



**THE SOUTH AUSTRALIAN
GOVERNMENT GAZETTE**

PUBLISHED BY AUTHORITY

ALL PUBLIC ACTS appearing in this GAZETTE are to be considered official, and obeyed as such

ADELAIDE, THURSDAY, 4 FEBRUARY 1999

CONTENTS

	Page	Page	
Appointments, Resignations, Etc.....	768	Petroleum Act 1940—Notice.....	838
Associations Incorporation Act 1985—Notice	768	Private Advertisements.....	864
Corporations and District Councils—Notices	862	Public Trustee Office—Administration of Estates	864
Development Act 1993—Notice	768	Quarterly Statement	839
Fisheries Act 1982—Notices.....	768	Real Property Act 1886—Notice.....	842
Harbors and Navigation Act 1993—Notices.....	834		
Land Acquisition Act 1969-1972—Notice	834	REGULATIONS	
Land and Business (Sale and Conveyancing) Act 1994—Notice.....	835	Public Corporations Act 1993 (No. 8 of 1999).....	845
Liquor Licensing Act 1997—Notices	835	Workers Rehabilitation and Compensation Act 1986 (No. 9 of 1999).....	855
Local Government Act 1934—Notice	837	Local Government Finance Authority Act 1983 (No. 10 of 1999).....	860
Mining Act 1971—Notice	837	Roads (Opening and Closing) Act 1991—Notices.....	843
National Parks Regulations 1990—Notices.....	837	South Australian Co-operative and Community Housing Act 1991—Notice	844
Outback Areas Community Development Trust—Notice.....	838	Unclaimed Moneys Act 1891—Notices.....	867
Partnership Act 1891—Notice	866		
Passenger Transport Act 1994—Notices	838		

GOVERNMENT GAZETTE NOTICES

ALL poundkeepers' and private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to Riverside 2000 so as to be received no later than 4 p.m. Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040.

Department of the Premier and Cabinet
Adelaide, 4 February 1999

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Workers Compensation Tribunal, pursuant to the provisions of the Workers Rehabilitation and Compensation Act 1986:

Acting Deputy President: (from 15 February 1999 until 15 November 1999)

Robert McCouaig

By command,

IAIN EVANS, for Premier

MGE 103/98CS

Department of the Premier and Cabinet
Adelaide, 4 February 1999

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Emergency Services Funding Advisory Committee, pursuant to the provisions of the Emergency Services Funding Act 1998 and Acts Interpretation Act 1915:

Member: (from 4 February 1999 until 3 February 2002)

Trevor Gordon Dunsford

Brian Morgan Hurn

William Dale Perkins

Gregory Stuart Weir

John Robert Wright

Mark Gerard Priadko

Presiding member: (from 4 February 1999 until 3 February 2002)

Gregory Stuart Weir

By command,

IAIN EVANS, for Premier

MES 0002/99CS

ASSOCIATIONS INCORPORATION ACT 1985

Deregistration of Associations

NOTICE is hereby given that the Corporate Affairs Commission will deregister the association named below in accordance with the application received from this association, pursuant to section 43A of the Associations Incorporation Act 1985. Deregistration will take effect on the date of publication of this notice:

Women With Diabetes Inc.

K. L. KELLY, Commission for Corporate Affairs

DEVELOPMENT ACT 1993

ADELAIDE AIRPORT ZONE (INTERIM POLICY) PLAN AMENDMENT REPORT PREPARED BY THE MINISTER

Draft for Public Consultation

NOTICE is hereby given that the Minister for Transport and Urban Planning has, pursuant to sections 24 and 26 of the Development Act 1993, prepared a draft Plan Amendment Report to amend the City of West Torrens Development Plan.

The draft Plan Amendment Report will amend the West Torrens (City) Development Plan by rezoning a portion of the Special Uses Zone to a new Adelaide Airport Zone with Objectives and Principles of Development Control to guide development.

The draft Plan Amendment Report will be on display from 4 February 1999 to 9 April 1999.

Copies of the draft Plan Amendment Report will be available for public inspection and purchase during normal office hours at the Department for Transport, Urban Planning and the Arts (Planning SA), Level 5, 136 North Terrace, Adelaide, or can be viewed on the Internet <http://devplan.dhud.sa.gov.au>.

Alternatively, the draft Plan Amendment Report can be viewed during office hours at the West Torrens Thebarton Civic Centre, 165 Burbridge Road, Hilton.

Written submissions regarding the draft Plan Amendment Report should be submitted no later than 5 p.m. on 9 April 1999. All submissions should be addressed to the Presiding Member, Development Policy Advisory Committee, G.P.O. Box 1815,

Adelaide, S.A. 5001 and should clearly indicate whether you wish to be heard in support of your submission.

Copies of all submissions will be available for inspection during office hours by interested persons at the Department for Transport, Urban Planning and the Arts (Planning SA), Level 5, 136 North Terrace, Adelaide, from 5 p.m. on 9 April 1999.

A public hearing will be held on 27 April 1999 at 7 p.m. at the West Torrens Thebarton Council Offices, 165 Burbridge Road, Hilton, at which time interested persons may appear to be heard in relation to the draft Plan Amendment Report and the submissions. The public hearing will not be held if no submissions are received or if no submission makes a request to be heard.

If you would like further information about the draft Plan Amendment Report, Officers from Planning SA will be available from 2 p.m. to 4 p.m. on 11 March 1999 and 18 March 1999 at the West Torrens Thebarton Council Offices, 165 Burbridge Road, Hilton.

G. HOLLAND-BOOKER, Secretary, Development
Policy Advisory Committee

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, M. Borchardt, P.O. Box 19, American River, S.A. 5221 (hereinafter referred to as the 'permit holder') is exempt from Regulation 35C of the Fisheries (General) Regulations 1984, in that the permit holder shall not be guilty of an offence when using berley within the waters specified in Schedule 1 to attract white sharks (*Carcharodon carcharias*) for the purpose of cage viewing only (hereinafter referred to as the 'permitted activity'), subject to the conditions specified in Schedule 2, for the dates specified in Schedule 3.

SCHEDULE 1

Coastal waters contained within The Pages Conservation Park.

SCHEDULE 2

1. The permit holder must be on board the boat when conducting the permitted activity.

2. All berley used while conducting the permitted activity must consist of fish based products only. All berley (other than fish oil) must be stored below a maximum temperature of 4°C.

3. The permit holder must notify the Fisheries Compliance Unit on 1800 085 522 at least two hours prior to conducting the permitted activity.

4. The permit holder must comply with all instructions (including ceasing to berley if so instructed) given by officer of the Department for Environment, Heritage and Aboriginal Affairs (DEHAA).

5. Whilst engaged in the permitted activity, an approved berley pennant (as approved by DEHAA) must be flown from the boat so as to be clearly visible.

6. Whilst engaged in the permitted activity, the permit holder must have in his possession a copy of this notice and produce a copy of the notice if required by a Fisheries Compliance Officer.

7. The permit holder shall not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under the Act, except where specifically exempted by this notice.

SCHEDULE 3

27 January 1999 to 29 January 1999 inclusive.

Dated 26 January 1999.

K. TWYFORD, Manager, Parks and Wildlife,
Kangaroo Island

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Rodney Fox and Andrew Fox, 14 Augusta Street, Glenelg, S.A. 5045 (hereinafter referred to as the 'permit holder') is exempt from regulation 35C of the Fisheries (General) Regulations 1984, in that the permit holder shall not be guilty of an offence when using berley within the waters specified in schedule 1 to attract white sharks (*Carcharodon carcharias*) for the purpose of cage viewing only (hereinafter referred to as the 'permitted activity'), subject to the conditions specified in schedule 2, for the dates specified in schedule 3.

SCHEDULE 1

Coastal waters contained within the Neptune Islands Conservation Park, and the following portions of the Sir Joseph Banks Islands Conservation Park; Dangerous Reef, English and Sibsey Islands.

SCHEDULE 2

1. The permit holder must be on board the boat when conducting the permitted activity.

2. All berley used while conducting the permitted activity must consist of fish based products only. All berley (other than fish oil) must be stored below a maximum temperature of 4°C.

3. The permit holder must notify the public by a Notice to Mariners through the Australian Maritime Safety Authority, by public notice in the Adelaide *Advertiser* at least 24 hours in advance of berleying operations, advising the local coastguard and the Fisheries Compliance Unit on 1800 065 522 at least two hours prior to conducting the permitted activities.

4. The permit holder shall allow an officer of the Department for Environment Heritage and Aboriginal Affairs (DEHAA) or nominee to be present on board the boat during the permitted activities if requested and subject to negotiation and availability of space.

5. The permit holder must comply with all instructions (including ceasing to berley if so instructed) given by an officer from DEHAA.

6. Whilst engaged in the permitted activity, a pennant (approved by DEHAA) must be flown from the boat so as to be clearly visible.

7. Whilst engaged in the permitted activity the permit holder must have in their possession a copy of this notice and produce a copy of the notice if required by a Fisheries Compliance Officer.

8. The permit holder shall not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under the Act, except where specifically exempted by this notice.

9. The permit holder must maintain a log whilst engaged in the permitted activity which includes the date and location, number of passengers, number of sharks observed and any other relevant observations or comments. Records must be kept in a form determined by the operators association and endorsed by the Minister of Environment and Heritage. A copy of the log must be provided to DEHAA within 14 days of each calendar month.

10. The permit holder must conform to a code of ethics developed by the operators association and endorsed by the Minister for Environment and Heritage.

11. The permit holder will operate in co-operation with and in agreement of any other approved operator at the same location.

12. The permit holder must have public liability insurance to an amount determined by the Minister for Environment and Heritage and ensure vessels are surveyed and staffed as per Department of Transport regulations.

SCHEDULE 3

27 January 1999 to 5 February 1999.
10 February 1999 to 17 February 1999.
24 February 1999 to 28 February 1999.
3 March 1999 to 11 March 1999.
8 April 1999 to 15 April 1999.

Note: The waters within 3 nautical miles of South Neptune Island is excluded from this permit between the following dates:

19 February 1999 to 7 March 1999 inclusive.

Dated 2 February 1999.

R. ALLEN, Manager, Parks and Wildlife West

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00111
(PREVIOUS LICENCE NO. F787)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Simounds, O. H. and Hunter, M. W.
Lot 20, Mundoorra Road
Port Broughton, S.A. 5522,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from

time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;

- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

16.1 any word importing the plural includes the singular and *vice versa*;

16.2 any wording importing a gender shall include all other genders;

16.3 a reference to a body corporate shall include a natural person and *vice versa*;

16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

22.1 The licensee:

22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;

22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and

22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said M. W. HUNTER and O. H. SIMOUNDS

In the presence of: D. TATTERSALL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
768238E 6283624N	137°53'20" -33°33'11" 2
768038E 6283629N	137°53'13" -33°33'11"
768035E 6283530N	137°53'13" -33°33'14"
768236E 6283525N	137°53'20" -33°33'14"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Racks

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 2 at \$20 each	\$ 40.00
SASQAP (Non Classified Area) 2 at \$134 each.....	268.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	728.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the notes to the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00148
(PREVIOUS LICENCE NO. F829)

*Licence to Farm Fish under section 53 of the Fisheries
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Philip Tattersall
11 Keith Lewis Court
Wynn Vale, S.A. 5127,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

- 22.1 The licensee:
- 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said P. D. TATTERSALL

In the presence of: C. D. TATTERSALL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area		Licensed Hectares		
Zone 53				
765703E	6278045N	137°51'48"	-33°36'14"	2
765534E	6278139N	137°51'41"	-33°36'12"	
765486E	6278038N	137°51'40"	-33°36'15"	
765656E	6277950N	137°51'46"	-33°36'18"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2 Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

*Racks**Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3 Stocking Rates**Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 2 at \$20 each.....	\$ 40.00
SASQAP (Non Classified Area) 2 at \$134 each.....	268.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	728.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

- Name of licensee.
- Address of licensee.
- Species of fish farmed and held on the site.
- Location of aquaculture operation.
- Period covered by return.
- Number of life stage of each species of fish held.
- Number, weight and value of each species of fish held.
- Details of any disease detected in any fish kept.
- Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
- If any fish were brought into the state, the number of fish and the life stage of the fish.
- If fish were brought into the state, the purpose for which they were brought in.
- Method of disposal of water and packaging use for transporting the fish.
- If any disease or symptom of disease occurred in the acquired fish.
- Method of disposal of diseased or dead fish and the number disposed of.
- Signature, date and telephone number.
- Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the notes to the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00049
(PREVIOUS LICENCE NO. F584)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Stephen J. Moriarty
21 Ocean Avenue
Port Lincoln 5606,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- must not farm or introduce any species at the site other than the permitted species; and
- must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;

- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.
- Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Spiny Dragon International Pty Ltd was hereunto affixed in the presence of:

(L.S.) S. J. MORIARTY, Director

H. M. MORIARTY, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
542363E 6172218N	135°27'43" -34°35'27" 3
542491E 6172118N	135°27'48" -34°35'30"
542387E 6171972N	135°27'44" -34°35'35"
542253E 6172063N	135°27'38" -34°35'32"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Oysters, Native (*Ostrea angasi*)

Item 1.1—Fish subject to SASQAP testing

Oysters, Pacific (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Oysters Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 3 at \$20 each.....	\$ 60.00
SASQAP (Non Classified Area) 3 at \$37 each.....	111.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	591.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00143
(PREVIOUS LICENCE NO. F824)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Stephen J. Moriarty
21 Ocean Avenue
Port Lincoln, S.A. 5606,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and

- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. *Interpretation*

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. *Delegation*

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. *Severance*

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. *Modification*

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. *Waiver*

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. *Notices*

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMINGS, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Spiny Dragon Pty Ltd was hereunto affixed in the presence of:

(L.S.) S. J. MORIARTY, Director
H. M. MORIARTY, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
531092E 6177384N 135°20'19" -34°32'40"	2
531192E 6177406N 135°20'23" -34°32'40"	
531192E 6177606N 135°20'23" -34°32'33"	
531092E 6177584N 135°20'19" -34°32'34"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Native Oysters (*Ostrea angasi*)

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 2 @ \$20 each.....	\$ 40.00
SASQAP (Classified Area) 2 @ \$37 each.....	74.00
Base Licence Fee	328.00
Fisheries Research & Development Corporation Levy	92.60
Total Annual Licence Fee.....	534.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.

