



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

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ADELAIDE, THURSDAY, 5 JANUARY 2023

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**All instruments appearing in this gazette are to be considered official, and obeyed as such**

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## STATE GOVERNMENT INSTRUMENTS

### AQUACULTURE ACT 2001

#### *Grant of Aquaculture Lease*

Pursuant to the provisions of Section 22 of the *Aquaculture Act 2001*, notice is hereby given of the grant of the following lease for the purposes of aquaculture in the waters of Point Pearce, South Australia:

LA00486

Further details are available for the above lease on the Aquaculture Public Register; which can be found at:

[http://www.pir.sa.gov.au/aquaculture/aquaculture\\_public\\_register](http://www.pir.sa.gov.au/aquaculture/aquaculture_public_register)

or by contacting Aquaculture Leasing & Licensing on 8207 5332.

Dated: 20 December 2022

MANDEE THEIL  
Aquaculture Environmental Assessment Officer

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### AQUACULTURE ACT 2001

#### *Grant of Aquaculture Lease*

Pursuant to the provisions of Section 22 of the *Aquaculture Act 2001*, notice is hereby given of the grant of the following lease for the purposes of aquaculture in the Lincoln aquaculture zone, Port Lincoln, South Australia:

LA00516

Further details are available for the above lease on the Aquaculture Public Register; which can be found at:

[http://www.pir.sa.gov.au/aquaculture/aquaculture\\_public\\_register](http://www.pir.sa.gov.au/aquaculture/aquaculture_public_register)

or by contacting Aquaculture Leasing & Licensing on 8207 5332.

Dated: 21 December 2022

GEORGIA MACAULAY  
Aquaculture Environmental Assessment Officer

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### BUILDING WORK CONTRACTORS ACT 1995

#### *Exemption*

Take notice that, pursuant to Section 45 of the *Building Work Contractors Act 1995*, I, Zoe Thomas as a delegate for the Minister for Consumer and Business Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

DAVID GEORGE HAYDEN BLD 10818

#### SCHEDULE 2

Additions to an existing single storey residential dwelling at Allotment 62 in Deposited Plan 10092 being a portion of the land described in Certificate of Title Volume 5131 Folio 973, more commonly known as 15 Flotilla Street, Seaford SA 5169.

#### SCHEDULE 3

1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
2. This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
3. That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of Consumer and Business Services (CBS). Before giving such authorisation, CBS may require the licensee to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:
  - Providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period from the date of completion of the building work the subject of this exemption;
  - Providing evidence of an independent expert inspection of the building work the subject of this exemption;
  - Making an independent expert report available to prospective purchasers of the property;
  - Giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated: 29 December 2022

ZOE THOMAS  
Assistant Director, Licensing  
Delegate for the Minister for Consumer and Business Affairs

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## FAIR TRADING (MOTOR VEHICLE INSURERS AND REPAIRERS) AMENDMENT ACT 2021

**MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT –  
commencing 1 May 2017****PREAMBLE**

It is in the interests of government, Insurers, Policyholders and Repairers to promote the efficient operation of, and consumer confidence in, professional and competitive Motor Vehicle insurance and repair industries in Australia.

The economic activity created by a competitive Motor Vehicle insurance market and repair Industry market will create and maintain skilled employment, efficient customer service and viable and cost effective Motor Vehicle repair and insurance industries.

The content of the Code and matters covered by it have been guided by the Australian Government's response to the Productivity Commission and the Terms of Reference, set by the Australian Government, for the Smash Repair and Insurance Industry Implementation Taskforce.

Repairers and Insurers acknowledge that for the purposes of promoting an efficient and competitive Industry:

(a) In recognition of Repairers right to freely structure their business arrangements, this Code provides for minimum, Industry-wide, standards in matters such as:

- Transparency, disclosure and fairness in relation to Insurers' NSR schemes;
- Transparency, disclosure and fairness in relation to quotation processes, times and rates, Repairer choice and use of parts;
- Responsibility for quality, safety and warranties;
- Minimum terms of payment; and
- An independent external dispute resolution mechanism.

(b) In recognition of Insurers' right to freely structure their business arrangements, and as required by the Government Response to the Productivity Commission's recommendations, this Code does not specify, on an Industry-wide basis, matters such as:

- minimum hourly rates or prices;
- 'standard' hours for repair jobs;
- types of parts to be used;
- Industry-wide PSR selection criteria and/or weightings for PSR criteria;
- compulsory choice of Repairer;
- requirements to spread work among Repairers; or
- particular conditions of guarantees.

**1 PRINCIPLES OF THE CODE**

This Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies, based on mutual respect and open communication.

Signatories agree to observe high standards of honesty, integrity and good faith in conducting their business with each other and in the provision of services to Customers, and observe Australian Law.

The Code will specify standards of fair-trading, process and transparency in the relationship between Insurers and Repairers. There should not be any alteration to the commercial relationships between individual Insurers and Repairers, other than as provided in this Code and in accordance with the principles of the Code.

The Code will provide efficient, accessible and transparent dispute resolution processes for issues arising between individual Repairers and individual Insurers.

The Code should also provide Signatories with access to the Code Website in which disputes can be lodged and recorded.

Insurers and Repairers agree they have a responsibility to ensure vehicle repairs are authorised and carried out in a professional manner and to ensure that the safety, structural integrity, Presentation and utility of the vehicle are restored. In doing so:

1.1 Insurers will authorise repairs covered by the Policy with the objective of:

- (a) restoring the safety, structural integrity, Presentation and utility of the Motor Vehicle;
- (b) complying with relevant Australian law; and
- (c) Fulfilling their obligations to the Policyholder in accordance with the provisions of their Policy and the provisions of the General Insurance Code of Practice relating to insurance claims.

1.2 Repairers will carry out repairs with the objective of:

- (a) restoring the safety, structural integrity Presentation and utility of the Motor Vehicle;
- (b) complying with relevant Australian law; and
- (c) Fulfilling their obligations to the Insurer under the provisions of the applicable contract of repair.

1.3 Signatories agree that at all times they, their staff and their representatives will behave in a professional and courteous manner. This includes not engaging in, condoning, or permitting behaviour that is offensive, harassing, threatening, inappropriate, abusive, bullying or intimidating.

1.4 Signatories should seek to resolve their disputes informally wherever possible.

**2 SCOPE**

The Code is mandatory in New South Wales and is a voluntary Code in other jurisdictions across Australia and applies to all Signatories. Signatories agree to be bound by the Code. Signatories agree that they will promote the Code and encourage non-Signatory Repairers and Insurers to become Signatories. Repairers and Insurers are encouraged to use the Code as a good practice guide in helping to settle disputes even if they are not Signatories.

This Code does not give rise to any legal relationship between Insurers and Repairers, other than any Code compliance required by law.

Where there is any conflict or inconsistency between this Code and any Australian law, that law prevails.

Nothing in the Code shall override existing legal rights and requirements between Insurers and their Customers.

The provisions of this Code are subject to relevant Australian law, including common law rights and obligations.

Nothing in this Code effects or prohibits the rights of either party to pursue dispute resolution elsewhere.

**2.1 Signatories**

A Person may become a Signatory by lodging a Code Signatory Notification Form with the CAC.

A Person ceases to be a Signatory by lodging a written notice advising the CAC they no longer wish to be a Signatory.

A Person may be required to comply with this Code by law.

**3. DEFINITIONS****In this Code:**

**"Applicant"** means the Person who starts an IDR, Mediation or Determination dispute process set out in clause 10, 11 or 12 of the Code.

**"Approved Determination Provider"** means a person, business, agency or group named in Schedule 2 of the Code.

**"Approved Determination Scheme"** is a dispute resolution process which follows the completion of both IDR and Mediation under this Code, as established by the CAC and published on the Code Website.

**"Approved Mediation Provider"** means a person, business, agency or group named in Schedule 1 of the Code.

**"Assessor"** means an employee, assessing contractor or agent of an Insurer, who is engaged to assess Motor Vehicle accident damage and/or negotiate Repair Estimates between Insurers and Repairers.

**"AUR Training Package"** means a national training package as approved by the Australian Government.

**"Business Ownership Structure"** means the principal owners of the business, or parent entity, which includes any other Person taking a financial interest in the business ownership.

**"CAC"** means the Code Administration Committee established in accordance with subclause 12.1 of this Code.

**"Choice of Repairer Policy"** means an Insurer's Policy terms in relation to whether it allows the Policyholder any choice, or otherwise, as to selection of Repairer.

**"Claimant"** means a Person covered by a Policy or a Person who has a claim against a Person covered by a Policy.

**"Code"** means the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the CAC.

**"Code Approved Assessor"** means an Assessor who complies with clause 4.3 of this code.

**"Code Approved Estimator"** means an estimator who complies with clauses 4.4 of this Code.

**"Code Website"** means [www.abrcode.com.au](http://www.abrcode.com.au).

**"Customer"** means a Policyholder and or Claimant.

**"Determination"** means the binding dispute resolution process referred to in clause 12 of the Code.

**"Event"** means an ICA classified event.

**"ICA"** means the Insurance Council of Australia Limited.

**"IDR"** means Internal Dispute Resolution process established by an Insurer under clause 11.2 of this Code.

**"Industry"** means the Motor Vehicle insurance and repair industries in Australia.

**“Insurer”** means a member of the ICA or any other Person who is in the business of insuring Motor Vehicles in respect of property damage and which, in the course of its business, engages or authorises Repairers to perform Repairs to Motor Vehicles.

**“Mediation”** means the mediation process referred to in clause 11.3 of the Code.

**“Mediator”** means an independent Person who is appointed to facilitate discussion between the Parties to a dispute to assist them to find a mutually acceptable resolution to their differences.

**“Motor Vehicle”** means a motor vehicle covered for damage under a Policy or which the Insurer otherwise requests the Repairer to Repair.

**“MTAA”** means the Motor Trades Association of Australia.

**“NSR”** means a network smash repairer being a Repairer promoted by an Insurer under an accreditation scheme operated by the Insurer and who is licensed to use the Insurer’s insignia or trademarks.

**“Parties”** means the Applicant and the Respondent to a dispute arising under clauses 10, 11 or 12 of the Code.

**“Parts Policy”** means the policy established by an Insurer in relation to a Policyholder’s insurance Policy, which explains the use of repair components in the Repair of the Motor Vehicle, which may include, but is not limited to, new, recycled (used or second hand) or non-genuine (aftermarket) or parallel parts.

**“PDS”** means a product disclosure statement required to be issued by an Insurer under Chapter 7 of the Corporations Act 2001.

**“Person”** means an individual or entity within the Industry.

**“Policy”** means a Motor Vehicle insurance policy over a Motor Vehicle issued by an Insurer, who is a Signatory to the Code.

