industry support.

- **Amending agreements** – Section 178 of the *Planning and Environment Act 1987* indicates that an agreement may be amended “with the approval of the Minister...” The administrative burden of seeking Ministerial consent to a variation to an agreement appears anomalous in most instances, particularly where there is agreement between the responsible authority and other parties, the initial agreement did not involve the Minister, and the amendment is minor. In practice, some parties execute and register a second agreement to avoid this constraint, leading to confusion for those later searching or administering the agreement(s). DSE might consider amending section 178 to remove the requirement for Ministerial approval.
- **Ending agreements** – Section 177 of the *Planning and Environment Act 1987* indicates that an agreement may specify the circumstances when the agreement ends (eg a date or specified event, or cessation of a particular use or development). Some agreements are intended to apply to a piece of land indefinitely in much the same way as restrictive covenants. However, many agreements do not contain clear provision as to the circumstances that will trigger the ending of the agreement. This leads to many agreements remaining registered within the Land Registry where the obligations on the land owner have been completed, or the land owner obligations have become obsolete or through intervening events, or are no longer applicable because the contemplated development did not proceed. Anecdotal evidence indicates that this problem is frequently compounded by responsible authorities failing to comply with their statutory responsibility to promptly notify the Registrar of the ending of an agreement (s.183(1)). All of this in turn creates administrative difficulties for the Land Registry and confusion for all parties at the time of subsequent dealings with the title upon transfer or subdivision. The use of a model agreement that triggers a clear and precise reference to the circumstances when an agreement ends, and an increase in VCAT’s jurisdiction to resolve disputes in this regard (dealt with elsewhere in this discussion paper), could in combination provide a sufficient response to this issue. However, if the problem still remains in practice, DSE might

consider amending section 177(1) to provide a more mandatory requirement for an agreement to clearly articulate when the agreement ends.

- ***Lodging agreement with Minister*** – Section 179(1) of the *Planning and Environment Act 1987* requires a responsible authority to lodge a copy of an agreement with the Minister without delay after it is made. In practice, DSE does not review all agreements lodged (nor does the Minister have a specific power to revoke or deal with an agreement even if a problem was discovered) nor does DSE keep a register of agreements where the Minister is not the responsible authority. Unless DSE sees some real benefit in maintaining this provision, DSE might consider repealing section 179(1).
- ***Availability of agreement for inspection*** - Section 179(2) of the *Planning and Environment Act 1987* requires a responsible authority to keep a copy of each agreement and make it available for public inspection during office hours free of charge. (A similar provision exists for permits in section 70.) Although perhaps raising a broader issue, DSE should encourage councils to maintain better registers of permits and section 173 agreements, so that they can clearly meet their statutory responsibilities. Too often, it is claimed that councils are unwilling or unable to provide access to these documents, or to provide a clear and concise indication of the permits or agreements in force in relation to a particular piece of land. This can lead to community confusion as to the planning controls affecting the land, prospective owners being unaware of agreements where they have not been registered, or problems with enforcement.
- ***Execution arrangements*** - Section 174 requires that an agreement be “under seal”. Responsible authorities should be encouraged to have in place streamlined procedures for affixing a council seal, or delegated authority to senior officers, to avoid delay in the execution of agreements.
- ***Costs*** – Common practice is for responsible authorities to require the owner to pay both its own costs, and the responsible authority’s costs, in relation to the preparation of an agreement. In an era of ‘user-pays’ this is seemingly justified. However, where lawyers are involved on both sides, it can become a costly exercise out of proportion to the planning objective being addressed– particularly where agreements are being increasingly used in relatively minor matters at the behest of the responsible authority. DSE might consider introducing some cap on costs (or costs recovery by councils) in minor matters, although the use of a model agreement and standardised precedents for common scenarios may sufficiently resolve this issue.
- ***Mortgagee consent*** - There is an inconsistent approach to whether mortgagee consent is required for a section 173 agreement. For those responsible authorities that do seek evidence of mortgagee consent, the request is often not raised until the time of signing the agreement, and considerable further delay can be caused if the mortgagee then requires changes to the agreement. In some other states, mortgagee consent is compulsory and DSE might canvass views on whether this is also appropriate in Victoria. As an interim measure, DSE might consider establishing some principles in the proposed practice note. Good

commercial practice would suggest that mortgagees be at least *notified* of agreements that are to be registered over land encumbered by a mortgage, and that their *consent* should be sought where the owner's obligations under the agreement could materially affect the mortgagee's interest.