9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM000140
(PREVIOUS LICENCE NO. F817)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Stephen J. Moriarty
21 Ocean Avenue
Port Lincoln 5606,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
- 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Spiny Dragon International Pty Ltd was hereunto affixed in the presence of:

(L.S.) S. J. MORIARTY, Director
H. MORIARTY, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
532576E 6175917N 135°21'18" -34°33'28"	1
532647E 6175846N 135°21'21" -34°33'30"	
532718E 6175917N 135°21'23" -34°33'28"	
532647E 6175988N 135°21'21" -34°33'25"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ~~3/4~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Oysters, Native (*Ostrea angasi*)

Oysters, Pacific (*Crassostrea gigas*)

Item 2 ~~3/4~~ Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 ~~3/4~~ Stocking Rates

Size (mm)	Oysters	Number per Hectare
3		2 500 000
10		1 600 000
20		1 100 000
30		750 000
40		500 000
50		350 000
60		200 000
70		150 000
80		100 000

SCHEDULE 3

Item 1—Fees

	\$
Environmental Monitoring Program 1 at \$20 each.....	20.00
SASQAP (Non Classified Area) 1 at \$37 each.....	37.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	477.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).

10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00032
(PREVIOUS LICENCE NO. F530)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

West-Eyre Shellfish
59 Bergmann Drive
Ceduna, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said G. SEIDL
In the presence of D. L. DUREGON, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
366065E 6444603N 133°34'48" -32°07'36"	10
366083E 6444933N 133°34'49" -32°07'26"	
366385E 6444920N 133°35'00" -32°07'26"	
366368E 6444591N 133°35'00" -32°07'37"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
 - (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Oysters, Pacific (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Oysters Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 10 at \$20 each	200.00
SASQAP (Classified Area) 10 at \$37 each	370.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	990.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00027
(PREVIOUS LICENCE NO. F522)

*Licence to Farm Fish under section 53 of the Fisheries
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Turner Aquaculture
27 North Terrace
Cowell, S.A. 5602

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 21.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 25 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

G. B. TURNER, for Turner Aquaculture
 In the presence of: J. F. TURNER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
676750E 6265210N 136°54'28" -33°44'17"	10
677212E 6264844N 136°54'46" -33°44'29"	
677522E 6264428N 136°54'59" -33°44'42"	
677439E 6264384N 136°54'56" -33°44'44"	
677146E 6264779N 136°54'44" -33°44'31"	
676698E 6265133N 136°54'26" -33°44'20"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Oysters, Pacific (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Oysters Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 10 at \$20 each.....	\$ 200.00
SASQAP (Classified Area) 10 at \$37 each.....	370.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	990.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00127
(PREVIOUS LICENCE NO. F804)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Tony P. Simounds
11 James Street
Port Broughton, S.A. 5522,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and

- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
- 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

- 22.1 The licensee:

- 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said T. P. SIMOUNDS

In the presence of: J. A. SIMOUNDS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
768025E 6282898N	137°53'13" -33°33'35" 2
768063E 6282987N	137°53'14" -33°33'32"
767874E 6283070N	137°53'07" -33°33'30"
767836E 6282981N	137°53'05" -33°33'32"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Racks

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

	\$
Environmental Monitoring Program 2 at \$20 each.....	40.00
SASQAP (Non Classified Area) 2 at \$134 each.....	268.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	728.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name

of authority that provided certification that stock was free from disease).

10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the notes to the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00048
(PREVIOUS LICENCE NO. F583)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

L. S. Marshall
61 Esplanade Avenue
Coffin Bay, S.A. 5607,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and

- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said L. MARSHALL

In the presence of: J. MARSHALL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
542017E 6172415N 135°27'29" -34°35'20"	2
542226E 6172331N 135°27'37" -34°35'23"	
542167E 6172259N 135°27'35" -34°35'25"	
541958E 6172343N 135°27'27" -34°35'23"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.

- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Native Oysters (*Ostrea angasi*)

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

	\$
Environmental Monitoring Program 2 at \$20 each	40.00
SASQAP (Non Classified Area) 2 at \$37 each.....	74.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	534.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00128
(PREVIOUS LICENCE NO. F805)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Craig N. Ivey
2 Casey Street
Port Broughton, S.A. 5522,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrance is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. *Interpretation*

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. *Delegation*

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. *Severance*

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. *Modification*

No variation or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. *Waiver*

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. *Notices*

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. *SASQAP*

22.1 The licensee:

22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of

- the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said C. IVEY

In the presence of: C. M. MANNERS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
767417E 6281475N	137°52'51" -33°34'22" 2
767490E 6281432N	137°52'54" -33°34'23"
767564E 6281659N	137°52'56" -33°34'16"
767489E 6281700N	137°52'53" -33°34'14"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
 - (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Racks
Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 2 at \$20 each	\$ 40.00
SASQAP (Non Classified Area) 2 at \$134 each.....	268.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	728.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name

- of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
 11. If fish were brought into the state, the purpose for which they were brought in.
 12. Method of disposal of water and packaging use for transporting the fish.
 13. If any disease or symptom of disease occurred in the acquired fish.
 14. Method of disposal of diseased or dead fish and the number disposed of.
 15. Signature, date and telephone number.
 16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the notes to the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00135
(PREVIOUS LICENCE NO. F812)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Marshall, L. S. and J. R.
63 Esplanade Avenue
Coffin Bay, S.A. 5607,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and

- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said L. MARSHALL

In the presence of: J. MARSHALL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
534950E 6175500N 135°22'51" -34°33'41"	2
535150E 6175500N 135°22'59" -34°33'41"	
535150E 6175400N 135°22'59" -34°33'44"	
534950E 6175400N 135°22'51" -34°33'44"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ~~3~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 ~~3~~ Stocking Rates

Size (mm)	Oysters Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

	\$
Environmental Monitoring Program 2 at \$20 each.....	40.00
SASQAP (Non Classified Area) 2 at \$37 each.....	74.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	534.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00028
(PREVIOUS LICENCE NO. F525)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Evans, S. E. and D. K. Pty Ltd (No Survivorship)
Main Road
Smoky Bay, S.A. 5680,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or

the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

13.1 provide a guarantee from its bankers; or

13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

16.1 any word importing the plural includes the singular and *vice versa*;

16.2 any wording importing a gender shall include all other genders;

16.3 a reference to a body corporate shall include a natural person and *vice versa*;

16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of S. E. & D. K. Evans was hereunto affixed in the presence of:

(L.S.) S. E. EVANS

D. K. EVANS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
396636E 6416467N	133°54'04" -32°23'02" 9
396978E 6416554N	133°54'17" -32°22'59"
397079E 6416319N	133°54'20" -32°23'07"
396738E 6416229N	133°54'07" -32°23'09"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

(a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.

(2) Posts to be not less than 125 mm in diameter.

(3) Posts and crosses to be painted yellow.

(4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.

(5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.

(6) All buoys, posts, crosses and markers must be maintained in good condition.

or

(b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.

(2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.

(3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).

(4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ~~3~~ *Permitted Species*

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 ~~3~~ *Permitted Farming Methods*

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 ~~3~~ *Stocking Rates*

Size (mm)	Oysters Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 9 at \$20 each.....	\$ 180.00
SASQAP (Non Classified Area) 9 at \$37 each.....	333.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	933.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

- Name of licensee.
- Address of licensee.
- Species of fish farmed and held on the site.
- Location of aquaculture operation.
- Period covered by return.
- Number of life stage of each species of fish held.
- Number, weight and value of each species of fish held.
- Details of any disease detected in any fish kept.
- Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
- If any fish were brought into the state, the number of fish and the life stage of the fish.
- If fish were brought into the state, the purpose for which they were brought in.
- Method of disposal of water and packaging use for transporting the fish.
- If any disease or symptom of disease occurred in the acquired fish.

- Method of disposal of diseased or dead fish and the number disposed of.
- Signature, date and telephone number.
- Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00075
(PREVIOUS LICENCE NO. F737)*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Wayrob Pty Ltd
31 Jubilee Road
Streaky Bay, S.A. 5680,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- must not farm or introduce any species at the site other than the permitted species; and
- must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The common seal of Wayrob Pty Ltd was hereunto affixed in the presence of:

(L.S.) W. GUIDERA

R. L. GUIDERA, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
425323E 6378047N	134°12'10" -32°43'57" 10
425798E 6377996N	134°12'29" -32°43'59"
425778E 6377794N	134°12'28" -32°44'06"
425313E 6377845N	134°12'10" -32°44'04"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Size (mm)	Oysters Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

	\$
Environmental Monitoring Program 10 at \$20 each.....	200.00
SASQAP (Classified Area) 10 at \$37 each	370.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee	990.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00039
(PREVIOUS LICENCE NO. F564)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Zippell Enterprises Pty Ltd
47 Poynton Street
Ceduna, S.A. 5690,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licensee does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrance is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Zippel Enterprises Pty Ltd was hereunto affixed in the presence of:

(L.S.) B. L. ZIPPEL, Director
G. D. ZIPPEL, Witness

SCHEDULE 1
Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
394318E 6417106N 133°52'35" -32°22'40"	9
394530E 6417091N 133°52'43" -32°22'41"	
394499E 6416668N 133°52'42" -32°22'54"	
394288E 6416683N 133°52'34" -32°22'54"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
 - (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ~~3/4~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 ~~3/4~~ Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 ~~3/4~~ Stocking Rates

Size (mm)	Oysters	Number per Hectare
3		2 500 000
10		1 600 000
20		1 100 000
30		750 000
40		500 000
50		350 000
60		200 000
70		150 000
80		100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 9 at \$20 each	\$ 180.00
SASQAP (Non Classified Area) 9 at \$37 each	333.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	933.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.

8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00034
(PREVIOUS LICENCE NO. F536)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Zippel Enterprises Pty Ltd
47 Poynton Street
Ceduna, S.A. 5690,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;

15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 21.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The common seal of Zippel Enterprises Pty Ltd was hereunto affixed in the presence of:

(L.S.) B. L. ZIPPEL
G. D. ZIPPEL, Witness

SCHEDULE 1
Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
393993E 6416700N 133°52'22" -32°22'53"	4.5
393993E 6417127N 133°52'23" -32°22'39"	
394099E 6417127N 133°52'27" -32°22'39"	
394099E 6416700N 133°52'27" -32°22'53"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.

- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
 - (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ~~3/4~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 ~~3/4~~ Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 ~~3/4~~ Stocking Rates

Oysters	
Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Environmental Monitoring Program 4.5 at \$20 each	\$ 90.00
SASQAP (Classified Area) 4.5 at \$37 each.....	166.50
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	677.10

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00132
(PREVIOUS LICENCE NO. F809)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Zippel Enterprises Pty Ltd
47 Poynton Street
Ceduna, S.A. 5690,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and

- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

- 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Zippel Enterprises Pty Ltd was hereunto affixed in the presence of:

(L.S.) B. L. ZIPPEL
G. D. ZIPPEL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
390284E 6422443N	133°50'03" -32°19'45" 20
390684E 6222243N	133°50'18" -32°19'52"
390897E 6422634N	133°50'26" -32°19'39"
390483E 6422833N	133°50'11" -32°19'33"

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
- (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 Stocking Rates

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

	\$	Licence
Environmental Monitoring Program 20 at \$20 each.....	400.00	
SASQAP (Non Classified Area) 20 at \$37 each.....	740.00	
Base Licence Fee	328.00	
Fisheries Research and Development Corporation Levy	92.60	
Total	1 560.60	Licence

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.

13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00116
(PREVIOUS LICENCE NO. F792)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species') and, pursuant to section 48G (2) of the Act, the Director of Fisheries has also issued a permit to disturb the seabed for the purpose of installing structures necessary for the licensed activity at the undermentioned site, the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Zippell Enterprises Pty Ltd
47 Poynton Street
Ceduna, S.A. 5690,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 January 1999 and ending, subject to any earlier termination under this licence, on 30 June 1999 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;

5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;

5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;

6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and

6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and

7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;

8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

13.1 provide a guarantee from its bankers; or

13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.
- Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted on behalf of the Minister by Director of Fisheries, delegate of the Minister, on 28 January 1999.

B. E. HEMMING, Director of Fisheries

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Zippel Enterprises Pty Ltd was hereunto affixed in the presence of:

(L.S.) B. L. ZIPPEL, Director
G. D. ZIPPEL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
Zone 53	
395168E 6419389N 133°53'08" -32°21'26"	20
395618E 6419189N 133°53'26" -32°21'33"	
395802E 6419557N 133°53'33" -32°21'21"	
395337E 6419744N 133°53'15" -32°21'15"	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.

- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) At distances not exceeding 50 m between the corner spar buoys, yellow spherical buoys not less than 300 mm in diameter.
 - (3) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (4) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and possible danger to navigation lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

The Director of Fisheries has, pursuant to section 48G (2) of the Act, issued a permit to disturb the seabed for the purpose of installing the structures specified in this Schedule.

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

<i>Oysters</i>	
Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

	\$
Environmental Monitoring Program 20 at \$20 each.	400.00
SASQAP (Non Classified Area) 20 at \$37 each.....	740.00
Base Licence Fee	328.00
Fisheries Research and Development Corporation Levy	92.60
Total Annual Licence Fee.....	1 560.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o General Manager, Aquaculture Group, Primary Industries, South Australia, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Stan Lukin, 62 Lincoln Highway, Port Lincoln, S.A. 5606, or the nominated replacement approved by the Director of Fisheries (hereinafter referred to as the 'fisher') is exempt from section 41 of the Fisheries Act 1982, subject to the conditions contained in Schedule 1, in that they shall not be guilty of an offence when using a fine mesh purse seine net as described in Schedule 2 for the taking of pilchards (*Sardinops neopilchardus*) and other species within the Families Clupeidae and Engraulididae (hereinafter referred to as the 'permitted species') for the purpose of trade or business in marine waters of South Australia as described in Schedule 3 as Area A and Area B (hereinafter referred to as the 'permitted activity').

SCHEDULE 1

1. The fisher may engage in the permitted activity from the date of gazettal of this notice until 28 February 1999, or until revoked by the Director of Fisheries.

2. This exemption is valid only in respect of the fishing vessel *Aislinn* (hereinafter referred to as the 'permitted boat') registered on the fisher's Marine Scalefish Fishery Licence No. M255.

3. The fisher must be on board the permitted boat at all times while the boat is being used for the purpose of engaging in the permitted activity.

4. Whilst using a nominated master to take pilchards pursuant to this notice, no other fishing activity shall be undertaken by the licence holder pursuant to Marine Scalefish Fishery Licence No. M255.

5. Whilst engaged in the permitted activity the fisher shall not use any of the devices registered on the fisher's Marine Scalefish Fishery Licence.

6. The fisher must not take or be in possession of any other species of fish, other than the permitted species, while engaging in the permitted activity.