**“Policyholder”** means an individual or entity who holds a Policy for a Motor Vehicle with an Insurer.

**“Presentation”** means the visual appearance of the repair work performed on the Motor Vehicle.

**“Publicly Available”** includes being published on the public pages of an Insurer’s websites.

**“Repair” or “Repairs”** means any work done by a Repairer to repair a Motor Vehicle or any of its components, systems or parts, where the work is covered by a Policy and where a claim is or will be made by a Claimant including but not limited to:

- (a) dismantling or assembling;
- (b) part or component replacement, adjustment, modification, installation or fitting; or
- (c) painting.

**“Repairer”** means any Person lawfully engaged in the business of effecting Repairs to Motor Vehicles in Australia.

**“Repairer Representative Organisation”** means the MTAA, any of its member or affiliated associations, or any other trade group or association representing Repairers.

**“Respondent”** means the Person with whom the Applicant has a dispute.

**“Serious Criminal Offence”** means any criminal offence under any Australian law for which an individual may be liable on first conviction to imprisonment for a period of not less than 2 years.

**“Signatories”** means those Insurers, Repairers and Repairer Representative Organisations which are listed on the Code register of Signatories and which have agreed to be bound by the provisions of this Code and which have not ceased to be bound by the Code.

**“Sub-let Repairer”** means a Person and/or entity, other than the Repairer, who carries out Repairs on a vehicle at the request of, or under contract with, the Insurer.

**“Sub-let Repairs”** means Repairs to be carried out by a Sub-let Repairer.



**4. INSURER AND REPAIRER RELATIONS****4.1 Repairers:**

- (a) will provide estimates and carry out repairs that are in accordance with:
- (i) the documented manufacturer's technical specifications including those supplied by other Industry recognised authorities; or
  - (ii) any lawful mandatory specifications and/or standards; or
  - (iii) methods that are consistent with standard Motor Vehicle warranty conditions; or
  - (iv) current Industry practice;
- while having regard to the age and condition of the Motor Vehicle.
- (b) will in their dealings with Insurers in relation to Repairs:
- (i) prepare estimates that provide for an appropriate scope of Repairs, ensuring that all Repairs are carried out in a safe, ethical, timely and professional manner and in accordance with the method of Repair and the parts specified by the Insurer and/or its agent;
  - (ii) not dismantle a Motor Vehicle for the purpose of preparing an estimate or report unless requested or authorised to do so by the Insurer; and
  - (iii) not hinder or prevent the Insurer or Claimant from seeking to obtain an alternative estimate.
- (c) may take clear digital images of the vehicle and all damage on the vehicle estimated in accordance with any CAC prescribed guidelines. The CAC may develop guidelines associated with the taking, submission, storage, data security and supply of digital images.
- (d) will not commence any insurance Repair without having the relevant Insurer's agreement and authorisation to proceed, excluding emergency repairs subject to a customer's PDS.

**4.2 Insurers will:**

- (a) not require Repairers to provide estimates, or carry out repairs that are not in accordance with:
- (i) the documented manufacturer's technical specifications including those supplied by other Industry recognised authorities; or
  - (ii) any lawful mandatory specifications and/or standards; or
  - (iii) methods that are consistent with standard Motor Vehicle warranty conditions; or
  - (iv) current Industry practice;
- while having regard to the age and condition of the Motor Vehicle.
- (b) in their dealings with Repairers in relation to Repair work:
- (i) provide Repairers with relevant details relating to the insurance claim that the Repairer reasonably requires in order to prepare an estimate or undertake the Repair, including their Parts Policy, details of Sub-let Repairs and payments by Customer including any excess or contribution charges;
  - (ii) consider estimates in a fair and transparent manner, and will not refuse to consider an estimate on unreasonable or capricious grounds;
  - (iii) pay the agreed amount for all work completed, that has been authorised or requested by the Insurer;
  - (iv) not remove a Motor Vehicle from a Repairer's premises without notifying the Repairer in advance and in writing, and compensating the Repairer for any legitimate or reasonable towing or storage costs associated with the Motor Vehicle and in compliance with relevant law; and
  - (v) not knowingly ask Claimants to drive unsafe or unroadworthy Motor Vehicles.
- (c) in non-Event periods, consider estimates and commence assessor communication with the Repairer within:
- for the period commencing 1 July 2017, an average of five (5) working days per repairer from the system receipt of the repairer's estimate subject to 4.2(d) and the reasonable availability of the vehicle and /or the customer's availability.

(d) If the time period in clause 4.2(c) cannot be achieved for an estimate/s due to vehicle location, repair complexity, periods of high volume or staffing shortages, the repairer must be notified of the delay and the reason for the delay, and a new assessing timeframe agreed.

#### **4.3 CODE APPROVED ASSESSORS**

(a) In the assessment of a Motor Vehicle under this Code, Signatories will only utilise the services of a 'Code Approved Assessor'.

(b) A Code Approved Assessor is a Person who, by no later 12 months after commencing their employment has:

- (i) a trade qualification and a minimum of five years of post-apprenticeship experience in their profession as a panel beater, spray painter or motor mechanic; or
- (ii) more than five years of experience as a motor insurance Assessor; or
- (iii) completed the CAC approved units, as set by the CAC from time to time, of the Certificate IV Vehicle Loss Assessing Course, being in the first instance August 2015, and until further such review:

- AURVNA4001 Provide vehicle loss assessment and identify repair requirements;
- AURVNA4004 Apply insurance knowledge to vehicle loss assessment;
- AURVNN4001 Evaluate vehicle bodywork for damage and identify repair requirements;
- AURVNP4001 Evaluate vehicle paintwork for damage and identify refinish requirements; and
- AURVNA4002 - Provide vehicle total loss assessment;

or their equivalent in the AUR Training Package.

(c) Signatories who employ a Code Approved Assessor must ensure that they are provided with ongoing training and/or development through their employer or via membership of a relevant professional body.

(d) Insurers who utilise the services of independent Code Approved Assessors must require that those Assessors have access to ongoing training and/or development through their employer or via membership of a relevant professional body. This provision only takes effect in any contracts entered into or renewed after the implementation date of the Code.

#### **4.4 CODE APPROVED ESTIMATORS**

(a) In the estimation of a Motor Vehicle under the Code, Signatories will only utilise the services of a Code Approved Estimator, except when providing paintless dent repair estimates.

(b) A Code Approved Estimator is a Person who, by no later than 12 months after commencing their employment, has:

- (i) a trade qualification as a panel beater, spray painter or motor mechanic; or
- (ii) more than five years of experience in a motor trade or as an estimator; or
- (iii) completed the CAC approved units, as set by the CAC from time to time.

(c) Signatories who employ Code Approved Estimators should ensure that those estimators are provided with ongoing training and/or development.

## **5. NETWORK SMASH REPAIRER SCHEMES**

### **5.1 Notification of Opportunities to Apply for NSR Status**

- (a) Insurers that have NSR schemes will document and publish criteria for membership of those schemes, including information relating to the structure of such schemes.
- (b) Insurers will provide mechanisms for Repairers to register their interest in joining an NSR scheme. These mechanisms will be documented and Publicly Available.
- (c) Insurers will confirm a Repairer's registration of interest in writing and provide details of the criteria used by the Insurer to select a member of an NSR scheme.
- (d) Insurers will provide Repairers with a fourteen (14) day 'cooling off' period for consideration of an NSR agreement after it is executed by the Repairer.

### **5.2 Disclosure of information on NSR schemes**

- (a) Insurers will provide Repairers who are members of its NSR scheme with:
- (i) the criteria/requirements for retaining NSR status;
  - (ii) the key measures used to establish the performance of the Repairer;
  - (iii) regular information as to the Repairer's performance against key contractual measures;
  - (iv) the circumstances under which a Repairer's status within the NSR scheme can be changed;
- and,
- (v) the circumstances under which a NSR status can be terminated, withdrawn, suspended or removed.

### **5.3 Term of Agreement**

All NSR scheme agreements must be for a fair and reasonable term of not less than three (3) years, giving consideration to the time and investment a Repairer has had to make to gain and/or maintain accreditation under an NSR scheme.

### **5.4 Extension of Network Repairer Status**

In the event of any change in the Business Ownership Structure of a Repairer who is a member of an NSR scheme, the Repairer must advise the Insurer and provided the Insurer's existing NSR selection criteria are maintained and performance standards and probity and prudential concerns are met, the Insurer will provide the business NSR status for the remainder of the term of the original NSR agreement. If not, the membership may be terminated notwithstanding clause 5.

### **5.5 Termination of NSR Agreement – breach by Repairer**

- (a) This clause applies if:
- (i) a Repairer breaches an NSR agreement; and
  - (ii) the Insurer proposes to terminate the NSR agreement, and sub-clause 5.8 does not apply.
- (b) The Insurer must:
- (i) give to the Repairer reasonable notice that the Insurer proposes to terminate the agreement because of the breach;
  - (ii) tell the Repairer what the Insurer requires to be done to remedy the breach; and
  - (iii) allow the Repairer a reasonable time to remedy the breach.
- (c) For sub-clause 5.5(b)(iii), the Insurer does not have to allow more than thirty (30) days.
- (d) If the breach is remedied in accordance with sub-clauses 5.5(b)(ii) and 5.5(b)(iii), the Insurer cannot terminate the agreement because of that breach, unless the Repairer has in the previous three years been in breach and has been advised in writing that any further serious breach will result in the termination of the agreement.

### **5.6 Termination of NSR Agreement – based on performance criteria**

An Insurer may only terminate an NSR agreement based on a Repairer failing to meet performance criteria or standards, if:

- (a) the performance criteria or standards and the consequences of failure to meet such performance criteria or standards were disclosed to the Repairer prior to entering into the agreement;
- (b) the Repairer fails to meet those performance criteria or standards;

(c) the breach by the Repairer was subject to written notice by the Insurer to the Repairer advising of the detail of the breach and the Insurer provided the Repairer with a reasonable period of time in which to meet the performance criteria or standards; and

(d) the Insurer has treated the Repairer fairly in relation to the application and enforcement of performance criteria and standards.

#### **5.7 Termination of NSR Agreement – no breach by Repairer**

Other than at the expiry of the term of agreement, where a Repairer is not in breach of an NSR scheme agreement, an Insurer may not unreasonably terminate the agreement unless:

(a) the Insurer provides at least twelve (12) months' notice of its intention to terminate the agreement; or

(b) the Repairer requests or consents in writing to terminate the agreement earlier.

#### **5.8 Termination of NSR Agreement – special circumstances**

Insurers do not have to comply with sub-clauses 5.5, 5.6, or 5.7 if a Repairer:

(a) no longer holds a licence that the Repairer must hold to carry on its repair business;

(b) becomes a bankrupt, insolvent or enters external administration;

(c) is convicted of a Serious Criminal Offence;

(d) is fraudulent in connection with the operation of the repair business or engages in serious misconduct; or

(e) agrees to terminate the NSR agreement.

### **6. ESTIMATE, REPAIR AND AUTHORISATION PROCESS**

6.1 Where competitive estimates are sought:

(a) Insurers will ensure the estimation process is fair and transparent;

(b) Insurers will require that estimates are comprehensive, complete and inclusive of all obvious damage; and

(c) Repairers will provide estimates in accordance with sub-clause 4.1(a).

