

VETCHECK PTY LTD
Customer Terms and Conditions
Last modified: August 2026

These terms govern the veterinary triage and related services provided by VETCHECK PTY LTD ACN 631 018 427 trading as VetCheck 24/7 (**VetCheck, we, us**) to the person or entity identified as the customer in a Proposal (**Customer, you**).

The Customer engages VetCheck to provide the Services under the agreement comprising these terms and the Proposal (**Agreement**). The Customer is engaging a managed triage service, not acquiring software or a software licence.

1. PROVISION OF THE SERVICES

- 1.1 VetCheck will provide the Services during the agreed service hours with due care and skill and using appropriately qualified personnel.
- 1.2 If there is an inconsistency between these terms and the Proposal, the Proposal prevails only to the extent that it expressly states that a different term applies.
- 1.3 VetCheck may use technology, call-routing, reporting and communications systems as part of the Services. Those systems are incidental to the Services and remain under VetCheck's control.

2. ACCEPTANCE AND TERM

- 2.1 The Agreement starts when the Customer accepts a Proposal, whether expressly or by conduct, including by directing Calls to VetCheck or receiving Services at its request after being provided with the Proposal.
- 2.2 At the end of the Initial Term, the Agreement continues from month to month until terminated under clause 12.
- 2.3 A person who accepts the Agreement or gives instructions on behalf of the Customer warrants that they are authorised to bind the Customer.
- 2.4 The Customer must ensure that all Customer Personnel comply with the Agreement. The Customer is responsible for their acts and omissions in connection with the Services.

3. DEFINITIONS

3.1 In this Agreement:

- (a) **Access Fees** means the recurring Fees specified in the Proposal for the Customer's access to the Services, whether payable monthly, annually or at another interval, excluding Fees for Chargeable Calls and any other usage-based, one-off or additional services.
- (b) **Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.
- (c) **Call** means:
 - (i) an incoming telephone call directed to VetCheck in connection with the Services, whether or not it is answered when first made; and
 - (ii) an outgoing telephone call made by VetCheck in connection with the Services, including a call made in response to a missed call or voicemail or at the Customer's request.
- (d) **Caller** means any person who contacts, or is contacted by, VetCheck in connection with the Services, including a member of the general public, animal owner or carer, farmer, veterinarian, ranger or other government officer.
- (e) **Call Log** means the summary or triage record prepared by VetCheck for an interaction with a Caller.
- (f) **Chargeable Call** has the meaning given in clause 6.4.
- (g) **Customer Content** means information, instructions, scripts, notices, logos, trade marks, referral preferences, emergency contacts and other material supplied by or for the Customer.

- (h) **Customer Personnel** means the Customer's officers, employees, contractors and other authorised personnel.
- (i) **Fees** means the fees specified in the Proposal and any fee schedule identified in the Proposal, as varied in accordance with this Agreement.
- (j) **Initial Term** means the period beginning when the Agreement starts under clause 2.1 and continuing for the period specified in the Proposal or, if no period is specified, one month.
- (k) **MedeChat** means the online veterinary consultation platform used by VetCheck to facilitate consultations between Callers and VetCheck veterinarians.
- (l) **Practice Customer** means a Customer that operates a veterinary clinic or practice.
- (m) **Proposal** means a proposal, order form, service schedule or other document agreed by the parties that sets out the Services, Fees or other terms specific to the Customer.
- (n) **Services** means the services described in clause 5 and the Proposal.
- (o) **Service Hours** means the hours agreed in the Proposal or otherwise confirmed by VetCheck in writing.
- (p) **VetCheck Personnel** means the veterinary nurses, veterinarians and other personnel engaged by VetCheck to provide or support the Services.