7. Any fish, which are not permitted species, taken as by-catch by the fisher during the permitted activity must be immediately returned to the water.

8. The fisher shall not, during the period 1 January 1999 to 28 February 1999, take a quantity of permitted species which exceeds his quota of 43.45 units at 2.571 tonnes per unit (which is equal to 111.714 tonnes).

9. The fisher may with the prior approval of the Director of Fisheries transfer uncaught units of quota during the period of this notice.

10. Fish taken pursuant to this notice as the result of a transfer of quota must be taken in the area as described (and disposed of as described) in the permit conditions of the holder of the initial allocation.

11. The fisher may transfer catch taken pursuant to this notice to a carrier boat at sea subject to nominating the boats in advance.

12. The fisher may nominate no more than two carrier boats at any one time. Notification of boat name must be provided to the person or agency responsible for conducting quota monitoring operations.

13. Where the fisher transfers all or part of the catch to a carrier boat that portion of the catch must be accompanied by a South Australian Pilchard Fishery Log Book, completed as required by condition 16 of this notice.

14. The fisher must notify the person nominated for quota monitoring, by telephone, of the intended place of any unloading and the estimated weight of the catch at least one hour prior to the unloading taking place.

15. The fisher must provide the person nominated for quota monitoring with reasonable access to boats and vehicles for the purpose of enabling inspection of the catch and any record relating to the South Australian Pilchard Fishery Log Book required to be completed under this notice.

16. The fisher must complete the South Australian Pilchard Fishery Log Book as described below:

(a) Unloading to a shore based processing plant:

- (i) The fisher shall complete all columns of the South Australian Pilchard Fishery Log Book **up to** but not including the column titled **PILCHARD TONNAGE CAUGHT**.

The fish can then be dispatched to the shore based processing plant. It is the responsibility of the fisher to make certain that all fish are accurately weighed within 24 hours of the consignment to the processor:

- (ii) The fisher shall upon being notified by the processor of the total weight of fish unloaded complete the columns headed, **PILCHARD TONNAGE CAUGHT, OTHER SPECIES, TONNAGE CAUGHT (This refers to other species) and REMARKS**.

For any unloading, if fishing has taken place on more than one day then this should be noted and the verified weight split as close as possible to reflect the actual quantities taken on each day of fishing.

(b) Unloading at sea or direct to a tuna cage:

The fisher shall complete all columns of the South Australian Pilchard Fishery Log Book immediately after capture and include an **estimated** tonnage in the column marked **PILCHARD TONNAGE CAUGHT**. The estimated tonnage should be based on a recorded number of boxes of a certain capacity (weight) filled.

17. The fisher then shall either by **facsimile or in person** deliver the completed (South Australian Pilchard Fishery Log Book) form to the person nominated for quota monitoring within **48 hours** of the unloading.

18. The fisher must provide regular samples of the permitted species for research analysis and assist in any other South Australian Research and Development Institute (SARDI) sponsored pilchard fishery research program as required by the Chief Scientist, Aquatic Sciences, SARDI.

19. The fisher must complete a monthly return within 14 days of the end of the previous month and forward it to SARDI. This return must be completed regardless of whether the fisher took fish or not, i.e. nil returns are required.

20. While engaged in the permitted activity the fisher must:

- (a) have in his possession the copy of this notice with which the Director of Fisheries has supplied him; and
(b) produce that notice to a Fisheries Officer forthwith, if and when a Fisheries Officer requests him to produce it.

21. The fisher shall not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under that Act, except where specifically exempted by this notice.

SCHEDULE 2

In waters described as **Area A**: one purse seine net having a maximum length of 600 m, a maximum depth of 100 m and a mesh size of between 16 mm and 20 mm.

In waters described as **Area B**: one purse seine net having a mesh size of between 16 mm and 20 mm.

SCHEDULE 3

For the purposes of this notice, **Area A** is defined as:

Coastal waters within 3 nautical miles of high water mark or within 3 nautical miles to seaward of the base lines and bay closure lines described in Table 1.

For the purposes of this notice, **Area B** is defined as:

Coastal waters more than 3 nautical miles to seaward of high water mark or more than 3 nautical miles to seaward of the base lines and bay closure lines described in Table 1.

Dated 1 February 1999.

G. MORGAN, Director of Fisheries

TABLE 1

Base Lines and Bay Closure Lines of South Australia

Location	From to Location					
<i>Base Lines</i>						
Newland Head	35°38.68'S	138°31.32'E	to	35°45.63'S	138°18.17'E	The Pages
	35°45.63'S	138°18.17'E	to	35°46.65'S	138°17.57'E	
	35°46.88'S	138°17.43'E	to	35°47.10'S	138°17.33'E	
The Pages	35°47.25'S	138°17.15'E	to	35°50.70'S	138°07.95'E	Cape Willoughby
Vennachar Point	35°53.25'S	136°31.97'E	to	34°57.20'S	135°37.37'E	Cape Carnot
	34°57.20'S	135°37.37'E	to	34°56.90'S	135°37.40'E	
Pt Westall	32°54.38'S	134°03.53'E	to	32°43.60'S	133°57.77'E	Olives Island
Olives Island	32°43.60'S	133°57.77'E	to	32°35.18'S	133°17.07'E	Fenelon Island
Fenelon Island	32°34.92'S	133°16.73'E	to	32°33.80'S	133°16.58'E	Masillon Island
Masillon Island	32°33.80'S	133°16.58'E	to	32°30.90'S	133°15.03'E	West Island
West Island	32°30.47'S	133°14.87'E	to	32°13.52'S	133°06.62'E	Island 1 mile SW Pt Bell
	32°13.52'S	133°06.62'E	to	32°08.75'S	132°59.32'E	Sinclair Island
Sinclair Island	32°08.67'S	132°59.28'E	to	32°07.62'S	132°58.72'E	
	32°07.62'S	132°58.72'E	to	32°01.87'S	132°28.27'E	Point Fowler
Anxious Bay	33°12.05'S	134°19.63'E	to	33°35.68'S	134°45.05'E	
	33°35.83'S	134°45.90'E	to	33°35.98'S	134°46.50'E	
	33°36.72'S	134°48.33'E	to	33°37.47'S	134°49.67'E	
Encounter Bay	35°35.80'S	138°36.10'E	to	35°35.80'S	138°57.40'E	
Lacepede Bay	36°35.80'S	139°50.00'E	to	36°56.60'S	139°40.40'E	
Rivoli Bay	37°34.02'S	140°06.33'E	to	37°30.05'S	140°00.80'E	
	37°29.95'S	140°00.68'E	to	37°29.87'S	140°00.63'E	
<i>Bay Closure Lines</i>						
Coffin Bay	34°09.07'S	135°14.39'E	to	34°25.86'S	135°12.41'E	
Avoid Bay	34°35.49'S	135°06.75'E	to	34°41.78'S	135°19.65'E	

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Brendan Sheehy, 25 Highview Drive, Port Lincoln, S.A. 5606, or the nominated replacement approved by the Director of Fisheries (hereinafter referred to as the 'fisher') is exempt from section 41 of the Fisheries Act 1982, subject to the conditions contained in Schedule 1, in that they shall not be guilty of an offence when using a fine mesh purse seine net as described in Schedule 2 for the taking of pilchards (*Sardinops neopilchardus*) and other species within the Families Clupeidae and Engraulididae (hereinafter referred to as the 'permitted species') for the purpose of trade or business in marine waters of South Australia as described in Schedule 3 as Area A and Area B (hereinafter referred to as the 'permitted activity').

SCHEDULE 1

1. The fisher may engage in the permitted activity from the date of gazettal of this notice until 28 February 1999, or until revoked by the Director of Fisheries.

2. This exemption is valid only in respect of the fishing vessel *Stafanie* (hereinafter referred to as the 'permitted boat') registered on the fisher's Marine Scalefish Fishery Licence No. M274.

3. The fisher must be on board the permitted boat at all times while the boat is being used for the purpose of engaging in the permitted activity.

4. Whilst using a nominated master to take pilchards pursuant to this notice, no other fishing activity shall be undertaken by the licence holder pursuant to Marine Scalefish Fishery Licence No. M274.

5. Whilst engaged in the permitted activity the fisher shall not use any of the devices registered on the fisher's Marine Scalefish Fishery Licence.

6. The fisher must not take or be in possession of any other species of fish, other than the permitted species, while engaging in the permitted activity.

7. Any fish, which are not permitted species, taken as by-catch by the fisher during the permitted activity must be immediately returned to the water.

8. The fisher shall not, during the period 1 January 1999 to 28 February 1999, take a quantity of permitted species which exceeds his quota of 43.45 units at 2.571 tonnes per unit (which is equal to 111.714 tonnes).

9. The fisher may with the prior approval of the Director of Fisheries transfer uncaught units of quota during the period of this notice.

10. Fish taken pursuant to this notice as the result of a transfer of quota must be taken in the area as described (and disposed of as described) in the permit conditions of the holder of the initial allocation.

11. The fisher may transfer catch taken pursuant to this notice to a carrier boat at sea subject to nominating the boats in advance.

12. The fisher may nominate no more than two carrier boats at any one time. Notification of boat name must be provided to the person or agency responsible for conducting quota monitoring operations.

13. Where the fisher transfers all or part of the catch to a carrier boat that portion of the catch must be accompanied by a South Australian Pilchard Fishery Log Book, completed as required by condition 16 of this notice.

14. The fisher must notify the person nominated for quota monitoring, by telephone, of the intended place of any unloading and the estimated weight of the catch at least one hour prior to the unloading taking place.

15. The fisher must provide the person nominated for quota monitoring with reasonable access to boats and vehicles for the purpose of enabling inspection of the catch and any record relating to the South Australian Pilchard Fishery Log Book required to be completed under this notice.

16. The fisher must complete the South Australian Pilchard Fishery Log Book as described below:

(a) Unloading to a shore based processing plant:

- (i) The fisher shall complete all columns of the South Australian Pilchard Fishery Log Book **up to** but not including the column titled **PILCHARD TONNAGE CAUGHT**.

The fish can then be dispatched to the shore based processing plant. It is the responsibility of the fisher to make certain that all fish are accurately weighed within 24 hours of the consignment to the processor:

- (ii) The fisher shall upon being notified by the processor of the total weight of fish unloaded complete the columns headed, **PILCHARD TONNAGE CAUGHT, OTHER SPECIES, TONNAGE CAUGHT (This refers to other species) and REMARKS**.

For any unloading, if fishing has taken place on more than one day then this should be noted and the verified weight split as close as possible to reflect the actual quantities taken on each day of fishing.

(b) Unloading at sea or direct to a tuna cage:

The fisher shall complete all columns of the South Australian Pilchard Fishery Log Book immediately after capture and include an **estimated** tonnage in the column marked **PILCHARD TONNAGE CAUGHT**. The estimated tonnage should be based on a recorded number of boxes of a certain capacity (weight) filled.

17. The fisher then shall either by **facsimile or in person** deliver the completed (South Australian Pilchard Fishery Log Book) form to the person nominated for quota monitoring within **48 hours** of the unloading.

18. The fisher must provide regular samples of the permitted species for research analysis and assist in any other South Australian Research and Development Institute (SARDI) sponsored pilchard fishery research program as required by the Chief Scientist, Aquatic Sciences, SARDI.

19. The fisher must complete a monthly return within 14 days of the end of the previous month and forward it to SARDI. This return must be completed regardless of whether the fisher took fish or not, i.e. nil returns are required.

20. While engaged in the permitted activity the fisher must:

- (a) have in his possession the copy of this notice with which the Director of Fisheries has supplied him; and
(b) produce that notice to a Fisheries Officer forthwith, if and when a Fisheries Officer requests him to produce it.

21. The fisher shall not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under that Act, except where specifically exempted by this notice.

SCHEDULE 2

In waters described as **Area A**: one purse seine net having a maximum length of 600 m, a maximum depth of 100 m and a mesh size of between 16 mm and 20 mm.

In waters described as **Area B**: one purse seine net having a mesh size of between 16 mm and 20 mm.

SCHEDULE 3

For the purposes of this notice, **Area A** is defined as:

Coastal waters within 3 nautical miles of high water mark or within 3 nautical miles to seaward of the base lines and bay closure lines described in Table 1.

For the purposes of this notice, **Area B** is defined as:

Coastal waters more than 3 nautical miles to seaward of high water mark or more than 3 nautical miles to seaward of the base lines and bay closure lines described in Table 1.

Dated 1 February 1999.

G. MORGAN, Director of Fisheries

TABLE 1

Base Lines and Bay Closure Lines of South Australia

Location	From to Location					
<i>Base Lines</i>						
Newland Head	35°38.68'S	138°31.32'E	to	35°45.63'S	138°18.17'E	The Pages
	35°45.63'S	138°18.17'E	to	35°46.65'S	138°17.57'E	
	35°46.88'S	138°17.43'E	to	35°47.10'S	138°17.33'E	
The Pages	35°47.25'S	138°17.15'E	to	35°50.70'S	138°07.95'E	Cape Willoughby
Vennachar Point	35°53.25'S	136°31.97'E	to	34°57.20'S	135°37.37'E	Cape Carnot
	34°57.20'S	135°37.37'E	to	34°56.90'S	135°37.40'E	
Pt Westall	32°54.38'S	134°03.53'E	to	32°43.60'S	133°57.77'E	Olives Island
Olives Island	32°43.60'S	133°57.77'E	to	32°35.18'S	133°17.07'E	Fenelon Island
Fenelon Island	32°34.92'S	133°16.73'E	to	32°33.80'S	133°16.58'E	Masillon Island
Masillon Island	32°33.80'S	133°16.58'E	to	32°30.90'S	133°15.03'E	West Island
West Island	32°30.47'S	133°14.87'E	to	32°13.52'S	133°06.62'E	Island 1 mile SW Pt Bell
	32°13.52'S	133°06.62'E	to	32°08.75'S	132°59.32'E	Sinclair Island
Sinclair Island	32°08.67'S	132°59.28'E	to	32°07.62'S	132°58.72'E	
	32°07.62'S	132°58.72'E	to	32°01.87'S	132°28.27'E	Point Fowler
Anxious Bay	33°12.05'S	134°19.63'E	to	33°35.68'S	134°45.05'E	
	33°35.83'S	134°45.90'E	to	33°35.98'S	134°46.50'E	
	33°36.72'S	134°48.33'E	to	33°37.47'S	134°49.67'E	
Encounter Bay	35°35.80'S	138°36.10'E	to	35°35.80'S	138°57.40'E	
Lacepede Bay	36°35.80'S	139°50.00'E	to	36°56.60'S	139°40.40'E	
Rivoli Bay	37°34.02'S	140°06.33'E	to	37°30.05'S	140°00.80'E	
	37°29.95'S	140°00.68'E	to	37°29.87'S	140°00.63'E	
<i>Bay Closure Lines</i>						
Coffin Bay	34°09.07'S	135°14.39'E	to	34°25.86'S	135°12.41'E	
Avoid Bay	34°35.49'S	135°06.75'E	to	34°41.78'S	135°19.65'E	

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Zorica Lukin, 62 Lincoln Highway, Port Lincoln, S.A. 5606, or the nominated replacement approved by the Director of Fisheries (hereinafter referred to as the 'fisher') is exempt from section 41 of the Fisheries Act 1982, subject to the conditions contained in Schedule 1, in that they shall not be guilty of an offence when using a fine mesh purse seine net as described in Schedule 2 for the taking of pilchards (*Sardinops neopilchardus*) and other species within the Families Clupeidae and Engraulididae (hereinafter referred to as the 'permitted species') for the purpose of trade or business in marine waters of South Australia as described in Schedule 3 as Area A and Area B (hereinafter referred to as the 'permitted activity').