6.2 Signatories acknowledge ongoing changes in the Industry in relation to the development of realistic times and rates, such that:

(a) Insurers will state clearly the preferred estimation methodology to be applied;

(b) Subject to sub-clause 6.2(a), Repairers may submit an estimate in realistic times and rates recognising the Insurer's right to obtain an alternative estimate; and

(c) Repairers in their estimation methodology may separately cost paint, parts, significant consumables and mandatory government environmental levies/charges in so far as they apply to a repair.

6.3 Without limiting Insurers' and Repairers' rights to fair and transparent negotiation, the Insurer may not unreasonably or arbitrarily alter the Repairer's estimate unless the Insurer insists on changing the repair process, parts or materials to be used (subject to sub-clause 7.4).

6.4 While Insurers may enter into commercial arrangements with Repairers that specify performance targets, Insurers will not unduly influence any Repairer to submit estimates on the basis of inducements of further work.

**7. REPAIR WARRANTIES**

7.1 An Insurer will provide details in writing to the Repairer of the warranty cover the Insurer provides to its Customer including the Insurer's responsibilities under any lifetime warranty.

7.2 Unless otherwise required by law, Repairers will provide Insurers with a warranty in respect of their workmanship for a period of three (3) years from the date of repair unless a longer period is offered.

7.3 Repairers shall only be required to provide a guarantee for parts and/or paint to the extent that the manufacturer, distributor, supplier or importer of the parts and/or paint is so liable under an express warranty or under the law, other than to the extent that the quality of the repair arising from the use of the parts and/or or paint arises from faulty workmanship.

7.4 If repairs are carried out under a contract between the Insurer and a Repairer, where an Insurer requires a Repairer to use a repair method or part that differs from that recommended by the Repairer, and the Insurer and Repairer are unable to reach agreement to that change, the Insurer will provide such a requirement in writing.

7.5 Where the Insurer provides a written requirement under sub-clause 7.4 the Insurer agrees to pay the direct loss or liability incurred by the Repairer by reason of a quality, structural, Presentation or safety defect caused by complying with the requirement. The Repairer must immediately notify the Insurer of any claim made against the Repairer that may give rise to a claim under this sub-clause. The Insurer is not liable to pay any loss or liability incurred by the Repairer to the extent that the loss or liability arises from faulty workmanship.

7.6 Where issues of workmanship arise, and where practicable, including taking into account Customer preference, the Repairer concerned must be offered the first option to effect required rectification.

7.7 Where repairs are undertaken by a Sub-let Repairer at the Insurer's direction the Insurer will take full responsibility for any claim that may arise from the repair by the Sub-let Repairer and reimburse any reasonable costs incurred by the principal Repairer as a result of an Insurer's nominated Sub-let Repairer not completing the Repairs as authorised in the allocated time.

**8. PAYMENT FOR REPAIRS**

8.1 In the ordinary course of business, an Insurer must pay agreed Repair costs no more than 30 days from settlement of the insurance claim or receipt by the Insurer or their agent of the final Repair invoice.

8.2 Where the Repairs undertaken, price, work or documentation is disputed, payment of the undisputed component will be paid in accordance with the payment terms of sub-clause 8.1.

8.3 Insurers will disclose alternative payment arrangements, if any, between those Repairers in, and those Repairers outside, of the Insurer's NSR scheme.

**9. SIGNATORY OBLIGATIONS**

9.1 Insurers will ensure their Product Disclosure Statement (PDS) refers to their Choice of Repairer Policy with an unambiguous identifier and page reference in the PDS's table of contents, and which sets out its Choice of Repairer Policy clearly and in plain language at the page referenced.

9.2 Insurers will clearly and in plain language explain their Parts Policy in;  
(a) their PDS with reference in the PDS's table of contents; and  
(b) related communications with Repairers.

9.3 Signatories will not:

- (a) make misleading or deceptive statements about the quality, capability or timeliness of a Repairer or group of Repairers;
- (b) make misleading or deceptive statements about the quality, safety or timeliness of Repairs based on who the Insurer is or the approach the Insurer uses to allocate repairs or manage claims;
- (c) engage in statements, actions or behaviour designed or intended to prevent or discourage a Customer from having any necessary rectification work following a Repair undertaken at the Repairer who completed the original Repairs.

9.4 Repairers will provide sufficient evidence to an Insurer to substantiate their claims for costs in relation to parts and work undertaken in a Repair for that Insurer.

9.5 Sub-clauses 9.1 and 9.3 also apply to telephone enquiries and Insurers websites.

9.6 The obligations under Sub-clauses 9.1 and 9.2 commence upon an Insurer next updating its PDS (or Supplementary PDS) following the commencement of this sub-clause.

9.7 Where it becomes known that a Signatory shows a deliberate disregard to their due diligence and care towards the safety of the vehicle, an Insurer is required to report the matter to the appropriate government regulator and notify the Repairer of that report.

**10. REPAIR DISPUTE RESOLUTION**

This clause applies to disputes that arise prior to the commencement or completion of a Repair.

**10.1 Matters for dispute resolution**

(a) Where disputes arise relating to the appropriate Repair and where it is believed the safety, structural integrity, Presentation or utility of the Motor Vehicle will be compromised by the proposed repair method, and the dispute cannot be resolved under clauses 1 and 7, the provisions of clause 10 apply.

(b) Where there are repair disputes which arise prior to the completion of Repairs to a Motor Vehicle other than those described in 10.1(a) and 10.1(c) the Parties will at first instance use the provisions of clause 10. This does not prevent either party subsequently pursuing the matter under the provisions of clause 11 and 12 once the Motor Vehicle has been repaired.

(c) Disputes relating to the amount to be paid for Repairs, or differences of opinion as to the preferred Repair method, other than those outlined in sub-clause 10.1(a), are matters for individual Repairer/Assessor negotiation and cannot be disputed under the provisions of clauses 10 or 11 or 12.

(d) Clause 11 or 12 will not apply to disputes covered by sub clauses 10.1(a) and 10.1(c).

**10.2 Notification of Dispute**

(a) In the event of a dispute under this clause 10, a dispute must be registered through the Code Website.

(b) The dispute notification must contain:

- (i) the names and contact details of the Applicant and the Respondent;
- (ii) adequate information about the nature of the dispute;
- (iii) specific reference to the relevant clause(s) of this Code and the reason(s) why the Respondent is alleged to be non-compliant with the Code;
- (iv) adequate supporting documentation about the dispute; and
- (v) an explanation as to what outcome the Applicant seeks.

(c) The Applicant will not seek to hinder others by submitting a dispute under the Code that is not specifically applicable to the Code.

(d) A dispute notification is invalid if it is lodged more than forty five (45) days after acceptance of payment for Repairs.

**10.3 Dispute Resolution Procedure**

(a) Upon notification of a Repairer-initiated dispute, the Insurer will properly investigate the issue, including the supporting information provided by the Repairer and will within two business days make a determination.

(b) As part of this process, the Insurer will consider the relevant information, may inspect the Motor Vehicle and will discuss the dispute with the Repairer, including the reasons supporting the determination.

(c) If the Respondent agrees to a face-to-face meeting, a neutral location is to be identified, if practicable, unless otherwise agreed between the Parties.

(d) If the Repairer disagrees with the determination of the Insurer the Repairer retains the right to refuse to carry out the repairs and in that case the Insurer may transfer the vehicle to another Repairer.

(e) The Insurer agrees to report to the CAC on an annual basis detailing the number, nature and outcome of disputes raised under clause 10.

**11. DISPUTE RESOLUTION PROCESS**

This clause applies to disputes arising from clauses 4 to 9 of the Code and disputes over contractual arrangements.

**11.1 Application and Principles**

- (a) The procedure in this section applies to all disputes relating to alleged non-compliance with the Code and to disputes of a contractual nature but does not apply to disputes which are described in sub-clause 10.1(a) and 10.1(c).
- (b) Insurers and Repairers agree that disputes relating to alleged non-compliance with the Code and to disputes of a contractual nature, should be resolved promptly, transparently and fairly.

**11.2 Internal Dispute Resolution**

- (a) Each Insurer will establish an IDR mechanism that provides for the prompt, transparent and fair resolution of disputes.
- (b) Disputes must in the first instance be registered through the Code Website, whereupon the CAC will immediately advise the relevant Insurer of the IDR dispute lodgement.
- (c) The dispute notification must contain:
- (i) the names and contact details of the Applicant and the Respondent;
  - (ii) adequate information about the nature of the dispute;
  - (iii) specific reference to the relevant clause(s) of the Code and the reason(s) why the Respondent is alleged to be non-compliant with the Code;
  - (iv) supporting documentation about the dispute;
  - (v) an explanation as to what outcome the Applicant seeks.
- (d) Insurers will provide to the Repairer a written acknowledgement of the complaint within three (3) business days. Repairers and Insurers will conclude the IDR process within nine (9) clear business days following CAC notification, unless otherwise agreed to by both Parties.
- (e) If the Repairer disagrees with the outcome of an IDR process, they can elevate the dispute to Mediation.

**11.3 Mediation**

- (a) To commence a Mediation action under the Code, the Applicant must lodge a notice of dispute with the CAC through the Code Website or its nominee and the Respondent, providing the following information:
- (i) the names and contact details of the Applicant and the Respondent;
  - (ii) adequate information about the nature of the dispute;
  - (iii) specific reference to the relevant clause(s) of this Code and the reason(s) why the Respondent is alleged to be non-compliant with the Code;
  - (iv) supporting documentation about the dispute;
  - (v) an explanation as to what outcome the Applicant seeks
- (b) The Applicant and the Respondent may then either agree on a Mediator, or if the Parties cannot agree on a Mediator within two business days, the Applicant may nominate an Approved Mediation Provider as set by the CAC in Schedule 1 of the Code.
- (c) Subject to sub-clause 11.3(e), the Mediator may decide the time and place for the conduct of the Mediation. In doing so, the Mediator is to ensure that location is neutral and acceptable to both Parties.
- (d) Any face-to-face Mediation under this Code must be conducted in the state or territory in which the repairs took place and within a reasonable distance of the Repairer's premises, unless otherwise agreed by the Parties.
- (e) The Parties participating in the Mediation should try to resolve the dispute within 15 business days of the notification of the dispute, unless otherwise agreed to by both Parties.
- (f) Those participating in the Mediation must have the authority to enter into an agreement to settle the dispute.
- (g) An observer may attend a Mediation at the invitation of either party to a dispute but only if both Parties to the dispute agree, and if the observer has agreed to be bound to confidentiality.