4. CUSTOMER RESPONSIBILITIES

4.1 The Customer must:

- (a) provide accurate and current opening hours, closure periods, emergency contacts, referral preferences, escalation instructions and other information reasonably required by VetCheck;
- (b) promptly notify VetCheck of any change to that information;
- (c) configure and maintain its call diversion or transfer arrangements and promptly address any fault within its systems or telecommunications provider;
- (d) establish and maintain the agreed arrangements for directing Calls to VetCheck;
- (e) ensure that any website content, telephone message or other communication issued by the Customer that refers to VetCheck or the Services accurately identifies VetCheck as an independent third-party triage provider and is consistent with any wording reasonably approved by VetCheck;
- (f) not represent that VetCheck or VetCheck Personnel are employees, agents or representatives of the Customer;
- (g) review each Call Log promptly, retain it in the appropriate record and arrange any follow-up for which the Customer is responsible;
- (h) comply with the laws and regulatory requirements applicable to its services, instructions and communications;
- (i) maintain reasonable contingency arrangements for any failure of its call diversion, transfer or telecommunications arrangements; and
- (j) cooperate reasonably with VetCheck in relation to complaints, incidents, payment disputes and regulatory enquiries concerning the Customer or its Callers.

4.2 A Practice Customer must promptly add each Call Log to the relevant clinical or client record, arrange appropriate veterinary follow-up, comply with applicable veterinary, animal welfare and professional requirements, and maintain the registrations, authorisations and insurance required for its veterinary services.

4.3 VetCheck may rely on the latest information and instructions supplied by the Customer.

4.4 VetCheck is not responsible for a call that it does not receive, or for delay caused by the Customer's systems, call diversion arrangements or telecommunications provider. The Customer remains responsible for its contingency arrangements and for Fees otherwise payable under the Agreement.

4.5 The Customer is responsible for handling any complaint, incident, claim or regulatory enquiry to the extent it concerns the Customer's services, personnel, Customer Content or instructions. It must promptly notify VetCheck of any matter that may affect VetCheck, provide reasonable assistance and not admit liability or make a representation on VetCheck's behalf.

4.6 The Customer must not represent that VetCheck provides diagnosis, treatment, emergency attendance or continuous monitoring unless VetCheck has expressly agreed to provide that service.

5. TRIAGE SERVICES

5.1 The Services may include:

- (a) receiving Calls diverted or transferred from the Customer during the Service Hours;
- (b) an automated or recorded message identifying VetCheck as the Customer's third-party triage provider, providing any notification required in relation to the recording of the Call and the handling of the Caller's personal information, and allowing the Caller to end or continue the Call;
- (c) preliminary remote assessment by a veterinary nurse based on information supplied by the Caller;
- (d) first aid guidance, safety-net advice and a recommendation that the animal receive emergency care, a veterinary consultation where available, an in-person consultation during or after Service Hours, home monitoring or no further action at that time;
- (e) escalation or referral to the Customer, its nominated provider, an emergency hospital, a telehealth veterinarian or another provider VetCheck reasonably considers appropriate; and
- (f) preparing and delivering Call Logs to the Customer.

5.2 VetCheck will generally follow the Customer's current instructions, but may depart from them where they are impracticable, cannot reasonably be followed or VetCheck reasonably considers that doing so is unsafe, inappropriate, unlawful or potentially detrimental to an animal.

5.3 VetCheck will not disclose an on-call veterinarian's personal contact details to a Caller. VetCheck may instead contact that veterinarian and provide the Caller details or facilitate communications between them.

5.4 If Call volumes exceed available capacity, VetCheck may offer voicemail or another callback option and will use reasonable efforts to return the Call as soon as practicable. VetCheck does not guarantee that every Call will be answered immediately.

5.5 Call diversion outside the agreed Service Hours is subject to VetCheck's prior acceptance and available capacity. The Customer must give as much prior notice as reasonably practicable, and additional Fees may apply.

5.6 VetCheck does not guarantee that a referred provider will be available, accept the referral or achieve any particular outcome. Unless VetCheck provides the referred service, it is not responsible for that provider's acts or omissions.

5.7 Nurse triage is preliminary, remote and limited by the information available. It is not a physical examination, diagnosis, prescription, treatment or substitute for emergency or ongoing veterinary care.

5.8 A Practice Customer retains responsibility for its client relationship and for any veterinary services it provides before or after the Services. Subject to this Agreement, as between VetCheck and the Practice Customer, VetCheck is responsible for performance of the by VetCheck Personnel, including any triage advice provided as part of the Services.

5.9 VetCheck may decline, limit or end an interaction if a Caller or Customer Personnel is abusive, does not provide required information or consent, requires care beyond remote triage, or if VetCheck reasonably considers the interaction unsafe, inappropriate or unlawful. VetCheck may refuse future interactions or block a persistently abusive Caller where reasonably necessary to protect its personnel or the Services.