- ***Agreements involving Property Trusts*** - Many land owners hold land in a beneficial or trustee capacity, including the major listed property trusts. These trusts usually require a standard 'trustee limitation of liability' clause in all contracts that they execute. There is an inconsistent approach within the Land Registry as to whether a section 173 agreement containing such a clause is capable of being registered, based on differing interpretations of section 37 of the *Transfer of Land Act 1958* (which prevents the Registrar from recording notice of any trust). This can delay registration, or lead to an agreement already containing such a clause having to be amended, which technically also then requires Ministerial consent. A consistent approach is required. If the matter cannot be resolved by DSE within the Land Registry, DSE might consider amending section 181(3) of the *Planning and Environment Act 1987* to expressly authorise the Registrar to still be able to make a recording of a section 173 agreement in the Register in such circumstances.
- ***Land Registry constraints on the format of agreements*** – With the increasing use of section 173 agreements to cover detailed aspects of site assessment or development, many agreements are now lengthy and complex and often include detailed plans and reports. This creates difficulty for registration where the format of the document does not meet Land Registry constraints. Whilst DSE could seek to formally proscribe the format for agreements, it might be preferable in the first instance to seek voluntary industry support through the proposed practice note. The use of a model agreement would also assist in this regard, in encouraging basic information to be provided such as a clear indication of when an agreement will end, and whether it is to be registered over particular lots if the land is subdivided. Format matters which might be considered include the following:
 - Given documents are imaged by the Land Registry in black and white, agreements should not refer to parts of the land affected by specific covenants by reference to colour coding, and coloured diagrams should be avoided.
 - Diagrams should be fully dimensioned to title boundaries, so that it is clear which certificates of title within the Register are affected.
 - Other format constraints should be considered and, if appropriate, specified – eg. the Land Registry considers that aerial photography and topographical plans are not acceptable, plans and sketches must be clear and of good quality for imaging, double-sided paper is not acceptable etc.
 - Documents and plans that are not essential to the agreement should not be annexed to it for inclusion in the Register, but should simply be referenced in the agreement and held elsewhere by the responsible authority and available for public inspection. (This

may involve a similar approach to ‘incorporated documents’ referenced in planning schemes.)

- **VCAT jurisdiction** – Apart from the power to enforce agreements (s.114) or to review disputes where something must be done to the satisfaction of the responsible authority under an agreement (s.149), VCAT is given only a limited jurisdiction under section 184 of the *Planning and Environment Act 1987* to deal with section 173 agreements. These circumstances are:
 - Where an owner is required to enter into an agreement by the planning scheme or a permit, VCAT can resolve any objection by the owner to a provision of the ‘proposed’ agreement (ss.184(1) and (2)).
 - Upon application from an owner, VCAT can approve an amendment to an agreement to remove the application of the agreement from the land and the owner “if it is satisfied that the land owner is not subject to any further liability under the agreement” (ss.184(3) and (4)).

Anecdotal evidence would suggest that there is a lack of familiarity or use of these provisions, or a perception that they do not provide a quick or cost-effective solution given the cost or delay of a VCAT proceeding. Moreover, the provisions do not cover all scenarios where a dispute resolution mechanism through VCAT might be appropriate. For example, section 184(1) and (2) does not apply to a proposed agreement where the agreement is sought by a responsible authority as a pre-condition to its support for a planning scheme amendment. Also, section 184(3) and (4) empowers VCAT to *amend* an agreement, but not to *end* an agreement or direct its removal from a title in circumstances where the owner is able to satisfy it that the agreement is no longer applicable. Whilst section 149A provides a general power for VCAT to make declarations or directions in relation to the interpretation of a planning scheme or permit, it has no corresponding jurisdiction in relation to the interpretation of a section 173 agreement. DSE should consider amending section 184 (and/or section 149A) of the *Planning and Environment Act 1987* to give VCAT a broader jurisdiction in relation to section 173 agreements, and in particular:

- A general power to make a determination where a dispute arises as to the interpretation of a section 173 agreement; and
- A broader power to resolve disputes, and to approve the amending or ending of an agreement (including the power to direct the Registrar to cancel or amend the recording of the agreement against a title in the Register), where:
 - there has been a material change of circumstance since the agreement was entered into. This would be similar to the power in section 87(1)(e) in relation to permits. It would also provide a mechanism to resolve disputes where land has been subdivided and there are multiple parties bound by an agreement in a manner which makes the use of the existing mechanisms for amendment or ending under sections 177 and 178 (i.e. agreement with all parties bound by the agreement) virtually impossible to achieve; or

- VCAT is satisfied that agreement is no longer applicable to a particular owner or land (eg. obligations completed, agreement obsolete, etc).