SCHEDULE 1

1. The fisher may engage in the permitted activity from the date of gazettal of this notice until 28 February 1999, or until revoked by the Director of Fisheries.

2. This exemption is valid only in respect of the fishing vessel *Scarlet Rose* (hereinafter referred to as the 'permitted boat') registered on the fisher's Marine Scalefish Fishery Licence No. M324.

3. The fisher must be on board the permitted boat at all times while the boat is being used for the purpose of engaging in the permitted activity.

4. Whilst using a nominated master to take pilchards pursuant to this notice, no other fishing activity shall be undertaken by the licence holder pursuant to Marine Scalefish Fishery Licence No. M324.

5. Whilst engaged in the permitted activity the fisher shall not use any of the devices registered on the fisher's Marine Scalefish Fishery Licence.

6. The fisher must not take or be in possession of any other species of fish, other than the permitted species, while engaging in the permitted activity.

7. Any fish, which are not permitted species, taken as by-catch by the fisher during the permitted activity must be immediately returned to the water.

8. The fisher shall not, during the period 1 January 1999 to 28 December 1999, take a quantity of permitted species which exceeds his quota of 43.45 units at 2.571 tonnes per unit (which is equal to 111.714 tonnes).

9. The fisher may with the prior approval of the Director of Fisheries transfer uncaught units of quota during the period of this notice.

10. Fish taken pursuant to this notice as the result of a transfer of quota must be taken in the area as described (and disposed of as described) in the permit conditions of the holder of the initial allocation.

11. The fisher may transfer catch taken pursuant to this notice to a carrier boat at sea subject to nominating the boats in advance.

12. The fisher may nominate no more than two carrier boats at any one time. Notification of boat name must be provided to the person or agency responsible for conducting quota monitoring operations.

13. Where the fisher transfers all or part of the catch to a carrier boat that portion of the catch must be accompanied by a South Australian Pilchard Fishery Log Book, completed as required by condition 16 of this notice.

14. The fisher must notify the person nominated for quota monitoring, by telephone, of the intended place of any unloading and the estimated weight of the catch at least one hour prior to the unloading taking place.

15. The fisher must provide the person nominated for quota monitoring with reasonable access to boats and vehicles for the purpose of enabling inspection of the catch and any record relating to the South Australian Pilchard Fishery Log Book required to be completed under this notice.

16. The fisher must complete the South Australian Pilchard Fishery Log Book as described below:

(a) Unloading to a shore based processing plant:

- (i) The fisher shall complete all columns of the South Australian Pilchard Fishery Log Book **up to but**

not including the column titled **PILCHARD TONNAGE CAUGHT**.

The fish can then be dispatched to the shore based processing plant. It is the responsibility of the fisher to make certain that all fish are accurately weighed within 24 hours of the consignment to the processor:

- (ii) The fisher shall upon being notified by the processor of the total weight of fish unloaded complete the columns headed, **PILCHARD TONNAGE CAUGHT, OTHER SPECIES, TONNAGE CAUGHT (This refers to other species) and REMARKS**.

For any unloading, if fishing has taken place on more than one day then this should be noted and the verified weight split as close as possible to reflect the actual quantities taken on each day of fishing.

(b) Unloading at sea or direct to a tuna cage:

The fisher shall complete all columns of the South Australian Pilchard Fishery Log Book immediately after capture and include an **estimated** tonnage in the column marked **PILCHARD TONNAGE CAUGHT**. The estimated tonnage should be based on a recorded number of boxes of a certain capacity (weight) filled.

17. The fisher then shall either by **facsimile or in person** deliver the completed (South Australian Pilchard Fishery Log Book) form to the person nominated for quota monitoring within **48 hours** of the unloading.

18. The fisher must provide regular samples of the permitted species for research analysis and assist in any other South Australian Research and Development Institute (SARDI) sponsored pilchard fishery research program as required by the Chief Scientist, Aquatic Sciences, SARDI.

19. The fisher must complete a monthly return within 14 days of the end of the previous month and forward it to SARDI. This return must be completed regardless of whether the fisher took fish or not, i.e. nil returns are required.

20. While engaged in the permitted activity the fisher must:

- (a) have in his possession the copy of this notice with which the Director of Fisheries has supplied him; and
(b) produce that notice to a Fisheries Officer forthwith, if and when a Fisheries Officer requests him to produce it.

21. The fisher shall not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under that Act, except where specifically exempted by this notice.

SCHEDULE 2

In waters described as **Area A**: one purse seine net having a maximum length of 600 m, a maximum depth of 100 m and a mesh size of between 16 mm and 20 mm.

In waters described as **Area B**: one purse seine net having a mesh size of between 16 mm and 20 mm.

SCHEDULE 3

For the purposes of this notice, **Area A** is defined as:

Coastal waters within 3 nautical miles of high water mark or within 3 nautical miles to seaward of the base lines and bay closure lines described in Table 1.

For the purposes of this notice, **Area B** is defined as:

Coastal waters more than 3 nautical miles to seaward of high water mark or more than 3 nautical miles to seaward of the base lines and bay closure lines described in Table 1.

Dated 1 February 1999.

G. MORGAN, Director of Fisheries

TABLE 1

Base Lines and Bay Closure Lines of South Australia

Location	From to Location					
<i>Base Lines</i>						
Newland Head	35°38.68'S	138°31.32'E	to	35°45.63'S	138°18.17'E	The Pages
	35°45.63'S	138°18.17'E	to	35°46.65'S	138°17.57'E	
	35°46.88'S	138°17.43'E	to	35°47.10'S	138°17.33'E	
The Pages	35°47.25'S	138°17.15'E	to	35°50.70'S	138°07.95'E	Cape Willoughby
Vennachar Point	35°53.25'S	136°31.97'E	to	34°57.20'S	135°37.37'E	Cape Carnot
	34°57.20'S	135°37.37'E	to	34°56.90'S	135°37.40'E	
Pt Westall	32°54.38'S	134°03.53'E	to	32°43.60'S	133°57.77'E	Olives Island
Olives Island	32°43.60'S	133°57.77'E	to	32°35.18'S	133°17.07'E	Fenelon Island
Fenelon Island	32°34.92'S	133°16.73'E	to	32°33.80'S	133°16.58'E	Masillon Island
Masillon Island	32°33.80'S	133°16.58'E	to	32°30.90'S	133°15.03'E	West Island
West Island	32°30.47'S	133°14.87'E	to	32°13.52'S	133°06.62'E	Island 1 mile SW Pt Bell
	32°13.52'S	133°06.62'E	to	32°08.75'S	132°59.32'E	Sinclair Island
Sinclair Island	32°08.67'S	132°59.28'E	to	32°07.62'S	132°58.72'E	
	32°07.62'S	132°58.72'E	to	32°01.87'S	132°28.27'E	Point Fowler
Anxious Bay	33°12.05'S	134°19.63'E	to	33°35.68'S	134°45.05'E	
	33°35.83'S	134°45.90'E	to	33°35.98'S	134°46.50'E	
	33°36.72'S	134°48.33'E	to	33°37.47'S	134°49.67'E	
Encounter Bay	35°35.80'S	138°36.10'E	to	35°35.80'S	138°57.40'E	
Lacepede Bay	36°35.80'S	139°50.00'E	to	36°56.60'S	139°40.40'E	
Rivoli Bay	37°34.02'S	140°06.33'E	to	37°30.05'S	140°00.80'E	
	37°29.95'S	140°00.68'E	to	37°29.87'S	140°00.63'E	
<i>Bay Closure Lines</i>						
Coffin Bay	34°09.07'S	135°14.39'E	to	34°25.86'S	135°12.41'E	
Avoid Bay	34°35.49'S	135°06.75'E	to	34°41.78'S	135°19.65'E	

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 September 1998

	\$		\$
Agents, Ceasing to Act as	27.70	Firms:	
Associations:		Ceasing to Carry on Business (each insertion)	20.70
Incorporation	14.10	Discontinuance Place of Business	20.70
Intention of Incorporation	34.75	Land—Real Property Act:	
Transfer of Properties	34.75	Intention to Sell, Notice of	34.75
Attorney, Appointment of	27.70	Lost Certificate of Title Notices	34.75
Bailiff's Sale	34.75	Cancellation, Notice of (Strata Plan)	34.75
Cemetery Curator Appointed	20.70	Mortgages:	
Companies:		Caveat Lodgment	14.10
Alteration to Constitution	27.70	Discharge of	14.95
Capital, Increase or Decrease of	34.75	Foreclosures	14.10
Ceasing to Carry on Business	20.70	Transfer of	14.10
Declaration of Dividend	20.70	Sublet	7.10
Incorporation	27.70	Leases—Application for Transfer (2 insertions) each	7.10
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each	20.70
First Name	20.70	Licensing	41.30
Each Subsequent Name	7.10	Municipal or District Councils:	
Meeting Final	23.20	Annual Financial Statement—Forms 1 and 2	390.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20	276.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	55.40
First Name	27.70	Each Subsequent Name	7.10
Each Subsequent Name	7.10	Noxious Trade	20.70
Notices:		Partnership, Dissolution of	20.70
Call	34.75	Petitions (small)	14.10
Change of Name	14.10	Registered Building Societies (from Registrar-	
Creditors	27.70	General)	14.10
Creditors Compromise of Arrangement	27.70	Register of Unclaimed Moneys—First Name	20.70
Creditors (extraordinary resolution that 'the Com-		Each Subsequent Name	7.10
pany be wound up voluntarily and that a liquidator		Registers of Members—Three pages and over:	
be appointed')	34.75	Rate per page (in 8pt)	176.00
Release of Liquidator—Application—Large Ad.	55.40	Rate per page (in 6pt)	233.00
—Release Granted	34.75	Sale of Land by Public Auction	35.25
Receiver and Manager Appointed	32.30	Advertisements	1.95
Receiver and Manager Ceasing to Act	27.70	Advertisements, other than those listed are charged at \$1.95	
Restored Name	26.30	per column line, tabular one-third extra.	
Petition to Supreme Court for Winding Up	48.35	Notices by Colleges, Universities, Corporations and District	
Summons in Action	41.30	Councils to be charged at \$1.95 per line.	
Order of Supreme Court for Winding Up Action	27.70	Where the notice inserted varies significantly in length from	
Register of Interests—Section 84 (1) Exempt	62.45	that which is usually published a charge of \$1.95 per column line	
Removal of Office	14.10	will be applied in lieu of advertisement rates listed.	
Proof of Debts	27.70	South Australian Government publications are sold on the	
Sales of Shares and Forfeiture	27.70	condition that they will not be reproduced without prior	
Estates:		permission from the Government Printer.	
Assigned	20.70		
Deceased Persons—Notice to Creditors, etc.	34.75		
Each Subsequent Name	7.10		
Deceased Persons—Closed Estates	20.70		
Each Subsequent Estate	0.90		
Probate, Selling of	27.70		
Public Trustee, each Estate	7.10		

GOVERNMENT GAZETTE NOTICES

ALL private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to Riverside 2000 so as to be received no later than 4 p.m. Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040.

MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 SEPTEMBER 1998

Acts, Bills, Rules, Parliamentary Papers and Regulations					
Pages	Main	Amends	Pages	Main	Amends
1-16	1.55	0.75	497-512	22.70	21.85
17-32	2.25	1.40	513-528	23.30	22.45
33-48	2.85	2.05	529-544	24.05	23.20
49-64	3.60	2.70	545-560	24.65	23.85
65-80	4.25	3.45	561-576	25.40	24.55
81-96	4.90	4.10	577-592	26.00	25.20
97-112	5.60	4.75	593-608	26.70	25.80
113-128	6.25	5.45	609-624	27.50	26.70
129-144	7.00	6.15	625-640	28.00	27.25
145-160	7.70	6.80	641-656	28.85	27.80
161-176	8.35	7.50	657-672	29.35	28.55
177-192	9.00	8.20	673-688	30.20	29.35
193-208	9.70	8.85	689-704	30.95	29.90
209-224	10.35	9.50	705-720	31.45	30.70
225-240	10.95	10.20	721-736	32.30	31.25
241-257	11.75	10.85	737-752	33.00	32.00
258-272	12.50	11.50	753-768	33.55	32.50
273-288	13.10	12.30	769-784	34.05	33.35
289-304	13.75	12.90	785-800	34.90	34.05
305-320	14.45	13.55	801-816	35.45	34.60
321-336	15.15	14.25	817-832	36.25	35.45
337-352	15.80	15.05	833-848	37.00	35.95
353-368	16.50	15.65	849-864	37.50	36.80
369-384	17.15	16.40	865-880	38.35	37.50
385-400	17.85	17.05	881-896	38.85	38.05
401-416	18.50	17.65	897-912	39.70	38.85
417-432	19.25	18.40	913-928	40.25	39.70
433-448	19.85	19.00	929-944	40.95	40.25
449-464	20.60	19.65	945-960	41.80	40.75
465-480	21.20	20.40	961-976	42.30	41.50
481-496	21.85	21.00	977-992	43.15	42.00

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HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 30 April 1998 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 98/02896

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'FPV Hawk'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *FPV Hawk* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualification of Crew

Master—Certificate of Competency as Coxswain.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 30 July 1998 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 98/06710

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Storm Bird'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Storm Bird* whilst operating within the following limits:

Operational Limits

1. Within 15 miles of the coast of South Australia within the waters of Spencer Gulf, Gulf St Vincent, Investigator Strait and Backstairs Passage, east of a line drawn from Cape Catastrophe to Cape Borda and west of a line drawn from Cape Willoughby to the Murray Mouth.