5.10 If reasonably required and available, VetCheck may arrange a remote consultation with a VetCheck veterinarian using Medechat or another platform. Any fee for the consultation will be payable by the Customer or the Caller, as specified in the Proposal. VetCheck will notify the Caller of any fee payable by the Caller before arranging the consultation. The consultation is limited to triage and general health advice and does not include diagnosis, prescribing or treatment. An in-person consultation may still be required and is not included in that fee.

5.11 Medechat and any other platform used by VetCheck are tools used to deliver the Services. The Customer does not receive access to, or a licence to use, a platform unless the Proposal expressly provides otherwise, in which case any separate platform terms apply.

5.12 Each party is responsible for complying with the legal and professional requirements applicable to the services it performs under or in connection with the Agreement.

6. FEES AND PAYMENT

- 6.1 The Customer must pay the Fees specified in the Proposal.
- 6.2 Fees for any additional or out-of-scope services will be as specified in the Proposal or otherwise agreed in writing before those services are provided.
- 6.3 VetCheck may change the Fees by giving the Customer at least 30 days' written notice. A change will not apply during the Initial Term or any period for which the Customer has already paid the Fees and will take effect only at the beginning of the next period for which Fees become payable. If the Customer does not accept the change, it may give VetCheck written notice before the change takes effect, in which case, the Agreement will terminate at the end of the period for which the Customer has already paid the Fees. The Customer may continue to access the Services until that date.
- 6.4 Each of the following constitutes a Chargeable Call:
- (a) an incoming Call during which VetCheck obtains the caller's details and prepares a Call Log;
 - (b) a return Call to a missed Call or voicemail during which VetCheck contacts the caller, obtains the Caller's details and prepares a Call Log; and
 - (c) a return Call made at the request of the Customer's on-call veterinarian during which VetCheck passes information to the Caller.
- 6.5 A missed Call or voicemail and the return Call referred to in clause 6.4(b) together constitute one Chargeable Call. An attempted return Call is not a Chargeable Call if VetCheck is unable to contact the Caller and obtain any details.
- 6.6 The Proposal will specify whether Fees for Chargeable Calls are payable by the Customer, prepaid by Callers or allocated between the Customer and Callers.
- (a) If the Customer is responsible for a Chargeable Call, that responsibility is not affected because the Caller does not proceed with or follow the triage recommendation.
 - (b) If a Caller is required to prepay for triage advice, VetCheck may require payment before connecting the Caller to VetCheck Personnel. The Customer is not required to pay the Fee for a Chargeable Call for which VetCheck has received payment from the Caller.
 - (c) If a Caller receives triage advice without making a required prepayment because the Caller incorrectly claims to be an existing client of the Customer or otherwise circumvents the prepayment process, the Customer remains responsible for the applicable Fee.
- 6.7 The Customer must pay each invoice within seven days of its date, without set-off or deduction. VetCheck may recover reasonable debt recovery costs and interest on overdue amounts at the Reserve Bank of Australia cash rate plus 4% per annum, calculated daily.
- 6.8 A service outside the agreed scope is subject to VetCheck's acceptance and any separate quotation, scope or terms notified by VetCheck. VetCheck may require the Customer's approval before starting that service.
- 6.9 Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST. If GST is payable on a taxable supply made under this Agreement, the recipient must pay the supplier an additional amount equal to the GST payable in respect of that supply at the same time as the consideration for the supply is payable.

7. CALL RECORDINGS AND RECORDS

- 7.1 VetCheck records all Calls whether incoming or outgoing and may record other interactions for service delivery, clinical support, quality assurance, training, complaint handling, risk management, record keeping and compliance. A recording may fail or be unavailable due to technical or operational circumstances. VetCheck will provide or arrange an appropriate recording notice or consent process.
- 7.2 VetCheck will email or otherwise provide each Call Log as soon as reasonably practicable after completing the relevant Call, or at another frequency agreed with the Customer. A Call Log is a practical summary, not a transcript, and may not include every statement or detail from the interaction.
- 7.3 The Customer must notify VetCheck promptly if it reasonably believes a Call Log is materially inaccurate or incomplete.
- 7.4 All recordings made by or on behalf of VetCheck are VetCheck's records and, as between the parties, are owned and controlled by VetCheck. The Customer has no proprietary interest in, or automatic right to access or receive, a recording.