In conjunction with such an amendment, DSE might discuss with VCAT appropriate procedures to facilitate a speedy resolution of section 173 agreement disputes through VCAT's mediation or 'short hearing' processes. In reviewing VCAT's jurisdiction, it should be remembered that section 173 agreements (when properly used) are intended to be a binding planning control that operates in an on-going manner, and should not be capable of being too easily varied or ended without sound planning justification. Having said that, one should have reasonable confidence that VCAT will support that principle in the exercise of its discretion.

- ***Bonds and guarantees*** – Some responsible authorities have taken the view that, since section 175 of the *Planning and Environment Act 1987* allows an agreement to include provision for a security bond or guarantee, and since there is no corresponding provision in section 62 in relation to permits, a section 173 agreement is the *only* mechanism through which a responsible authority can lawfully seek a bond to secure compliance with a planning condition. This has led to the use of section 173 agreements solely to deal with matters such as tree protection works during construction, or landscaping maintenance for a short period following development. This view is not necessarily correct and may be capable of being addressed in the proposed practice note, so that these matters can be dealt with through permit conditions. If the problem continues in practice, DSE might consider an amendment to section 62 of the *Planning and Environment Act 1987* to clarify that a permit condition of this nature is lawful.
- ***Lodging security deposits and guarantees with a Minister*** -As a related issue, section 175(1) of the *Planning and Environment Act 1987* only allows a security bond to be required from an owner in an agreement "other than an agreement with a Minister". It is ambiguous whether this provision is seeking to prohibit a Minister from obtaining a security bond, or whether it considers the provision does not need to apply to a Minister as the Ministerial power to seek a security bond lies elsewhere. In any event, in circumstances where the Minister is the responsible authority, or in complex developments where a Minister is an additional party to an agreement along with a council as responsible authority, this provision seems anomalous. Unless there is good reason for the existing wording, DSE might consider amending section 175(1) to allow security deposits and guarantees to be sought from owners in agreements involving a Minister.

4 Addressing Underlying Issues

Whilst section 173 agreements have a very useful role within the planning regime, there is a clear perception that they are being over-used, and sometimes assuming a role not intended by the initial legislation. To the extent this expanded role in the use of section 173 agreements may be caused by other underlying or systemic problems in the planning system, resolving those issues will also reduce the

reliance on section 173 agreements and the associated administrative burden, costs and delays. It would be preferable to fix these issues than assume that the general principles of section 173 agreements are necessarily wrong.

Issues that might be considered in this context include the following:

- Expiry of development permits*** – There has been considerable debate in the past couple of years over the enforceability of conditions on a development permit that are intended to survive the completion of development – eg. to limit change to the development, to secure on-going maintenance such as landscaping, to secure particular amenity outcomes such as the screening of windows, or to provide valid restrictions on use which necessarily arise from the development permission. A number of VCAT decisions have raised this issue, without final resolution. On one view, the development permit expires upon completion of development, and these conditions become unenforceable. Many responsible authorities have therefore adopted a conservative view and required a section 173 agreement to secure on-going compliance with these sorts of conditions. Indeed, this is probably the main single factor in the increase in the use of section 173 agreements in recent times, and their use in otherwise non-complex development matters. Given the continuing debate and the fact that reasoned legal views clearly differ on this issue, the matter warrants prompt legislative clarification and this has been promoted as a priority issue by VPELA. DSE should consider amending section 68 (or section 62) of the *Planning and Environment Act 1987* to make it clear that a development permit does not expire where it includes valid conditions of an on-going nature, or that the expiration of the permit or completion of the development does not affect the on-going obligation created by the condition. There would perhaps need to be an exemption where the on-going conditions were clearly superseded by the issue of a new permit, as the on-going obligations of the former development permit should also be superseded in such instance unless re-activated in the new permit.
- Subdivision permits – on-going requirements*** – As a related issue, section 173 agreements are commonly used by responsible authorities at the time of subdivision – for example, to preserve pre-existing development conditions on a multi-unit development, which will otherwise be ‘lost’ when the subdivision effectively converts the conditionally permitted development into a number of single dwellings on single lots where different planning scheme provisions apply and where on-going development may become ‘as of right’ without further control. Whilst, as a matter of policy, it may be appropriate for the single dwelling provisions in the scheme to apply to further development or re-development on the subdivided lots, some of the original development conditions may still be applicable, including those ‘negotiated’ or imposed to resolve amenity issues (eg. landscaping, window screening etc.) or to implement native vegetation controls applying to the larger lot (which will not otherwise apply to the subdivided lots less than 0.4 ha.). It may be possible to significantly reduce the number of section 173 agreements if this issue is also resolved in the amendment of section 62 or section 68 of the *Planning and Environment Act 1987*, or through a new stand-alone provision in the Act.