2. Within 30 miles of the coast of South Australia.

Minimum complement

1. One to ten passengers only:

One person—Master.

2. Eleven to twelve passengers only:

Two persons—Master and GP (General Purpose Person).

Minimum Qualifications of Crew

Master—Certificate of Competency as Master Class 5.

GP—General purpose person, an able bodied person not less than 16 years of age with not less than 3 months sea experience and has successfully completed an approved Elements of Shipboard Safety Course.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 21 December 1998 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 98/11853

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Shrike'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Shrike* whilst operating within 30 nautical miles of the coast of South Australia.

Minimum complement

Two persons—Master and GP (General Purpose Person).

Minimum Qualifications of Crew

Master—Certificate of Competency as Master Class 5.

GP—General purpose person, an able bodied person not less than 16 years of age with not less than 3 months experience and has successfully completed an approved Elements of Shipboard Safety Course.

Note: Either the Master of GP must possess a Certificate of Competency as Marine Engine Driver Grade 3.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

LAND ACQUISITION ACT 1969

(SECTION 16)

Notice of Acquisition

THE Commissioner of Highways (in this notice referred to as the 'Authority'), 33 Warwick Street, Walkerville, S.A. 5081 acquires the following interests in the following land:

The fee simple of that piece of land situated at 89 Burbridge Road, Hilton, S.A. 5033, being portion of the land contained in certificate of title register book volume 5104, folio 478 and being the whole of the land delineated as allotment 132 on the plan lodged in the Lands Titles Office and numbered DP 48934, subject to and expressly excluding the rights of way referred to in the said certificate of title.

This notice is given under section 16 of the land Acquisition Act 1969.

Compensation

A person who has or had an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

Inquiries

Inquiries should be directed to:

Eugene Lewandowski
P.O. Box 1
Walkerville, S.A. 5081
Telephone (08) 8343 2458

Dated 29 January 1999.

The common seal of the Commissioner of Highways was hereto affixed by direction of the Commissioner of Highways in the presence of:

R. G. BEVAN, Manager, Land Acquisition and Disposal, Transport SA

LAND AND BUSINESS (SALE AND CONVEYANCING) ACT
1994

Section 23

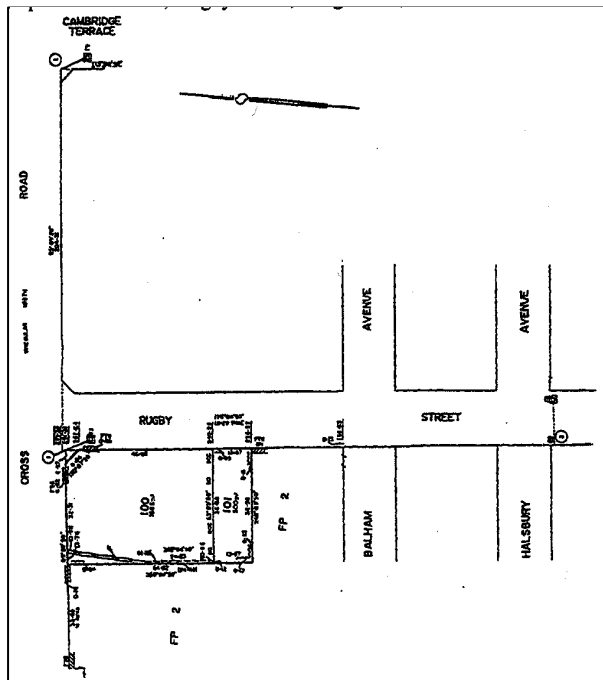
TAKE notice that, pursuant to section 23 (3) of the Land and Business (Sale and Conveyancing) Act 1994, I, Kenneth Trevor Griffin, Minister for Consumer Affairs, do hereby exempt the person named in Schedule 1 from the application of section 23 (2) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Robyn Louise Conroy, an officer/employee of Smallacombe Real Estate Pty Ltd.

SCHEDULE 2

The portion of the land contained in certificate of title register book volume 5329, folio 234, which is designated in the attached plan as Lot 101, Rugby Street, Kingswood, S.A. 5062.



Drawn for and on behalf of the Minister for Consumer Affairs by the Commissioner for Consumer Affairs.

Dated 1 February 1999.

H. J. GILMORE, Commissioner

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that O Nominees Pty Ltd (ACN 080 011 883), c/o Wallmans Solicitors, 173 Wakefield Street, Adelaide, S.A. 5000 has applied to the Liquor and Gaming Commissioner for the transfer of a Special Circumstances Licence and Gaming Machine Licence in respect of premises situated at 2 Ocean Street, Victor Harbor, S.A. 5211 and known as Hotel Crown.

The applications has been set down for hearing on 26 February 1999. Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 27 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that P. Nominees Pty Ltd (ACN 084 804 964) c/o Wallmans Solicitors, 173 Wakefield Street, Adelaide, S.A. 5000 has applied to the Liquor and Gaming Commissioner for the transfer of a Special Circumstances Licence and Gaming Machine Licence in respect of premises situated at Albert Place, Victor Harbor, S.A. 5211 and known as Victor Resort Hotel.

The application has been set down for hearing on 26 February 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 27 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Big Hill Pty Ltd (ACN 085 844 220) has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Wendourie Road, Clare, S.A. 5433 and known as Brice Hill Vineyard Restaurant.

The application has been set down for hearing on 5 March 1999.

Conditions

The following licence conditions are sought:

1. A condition pursuant to section 34 (1) (c) of the Act.
2. Deletion of the existing conditions 1, 2 and 3 on the Restaurant Licence.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 25 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Big Hill Pty Ltd (ACN 085 844 220) has applied to the Licensing Authority for the grant of a Hotel Licence in respect of premises situated at Wendourie Road, Clare, S.A. 5433 and to be known as Brice Hill Hotel.

The application has been set down for hearing on 5 March 1999.

Conditions

The following licence conditions are sought:

1. Extended trading authorisation to apply as follows:
 - Monday to Saturday, midnight to 3 a.m. the following day.
 - Sunday 8 a.m. to 11 a.m. and 8 p.m. to 9 p.m. for off licence consumption, 3 a.m. the following day for on licence consumption.
2. Entertainment consent to apply to the whole of the licensed premises including the above extended hours sought.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 25 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Barreau Corporation Pty Ltd (ACN 072 401 346) has applied to the Licensing Authority for a Variation to the Extended Trading Authorisation which is in force in respect of premises situated at 94 Main North Road, Prospect and known as Windmill Hotel.

The application has been set down for hearing on Friday, 5 March 1999 at 9 a.m.

Conditions

The following licence conditions are sought:

1. That the licensee be permitted to sell liquor for consumption on the licensed premises from midnight to 2 a.m. the following morning each Wednesday, Thursday, Friday and Saturday of each week, and from 11 p.m. to midnight each Sunday.

2. That the extended trading authorisation shall apply to the whole of the licensed premises during the days and times sought in this application and all other times previously authorised for extended trading each Sunday.

3. That entertainment may be provided during the extended trading hours.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 28 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Peter Fordham Grieve and Lynette Fay Grieve, 5 Porter Street, Naracoorte, S.A. 5271 have applied to the Licensing Authority for a Restaurant Licence with Entertainment Consent in respect of premises situated at Shop 6, Kincaig Plaza, Robertson Street, Naracoorte, S.A. 5271 and known as The Blacksmith's Café.

The application has been set down for hearing on 5 March 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 19 January 1999.

Applicants

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Woolies Liquor Stores Pty Ltd c/o Griffins Lawyers, Level 14, 26 Flinders Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the grant of a Retail Liquor Merchant's Licence in respect of premises to be situated at 27 Liverpool Street, Port Lincoln and known as Mac's Liquor—Port Lincoln.

The application has been set down for hearing on 5 March 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Gavin Solly Investments Pty Ltd has applied to the Licensing Authority for a Residential Licence in respect of premises situated at Allotment 1, deposited plan 44980, Western River Road, Hundred of Gosse, Kangaroo Island, S.A. 5220 and to be known as Western River Valley Cottages.

The application has been set down for hearing on 5 March 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Waikerie Hotel Motel Ltd has applied to the Licensing Authority for a Variation to the Extended Trading Authorisation in respect of premises at corner Coombe and McCoy Streets, Waikerie, S.A. 5330 and known as Waikerie Hotel.

The application has been set down for hearing on 5 March 1999.

Condition

The following licence condition is sought:

To delete area 4 and add areas 1 and 2 as Extended Trading Authorisation.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that C. & M. Vorrasi Pty Ltd (ACN 084 906 392) c/o Wallmans Solicitors, 173 Wakefield Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for transfer of the Restaurant Licence in respect of premises situated at Shop 3, 108 Jetty Road, Glenelg known as Evida Cafe Bar Grill.

The application has been set down for hearing on 8 March 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 28 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Sonpen Pty Limited (ACN 084 209 843) c/o Mansom & Co., 4a Third Street, Murray Bridge, S.A. 5253 has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Jervois Road, Murray Bridge, S.A. 5253 and known as Willow Tree Restaurant.

The application has been set down for hearing on 8 March 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 22 January 1999.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Zhong Ping Liang and Irene Liang, 133 Greensborough Road, MacLeod, Vic. 3085 have applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 114 Renmark Avenue, Renmark, S.A. 5341 and known as Golden Palace Chinese Restaurant.

The application has been set down for hearing on 8 March 1999.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 2nd Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 25 January 1999.

Applicants

LOCAL GOVERNMENT ACT 1934

BOUNDARY ADJUSTMENT FACILITATION PANEL
JOINT STRUCTURAL REFORM PROPOSAL*Adelaide Hills Council, City of Burnside*

PURSUANT to section 20 (4) of the Local Government Act 1934, as amended, notice is hereby given that the Boundary Adjustment Facilitation Panel has received a joint structural reform proposal from the Adelaide Hills Council and the City of Burnside to transfer the suburbs of Skye and Auldana from the control of the Adelaide Hills Council to the City of Burnside.

S. LAW, Chairman, Office of Local Government

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Primary Industries, Natural Resources and Regional Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Grenfell Resources NL

Location: West Childara area—Approximately 100 km north of Ceduna, bounded as follows: Commencing at a point being the intersection of latitude 31°09'S and longitude 133°37'E, thence east to longitude 134°00'E, south to latitude 31°11'S, east to longitude 134°10'E, south to latitude 31°17'S, west to longitude 133°30'E, north to latitude 31°13'S, east to longitude 133°37'E, and north to the point of commencement, all the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p.4984 of *Commonwealth Gazette* number 84 dated 6 October 1966.

Term: 1 year

Area in km²: 798

Ref. D.M.E. No.: 249/1998

Dated 4 February 1999.

L. JOHNSTON, Mining Registrar

NATIONAL PARKS REGULATIONS 1990

Closure of the Gammon Ranges National Park

PURSUANT to Regulation 7 (3) (c) of the National Parks Regulations 1990, I, Allan Norman Holmes, the Director of National Parks and Wildlife, close to the public the whole of the Gammon Ranges National Park from sunrise on Saturday, 6 February 1999, until sunset on Sunday, 14 February 1999.

The internal roads within the park will be closed to the public. However, the following roads within the park will be exempted from the closure:

The main road connecting Copley, Nepabunna and Balcanoona.

The main road connecting Blinman, Wirrealpa, Balcanoona and Arkaroola.

The main road connecting Yunta and Arkaroola.

The purpose of the closure is to ensure the safety of the public during a feral animal culling program within the park during the period.

Use of Firearms Within the Park

Pursuant to Regulations 7 (4), 18 (1) and 37 of the National Parks Regulations 1990, I, Allan Norman Holmes, the Director of National Parks and Wildlife, grant permission to members of the Hunting and Conservation Branch of the Sporting Shooters Association of Australia, in possession of both a current Hunting Permit and a firearm to enter and remain in the Gammon Ranges National Park for the purpose of taking feral animals during the period from sunrise on Saturday, 6 February 1999 until sunset on Sunday, 14 February 1999.

This permission is conditional upon the observance by each of those persons of the requirements of the National Parks and Wildlife Act 1972, the National Parks Regulations 1990 and the National Parks and Wildlife (Hunting) Regulations 1996, including those requiring compliance with the directions, requests, requirements and orders of wardens.

Dated 11 January 1999.

A. N. HOLMES, Director, National Parks
and Wildlife

NATIONAL PARKS REGULATIONS 1990

Closure of the Dutchman's Stern Conservation Park

PURSUANT to Regulation 7 (3) (c) of the National Parks Regulations 1990, I, Allan Norman Holmes, the Director of National Parks and Wildlife, close to the public the whole of the Dutchman's Stern Conservation Park from sunset on 28 January 1999, until sunrise on 2 February 1999 and from sunrise on 26 February 1999 until sunset on 28 February 1999.

The internal roads within the park will be closed to the public, however, the following roads within the park will be exempted from the closure:

The main road connecting Copley, Nepabunna and Balcanoona.

The main road connecting Blinman, Wirrealpa, Balcanoona and Arkaroola.

The main road connecting Yunta and Arkaroola.

The purpose of the closure is to ensure the safety of the public during a feral animal culling program within the park during the period.

Use of Firearms Within the Park

Pursuant to Regulations 7 (4), 18 (1) and 37 of the National Parks Regulations 1990, I, Allan Norman Holmes, the Director of National Parks and Wildlife, grant permission to members of the Hunting and Conservation Branch of the Sporting Shooters Association of Australia, in possession of both a current Hunting Permit and a firearm to enter and remain in the Dutchman's Stern Conservation Park from sunset on 28 January 1999 until sunrise on 2 February 1999 for ground operations and from sunset on 26 February 1999 until sunset on 28 February 1999 for aerial operations, for the purpose of taking feral animals.

This permission is conditional upon the observance by each of those persons of the requirements of the National Parks and Wildlife Act 1972, the National Parks Regulations 1990 and the National Parks and Wildlife (Hunting) Regulations 1996, including those requiring compliance with the directions, requests, requirements and orders of wardens.

Dated 27 January 1999.

A. N. HOLMES, Director, National Parks
and Wildlife

OUTBACK AREAS COMMUNITY DEVELOPMENT TRUST

Appointment

NOTICE is hereby given that the Outback Areas Community Development Trust has appointed Andrew Peden as Dog and Cat Management Officer, pursuant to sections 27 and 28 of the Dog and Cat Management Act 1995, for the period from 1 February 1999 to 12 February 1999.