- (h) An observer who is attending the Mediation with the agreement of both Parties may additionally act as an adviser or a representative of a party to a dispute during the Mediation if both Parties further agree.
- (i) If the Mediation does not result in an outcome acceptable to both the Applicant and the Respondent, or the dispute proves incapable of resolution by Mediation, the Mediator will provide a written statement to the Applicant and the Respondent setting out:
- (i) the Parties to the dispute;
  - (ii) an outline of the dispute; and
  - (iii) a list of unresolved issues.
- (j) Any statement issued under sub-clause 11.3(i) must remain confidential between the Parties to the dispute, the Mediator and any observers or other participants present at the Mediation.
- (k) Disclosure of any statement under sub-clause 11.3(i) to a third party requires the consent of the Applicant and the Respondent except where disclosure is required by law.
- (l) At the conclusion of the Mediation the Mediator should advise the CAC in writing whether the issues were resolved, partly resolved or not resolved.
- (m) The Mediator may seek part payment by the Parties prior to the commencement of a Mediation, the pre-payment being equivalent to the cost of the minimum time of Mediation (as set by the nominated Mediator) with the payment split equally between the Parties.
- (n) The result of the Mediation or documents related to the Mediation remain confidential unless the CAC is provided with the express written approval and agreement of both Parties to the dispute, or except where such disclosure is required by law.
- (o) Participation in Mediation is mandatory for Signatories.

#### **11.4 Conditions**

- (a) This clause does not affect the right of a party to take legal action in relation to a dispute.
- (b) The Parties will share the costs of Mediation equally under this sub-clause 11.4, unless they agree otherwise.
- (c) The Parties must pay for their own costs of attending the Mediation.
- (d) The Parties must mediate in good faith.
- (e) If a party has commenced dispute resolution and/or mediation outside of this Code the party cannot revert to the Code's dispute resolution process until the dispute resolution and/or mediation has been finalised.

#### **12. Approved Determination Scheme under the Code**

12.1 The CAC shall establish an Approved Determination Scheme for the resolution of matters under the Code.

12.2 The Approved Determination Scheme will be available on the Code Website.

12.3 Determination using the Approved Determination Scheme may be sought by Signatories via the Code Website.

12.4 Determination using the Approved Determination Scheme can only proceed after IDR and Mediation processes have been concluded.

12.5 The CAC will review the Approved Determination Scheme 12 months from the date of commencement.

12.6 The CAC will identify Approved Determination Providers in Schedule 2 of the Code.

12.7 Participation in Determination is mandatory for Signatories. Signatories agree to be bound by the Approved Determination Scheme and the decision of the determination provider.

**13. ADMINISTRATION****13.1 Code Administration Committee**

- (a) The Code will be administered by the CAC;
- (b) The CAC will consist of Signatories being:
  - (i) three appointees of ICA; and
  - (ii) three appointees of MTAA.
- (c) Members of the CAC shall hold office for a period of two (2) years, but may be re-nominated for further two (2) year periods subject to sub-clause 13.1(d) of the Code;
- (d) The ICA and MTAA can replace or substitute their respective appointees at any time and for any reason, but in the spirit of the Code each will endeavour to ensure continuity of representation at CAC;
- (e) The members of the CAC will elect one of their number as chairperson for a 12 month period on the basis that an appointee of ICA and an appointee of MTAA will rotate as chairperson and the first rotation shall be determined by lot;
- (f) The chairperson will be responsible for arranging for administrative support for the CAC activities;
- (g) The CAC will meet at least two times a year, but may meet more frequently as required; and
- (h) Changes to the Code can be made by the CAC only on a consensual basis.

**13.2 Role of the CAC**

The CAC:

- (a) will develop a protocol for the appointment, establishment and operation of a national panel of Mediators;
- (b) will monitor compliance with the Code;
- (c) will produce a publicly available annual report on the Code and provide a copy of the report to the relevant Australian Government Minister. The report will include:
  - (i) an assessment of Insurer and Repairer compliance with the Code;
  - (ii) the number and type of applications for Mediation under the Code; and
  - (iii) any other matters the CAC considers relevant to the Code;
- (d) will develop its own administrative procedures and protocols and obtain adequate funding to administer and monitor the Code from ICA and MTAA;
- (e) will advise on the promotion of the Code within the Industry; and
- (f) will conduct an initial internal review of the operation of the Code 12 months after the commencement of operation of the Code on 1 September 2006. This is to be followed by an external review of the operation of the Code every three years from the commencement of the Code;
- (g) may be consulted on interpretation of any clause in this Code;
- (h) may receive from Signatories or others information related to alleged breaches of the Code;
- (i) may refer alleged breaches of the Code to the appropriate government regulator.

**13.3 Confidential Information**

The appointees to the CAC must not disclose any confidential information acquired in the course of their appointment to the CAC unless required by law to do so.

## **RULES OF THE Motor Vehicle Insurance and Repair Industry Code of Conduct**

### **APPROVED DETERMINATION SCHEME RULES**

The Motor Vehicle Insurance and Repair Industry Code of Conduct (**Code**) Approved Determination Scheme Rules (**Rules**) have been introduced by the Motor Vehicle Insurance and Repair Industry Code of Conduct Administration Committee (**CAC**) to provide fair, quick and cost-effective resolution of claims in those matters involving signatories.

The Rules complement existing modes of dispute resolution, including internal dispute resolution (where matters are resolved without recourse to assistance from a third party) and mediation (where a mediator is appointed by the parties through the CAC to assist the parties to reach a negotiated outcome to the dispute).

Determination is a process whereby an independent third party is appointed to issue a final and binding order on the parties, resolving the dispute in the form of a written decision.

The Code requires that parties in dispute first attempt to resolve their differences informally, and by way of the Code's internal dispute resolution and mediation schemes, before entering into determination.

The CAC may withdraw, amend or review the Rules as required.

#### **PRELIMINARY**

- 1.1. The Rules apply only to disputes between signatories relating to matters referred to in the Code, and is restricted to those matters that can be disputed under the Code.
- 1.2. To the extent that the Rules and the Code conflict, the Code shall take precedence.
- 1.3. The parties may agree to any alternative or amendment to the Rules prior or during the dispute resolution process.
- 1.4. The parties may agree to any third party acting as the determination provider (Agreed Determination Provider). If the parties are unable to agree on an Agreed Determination Provider, the applicant shall nominate an approved determination provider as set out in Schedule 1 of the Code (Approved Determination Provider) (collectively Determination Provider).
- 1.5. For the purposes of the Rules, a Determination Provider may include an entity that nominates a determiner to act in that capacity (Determination Nominator). The Determination Nominator shall determine, taking into account the circumstances of the dispute and the preferences of the parties, whether to appoint a single determiner or a panel of determiners and the level of skills and industry knowledge required of the determiner or determiners.
- 1.6. Participation and compliance with the Code and the Rules is mandatory for all signatories of the Code until 31 December 2018 or the CAC determines otherwise.

- 1.7. In referring their dispute for resolution under the Rules, the parties to the dispute agree that the CAC and the Determination Provider, including its agents, employees, officers and any person or persons appointed as Determination Provider, are not liable to any party for or in respect of any act or omission arising out of or in connection with the Rules unless such act or omission is shown to have been fraudulent or corrupt.

#### **APPLICATION FOR DETERMINATION**

- 2.1. If the parties have not resolved their dispute after mediation, a party has twenty-eight (28) days from the date of mediation to apply on the CAC website for the dispute to proceed to determination.
- 2.2. After receipt of an application through the CAC website, either:
- a. Where the parties use an Agreed Determination Provider, the applicant shall forward its application to the Agreed Determination Provider within two (2) business days; or
  - b. Where the parties use an Approved Determination Provider, the applicant shall forward its application to the Approved Determination Provider within two (2) business days.
- 2.3. The parties may advise the CAC if the Determination Provider is unwilling or unable to act in accordance with the Code and the Rules. If the CAC agrees, it shall appoint an alternative Determination Provider as soon as reasonably practicable, and will advise the parties and the Determination Provider accordingly.

#### **MEDIATION**

- 3.1. The documents previously submitted to the mediator shall on agreement of the parties be passed on to the Determination Provider, together with any report provided by the mediator on the facts, issues and claims. The mediator must not communicate to the Determination Provider any suggestions for settlement of the dispute nor any information given in confidence by either party nor any views expressed.
- 3.2. The mediator involved in the mediation phase of the dispute must not act as an advocate, adviser or witness for a party during the determination phase, act as a Determination Provider or be required to disclose any information about any matter arising during the mediation phase unless otherwise agreed by the parties.

#### **COSTS**

- 4.1. Each party shall bear its own costs for the determination regardless of the outcome.
- 4.2. The Determination Provider's fees and expenses, including but not limited to the cost of providing a venue for the determination, shall be initially borne by the applicant.
- 4.3. The costs set out in Rule 4.2 shall in principle be borne by the unsuccessful party as part of the Determination Provider's decision. However, the Determination Provider may apportion those costs between the parties in the decision if the Determination Provider considers that apportionment is reasonable, taking into account the circumstances of the dispute.

4.4. The CAC may set a maximum hourly rate an Approved Determination Provider may charge.

#### **DETERMINATION PROCEDURE**

5.1. The Determination Provider shall:

- a. Adopt procedures suitable for quick, cost-effective and fair determination of the dispute, minimising formality as far as possible;
- b. Be independent of, and act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting its case and dealing with that of any opposing party;
- c. Apply the Code and the Rules in managing determination procedures and making decisions under this scheme; and
- d. Only seek information related specifically to the matter under dispute.

5.2. The parties shall:

- a. Do all things reasonably necessary for the quick, cost-effective and fair determination of the dispute; and
- b. Comply without unreasonable delay with any direction or ruling by the Determination Provider.

5.3. Unless amended by the Determination Provider or as agreed by the parties, the dispute resolution process shall proceed in the manner set out below.

- a. The applicant shall, within twenty-eight (28) days of the date on which the application for determination is submitted in accordance with Rules 2.1 and 2.2, provide to the other party or parties and to the Determination Provider a document specifying the nature and basis of the claim, the amount claimed (and how it has been calculated) and any other remedy sought, and shall enclose copies of all documents and any witness statements or expert reports relied upon in support of the claim.
- b. Within twenty-eight (28) days of the applicant submitting its claim, the respondent or respondents shall submit its response to the applicant's claim, setting out what it says as to the nature and basis of the claim, and shall enclose copies of all documents and any witness statements or expert reports relied upon by the respondent in response to the claim.
- c. The Determination Provider may make further directions or rulings as he or she considers reasonably appropriate in the circumstances. The Determination Provider may seek further information from either or both parties to assist in making a decision.
- d. The Determination Provider shall determine the matter on the written material served or produced under this Rule unless:

- i. Otherwise agreed by the parties; or
  - ii. The Determination Provider or all parties consider that an oral hearing is necessary to explain or resolve conflicts in the written material in relation to any one or more of the issues in dispute.
- e. If an oral hearing is held on any one or more of the issues in dispute, then such oral hearing shall be conducted as soon as practicable at a time and in the manner directed by the Determination Provider, including any reasonable time limits on oral evidence and the provision of written opening addresses and final submissions.
- f. Any times set out under this Rule may be varied only by agreement of the parties. In the absence of such agreement and where a party shows proper cause, the Determination Provider may vary the times as he or she considers reasonable in the circumstances.
- g. Subject to Rule 5.3(f) and without the express, written approval of the Determination Provider, if any party fails to deliver anything required under the Rules within the dates specified, then:
- i. Where a response to a claim is not delivered, it shall be deemed not to be contested;
  - ii. Where a claim is not delivered, it shall deem to be abandoned;
  - iii. Where a claim is abandoned, the determination shall not proceed; and
  - iv. Otherwise, the determination shall proceed as the Determination Provider considers appropriate in the circumstances.