- 7.5 Recordings are retained by VetCheck in accordance with its retention practices and applicable law. They are not routinely provided to the Customer, but VetCheck may use or disclose them where authorised or required by law or reasonably necessary to investigate a complaint, incident or claim.
- 7.6 VetCheck may provide access to or a copy of a recording, and may impose reasonable conditions on any access or disclosure, if:
- (a) the Caller has consented to the access or disclosure and VetCheck agrees to it;
 - (b) the access or disclosure is authorised or required by law; or
 - (c) the access or disclosure is reasonably necessary to investigate or respond to a complaint, incident or claim and is permitted by law.
- 7.7 The Customer and Customer Personnel must not record, copy, retransmit or distribute an interaction with VetCheck Personnel without VetCheck's prior written consent and any consent required by law.
- 8. PRIVACY AND CONFIDENTIALITY**
- 8.1 Each party must comply with the privacy and direct marketing laws that apply to it. VetCheck will handle personal information in accordance with its privacy policy published on its website.
- 8.2 When VetCheck answers a Call, VetCheck will inform the Caller that the Call has been received by VetCheck, which has been engaged by the Customer to provide the Services. VetCheck will also inform the Caller that the Call will be recorded and give or make available any privacy collection notice required by law, including information about VetCheck's collection of information concerning the Caller and animal and its disclosure of Call Logs and related information to the Customer.
- 8.3 The Customer must ensure that any privacy notice, telephone message, website content or other communication it provides that refers to VetCheck or the Services is accurate and consistent with VetCheck's approved wording. The Customer warrants that it is authorised to disclose to VetCheck any personal information it supplies and to receive information disclosed by VetCheck under the Agreement.
- 8.4 VetCheck may use and disclose information to VetCheck Personnel, veterinary providers and service providers where reasonably required to provide, administer, improve or protect the Services, comply with law or manage a complaint, incident or claim. VetCheck may use de-identified and aggregated information for analytics, quality assurance and service improvement.
- 8.5 Each party must keep the other party's confidential information confidential and use it only for the Agreement. This does not apply to information that is public other than through breach, independently developed or lawfully received from another source. A party may disclose confidential information to its personnel, professional advisers, insurers and service providers on a need-to-know basis, or as required by law.
- 9. SECURITY**
- 9.1 Each party must take reasonable steps to protect personal and confidential information in its possession or control from misuse, interference, loss and unauthorised access, modification or disclosure.
- 9.2 The Customer is responsible for the security of its devices, networks, email accounts, systems, access credentials and copies of Call Logs.
- 9.3 A party must notify the other without undue delay after becoming aware of a data or security incident that is reasonably likely to affect the other party or information handled under the Agreement, and must reasonably cooperate in responding to the incident.
- 10. PERSONNEL, THIRD-PARTY SERVICES AND AVAILABILITY**
- 10.1 VetCheck may use employees, contractors and service providers in Australia and overseas to provide or support the Services, subject to applicable law. VetCheck remains responsible for the performance of the Services by VetCheck Personnel.
- 10.2 The Services depend on telecommunications, internet, cloud, messaging, call-routing and other third-party services. Unless the Proposal expressly states otherwise, VetCheck does not guarantee any service level or response time, or that the Services will be continuous, uninterrupted, secure, error-free or able to answer every call.
- 10.3 VetCheck may change its scripts, triage and referral processes, reporting formats, systems, operational procedures and third-party providers where reasonably required for clinical, safety, legal, regulatory, operational or technical reasons. VetCheck will not materially reduce the Services specified in the Proposal unless required by law, safety considerations or circumstances beyond its reasonable control.