B. MCINTOSH, Chairman

PASSENGER TRANSPORT ACT 1994

Appointment

PURSUANT to section 57 of the Passenger Transport Act 1994, the following person has been authorised by the Passenger Transport Board to act as a Prescribed Officer:

Abigail Walters

H. WEBSTER, Executive Director,
Passenger Transport Board

PASSENGER TRANSPORT ACT 1994

Appointment

NOTICE is hereby given that the following person has been appointed by the Minister for Transport under section 53 of the Passenger Transport Act 1994, to be an Authorised Officer under that Act:

Abigail Walters

H. WEBSTER, Executive Director,
Passenger Transport Board

PETROLEUM ACT 1940

Applications for Production Licences

APPLICATIONS for a Petroleum Production Licence over the Moolion and Moolion North Fields in the Cooper Basin have been received.

The application areas include portions of the Coongie Lakes Control Zone.

The applications may be inspected at the Department of Primary Industries and Resources SA, Ground Floor, 101 Grenfell Street, Adelaide (ph 8463 3001).

Written submissions in relation to the granting of the above tenement are invited to be received by no later than Friday, 5 March 1999. Submissions should be made to the attention of R. A. Laws, Director Petroleum, Department of Primary Industries and Resources SA, G.P.O. Box 1671, Adelaide, S.A. 5001.

Dated 2 February 1999.

R. A. LAWS, Director, Petroleum Group for and on
behalf of R. G. KERIN, Minister for Primary
Industries, Natural Resources and Regional
Development.

SOUTH AUSTRALIAN GOVERNMENT

SUMMARY OF THE COMPARATIVE STATEMENT ON THE CONSOLIDATED ACCOUNT FOR
THE QUARTERS ENDED 30 SEPTEMBER 1998 AND 30 SEPTEMBER 1997.*(Prepared on a Cash Basis)*

- Quarter ended -		
30 September 1998	30 September 1997	Increase / (Decrease)
\$ 000	\$ 000	\$ 000
PAYMENTS		
1,356,583	1,271,607	84,976
RECEIPTS		
1,199,039	1,097,781	101,258
FINANCING REQUIREMENT		
157,544	173,826	(16,282)
BORROWINGS/(REPAYMENT OF DEBT)		
RESULT		
(157,544) deficit	(173,826) deficit	

SOUTH AUSTRALIAN GOVERNMENT

COMPARATIVE STATEMENT OF THE PAYMENTS ON THE CONSOLIDATED ACCOUNT
FOR THE QUARTERS ENDED 30 SEPTEMBER 1998 AND 30 SEPTEMBER 1997.*(Prepared on a cash basis)*

	- Quarter ended -	
	30 September 1998	30 September 1997
	\$ 000	\$ 000
PAYMENTS -		
The Legislature	3,342	3,802
Premier and Minister for Multicultural Affairs	13,416	10,179
Deputy Premier, Minister for Industry, Trade and Tourism	36,551	37,954
Minister for Local Government and Minister Assisting for Tourism	18,857	36,066
Treasurer	242,115	203,237
Attorney-General, Minister for Justice and Minister for Consumer Affairs	30,623	29,608
Minister for Police, Correctional Services and Emergency Services	106,986	103,226
Minister for Human Services, Minister for Disability Services and Minister for the Ageing	294,334	179,687
Minister for Transport and Urban Planning, Minister for the Arts and Minister for the Status of Women	90,969	100,482
Minister for Government Enterprises and Minister Assisting the Premier for Information Economy	2,000	2,000
Minister for Administrative Services and Minister for Information Services	16,400	15,116
Minister for Education, Children's Services and Training Minister for Youth and Minister for Employment	405,699	368,688
Minister for Environment and Heritage and Minister for Aboriginal Affairs	34,895	24,986
Minister for Primary Industries, Natural Resources and Regional Development	26,065	25,755
Special Acts (a)	34,331	130,821
Total Payments	1,356,583	1,271,607

(a) Reduction in payments due to the majority of superannuation and pension provisions now being processed directly through special deposit accounts as from 1 July 1998.

SOUTH AUSTRALIAN GOVERNMENT

COMPARATIVE STATEMENT OF THE RECEIPTS AND BORROWINGS ON THE CONSOLIDATED ACCOUNT FOR THE QUARTERS ENDED 30 SEPTEMBER 1998 AND 30 SEPTEMBER 1997.

(Prepared on a Cash Basis)

	- Quarter ended -	
	30 September 1998	30 September 1997
	\$ 000	\$ 000
RECEIPTS -		
Taxation -		
Business Franchises and Levies (a)	3,752	61,315
Commonwealth Replacement Grants (a)	130,708	-
Financial Institutions Duty	22,200	22,354
Debits Tax	15,188	14,034
Gambling (b)	67,864	43,225
Land Tax	1,269	8,151
Payroll Tax	165,498	158,690
Stamp Duties	121,710	108,987
Total Taxation	528,189	416,756
Contributions from State Undertakings	47,042	24,755
Recoveries -		
Superannuation (c)	26,265	116,680
Other	2,721	2,954
Total Recoveries	28,986	119,634
Fees and Charges (d)	25,716	28,332
Royalties	18,892	20,739
Commonwealth -		
General Purpose Grants	421,623	412,580
Specific Purpose Grants	45,649	39,670
Total Commonwealth	467,272	452,250
Other Receipts (e)	82,942	35,315
Total Receipts	1,199,039	1,097,781
BORROWINGS/(REPAYMENT OF DEBT)		
South Australian Government Financing Authority	-	-
Total Receipts and Borrowings/(Repayment of Debt)	1,199,039	1,097,781

- (a) On 5 August 1997, the High Court invalidated the NSW tobacco franchise tax. Following this decision, all States and Territories ceased to collect business franchise fees on tobacco, petrol and liquor. Under revised arrangements, Commonwealth Replacement Grants were introduced.
- (b) Gambling taxation receipts for the quarter ended 30 September 1997 are understated by \$16.1 million reflecting a misreporting of Lotteries Commission revenue in this period. This error was corrected in October 1997.
- (c) Reduction in receipts due to superannuation recoveries now being processed directly through special deposit accounts as from 1 July 1998.
- (d) Includes receipts previously shown as Regulatory fees and fines.
- (e) Includes interest recoveries previously processed through a special deposit account.

REAL PROPERTY ACT NOTICE

WHEREAS the persons named at the foot hereof have each respectively for himself made application to have the land set forth and described before his name at the foot hereof brought under the operation of the Real Property Act: Notice is hereby given that unless caveat be lodged with the Registrar-General by some person having estate or interest in the said lands on or before the expiration of the period herein below for each case specified, the said several pieces of land will be brought under the operation of the said Act as by law directed. Diagrams delineating these parcels of land may be inspected at the Lands Titles Registration Office, Adelaide, and in the offices of the several corporations or district councils in which the lands are situated.

THE SCHEDULE

No. of Application	Description of Property	Name	Residence	Date up to and inclusive of which caveat may be lodged
30674	Portion of Town Acre 813, City of Adelaide, Hundred of Yatala more particularly delineated as 'B' in filed Plan No. 38830 subject to a right of way created by conveyance No. 371 book 19 together with a free and unrestricted right of way over the land marked 'C' in filed Plan No. 38830	Shirley Gwendoline Hammersley	Flat 1 corner of Wellington Square and Barnard Street, North Adelaide, S.A. 5006	6 April 1999
		Helen Rosemary Bagot	Flat 2 corner of Wellington Square and Barnard Street, North Adelaide, S.A. 5006	
		Jay Engelbrecht	6/23 Wellington Square, North Adelaide, S.A. 5006	
		Jeffrey Gordon Swift	7/12 Barnard Street, North Adelaide, S.A. 5006	
		Vivian George Eyers	8/12 Barnard Street, North Adelaide, S.A. 5006	
		William Alfred Gerald Gibbings and Barbara Florence Gibbings	9/16 Barnard Street, North Adelaide, S.A. 5006	
		Timothy Clive Corbin	11/23 Wellington Square, North Adelaide, S.A. 5006	
		Gwyneth Ann Ottrey	12/16 Barnard Street, North Adelaide, S.A. 5006	
		Jay Engelbrecht and Ranembe Morgan as executors of the estate of Gwendoline Maud Rhodes	6/23 Wellington Square, North Adelaide, S.A. 5006 and 29 St Andrews Street, Walkerville, S.A. 5081 respectively	
		Lougina Pty Ltd	128 Alexandra Avenue, Toorak Gardens, S.A. 5065	
		Arnendo Investments Pty Ltd	4/23 Wellington Square, North Adelaide, S.A. 5006	

Dated 21 January 1999, at the Lands Titles Registration Office, Adelaide.

D. J. MACKINTOSH, Deputy Registrar-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Public Road, adjoining Section 48, Hundred of Sherlock
Deposited Plan 51556*

BY Road Process Order made on 18 December 1998, The Coorong District Council ordered that:

1. The whole of the public road adjoining the western boundary of section 48 more particularly delineated and lettered 'A' in Preliminary Plan No. PP32/0331 be closed.

2. The whole of the land subject to closure be transferred to KEVIN JOHN KRUEGER and LEANNE JOY KRUEGER in accordance with agreement for transfer dated 12 May 1998 entered into between The Coorong District Council and Kevin John Krueger and Leanne Joy Krueger.

On 11 January 1999 that order was confirmed by the Minister for Administrative Services conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 February 1999.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Public Road (Old Naracoorte Road), Hundred of Conmurra
Deposited Plan 51127*

BY Road Process Order made on 14 October 1998, The District Council of Lucindale (now The District Council of Naracoorte and Lucindale) ordered that:

1. The whole of the public road (Old Naracoorte Road), adjoining the northern boundary of sections 217, 218, 189 and 224 more particularly lettered 'A', 'B', 'C' and 'D' in Preliminary Plan No. PP32/0349 be closed.

2. The whole of the land subject to closure lettered 'A', 'B', and 'D' be transferred to GRAEME GILBERT MOFFATT and ANNETTE CRAWFORD MOFFATT in accordance with agreement for transfer dated 18 August 1998 entered into between The District Council of Lucindale and Graeme Gilbert Moffatt and Annette Crawford Moffatt.

3. Vest in the Crown the whole of the land subject to closure lettered 'C'.

On 2 November 1998 that order was confirmed by the Minister for Administrative Services conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 February 1999.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Public Road Charlick Circuit, City of Adelaide
Deposited Plan 51038*

BY Road Process Order made on 21 October 1998, the Corporation of the City of Adelaide Council ordered that:

1. Portion of the southern boundary of allotment 105 in Deposited Plan 50445 forming a widening of the adjoining Charlick Circuit shown delineated and numbered '1' on the Preliminary Plan No. PP32/0340 be opened as road.

2. Two portions of public road (Charlick Circuit) situated adjoining the northern boundary of the said road shown more

particularly delineated and lettered 'A' and 'B' on Preliminary Plan No. PP32/0340 be closed.

3. The whole of the land subject to closure marked 'A' be transferred to the MINISTER FOR GOVERNMENT ENTERPRISES in accordance with agreement for transfer dated 21 October 1998 entered into between the Corporation of the City of Adelaide and the Minister for Government Enterprises.

4. The whole of the land subject to closure marked 'B' be transferred to LIBERMAN GROUP PTY LTD in accordance with agreement for exchange dated 21 October 1998 entered into between the Corporation of the City of Adelaide and Liberman Group P/L.

On 23 November 1998 that order was confirmed by the Minister for Administrative Services, conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 February 1999.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Public Road Cliff Street, Waikerie
Deposited Plan 51149*

BY Road Process Order made on 3 August 1998, the Loxton Waikerie Council ordered that:

1. Portion of the public road (Cliff Street) adjoining allotment 2 in Deposited Plan 47304, more particularly delineated and lettered 'A' on the Preliminary Plan No. PP32/0174 be closed.

2. The whole of the land subject to closure be transferred to THE SOUTH AUSTRALIAN WATER CORPORATION in accordance with agreement for transfer dated 3 August 1998 entered into between the Loxton Waikerie Council and the SA Water Corporation.

On 2 November 1998 that order was confirmed by the Minister for Administrative Services, conditionally on the approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

3. The following easement is granted over portion of the land subject to that closure.

Grant to the Electricity Trust of South Australia an easement for underground electricity supply and transformer purposes.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 February 1999.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Public Road (walkway) Vine Street-Meaney Drive, Town of
Freeling
Deposited Plan 50437*

BY Road Process Order made on 16 June 1998, The District Council of Kapunda and Light ordered that:

1. The whole of the public road (walkway) between Vine Street and Meaney Drive, more particularly delineated and lettered 'A' and 'B' on the Preliminary Plan No. PP32/0018 be closed.

2. The whole of the land subject to closure lettered 'A' to be transferred to CHAMBERLAIN INVESTMENTS PTY LTD and DEKOK NOMINEES PTY LTD in accordance with agreement for transfer dated 16 June 1998 entered into between The District Council of Kapunda and Light and Chamberlain Investments Pty Ltd and Dekok Nominees Pty Ltd.

3. The whole of the land subject to closure lettered 'B' to be transferred to the SOUTH AUSTRALIAN HOUSING TRUST in accordance with agreement for transfer dated 16 June 1998 entered into between The District Council of Kapunda and Light and South Australian Housing Trust.

4. The following easement is granted over the land subject to that closure.

Grant to The District Council of Kapunda and Light an easement for drainage purposes over portion of the land.

On 3 August 1998 that order was confirmed by the Minister for Administrative Services, conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 February 1999.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Public Road, Pepper Trees Hundred of Younghusband

NOTICE is hereby given, pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the MID MURRAY COUNCIL proposes to make a Road Process Order to close and transfer to R. J. and C. J. EVANS portion of the public road adjoining the eastern boundary of Section 944, shown more particularly delineated and lettered 'A' on the Preliminary Plan No. PP32/0398.

A copy of the plan and a statement of persons affected are available for public inspection at the offices of the Council at 49 Adelaide Road, Mannum, S.A. 5238 and the Adelaide office of the Surveyor-General during normal office hours.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons.

The application for easement or objection must be made in writing to the Council at P.O. Box 28, Mannum S.A. 5238 WITHIN 28 DAYS OF THIS NOTICE and a copy must be forwarded to the Surveyor-General at G.P.O. Box 1354, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated 4 February 1999.

P. M. KENTISH, Surveyor-General

SOUTH AUSTRALIAN CO-OPERATIVE AND COMMUNITY HOUSING ACT 1991

Dissolution of Co-operative

NOTICE is hereby given that the South Australian Community Housing Authority by virtue of the powers conferred by section 78 (2) of the South Australian Co-operative and Community Housing Act 1991, has declared the EcoCity Housing Co-operative defunct and has cancelled the incorporation of the Co-operative, whereupon the registered housing co-operative is dissolved.