- **Subdivision permits – building envelopes** – Section 173 agreements are commonly used to impose building envelopes or design guidelines. At the time of introduction of Res Code, it was anticipated that building envelopes might simply be shown on the relevant plan of subdivision, as a means of avoiding the use of section 173 agreements for this limited purpose. This option should be re-considered.
- **Certificates or register of ‘current’ permits and agreements** – Anecdotal evidence suggests some section 173 agreements are used for no other reason than to have a planning constraint registered on title as a means of alerting future owners to it. This is in part because the attempted enforcement of a permit condition against a subsequent owner or occupier has occasionally failed at VCAT where that person has not been aware of the permit condition. Vendor statements under section 32 of the *Sale of Land Act 1982* do not require this level of detail to be provided by an owner at the time of sale, and purchasers commonly seek this information through councils. Although responsible authorities are required to keep copies of permits and agreements and make them available for public inspection free of charge during office hours (ss.70 and 179(2)), councils rarely maintain registers of current permits or agreements to facilitate this requirement, and are often unable or unwilling to provide this information. DSE might consider amending section 97N or section 198 of the *Planning and Environment Act 1987* to introduce the opportunity for a person to seek a certificate from a responsible authority indicating what permits or agreements are in force in relation to a piece of land, and to provide copies. A fee could be proscribed for this service. Whilst this is a potentially important change promoted by VPELA that has benefits over and above a reduction in the use of section 173 agreements, it obviously has resource implications for local government and the timing of its implementation would need to be carefully considered.
- **Development contributions** – There has been considerable debate in the past couple of years over the proper application of section 62(5) and (6) of the *Planning and Environment Act 1987*, and the restriction on the ability of councils to secure a monetary payment through a permit condition where that payment might conceivably be characterised as a development contribution. A number of VCAT decisions have also addressed this issue. Section 62(6) allows for the use of a section 173 agreement to secure such a payment, so agreements have been commonly used to avoid any debate as to the validity of a permit condition, leading to the use of agreements for matters such as cash-in-lieu car-parking contributions. Although this matter is broader than its impact on the use of section 173 agreements, DSE might consider amending section 62(5) and (6) to clarify and resolve this longstanding issue. This would allow payments for works or facilities that arise directly from a development to be dealt with in permit conditions, with broader based development contributions for indirect works and services to be secured through agreements and/or the appropriate development contribution regime.
- **Creative use of agreements to circumvent VPP provisions** – Section 173 agreements have occasionally been mooted as a mechanism to introduce ‘local’ variations or circumvent state-standard VPP provisions at the time of rezoning (eg. to promote a Business 1 zone with an agreement limiting

the type of retailing, rather than accepting the limitations of a Business 4 zone). Planning panels have commonly discouraged the use of agreements in this manner, and this principle should be reinforced in any practice note.

- ***Potential mis-use of agreements deemed to be section 173 agreements under other Acts*** – Some other Victorian Acts deem agreements made under those Acts to be section 173 agreements for the purpose of registration and enforcement. Examples exist in legislation dealing with subdivision, and development-specific legislation dealing with Melbourne Docklands. Whilst in most instances these deeming provisions are workable, they can create administrative anomalies where they purport to deal with non-planning issues or matters other than land owner covenants, or where the agreement purports to be made between parties other than the responsible authority and owner. DSE should liaise with other agencies seeking to introduce deeming provisions from time to time, and with Parliamentary Counsel, to ensure that any deemed references to section 173 of the *Planning and Environment Act 1987* are carefully considered and appropriate in each circumstance.

5 Conclusions and recommendations

This discussion paper is not intended to be exhaustive in its analysis of section 173 agreements, but rather to canvass a number of options and recommendations for consideration (particularly those which are non-controversial and can be implemented quickly), and to provoke additional suggestions for reform.

Without pre-empting the outcomes of this discussion paper, it is considered that:

- A practice note should be issued by DSE which clarifies the intent and use of section 173 Agreements;
- In conjunction with the issue of the practice note, serious consideration should be given to the preparation of a model section 173 agreement and obtaining the support of the primary industry groups (particularly MAV, VPELA and PCA) to facilitate its general acceptance and use.
- There are a small number of amendments to the *Planning and Environment Act 1987* which could be implemented immediately (eg. clarification of the enforceability of ‘on-going’ conditions on a development permit, streamlining provisions for the variation or ending of agreements and/or increasing the VCAT jurisdiction to deal with agreements);
- There are a number of additional process improvements that warrant further consideration, including stakeholder consultation. Some of these may entail further legislative amendment in the medium term, although several may simply entail modification to existing processes, or may become unnecessary if other measures are implemented.

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May 2004