- 10.4 Neither party is liable for delay or failure caused by an event beyond its reasonable control, except that this does not excuse the Customer from paying Fees for Services already supplied. The affected party must notify the other and take reasonable steps to minimise the effect.
- 11. INTELLECTUAL PROPERTY, CUSTOMER CONTENT AND ACCEPTABLE USE**
- 11.1 VetCheck and its licensors own all intellectual property rights in the Services and VetCheck materials, including its systems, scripts, workflows, triage processes, templates, reports, content and know-how. The Customer receives only a non-exclusive right to use materials supplied to it as reasonably necessary to receive the Services and maintain its clinical, operational and business records.
- 11.2 The Customer retains ownership of Customer Content and grants VetCheck a non-exclusive, royalty-free licence to use, reproduce, adapt and communicate it as reasonably required to provide, administer and improve the Services, comply with law and exercise VetCheck's rights under the Agreement.
- 11.3 The Customer warrants that Customer Content is accurate, complete, current and lawful, that it has all rights needed to supply it, and that VetCheck's permitted use will not infringe another person's rights. VetCheck may rely on Customer Content and is not required to verify it.
- 11.4 VetCheck may adapt Customer Content for clarity, technical compatibility, operational requirements, legal compliance or consistency with the Services, and may decline to use content it reasonably considers inaccurate, misleading, unsafe, unlawful or inappropriate.
- 11.5 Nothing in this clause limits the Customer's right to use a Call Log for clinical care, operational purposes, record keeping, complaints, insurance or legal compliance.
- 11.6 The Customer and Customer Personnel must not use the Services unlawfully or misleadingly; interfere with, disrupt, test, bypass or gain unauthorised access to VetCheck systems or records; introduce malicious code; or copy, disclose or use VetCheck materials except as permitted by the Agreement.
- 12. SUSPENSION AND TERMINATION**
- 12.1 VetCheck may suspend all or part of the Services:
- (a) after giving the Customer at least five (5) Business Days' written notice, if the Customer:
 - (i) has not paid an overdue amount that is not subject to a genuine dispute; or
 - (ii) has materially breached the Agreement and has not remedied the breach within the notice period; or
 - (b) immediately, to the extent reasonably necessary to prevent or address a material and imminent risk to:
 - (i) the health or welfare of an animal;
 - (ii) the safety of a Caller, VetCheck Personnel or another person;
 - (iii) compliance with applicable law or professional requirements;
 - (iv) the security or integrity of VetCheck's systems or records; or
 - (v) VetCheck's reputation arising from the Customer's conduct, instructions or communications.
- 12.2 VetCheck must notify the Customer of the suspension and its reasons as soon as reasonably practicable, limit the suspension to what is reasonably necessary and restore the Services promptly after the reason for the suspension has been addressed. VetCheck may suspend all or part of the Services immediately if the Customer materially breaches the Agreement, provides materially inaccurate information, creates a safety, clinical, legal or reputational risk, or if suspension is reasonably required to protect an animal, Caller, person, system or legal obligation. If the Services are suspended under clause 12.1(a)(i), VetCheck is not required to restore them until the overdue amount has been paid or otherwise resolved.
- 12.3 Either party may terminate the Agreement immediately by written notice if the other party materially breaches it and, where the breach can be remedied, does not remedy it within 10 Business Days after receiving notice requiring it to do so, or becomes insolvent or ceases business. VetCheck may also terminate the Agreement immediately by written notice if the Customer has not paid an overdue amount that is not subject to a genuine dispute within 10 Business Days after receiving written notice requiring payment.
- 12.4 VetCheck may terminate the Agreement immediately by written notice if continuing to provide the Services would be unlawful or create a material and imminent risk of the kind described in clause