5.4. The law to be applied shall be the law of the State or Territory where the original dispute arose.

## DECISION

- 6.1. As soon as reasonably practicable after receiving all submissions and evidence, the Determination Provider shall make a final and binding written decision with reasons. The decision shall not include the names or any identifying information of the parties to the dispute or any customers associated with the dispute.
- 6.2. The decision made in accordance with Rule 6.1 shall be provided to the parties and the CAC within ten (10) business days. These decisions will then be published on the CAC website.
- 6.3. Unless otherwise directed, any amount or direction shall be paid to the party entitled to receive or acted upon, within twenty-one (21) days of the Determination Provider sending the decision to the parties, subject to the applicable law in the State or Territory.
- 6.4. For the elimination of doubt, a decision may include, but is not limited to, a requirement for the Insurer to discipline the relevant assessor, revise assessing practices or require additional training for that assessor.

## Motor Vehicle Insurance and Repair Industry Code of Conduct

### Schedule 1 – Approved Mediation Providers

<b>State or Territory</b>	<b>Approved Mediation Providers</b>
Australian Capital Territory	<ul style="list-style-type: none"><li>• Resolution Institute</li></ul>
New South Wales	<ul style="list-style-type: none"><li>• New South Wales Small Business Commissioner</li><li>• Resolution Institute</li></ul>
Northern Territory	<ul style="list-style-type: none"><li>• Resolution Institute</li></ul>
Queensland	<ul style="list-style-type: none"><li>• Resolution Institute</li></ul>
South Australia	<ul style="list-style-type: none"><li>• South Australian Small Business Commissioner</li><li>• Resolution Institute</li></ul>
Tasmania	<ul style="list-style-type: none"><li>• Resolution Institute</li></ul>
Victoria	<ul style="list-style-type: none"><li>• Victorian Small Business Commissioner</li><li>• Resolution Institute</li></ul>
Western Australia	<ul style="list-style-type: none"><li>• Western Australia's Small Business Commissioner</li><li>• Resolution Institute</li></ul>

## Motor Vehicle Insurance and Repair Industry Code of Conduct

### Schedule 2 – Approved Determination Providers

State or Territory	Approved Determination Providers
Australian Capital Territory	<ul style="list-style-type: none"> <li>Resolution Institute</li> </ul>
New South Wales	<ul style="list-style-type: none"> <li>New South Wales Small Business Commissioner</li> <li>Resolution Institute</li> </ul>
Northern Territory	<ul style="list-style-type: none"> <li>Resolution Institute</li> </ul>
Queensland	<ul style="list-style-type: none"> <li>Resolution Institute</li> </ul>
South Australia	<ul style="list-style-type: none"> <li>Resolution Institute</li> </ul>
Tasmania	<ul style="list-style-type: none"> <li>Resolution Institute</li> </ul>
Victoria	<ul style="list-style-type: none"> <li>Victorian Small Business Commissioner</li> <li>Resolution Institute</li> </ul>
Western Australia	<ul style="list-style-type: none"> <li>Resolution Institute</li> </ul>

Dated: 5 January 2023

NERISSA KILVERT  
South Australian Small Business Commissioner

#### FISHERIES MANAGEMENT (GENERAL) REGULATIONS 2017

##### REGULATION 23A(1)

##### *Determination—Taking of Bivalve Filter-Feeding Molluscs in Port Adelaide River Estuary*

As the delegate of the Minister for Primary Industries and Regional Development, I, Professor Gavin Begg, Executive Director of Fisheries and Aquaculture make the following determination for the purposes of Regulation 23A(1) of the *Fisheries Management (General) Regulations 2017* regarding the taking of bivalve molluscs in the Port Adelaide River Estuary, unless this notice is otherwise varied or revoked:

- (1) Dr Ryan Baring, Flinders University and nominated agents (Authorised employees of the Flinders University), and persons acting under supervision of authorised employees of Flinders University who are engaged in research activities under Ministerial exemption ME9903230 may collect bivalve filter-feeding molluscs from within the waters of the Port Adelaide River Estuary excluding the waters of aquatic reserves (unless otherwise authorised under the *Fisheries Management Act 2007*).
- (2) The taking of bivalve filter feeding molluscs with the Port Adelaide River Estuary under this determination may only occur where it is consistent with the arrangements contained in Ministerial exemption ME9903230 during the period 22 December 2022 until 22 December 2023.
- (3) All equipment used in collecting specimens must be appropriately decontaminated in accordance with the "AQUAVETPLAN Operational Procedures Manual – Decontamination".
- (4) Following the completion of any laboratory analysis required, all bivalve molluscs collected must be disposed of appropriately in accordance with AQUAVETPLAN Operational Procedures Manual – Disposal.
- (5) Bivalve molluscs collected from within the Port Adelaide River Estuary must not be made available for human consumption.

Dated: 21 December 2022

BENN GRAMOLA  
A/Executive Director  
Fisheries and Aquaculture  
Delegate of the Minister for Primary Industries and Regional Development



## FISHERIES MANAGEMENT (GENERAL) REGULATIONS 2017

## REGULATION 23B

*Taking of Murray Cod in Certain Waters—River Murray Flood Event 2022-2023*

For the purposes of Regulation 23B of the *Fisheries Management (General) Regulations 2017* regarding the taking of Murray Cod in certain waters, I, Benn Gramola, A/Executive Director of Fisheries and Aquaculture, delegate of the Minister for Primary Industries and Regional Development make the following determination:

- (1) Nathan Rhodes Executive Director, PIRSA Biosecurity and his nominated agents may take dead and dying Murray Cod (*Maccullochella peelii*) from the waters of the River Murray proper and Lakes Albert and Alexandrina, consistent with activities under Ministerial exemption ME9903240 and undertaken under the “*Operational Response Plan—River Murray flood events: management of fish kills 2002-2023*”.
- (2) The nominated agents of Mr Rhodes are:
  - Garry Warrick, 1979 Kingston Road, Loxton, SA 5333
  - Timothy Hoad, PO Box 2178, Murray Bridge, SA 5253
  - Nicholas Cuconits, 4 Sherwood Avenue, Valley View, SA 5093
  - Zane Skrypek, PO Box 811, Goolwa, SA 5214
  - Perry Robinson 2-6 Kent Street, Murray Bridge, SA 5253
  - Staff and registered volunteers of the Murrayland and Riverland Landscape Board, 110A Kent Street, Murray Bridge, SA 5253
  - Staff and registered volunteers of PIRSA Biosecurity, 33 Flemington Street, Glenside, SA 5065
  - Staff and registered volunteers of Department of Environment and Water 81-95 Waymouth Street, Adelaide, SA 5000 and 28 Vaughan Terrace, Berri, SA 5343
- (3) Murray cod taken pursuant to this determination must not be sold.
- (4) Murray cod taken pursuant to this determination must be transferred as soon as possible to a composting or landfill facility.
- (5) If the exemption holder varies the list of nominated agents or requires more agents than what is described in this notice, written advice listing names of the additional agents must be provided to the Department by email on [PIRSA.MinisterialExemptionsandPermits@sa.gov.au](mailto:PIRSA.MinisterialExemptionsandPermits@sa.gov.au) as soon as is practicable.
- (6) The activity under this determination may only occur from 23 December 2022 until 30 June 2023.

Dated: 23 December 2022

BENN GRAMOLA  
A/Executive Director for Fisheries and Aquaculture  
Delegate of the Minister for Primary Industries and Regional Development

## FISHERIES MANAGEMENT ACT 2007

## SECTION 115

*Ministerial Exemption ME9903230*

Take notice that pursuant to Section 115 of the *Fisheries Management Act 2007*, I, Professor Gavin Begg, Executive Director Fisheries and Aquaculture, delegate of the Minister for Primary Industries and Regional Development, hereby exempt Dr Ryan Baring of Flinders University, Sturt Road, Bedford Park (the ‘exemption holder’) and his nominated agents, from Sections 70 and 71(2) of the *Fisheries Management Act 2007* and Regulation 5(a) and Clauses 63 (1) and (2), 74 and 113 of Schedule 6 of the *Fisheries Management (General) Regulations 2017*, but only insofar as the activities are within the waters specified in Schedule 1 and consistent with research activities specified in Schedule 2, using the gear specified in Schedule 3 (the ‘exempted activity’), subject to the conditions specified in Schedule 4, from 22 December 2022 until 22 December 2023, unless varied or revoked.

## SCHEDULE 1

- The Port River Estuary, excluding waters of aquatic reserves (unless otherwise authorised under the *Fisheries Management Act 2007*), specifically:
  - Razorfish (*Pinna bicolor*) beds situated in the lower intertidal zone on section bank will be surveyed in the intertidal zone between 34°46’18.2”S 138°28’52.3”E and 34°45’54.4”S 138°29’10.4”E (GDA94).
  - Sampling of mangroves, oyster aggregation and unstructured control sites is to occur in the lower intertidal zone along the western side of Torrens Island between 34°48’09.0”S 138°30’57.0”E and 34°45’42.8”S 138°30’59.9”E (GDA94).

## SCHEDULE 2

Activities that are part of the Flinders University research project entitled ‘Response of fisheries to shellfish reefs in South Australia’.