D. ENGELHARDT, General Manager

REGULATIONS UNDER THE PUBLIC CORPORATIONS ACT 1993

No. 8 of 1999

At the Executive Council Office at Adelaide 4 February 1999

PURSUANT to the *Public Corporations Act 1993* and with the advice and consent of the Executive Council, I make the following regulations.

E. J. NEAL Governor

PURSUANT to section 10AA(2) of the *Subordinate Legislation Act 1978*, I certify that, in my opinion, it is necessary or appropriate that the following regulations come into operation as set out below.

ROB LUCAS Treasurer

SUMMARY OF PROVISIONS**PART 1****PRELIMINARY**

1. Citation
2. Commencement
3. Interpretation

PART 2**APPLICATION OF ACT TO MINISTER**

4. Application of Act to Minister

PART 3**ADELAIDE ENTERTAINMENTS CORPORATION****DIVISION 1—ESTABLISHMENT AND CONSTITUTION OF SUBSIDIARY**

5. Establishment of subsidiary (s. 24)
6. Establishment of board
7. Composition of board
8. Conditions of membership
9. Vacancies or defects in appointment of directors
10. Remuneration
11. Proceedings
12. Disclosure

DIVISION 2—FUNCTIONS AND PERFORMANCE

13. Functions of subsidiary
14. Charter
15. Performance statement
16. Subsidiary companies
17. Indirect or joint operations by subsidiary

DIVISION 3—FINANCIAL AND RELATED MATTERS

18. Internal audit
19. Quarterly reports
20. Loans, etc., require approval
21. Provision of information
22. Dividends
23. Common seal and execution of documents
24. Annual report

**PART 1
PRELIMINARY****Citation**

1. These regulations may be cited as the *Public Corporations (Adelaide Entertainments Corporation) Regulations 1999*.

Commencement

2. These regulations come into operation on the day on which they are made.

Interpretation

3. In these regulations, unless the contrary intention appears—

"**Act**" means the *Public Corporations Act 1993*;

"**board**" means the board of directors established as the governing body of the subsidiary under Part 3;

"**director**" means a person appointed or holding office as a member of the board under Part 3;

"**Minister**" means the Minister for Tourism;

"**the subsidiary**" means the *Adelaide Entertainments Corporation* established under Part 3.

PART 2
APPLICATION OF ACT TO MINISTER

Application of Act to Minister

4. The following provisions of the Act apply to the Minister:

- (a) Part 1 (*Preliminary*);
- (b) section 24 (*Formation of subsidiary by regulation*);
- (c) section 25 (*Dissolution of subsidiary established by regulation*);
- (d) the schedule (*Provisions applicable to subsidiaries*).

PART 3
ADELAIDE ENTERTAINMENTS CORPORATION

DIVISION 1—ESTABLISHMENT AND CONSTITUTION OF SUBSIDIARY

Establishment of subsidiary (s. 24)

5. (1) The *Adelaide Entertainments Corporation* is established as a subsidiary of the Minister.

(2) The subsidiary—

(a) is a body corporate; and

(b) has perpetual succession and a common seal; and

(c) is capable of suing and being sued in its corporate name.

Establishment of board

6. (1) A board of directors is established as the governing body of the subsidiary.

(2) Anything done by the board in the administration of the subsidiary's affairs is binding on the subsidiary.

Composition of board

7. (1) The board consists of the number of directors appointed by the Minister (being not less than five nor more than seven) for the time being holding office as members of the board.

(2) One director will be appointed by the Minister to chair meetings of the board.

(3) The Minister may appoint a director to be the deputy of the director appointed to chair the board and the deputy may perform or exercise the functions and powers of that director in his or her absence.

(4) On the office of a director becoming vacant, a person may be appointed in accordance with this regulation to the vacant office.

(5) The Minister may appoint a suitable person to be deputy of a member of the board during any period of absence of the member (and any reference to a director in these regulations will be taken to include, unless the contrary intention appears, a reference to a deputy while acting as a member of the board).

Conditions of membership

8. (1) A director will be appointed for a term, not exceeding three years, specified in the instrument of appointment and, at the expiration of a term of appointment, will be eligible for reappointment.

(2) The office of a director becomes vacant if the director—

(a) dies; or

(b) completes a term of office and is not reappointed; or

(c) resigns by written notice to the Minister; or

- (d) becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors; or
- (e) is convicted of an indictable offence; or
- (f) is removed from office by the Minister by written notice.

Vacancies or defects in appointment of directors

9. An act of the board is not invalid by reason only of—

- (a) a vacancy in its membership that brings the number of directors holding office as members of the board to less than five; or
- (b) a defect in the appointment of a director.

Remuneration

10. A director is entitled to be paid from the funds of the subsidiary such remuneration, allowances and expenses as may be determined by the Minister.

Proceedings

11. (1) A quorum of the Board consists of one half the total number of its members (ignoring any fraction resulting from the division) plus one, and must include the director appointed to chair the board or the director appointed as that director's deputy.

(2) The director appointed to chair the board will preside at meetings of the board at which he or she is present.

(3) If the director appointed to chair the board is absent from a meeting of the board the director appointed as that director's deputy will preside.

(4) A decision carried by a majority of the votes cast by directors at a meeting is a decision of the board.

(5) Each director present at a meeting of the board has one vote on a question arising for decision and, if the votes are equal, the director presiding at the meeting may exercise a casting vote.

(6) A telephone or video conference between directors will, for the purposes of this regulation, be taken to be a meeting of the board at which the participating directors are present if—

- (a) notice of the conference is given to all directors in the manner determined by the board for that purpose; and
- (b) each participating director is capable of communicating with every other participating director during the conference.

(7) A proposed resolution of the board becomes a valid decision of the board despite the fact that it is not voted on at a meeting of the board if—

- (a) notice of the proposed resolution is given to all directors in accordance with procedures determined by the board; and

(b) a majority of the directors express their concurrence in the proposed resolution by letter, telex, facsimile transmission or other written communication setting out the terms of the resolution.

(8) The board must cause accurate minutes to be kept of its proceedings.

(9) A person authorised in writing by the Treasurer may attend (but not participate in) a meeting of the board and may have access to papers provided to directors for the purpose of the meeting.

(10) If the board considers that a matter dealt with at a meeting attended by a representative of the Treasurer should be treated as confidential, the board may advise the Treasurer of that opinion giving the reason for the opinion and the Treasurer may, subject to subregulation (11), act on that advice as the Treasurer thinks fit.

(11) If the Treasurer is satisfied on the basis of the board's advice under subregulation (10) that the subsidiary owes a duty of confidence in respect of a matter, the Treasurer must ensure the observance of that duty in respect of the matter, but this subregulation does not prevent a disclosure as required in the proper performance of ministerial functions or duties.

(12) Subject to these regulations, the board may determine its own procedures.

Disclosure

12. (1) Where the subsidiary discloses to the Minister or the Treasurer in pursuance of the Act or these regulations a matter in respect of which the subsidiary owes a duty of confidence, the subsidiary must give notice in writing of the disclosure to the person to whom the duty is owed.

(2) A director of the subsidiary does not commit any breach of duty by reporting a matter relating to the affairs of the subsidiary to the Minister or the Treasurer.

DIVISION 2—FUNCTIONS AND PERFORMANCE

Functions of subsidiary

13. (1) The subsidiary's functions are limited to the following:

- (a) to manage and operate the Adelaide Entertainment Centre site;
- (b) to manage, promote and sponsor events at the Adelaide Entertainment Centre site;
- (c) to manage, promote and sponsor events at the Adelaide Entertainment Centre site or elsewhere;
- (d) to foster and assist the commercial development of the Adelaide Entertainment Centre site in order to complement and enhance the commercial potential of the Adelaide Entertainment Centre;
- (e) to carry out other functions conferred on the subsidiary by the Minister.

(2) The subsidiary must obtain the approval of the Minister before it makes a material change to its policy direction or budget.

(3) For the purposes of this regulation, the "**Adelaide Entertainment Centre site**" means the area of land in the suburb of Hindmarsh bounded by Adam Street, Manton Street, Mary Street and Port Road but excluding—

- (a) the land comprised in Certificate of Title Volume 5243 Folio 976 and Certificate of Title Volume 5243 Folio 783; and
- (b) Orsmond Street.

Charter

14. (1) The Minister and the Treasurer must prepare a charter for the subsidiary.

(2) The charter must address—

- (a) the nature and scope of the subsidiary's operations;
- (b) the subsidiary's obligations to report on its operations;
- (c) the form and contents of the subsidiary's accounts and financial statements;
- (d) any accounting, internal auditing or financial systems or practices to be established or observed by the subsidiary;
- (e) the acquisition or disposal of capital or assets.

(3) The charter may deal with any other matter not specifically referred to in subregulation (2).

(4) The charter must be reviewed by the Minister at the end of each financial year.

(5) The Minister and the Treasurer may amend the charter at any time.

(6) The charter, or an amendment to the charter, comes into force and is binding on the subsidiary on a day specified in the charter or amendment (but without affecting any contractual obligations previously incurred by the subsidiary).

(7) On the charter or an amendment to the charter coming into force, the Minister must, within 12 sitting days, have copies of the charter, or the charter in its amended form, laid before both Houses of Parliament.

Performance statement

15. (1) The Minister must, when preparing the charter for the subsidiary, also prepare, after consultation with the subsidiary and the Treasurer, a performance statement setting the various performance targets that the subsidiary is to pursue in the coming financial year or other period specified in the statement and dealing with such other matters as the Minister considers appropriate.

(2) The Minister must, after consultation with the subsidiary and the Treasurer, review the performance statement when reviewing the subsidiary's charter.

(3) The Minister may, after consultation with the subsidiary and the Treasurer, amend the performance statement at any time.

Subsidiary companies

16. (1) The subsidiary must not, without the approval of the Treasurer—

- (a) form a subsidiary company; or
- (b) acquire, or enter into any arrangement under which it will at a future time or would on the happening of some contingency hold, relevant interests in shares in a company such that the company becomes a subsidiary of the subsidiary.

(2) The Treasurer may, as a condition of approval under this regulation, or by direction, require the subsidiary to take steps to include in a subsidiary company's memorandum or articles of association such provisions as the Treasurer considers appropriate—

- (a) imposing limitations on the nature or scope of the company's operations; or
- (b) imposing other controls or practices,

consistent with those applicable to the subsidiary.

Indirect or joint operations by subsidiary

17. (1) The subsidiary must not, without the approval of the Treasurer, enter into a scheme or arrangement or joint venture with another person or undertake any operations or transactions pursuant to such a scheme, arrangement or joint venture except where—

- (a) the principal purpose of the scheme, arrangement or joint venture is to stage an event or function; and
- (b) the board is satisfied that the maximum amount for which the subsidiary will become liable as a result of its involvement in the scheme, arrangement or joint venture does not exceed \$50 000.

(2) In subregulation (1)—

"**scheme or arrangement**" means a trust scheme or a partnership and includes any other scheme or arrangement for sharing profits.

DIVISION 3—FINANCIAL AND RELATED MATTERS**Internal audit**

18. (1) The subsidiary must establish and maintain effective internal auditing of its operations.

(2) The subsidiary must, unless exempted by the Treasurer, establish an audit committee.

(3) The audit committee will comprise—

- (a) a member of the board of the subsidiary, or such members of the board as the board may from time to time determine; and
- (b) such other person or persons as the board may from time to time appoint,

but may not include the chief executive of the subsidiary.

- (4) The functions of the audit committee include—
- (a) reviewing annual financial statements to ensure that they provide a true and fair view of the state of affairs of the subsidiary; and
 - (b) liaising with external auditors; and
 - (c) reviewing the adequacy of the accounting, internal auditing, reporting and other financial management systems and practices of the subsidiary on a regular basis.

Quarterly reports

19. The subsidiary must report to the Minister on the subsidiary's financial position on a quarterly basis.

Loans, etc., require approval

20. (1) The subsidiary must not lend or advance to any person any money, securities or property without the prior written approval of the Treasurer.

(2) The subsidiary must not undertake commercial borrowings without the prior written approval of the Treasurer.

Provision of information

21. (1) The subsidiary must, at the request in writing of the Treasurer, furnish the Treasurer with such information or records in the possession or control of the subsidiary as the Treasurer may require in such manner and form as the Treasurer may require.

(2) If a record in the possession or control of the subsidiary is furnished to the Treasurer under this regulation, the Treasurer may make, retain and deal with copies of the record as the Treasurer thinks fit.

(3) If the board considers that information or a record furnished under this regulation contains matters that should be treated as confidential, the board may advise the Treasurer of that opinion giving the reason for the opinion and the Treasurer may, subject to subregulation (4), act on that advice as the Treasurer thinks fit.

(4) If the Treasurer is satisfied on the basis of the board's advice under subregulation (3) that the subsidiary owes a duty of confidence in respect of a matter, the Treasurer must ensure the observance of that duty in respect of the matter, but this subregulation does not prevent a disclosure as required in the proper performance of ministerial functions or duties.

(5) The subsidiary must notify the Minister if a request is made under this regulation.

Dividends

22. (1) The subsidiary must, before the end of each financial year, after consultation with the Minister, recommend by writing to the Treasurer that the subsidiary pay a specified dividend, or not pay any dividend, for that financial year, as the subsidiary considers appropriate.

(2) The Treasurer may, after consultation with the Minister, by notice in writing to the subsidiary—

- (a) approve a recommendation of the subsidiary under subregulation (1); or
- (b) determine that a dividend specified by the Treasurer be paid, or that no dividend be paid,

as the Treasurer considers appropriate.

(3) The subsidiary must, if so required by the Treasurer by notice in writing to the subsidiary at any time during a financial year, after consultation with the Minister, recommend by writing to the Treasurer that a specified interim dividend or specified interim dividends be paid by the subsidiary for that financial year, or that no such dividend or dividends be paid by the subsidiary as the subsidiary considers appropriate.

(4) The Treasurer may, after consultation with the Minister, by notice in writing to the subsidiary—

- (a) approve a recommendation of the subsidiary under subregulation (3); or
- (b) determine that an interim dividend or interim dividends specified by the Treasurer be paid, or that no interim dividend be paid,

as the Treasurer considers appropriate.

(5) If the Treasurer approves a recommendation or determines under this regulation that a dividend or interim dividend or dividends be paid by the subsidiary, the dividend or interim dividend or dividends must be paid at the direction of the Treasurer, in the manner and at the time or times determined by the Treasurer, after consultation with the subsidiary and the Minister.