- 12.1(b), and VetCheck reasonably considers that the risk cannot adequately be addressed by suspension or another reasonable measure.
- 12.5 If the Customer gives notice of termination, the Agreement will terminate at the end of the period covered by the Access Fees already paid by the Customer. Until that date, the Customer may continue to access the Services, subject to VetCheck's rights under clause 12.1 and provided the Customer continues to comply with this Agreement, including by paying all Fees when due. Except as required by law or stated in the Proposal, Access Fees already paid are non-refundable, including where VetCheck suspends the Services or terminates the Agreement because of the Customer's breach. When termination takes effect, the Customer must stop directing Calls to VetCheck, remove references to VetCheck from its communications and pay all Fees accrued up to the termination date.
- 12.6 Clauses 6, 7, 8, 9, 11, 13, 14, 16 and any provision intended by its nature to survive continue after termination.
- 13. INDEMNITY**
- The Customer indemnifies VetCheck against loss, liability, cost or expense reasonably incurred by VetCheck in connection with a third-party claim, complaint, investigation or regulatory enquiry, to the extent caused by:
- (a) a material breach of the Agreement or applicable law by the Customer or Customer Personnel;
 - (b) a negligent, unlawful or wilful act or omission of the Customer or Customer Personnel;
 - (c) materially inaccurate, incomplete or misleading Customer Content or instructions supplied by or for the Customer; or
 - (d) a service, representation or undertaking provided or made by the Customer or Customer Personnel.
- The indemnity does not apply to the extent the loss, liability, cost or expense was caused or contributed to by VetCheck's breach of the Agreement, negligence or wilful misconduct. VetCheck must take reasonable steps to mitigate its loss and notify the Customer promptly of any matter for which it seeks indemnification.
- 14. LIABILITY AND DISCLAIMER**
- 14.1 Nothing in the Agreement excludes, restricts or modifies a right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified.
- 14.2 If the Australian Consumer Law, as contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth), applies and permits VetCheck to limit its liability for failure to comply with a consumer guarantee, VetCheck's liability is limited, at its option, to supplying the Services again or paying the cost of having them supplied again.
- 14.3 Subject to clause 14.1, neither party is liable for any indirect or consequential loss, or loss of profit, revenue, goodwill, opportunity, anticipated savings or data, arising from the Agreement.
- 14.4 Subject to clauses 14.1 and 14.3, VetCheck's aggregate liability arising from the Agreement is limited to the greater of \$100 and the Access Fees paid or payable by the Customer in the 12 months before the event giving rise to the claim.
- 14.5 Clause 14.4 does not limit:
- (a) the Customer's obligation to pay the Fees;
 - (b) the Customer's liability under clause 13; or
 - (c) either party's liability to the extent caused by its fraud or wilful misconduct.
- 15. AMENDMENTS**
- 15.1 VetCheck may amend the Agreement by giving reasonable notice. If an amendment materially adversely affects the Customer, VetCheck will give at least 30 days' notice and the Customer may terminate before it takes effect by written notice, despite clause 12.3. The Customer must pay Fees for Services supplied up to termination.
- 15.2 The Customer's continued receipt of the Services after an amendment takes effect constitutes acceptance of the amended Agreement.
- 16. GENERAL CLAUSES**
- 16.1 Notices must be in writing and may be delivered by hand, post or email to the latest contact details supplied by the recipient. An email is received on the date that the email was sent provided that

- the recipient or their email server confirms receipt of the email (which can include confirmation via a "delivery receipt" or "read receipt") unless the sender receives a delivery failure notice; if received outside 9.00 am to 5.00 pm on a Business Day in Melbourne, it is taken to be received at 9.00 am on the next Business Day.
- 16.2 Before starting court proceedings, a party must give written notice of the dispute and the parties must try in good faith for 10 Business Days to resolve it. This does not prevent urgent interlocutory or injunctive relief.
- 16.3 The parties are independent contractors. Neither party may bind the other or represent that it is the other's partner, agent or employee.
- 16.4 The Agreement is the entire agreement about its subject matter. Any earlier representation or agreement is superseded, subject to the order of precedence in clause 1.2. A brochure, charter or operational guide is non-contractual and subject to the Agreement unless the Proposal expressly incorporates it.
- 16.5 A waiver must be in writing. A delay or failure to exercise a right is not a waiver. If a provision is invalid or unenforceable, it is severed to the minimum extent necessary and the remainder continues.
- 16.6 Neither party may assign its rights or novate the Agreement without the other party's prior written consent, which must not be unreasonably withheld or delayed. However, VetCheck may assign or novate the Agreement to a related body corporate or a bona fide purchaser of all or substantially all of the business to which the Services relate if:
- (a) the recipient assumes VetCheck's obligations under the Agreement;
 - (b) VetCheck reasonably considers that the recipient has the capacity to perform those obligations;
 - (c) the Customer's rights under the Agreement are not materially reduced; and
 - (d) VetCheck gives the Customer reasonable written notice.
- 16.7 In the Agreement, including is not limiting; the singular includes the plural and vice versa; and person includes an individual, body corporate, partnership, trust and government body.
- 16.8 The Agreement is governed by the laws of Victoria, Australia. Each party submits to the exclusive jurisdiction of the courts of Victoria and the Commonwealth courts of Australia.