## SCHEDULE 3

Equipment Type	Quantity	Dimensions
Quadrats—benthic invertebrates	2-3 quadrats for 56 samples	40cm width x 65cm length x 5cm height
Fyke nets—mobile nekton	6 nets for 36 samples	0.4m diameter opening, 4m total length, mesh size 1.2mm <sup>2</sup> with 2m x 1.2m wings
Hand nets	1-2 nets for 180 samples	30cm diameter x 1mm mesh. 5 m hauls
PVC Corer—infauna	1 corer for 72 samples	86.6cm <sup>2</sup> x 20 cm depth PVC corer
Paint Scraper—epibionts	2-3 scrapers used for 72 samples	generic paint scraper (2cm – 10cm width)

## SCHEDULE 4

1. The exemption holder will be deemed responsible for the conduct of all persons conducting exempted activities under this notice. Any person conducting activities under this exemption must be provided with a copy of this notice, which they must have signed as an indication that they have read and understand the conditions under it.
2. Any species collected by the exemption holder are for scientific, education and research purposes only and must not be sold. Any specimens not required must be returned to the water immediately.
3. The nominated agents of the exemption holder are the following staff of Flinders University:
  - Brad Martin, Sturt Road, Bedford Park, SA, 5042
  - Charlie Huveneers, Sturt Road, Bedford Park, SA, 5042
  - Simon Reeves, Sturt Road, Bedford Park, SA, 5042
4. The exemption holder must not collect specimens for aquaculture research purposes pursuant to this notice.
5. Any protected species taken incidentally while undertaking the exempted activity must be returned immediately to the water as close as possible to the location where they were captured.
6. Noxious species captured during the exempted activity must be humanly destroyed and cannot be returned to the water.
7. Organisms collected pursuant to this notice must not be released into state waters if they have been kept apart from their natural habitat.
8. Any equipment used to collect and hold fish during the exempted activity must be decontaminated prior to and after undertaking the research activities in accordance with AQUAVETPLAN Operational Procedures Manual—Decontamination.
9. The exemption holder or nominated agent/s may only retain post-larval (adults/ juveniles) samples of the following species as part of the exempted activity:
 

<ul style="list-style-type: none"> <li>• Unknown scorpion fishes, <i>Scorpaenoidei spp</i></li> <li>• Unknown gobies, <i>Gobiiformes spp</i></li> <li>• Unknown blennies, <i>Blenniiformes spp</i></li> <li>• Unknown silversides, <i>Atheriniformes spp</i></li> <li>• Estuarine worms, <i>Polychaeta spp</i></li> <li>• Mediterranean fan worm, <i>Sabella spallanzanii</i></li> <li>• Southern Bobtail, <i>Euprymna tasmanica</i></li> <li>• Lesser Blue-ringed Octopus, <i>Hapalochlaena maculosa</i></li> <li>• Southern Pygmy Squid, <i>Xipholeptos notoides</i></li> <li>• Common Biscuit Star, <i>Tosia australis</i></li> <li>• Crested Oystergoby, <i>Cryptocentroides gobioides</i></li> <li>• Yellowspotted Sandgoby, <i>Favonigobius punctatus</i></li> <li>• Chameleon Goby, <i>Tridentiger trionocephalus</i></li> <li>• Southern Ribbed Top Snail, <i>Austrocochlea constricta</i></li> <li>• Striped-mouth Conniwink, <i>Bembicium nanum</i></li> <li>• Wavy Top, <i>Diloma concameratum</i></li> <li>• estuarine snails, <i>Hypsogastropoda spp</i></li> <li>• Elongate Chiton, <i>Ischnochiton elongatus</i></li> <li>• Pacific Oyster, <i>Magallana gigas</i></li> <li>• Australian Black Nerite, <i>Nerita atramentosa</i></li> <li>• Razorfish, <i>Pinna bicolor</i></li> <li>• Cockles spp, <i>Tapetinae spp</i></li> <li>• Yellowfin Goby, <i>Acanthogobius flavimanus</i></li> <li>• Black Bream, <i>Acanthopagrus butcheri</i></li> <li>• Shaw's Cowfish, <i>Aracana aurita</i></li> <li>• Ornate Cowfish, <i>Aracana ornata</i></li> <li>• Bridled Goby, <i>Arenigobius bifrenatus</i></li> <li>• Mulloway, <i>Argyrosomus japonicus</i></li> <li>• Australian Herring, <i>Arripis georgiana</i></li> <li>• Western Australian Salmon, <i>Arripis truttacea</i></li> <li>• Smallmouth Hardyhead, <i>Atherinosoma microstoma</i></li> <li>• Krefft's Frillgoby, <i>Bathygobius krefftii</i></li> <li>• Sculptured Goby, <i>Callogobius mucosus</i></li> <li>• Australasian Snapper, <i>Chrysophrys auratus</i></li> <li>• Moonlighter, <i>Tilodon sexfasciatus</i></li> <li>• Weeping Toadfish, <i>Torquigener pleurogramma</i></li> <li>• Yellowtail Scad, <i>Trachurus novaezelandiae</i></li> <li>• Southern Fiddler Ray, <i>Trygonorrhina dumerilii</i></li> </ul>	<ul style="list-style-type: none"> <li>• Striped barnacle, <i>Amphibalanus amphitrite</i></li> <li>• Amphipods, <i>Amphipoda spp</i></li> <li>• Little Shore Crab, <i>Brachynotus spinosus</i></li> <li>• European Green Crab, <i>Carcinus maenas</i></li> <li>• estuarine crabs, <i>Decapoda spp</i></li> <li>• Haswell's Crab, <i>Helograpsus haswellianus</i></li> <li>• Sand Crab, <i>Ovalipes australiensis</i></li> <li>• Australian Blue Swimmer Crab, <i>Portunus armatus</i></li> <li>• Priess' Sand Star, <i>Astropecten preissi</i></li> <li>• Brittle Stars, <i>Ophiuroidea spp</i></li> <li>• Estuary Cobbler, <i>Cnidoglanis macrocephalus</i></li> <li>• Southern Longfin Goby, <i>Favonigobius lateralis</i></li> <li>• zebrafish, <i>Girella zebra</i></li> <li>• South Australian Cobbler, <i>Gymnapistes marmoratus</i></li> <li>• Blackthroat Threefin, <i>Helcogramma decurrens</i></li> <li>• Western Striped Grunted, <i>Helotes octolineatus</i></li> <li>• Southern Garfish, <i>hyporhamphus melanochir</i></li> <li>• Western Jumping Blenny, <i>Lepidoblennius marmoratus</i></li> <li>• Sea Mullet, <i>Mugil cephalus</i></li> <li>• Southern Eagle Ray, <i>Myliobatis tenuicadautus</i></li> <li>• Little Weed Whiting, <i>Neoodax balteatus</i></li> <li>• Twinbar Goby, <i>Nesogobius greeni</i></li> <li>• Oyster Blenny, <i>Omobranchus anolius</i></li> <li>• Tasmanian Blenny, <i>Parablennius tasmanianus</i></li> <li>• Wavy Grubfish, <i>Parapercis haackei</i></li> <li>• Longsnout Boarfish, <i>Pentaceropsis recurvirostris</i></li> <li>• Southern bluespotted flathead, <i>Platycephalus speculator</i></li> <li>• Congolli, <i>Pseudaphritis urvillii</i></li> <li>• Magpie Perch, <i>Pseudogoniistius nigripes</i></li> <li>• Greenback Flounder, <i>Rhombosolea tapirina</i></li> <li>• Rough Leatherjacket, <i>Scobinichthys granulatus</i></li> <li>• Longfinned Worm Eel, <i>Scolecenchelys breviceps</i></li> <li>• Sweep, <i>Scorpididae spp</i></li> <li>• King George Whiting, <i>Sillaginodes punctatus</i></li> <li>• Snook, <i>Sphyræna novaehollandiae</i></li> <li>• Pipefish, <i>syngnathidae spp</i></li> <li>• Bluespotted Goatfish, <i>Upeneichthys vlamingii</i></li> <li>• Australian long-nosed pipefish, <i>Vanacampus poecilolaemus</i></li> <li>• Southern Calamari Squid, <i>Sepioteuthis australis</i></li> </ul>
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10. At least 1 hour before conducting research under this exemption, the exemption holder or nominated agent must contact the Department of Primary Industries and Regions (PIRSA) Fishwatch on 1800 065 522 and answer a series of questions about the exempted activity. The caller will need to have a copy of this notice in their possession at the time of making the call and be able to provide information about the area and time of the exempted activity, the vehicles and/or boats involved, the number of permit holders undertaking the exempted activity and other related questions.
11. The exemption holder must provide a report in writing detailing the activities carried out pursuant to this notice to the Executive Director, Fisheries and Aquaculture (GPO Box 1625, ADELAIDE SA 5001) 10 days after each research trip is completed with the following details:
  - The date and location of sampling;
  - The gear used;
  - The number and description of all species collected;
  - Any interaction with protected species and marine mammals; and
  - Any other information or anything deemed relevant or of interest that is able to be volunteered.
12. While engaging in the exempted activity, the exemption holder or nominated agents must be in possession of a copy of this exemption. Such exemption must be produced to a PIRSA Fisheries Officer, if requested.
13. The exemption holders must not contravene or fail to comply with the *Fisheries Management Act 2007*, or any regulations made under the Act, except where specifically exempted by this notice.

This notice does not purport to override the provisions or operation of any other Act including, but not limited to, the *Adelaide Dolphin Sanctuary Act 2005* and the *National Parks and Wildlife Act 1972*. The exemption holder and his agents must comply with any relevant regulations permits, requirements and directions from the Department for Environment and Water when undertaking activities within a marine or national park.

Dated: 21 December 2022

BENN GRAMOLA  
A/Executive Director  
Fisheries and Aquaculture  
Delegate of the Minister for Primary Industries and Regional Development

## FISHERIES MANAGEMENT ACT 2007

### SECTION 115

#### *Ministerial Exemption ME9903240*

Take notice that pursuant to Section 115 of the *Fisheries Management Act 2007* (the Act), Nathan Rhodes, Executive Director PIRSA Biosecurity, (the 'exemption holder') or his nominated agents, are exempt from Sections 70 and 71 of the *Fisheries Management Act 2007*, and Regulation 5, Schedule 2, and Clauses 40, 41, 44, 46, 47, 50, 51, 63, 64, 113(1) of Schedule 6 of the *Fisheries Management (General) Regulations 2017* but only insofar as they may use the gear specified in Schedule 1 to take dead and dying fish from the waters specified in Schedule 2, subject to the conditions specified in Schedule 3, from 23 December 2022 until 30 June 2023, unless varied or revoked earlier.

#### SCHEDULE 1

- Landing net/hand/dab net as defined under the *Fisheries Management (General) Regulations 2017*; or
- Hauling Net; or
- Rake

#### SCHEDULE 2

- The River Murray System from the South Australian border with Victoria to the mouth of the Murray River and associated tributaries including the Lakes and Coorong.

#### SCHEDULE 3

1. The exemption holder will be deemed responsible for the conduct of all nominated agents conducting the exempted activities under this notice. Any agents conducting activities under this exemption must be provided with a copy of this notice, which they must have signed as an indication that they have read and understand the conditions under it.
2. The nominated agents of the exemption holder are the following:
  - Garry Warrick, 1979 Kingston Road, Loxton, SA 5333
  - Timothy Hoad, PO Box 2178, Murray Bridge, SA 5253
  - Nicholas Cuconits, 4 Sherwood Avenue, Valley View, SA 5093
  - Zane Skrypek, PO Box 811, Goolwa, SA 5214
  - Perry Robinson 2-6 Kent Street, Murray Bridge, SA 5253
  - Staff and registered volunteers of the Murrayland and Riverland Landscape Board, 110A Kent Street, Murray Bridge, SA 5253
  - Staff and registered volunteers of PIRSA Biosecurity, 33 Flemington Street, Glenside, SA 5065
  - Staff and registered volunteers of Department of Environment and Water 81-95 Waymouth Street, Adelaide, SA 5000 and 28 Vaughan Terrace, Berri, SA 5343
3. The exempted activity may only be undertaken consistent with the PIRSA Operational Response Plan—River Murray flood event: management of fish kills 2022-2023.
4. Only dead and dying fish may be collected as part of the exempted activity consistent with the PIRSA Biosecurity Operational Response Plan. Any live noxious species caught must be destroyed humanly.
5. Fish collected under this exemption must not be sold and must be transferred as soon as possible to a composting or landfill facility.

6. All fish collected must be deposited in accordance with specific guidelines outlined in the Australian Aquatic Veterinary Emergency Plan (AQUAVETPLAN).
7. Whilst engaged in the exempted activity nominated agents must not engage in commercial fishing activities. Commercial vessels must be deregistered prior to being used by calling FISHWATCH or via the commercial fishing app.
8. In conducting the exempted activity, the following boats may be used:
  - Boats registered under authority R27—4.5m and 6m
  - Boats registered under authority L41—4.8m and 5.2m
  - Boats registered under authority L21—5.2m and 4.8m (TCB and RV Congoli)
  - Boats registered under authority L37—5.2m and 6m (Optimus)
  - Boats registered under authority L12—5.5m, 4.3m and 5m
  - Landscapes SA—Murraylands and Riverlands—4.9m, NC266S
  - Jimbo (tri-hull—Z0017)
  - Bulyong (Quintrex—30720)
  - Punkah (Rivermate—30722)
  - Swift (RIB 4m—RU147S)
  - Coorong 2 (30723)
  - Innamincka CK218S—4.43m
  - Dodder 414528
9. Any equipment used to collect and hold fish during the exempted activity must be decontaminated prior to and after undertaking the exempted activities.
10. If the exemption holder varies the list of nominated agents or requires more agents or boats than what is described in this notice, written advice listing the additional names of agents and describing additional boats must be provided to the Department by email on [PIRSA.MinisterialExemptionsandPermits@sa.gov.au](mailto:PIRSA.MinisterialExemptionsandPermits@sa.gov.au) as soon as is practicable.
11. While engaging in the exempted activity, the exemption holder or listed agents must be in possession of a copy of this exemption. Such exemption must be produced to a PIRSA Fisheries Officer if requested.
12. The exemption holder must not contravene or fail to comply with the *Fisheries Management Act 2007* or any regulations made under that Act, except where specifically exempted by this notice.
13. This notice does not purport to override the provisions or operation of any other Act including, but not limited to, the *River Murray Act 2003*. The exemption holder and nominated agents must comply with any relevant regulations, permits, requirements and directions from the Department for Environment and Water when undertaking activities within a specially protected area.

Dated: 23 December 2022

BENN GRAMOLA  
A/Executive Director  
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

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JUSTICES OF THE PEACE ACT 2005

SECTION 4

*Notice of Appointment of Justices of the Peace for South Australia  
by the Commissioner for Consumer Affairs*

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to Section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below:

For a period of ten years for a term commencing on 17 January 2023 and expiring on 16 January 2033:

Steven John SMITH  
Gurjit SINGH  
June Anne ROSE  
Anna PRANDALOS  
Raquel Dimas PACICCA  
Nadia Graziella LOOKER  
Dhaval Pravinbhai KHAMAR  
Geoffrey William KAY  
Leszek JARCO  
Christopher Martin HOWIE  
Barbara Ethel HOLMES  
Bakhshinder Singh HARJAI  
Katrina Ann FROMM  
John Patrick FLYNN  
Gary DUPEROUZEL  
Rosemary Anne CLANCY

Dated: 3 January 2023

DINI SOULIO  
Commissioner for Consumer Affairs  
Delegate of the Attorney-General

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## JUSTICES OF THE PEACE ACT 2005

## SECTION 4

*Notice of Appointment of Justices of the Peace for South Australia  
by the Commissioner for Consumer Affairs*

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to Section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below. It being a condition of appointment that the Justices of the Peace must take the oaths required of a justice under the *Oaths Act 1936* and return the oaths of office form to Justice of the Peace Services within three months after the date of appointment:

For a period of ten years for a term commencing on 23 January 2023 and expiring on 22 January 2033:

Ghanshyamsinh Bharatsinh ZALA  
Jodie Louise WEBB  
Julie Alice VIRGIN  
Suzana UZELAC  
Sarah Kate Josephine SMELT  
Julia Margaret SKANE  
Jason Charles SIZE  
Carmine John Vincent SIGNORIELLO  
Namrata Umang SHAH  
Caitlin Maree MOXON  
Joanna Elizabeth MCCUE  
John Edward LEWIS  
Sven Peter KAHL  
Ashim GUPTA  
Julie Jane GUNN  
Joshua Luke GOLOTTA  
Emma GLOVER  
Alexandrino AZEVEDO

Dated: 3 January 2023

DINI SOULIO  
Commissioner for Consumer Affairs  
Delegate of the Attorney-General

## LAND AGENTS ACT 1994

*Exemption*

Take notice that I, Zoe Thomas, Assistant Director, Licensing, as delegate for the Minister for Consumer and Business Affairs, pursuant to Section 51 of the *Land Agents Act 1994*, hereby exempt Michael Kennedy from compliance with Section 8A(b)(i) and 8A(b)(ii) of the *Land Agents Act 1994*, with respect to the offence for which he was convicted on 15 July 2013.

Dated: 29 December 2022

ZOE THOMAS  
Assistant Director, Licensing  
Delegate for the Minister for Consumer and Business Affairs

## NATIONAL ELECTRICITY (SOUTH AUSTRALIA) ACT 1996

## SECTION 19B

*Making of a T-3 Reliability Instrument for South Australia*

I, Tom Koutsantonis, Minister for Energy and Mining for the Crown in right of the State of South Australia, as the Minister administering the *National Electricity (South Australia) Act 1996* of South Australia, hereby make a T-3 Reliability Instrument under Section 19B of the *National Electricity (South Australia) Act 1996*.

This T-3 Reliability Instrument applies to the South Australian region of the National Electricity Market for the trading intervals between 3pm and 9pm Eastern Standard Time each working weekday during the period 12 January 2026 to 13 March 2026 inclusive.

**Working weekday** refers to any day other than a Saturday, Sunday or public holiday in South Australia.

The Australian Energy Market Operator's one-in-two year peak demand forecast for this period is 3,223 Megawatts.

This T-3 Reliability Instrument takes effect from the date of publication in the Gazette.

Dated 14 December 2022

HON TOM KOUTSANTONIS MP  
Minister for Energy and Mining

## PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—PELs 126 and 153*

Pursuant to Section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from 18 December 2022 until 17 January 2023 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PELs 126 and 153 is now determined to be 27 January 2023.

Dated: 19 December 2022

NICK PANAGOPOULOS  
A/Executive Director  
Energy Resources Division  
Department for Energy and Mining  
Delegate of the Minister for Energy and Mining

## PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Retention Licences—PRLs 207, 208 and 209*

Pursuant to Section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Retention Licences have been suspended for the period 29 November 2022 to 28 November 2023 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of these licences is now determined to be 6 December 2025.

Dated: 20 December 2022

NICK PANAGOPOULOS  
A/Executive Director  
Energy Resources Division  
Department for Energy and Mining  
Delegate of the Minister for Energy and Mining

## PUBLIC FINANCE AND AUDIT ACT 1987

## TREASURER'S QUARTERLY STATEMENT

*Summary of the Statement on the Consolidated Account for the Quarters and  
12 Months Ended 30 June 2022 and 30 June 2021*

*(Prepared on a Cash Basis)*

- Twelve months ended -			- Quarter ended -		
30 June 2022 \$ 000	30 June 2021 \$ 000	Variation \$ 000	30 June 2022 \$ 000	30 June 2021 \$ 000	Variation \$ 000
RECEIPTS					
14,858,541	12,734,368	2,124,173	4,970,928	5,222,651	-251,723
PAYMENTS					
17,597,173	16,780,731	816,442	3,808,328	3,704,032	104,296
FINANCING REQUIREMENT					
2,738,632	4,046,363	-1,307,731	-1,162,600	-1,518,619	356,019
CONSOLIDATED ACCOUNT RESULT					
Deficit / - Surplus					
2,738,632	4,046,363	-1,307,731	-1,162,600	-1,518,619	356,019

*Statement of the Receipts and Borrowings on the Consolidated Account  
Quarters and 12 Months Ended 30 June 2022 and 30 June 2021*

*(Prepared on a Cash Basis)*

	- Twelve months ended -		- Quarter ended -		
	Budget	30 June	30 June	30 June	
	2021-22	2022	2021	2022	
	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000
<b>RECEIPTS -</b>					
Taxation -					
Commonwealth Places Mirror Tax	31,071	33,400	27,466	10,921	7,739
Gambling	451,174	486,242	464,700	151,867	206,253
Land Tax	574,080	499,116	599,054	243,402	218,090
Payroll Tax	1,742,876	1,839,391	1,503,720	570,815	492,140
Stamp Duties	1,617,821	2,169,654	1,763,353	761,959	667,057
<b>Total Taxation</b>	<b>4,417,022</b>	<b>5,027,803</b>	<b>4,358,293</b>	<b>1,738,964</b>	<b>1,591,279</b>
Contributions from State Undertakings	215,019	254,314	234,767	207,584	183,874
Fees and Charges	562,181	627,352	595,685	148,658	339,361
Recoveries	208,115	886,672	853,224	842,682	809,206
Royalties	322,938	382,710	322,939	127,148	115,012
Commonwealth -					
General Purpose Payments	6,711,044	7,120,261	6,036,181	1,734,352	2,054,115
National Partnership Payments	188,064	208,521	63,687	46,016	43,885
Specific Purpose Payments	221,005	222,009	219,538	56,025	55,360
<b>Total Commonwealth</b>	<b>7,120,113</b>	<b>7,550,791</b>	<b>6,319,406</b>	<b>1,836,393</b>	<b>2,153,360</b>
Other Receipts	18,313	128,899	50,054	69,499	30,559
<b>Total Receipts</b>	<b>12,863,701</b>	<b>14,858,541</b>	<b>12,734,368</b>	<b>4,970,928</b>	<b>5,222,651</b>
<b>FINANCING REQUIREMENT -</b>					
Funds required from South Australian Government Financing Authority	5,335,788	2,738,632	4,046,363	-1,162,600	-1,518,619
<b>Total Receipts and Borrowings</b>	<b>18,199,489</b>	<b>17,597,173</b>	<b>16,780,731</b>	<b>3,808,328</b>	<b>3,704,032</b>

*Statement of Payments on the Consolidated Account  
Quarters and 12 Months Ended 30 June 2022 and 30 June 2021*

*(Prepared on a Cash Basis)*

	- Twelve months ended -		- Quarter ended -			
	Budget	30 June	30 June	30 June		30 June
	2021-22	2022	2021	2022		2021
	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000	
<b>PAYMENTS -</b>						
Administered Items for the Attorney-General's Department	65,845	94,312	67,208	45,192	16,785	
Attorney-General's Department	173,516	178,587	192,700	47,986	65,480	
Auditor-General's Department	18,616	18,680	18,443	4,863	4,487	
Commission on Excellence and Innovation in Health	5,930	5,921	5,899	1,340	1,307	
Courts Administration Authority	96,600	96,632	109,193	22,475	21,797	
Defence SA	11,180	11,644	14,880	2,466	3,000	
Department for Child Protection	648,072	693,540	601,448	125,242	113,947	
Department for Correctional Services	412,822	415,883	462,104	107,269	115,245	
Administered Items for the Department for Education	375,932	397,090	369,466	212,789	209,496	
Department for Education	3,287,483	3,180,416	3,293,526	667,836	818,233	
Department for Energy and Mining	54,776	53,307	106,837	-1,469	-27,288	
Administered Items for the Department for Environment and Water	30,979	24,044	30,634	4,276	3,740	
Department for Environment and Water	169,429	155,141	143,861	2,034	6,140	
Department for Health and Wellbeing	5,413,286	4,780,265	4,520,532	1,247,359	963,266	
Administered Items for the Department of Human Services	189,301	190,173	182,700	11,173	39,400	
Department of Human Services	940,430	940,789	908,105	26,119	27,879	
Administered Items for the Department for Infrastructure and Transport	4,045	4,600	5,012	1,150	-55	
Department for Infrastructure and Transport	1,071,420	1,212,985	1,100,155	411,923	318,991	
Administered Items for the Department for Innovation and Skills	13,096	13,096	16,145	3,220	3,950	
Department for Innovation and Skills	402,391	398,716	383,199	67,746	24,802	
Administered Items for the Department of the Premier and Cabinet	9,185	9,185	9,288	1,833	1,158	
Department of the Premier and Cabinet	351,203	372,821	266,548	77,141	32,726	
Administered Items for the Department of Primary Industries and Regions	4,788	4,288	4,672	1,031	1,185	
Department of Primary Industries and Regions	124,636	157,031	200,545	64,785	65,530	
Administered Items for the Department for Trade and Investment	-	-	246	-	246	
Department for Trade and Investment	43,949	42,212	40,638	10,212	14,106	
Administered Items for the Department of Treasury and Finance	2,666,366	2,542,674	2,251,972	296,809	491,930	
Department of Treasury and Finance	170,727	177,366	148,367	11,391	8,876	
Administered Items for the Electoral Commission of South Australia	502	945	404	945	-	
Electoral Commission of South Australia	29,437	29,972	6,640	5,645	1,740	
Green Industries SA	-	-	2,000	-	-	
House of Assembly	8,094	8,094	7,930	1,327	1,390	
Administered Items for the Joint Parliamentary Services	3,324	3,305	3,064	-19	-	
Joint Parliamentary Services	13,013	13,011	13,029	1,848	2,476	
Legislative Council	5,803	5,803	5,684	978	1,104	
Premier—other items	5,562	5,562	5,426	-	-	
Administered Items for the South Australia Police	65	65	63	65	63	
South Australia Police	956,986	971,647	943,140	229,539	214,559	
South Australian Tourism Commission	66,288	66,273	67,177	14,968	4,691	
State Governor's Establishment	4,118	6,248	5,790	2,130	-	
Wellbeing SA	16,772	16,772	20,427	3,756	4,620	
Payments for which specific appropriation is authorised in various Acts	333,522	298,078	245,634	72,955	127,030	
<b>TOTAL PAYMENTS</b>	<b>18,199,489</b>	<b>17,597,173</b>	<b>16,780,731</b>	<b>3,808,328</b>	<b>3,704,032</b>	



*Commentary to the Statement of the Amounts Credited to and Issued from the Consolidated Account  
for the Quarters Ended 30 June 2022 and 30 June 2021*

**Receipts***Taxation*

Gambling tax receipts in the June quarter 2022 were lower compared to the corresponding prior year period due to the timing of collections, with receipts in the June quarter 2021 including payments relating to previous quarters. Gambling tax receipts for the twelve months ended June 2022 were higher compared to the corresponding prior year period largely reflecting growth in gaming machine taxation receipts.

Land tax receipts in the June quarter 2022 were higher than the corresponding prior year period, while land tax receipts for the twelve months ended June 2022 were lower compared to the corresponding prior year period. These variances largely reflect differences in the timing of collections between years.

Payroll tax receipts in the June quarter 2022 and the twelve months ended June 2022 were higher than the corresponding previous periods. This largely reflects the impacts of COVID-19 payroll tax relief measures in 2020-21, which lowered collections in that year, combined with growth in taxable payrolls in 2021-22.

Stamp duty receipts in the June quarter 2022 and twelve months ended June 2022 were higher than the corresponding prior year periods. This was predominantly due to higher conveyance duty on the transfer of properties, reflecting both an increase in the volume of residential property transactions and the average value of properties transferred. In addition, insurance duty receipts and stamp duty receipts on the transfer of motor vehicles were higher over both periods.

*Royalties*

Royalty receipts for the June 2022 quarter and twelve months ended June 2022 were higher than the corresponding prior year periods mainly reflecting improvements in commodity prices combined with a lower Australian dollar.

*Commonwealth—General Purpose Payments*

Growth in general purpose grant receipts in 2021-22 compared to 2020-21 is not indicative of underlying movements in Goods and Services Tax (GST) revenue. This is because monthly grants are paid according to a payment schedule prepared by the Commonwealth Government rather than actual emerging monthly GST collections.

The monthly payment schedules include prior year balancing adjustments to reflect actual GST revenue grants paid to a jurisdiction in the previous financial year compared to the final GST entitlement as determined in the Commonwealth Government's Final Budget Outcome.

South Australia's GST receipts were higher for the twelve months ended June 2022 compared to the corresponding prior year period mainly reflecting the impact of prior year balancing adjustments, which had the effect of reducing receipts in 2020-21 and increasing receipts in 2021-22.

*Commonwealth—National Partnership Payments*

National Partnership Payments received in the June quarter 2022 were broadly in line with the corresponding prior year period. Payments received for the twelve months ended June 2022 were higher than the corresponding previous period mainly due to reimbursements for Commonwealth HomeBuilder grants that are being administered by the state on behalf of the Commonwealth Government.

*Other receipts*

Other receipts in the June quarter 2022 and twelve months ended June 2022 were higher compared to the corresponding prior year periods. This is largely due to the receipt of surplus cash from TAFE SA pursuant to the Cash Alignment Policy. TAFE SA elected for the repayment to be treated as a return against their equity capital contribution previously provided by SA Government. Receipts from the proceeds of the sale of land, as well as loan repayments, were higher over both periods.

**Payments**

Payments were made pursuant to the *Appropriation Act 2021* and also in accordance with other Acts for which specific appropriation has been authorised. The timing of the payments is based on agreed agency drawdown schedules and may change from period to period based on specific agency requirements.

All appropriations were paid within approved limits established under the various Acts.

**Note**

The following points should be considered when reviewing the quarterly statement of Consolidated Account transactions:

- Unlike the State Budget which comprises transactions on an accrual basis, the information reflected in the quarterly statement is limited to cash transactions.
- The Consolidated Account does not capture all the transactions undertaken by the general government sector. In particular, it does not record receipts to, and payments from, Agency deposit and special deposit accounts.
- The timing of receipts and payments can fluctuate within a financial year and between financial years. As a result, apparently large movements between quarters or years may only be due to changes in the timing of receipts and payments and therefore may not have consequences for the underlying budget position.

Dated: 17 November 2022

HON. STEPHEN MULLIGHAN MP  
Treasurer of South Australia

# LOCAL GOVERNMENT INSTRUMENTS

THE FLINDERS RANGES COUNCIL

## LOCAL GOVERNMENT LAND (PUBLIC FACILITIES) AMENDMENT BY-LAW 2022 By-law No. 8 of 2022

*A By-law to amend the Local Government Land By-law 2022 of The Flinders Ranges Council*

### PART 1 – PRELIMINARY

1. **Title**  
This By-law may be cited as the '*Local Government Land (Public Facilities) Amendment By-law 2022*' and is By-law No. 8 of The Flinders Ranges Council.
2. **Authorising Law**  
This By-law is made under sections 246 and 249 of the *Local Government Act 1999*.
3. **Purpose**  
The objective of this By-law is to amend clause 10.1.5 of the *Local Government Land By-law 2022*, being By-law No. 2 of The Flinders Ranges Council, in the manner set out in Part 2.
4. **Commencement, Revocation and Expiry**
  - 4.1 Pursuant to section 249(6)(d) of the *Local Government Act 1999*, this By-law will take effect on the date that it is published in the Government Gazette.
  - 4.2 This By-law will expire on 1 January 2030.
5. **Interpretation**  
In this By-law, unless the contrary intention appears:
  - 5.1 **Council** means The Flinders Ranges Council; and
  - 5.2 **LGL By-law** means the *Local Government Land By-law 2022* made by the Council on 15 February 2022 and published in the Government Gazette on 3 March 2022.

### PART 2 – AMENDMENT OF THE BY-LAW

6. **New Public Facilities Provision**
  - 6.1 As and from the date that this By-law takes effect, clause 10.1.5 of the LGL By-law is deleted and substituted with the following:
    - 10.1.5 *enter an ablutionary facility unless the person is of the gender indicated in writing or on a sign located on that facility except:*
      - 10.1.5.1 *in the case of a genuine emergency; or*
      - 10.1.5.2 *where a vulnerable person is being assisted by the vulnerable person's caregiver, parent or guardian; or*
      - 10.1.5.3 *if the person is intersex, transgender or gender diverse; or*
      - 10.1.5.4 *if the person is a person with a disability; or*
      - 10.1.5.5 *if the person is assisting a person with a disability.*

This By-law was duly made and passed at a meeting of The Flinders Ranges Council held on 20 December 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ERIC BROWN  
Chief Executive Officer

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WATTLE RANGE COUNCIL

LOCAL GOVERNMENT ACT 1999

### *Exclusion of Land from Classification of Community Land*

NOTICE is hereby given that pursuant to Section 193(4) of the *Local Government Act 1999*, the Council resolved at its meeting held on 13 December 2022, to exclude from classification as community land the whole of the land, Section 989, Fifth Street, Millicent, Hundred of Mount Muirhead which is presently described in Crown Record Volume 5666 Folio 386 and which the Council proposes to acquire a fee simple estate and interest from the Crown.

Dated: 20 December 2022

BEN GOWER  
Chief Executive Officer

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# NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

Notices must be emailed by 4 p.m. Tuesday, the week of publication.

Submissions are formatted per the gazette style and a proof will be supplied prior to publication, along with a quote if applicable. Please allow one day for processing notices.

Alterations to the proof must be returned by 4 p.m. Wednesday.

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- Subtitle—a summary of the notice content
- Body—structured text, which can include numbered lists, tables, and images
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