(6) A recommendation under this regulation must be made by the board and may not be made by any person or committee pursuant to a delegation.

Common seal and execution of documents

23. (1) The common seal of the subsidiary must not be affixed to a document except in pursuance of a decision of the board, and the affixing of the seal must be attested by the signatures of two directors.

(2) The board may, by instrument under the common seal of the subsidiary, authorise a director, an employee of the subsidiary (whether nominated by name or by office or title) or any other person to execute documents on behalf of the subsidiary subject to limitations (if any) specified in the instrument of authority.

(3) Without limiting subregulation (2), an authority may be given so as to authorise two or more persons to execute documents jointly on behalf of the subsidiary.

(4) A document is duly executed by the subsidiary if—

- (a) the common seal of the subsidiary is affixed to the document in accordance with this regulation; or
- (b) the document is signed on behalf of the subsidiary by a person or persons in accordance with authority conferred under this regulation.

Annual report

24. (1) The subsidiary must, within three months after the end of each financial year, deliver to the Minister a report on the operations of the subsidiary during that financial year.

(2) The Minister must cause a copy of the report to be laid before both Houses of Parliament within 12 sitting days after receipt of the report.

REGULATIONS UNDER THE WORKERS REHABILITATION AND COMPENSATION ACT 1986

No. 9 of 1999

At the Executive Council Office at Adelaide 4 February 1999

PURSUANT to the *Workers Rehabilitation and Compensation Act 1986* and with the advice and consent of the Executive Council, I make the following regulations.

E. J. NEAL Governor

PURSUANT to section 10AA(2) of the *Subordinate Legislation Act 1978*, I certify that, in my opinion, it is necessary or appropriate that the following regulations come into operation as set out below.

ROB LUCAS Acting Minister for Government Enterprises

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Substitution of Scheds. 1 and 1A

SCHEDULE 1

Scales of Charges—Private Hospitals—Services Other than Psychiatric Services

SCHEDULE 1A

Scale of Charges—Psychiatric Services—Private Hospitals

Citation

1. The *Workers Rehabilitation and Compensation (Scales of Medical and Other Charges) Regulations 1995* (see *Gazette* 16 November 1995 p. 1370), as varied, are referred to in these regulations as "the principal regulations".

Commencement

2. These regulations come into operation on the day on which they are made.

Substitution of Scheds. 1 and 1A

3. Schedules 1 and 1A of the principal regulations are revoked and the following schedules are substituted:

SCHEDULE 1*Scales of Charges—Private Hospitals—Services Other than Psychiatric Services*

Item No.	Service Description		Charge \$
Accommodation-Group A			
Advanced Surgical-Shared Room-Group A			
PR100	1 or more days but not more than 7 days	- per day	409
PR105	8 or more days but not more than 14 days	- per day	365
PR110	15 or more days	- per day	244
Surgical-Shared Room-Group A			
PR120	1 or more days but not more than 7 days	- per day	341
PR125	8 or more days but not more than 14 days	- per day	309
PR130	15 or more days	- per day	206
Medical-Shared-Group A			
PR180	1 or more days but not more than 7 days	- per day	336
PR185	8 or more days but not more than 14 days	- per day	309
PR190	15 or more days	- per day	205
Accommodation-Group B			
Advanced Surgical-Shared Room-Group B			
PR200	1 or more days but not more than 7 days	- per day	365
PR205	8 or more days but not more than 14 days	- per day	330
PR210	15 or more days	- per day	250
Surgical-Shared Room-Group B			
PR220	1 or more days but not more than 7 days	- per day	339
PR225	8 or more days but not more than 14 days	- per day	305
PR230	15 or more days	- per day	200
Medical-Shared Room-Group B			
PR280	1 or more days but not more than 7 days	- per day	339
PR285	8 or more days but not more than 14 days	- per day	305
PR290	15 or more days	- per day	200
Other Accommodation Charges-Group A and B			
PR300	High Dependency Unit	- per day	568
PR310	Advanced Dependency	- per day	718
PR320	Intensive Care	- per day	1700
PR400	Private room allocated on the basis of medical need	- per day	10

Note: A private room can be allocated on the basis of a medical need determined by the treating/admitting medical practitioner. In such a case, the \$10 per day will be paid for occupancy of the private room. In all other cases, the charge for a private room will be the same as the charge prescribed for a shared room.

Inpatient Pain Assessment/Management

PR700	1 or more days but not more than 7 days	- per day	338
PR705	8 or more days but not more than 14 days	- per day	318
PR710	15 or more days	- per day	207

Hospital Rehabilitation Services**Rehabilitation Orthopaedic Program**

PR600	1 or more days but not more than 21 days	- per day	370
PR605	22 or more days	- per day	310

Note: Orthopaedic programs include physiotherapy, hydrotherapy, occupational therapy, case conferences and discharge planning.

Rehabilitation Trauma Program

PR610	1 or more days but not more than 50 days	- per day	460
PR615	51 or more days	- per day	415

Note: Trauma programs include physiotherapy, occupational therapy, psychology, hydrotherapy, dietitian, podiatry, case conferences and discharge planning.

Same Day Services and Charges-Group A and B

PR410	Band 1, including gastrointestinal endoscopy, some minor surgical and non surgical procedures not normally requiring anaesthetic		159
PR420	Band 2, including procedures other than Band 1 performed under local anaesthetic with no sedation. Theatre time less than 1 hour.		248
PR430	Band 3, including procedures other than Band 1 performed under a general or regional anaesthesia or intravenous sedation. Theatre time less than 1 hour.		290
PR440	Band 4, including procedures other than Band 1 performed under general or regional anaesthesia or intravenous sedation. Theatre time 1 hour or more.		321

Note: These descriptions relate to relevant HBF/PH circulars published from time to time by the Commonwealth Department of Human Services and Health.

Theatre Fee-Band		
PRT1A	1A	71
PRT01	1	246
PRT02	2	312
PRT03	3	443
PRT04	4	646
PRT05	5	830
PRT06	6	1090
PRT07	7	1547
PRT08	8	1651
PRT9A	9	1940
PRT09	9	2182
PRT10	10	2879
PRT11	11	4131
PRT12	12	4435
PRT13	13	4201
PRT50	Dental Minor	241
PRT55	Dental Major	436

Note 1: Services in this section will be determined in accordance with the National Procedure Banding Schedule.

Note 2: Only one theatre fee is payable per session.

General Notes

The following hospitals are designated as Group A hospitals for the purpose of this schedule:

Abergeldie Hospital
 Ashford Community Hospital Inc
 Blackwood and District Community Hospital Inc
 Burnside War Memorial Hospital Inc
 Calvary Hospital Adelaide Inc
 Central Districts Private Hospital
 Glenelg Community Hospital Inc
 Hutt Street Private Hospital
 The Memorial Hospital
 Mount Gambier Private Hospital
 North Eastern Community Hospital Inc
 Parkwynd Private Hospital
 Sportsmed SA Hospital Pty Ltd
 St Andrews Hospital
 The Vales Private Hospital
 Wakefield Hospital
 Western Community Hospital.

The following hospital is designated as a Rehabilitation Hospital for the purpose of this schedule:

Griffith Rehabilitation Hospital.

All other private hospitals will be taken to be Group B hospitals for the purpose of this schedule.

SCHEDULE 1A*Scale of Charges-Psychiatric Services-Private Hospitals*

Item No.	Service Description	Charge	\$
Inpatient Services			
PR800	1 or more days but not more than 14 days	- per day	377
PR803	15 or more days but not more than 28 days	- per day	290
PR813	29 or more days but not more than 42 days	- per day	230
PR815	43 or more days	- per day	172
PR850	Private room allocated on the basis of medical need	- per day	10
<p>Note: A private room can be allocated on the basis of a medical need determined by the treating/admitting medical practitioner. In such a case, the \$10 per day will be paid for occupancy of the private room. In all other cases, the charge for a private room will be the same as the charge prescribed for a shared room.</p>			
Intensive Care Unit			
PR825	Intensive Care-Maximum stay 5 days	- per day	630
Same Day Service			
PRO84	Day Program		209
PRO86	Day Program and procedure		270
PRO83	Half-day program		130
PRO82	Electro-convulsive therapy (ECT)		121
PRO87	Marcain therapy		125
PRO81	Groupwork session		50
PRO88	Moderate Clinic		50

Note: The item numbers for same day services begin with the letters "PRO" (not "PR" followed by a zero).

**REGULATIONS UNDER THE LOCAL GOVERNMENT FINANCE AUTHORITY
ACT 1983**

No. 10 of 1999

At the Executive Council Office at Adelaide 4 February 1999

PURSUANT to the *Local Government Finance Authority Act 1983* and with the advice and consent of the Executive Council, I make the following regulations.

E. J. NEAL Governor

PURSUANT to section 10AA(2) of the *Subordinate Legislation Act 1978*, I certify that, in my opinion, it is necessary or appropriate that the following regulations come into operation as set out below.

IAIN EVANS Minister for Industry and Trade

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Variation of schedule—Prescribed Local Government Bodies

Citation

1. The *Local Government Finance Authority Regulations 1987* (see *Gazette* 19 November 1987 p. 1633), as varied, are referred to in these regulations as "the principal regulations".

Commencement

2. These regulations come into operation on the day on which they are made.

Variation of schedule—Prescribed Local Government Bodies

3 The schedule of the principal regulations is varied by inserting after "Building Surveyors and Allied Professions Accreditation Board" under the heading "*Other Bodies*" the following item:

Council Purchasing Co-operative Limited.

LG 13.A/98 CS

E. D. WILSON Clerk of the Council

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CITY OF ADELAIDE

NOTICE is hereby given that the council of the corporation of the City of Adelaide at its meeting held on 1 February 1999, passed, *inter alia*, the following resolutions:

Pursuant to section 359 of the Local Government Act 1934, as amended, the roads described in the following schedule, below, between the hours specified in the schedule, be closed to all vehicles except for emergency vehicles or those given express permission to enter by the Chief Executive Officer.

SCHEDULE

Location	From	To
Chesser Street between Grenfell Street and Pirie Streets	5.00 p.m. on Saturday, 6 February 1999	6.00 p.m. on Sunday, 7 February 1999
East Terrace between Rundle Street and North Terrace	6.00 p.m. on Wednesday, 17 March 1999	2.00 a.m. on Thursday, 18 March 1999
Gilbert Street between King William Street and Tapley Street	6.00 p.m. on Wednesday, 17 March 1999	2.00 a.m. on Thursday, 18 March 1999

JUDE MUNRO, Chief Executive Officer

CITY OF PROSPECT

DEVELOPMENT ACT 1993

Historic (Conservation) Zones Plan Amendment Report—Draft for Public Consultation

NOTICE is hereby given that the City of Prospect has prepared a Historic (Conservation) Zones Plan Amendment Report to amend the City Development Plan. The Plan Amendment Report will amend the Development Plan by introducing Objectives and Principles to address the retention and conservation of identified areas of local historic value. It is also intended to encourage sensitive development in these heritage areas to ensure the retention of heritage cohesiveness of these areas.

The Historic (Conservation) Zones Plan Amendment Report and accompanying explanatory statement will be available for free public inspection during normal office hours at the City of Prospect Council Office, 128 Prospect Road, Prospect, S.A. 5082, from 4 February 1999 to 7 April 1999. A copy of the Plan Amendment Report can also be purchased from Council for \$15 each.

Written submissions regarding the Plan Amendment Report will be received by the City of Prospect until 5.15 p.m. on 7 April 1999. All submissions should be addressed to the City Manager, City of Prospect, P.O. Box 171, Prospect, S.A. 5082.

Copies of all submissions received will be available for inspection by interested persons at the City of Prospect Council Office, 128 Prospect Road, Prospect from 8 April 1999 until 5.15 p.m. on 12 April 1999.

A public hearing will be held in the prospect Town Hall, 126 Prospect Road, Prospect on Monday, 12 April 1999 commencing at 7.30 p.m. All interested persons are welcome to attend and comment on the Plan Amendment Report and any submissions received.

Dated 29 January 1999.

M. LLEWELLYN-SMITH, City Manager

CITY OF SALISBURY

Declaration of Public Road

NOTICE is hereby given that pursuant to section 303 (1) of the Local Government Act 1934, as amended, the City of Salisbury resolved at its meeting held on 25 January 1999, that each portion of land shown as walkway between Caruso Crescent and Tindola Street, Brahma Lodge, adjacent to lots 71 and 72 and lots 82 and 83 in Deposited Plan Nos 7840 and 7841 be declared as public road.

S. HAINS, City Manager

CITY OF WEST TORRENS

Nominations for Supplementary Election

NOTICE is hereby given that at the close of nominations at noon on Friday, 29 January 1999, the following persons have been accepted as candidates to contest the supplementary election for Mayor of the City of West Torrens.

The names of candidates listed below are in the order in which they will appear on the ballot paper.

- John Henry Pilkington
- Reece Ian Jennings
- Androniki (Nicki) Dantalis

The election will be conducted entirely by the use of postal voting. Ballot papers will be forwarded to electors from Wednesday, 10 February 1999 to Friday, 12 February 1999 and must be returned to reach the Returning Officer no later than 6 p.m. on Tuesday, 2 March 1999. There will be a ballot box provided at the Council Office for electors who wish to personally deliver their declaration envelope.

The scrutiny and counting of votes will take place at the George Robertson Room, 165 Burbridge Road, Hilton as soon as practicable after 6.45 p.m. on Tuesday, 2 March 1999.

A provisional declaration will be made at the conclusion of the count on Tuesday, 2 March 1999.

S. H. TULLY, Returning Officer

TOWN OF GAWLER

DEVELOPMENT ACT 1993

Gawler (C.T.) Development Plan—Outdoor Advertising Plan Amendment Report—Draft for Public Consultation

NOTICE is hereby given that the Corporation of the Town of Gawler has prepared a draft Plan Amendment Report to amend the Development Plan as it affects the whole of the Local Government Area of the Corporation of the Town of Gawler, Gawler (C.T.) Development Plan.

The Plan Amendment Report will amend the development plan by introducing Outdoor Advertising Objectives, Principles of Development Control and Desired Future Character Statements into the Gawler (C.T.) Development Plan. The Plan Amendment Report aims to provide greater guidance for developers, the community and the Corporation of the Town of Gawler in the assessment of development applications for outdoor advertisements.

The draft Plan Amendment Report and Statement are available for public inspection during normal office hours at the Corporation of the Town of Gawler Council Offices and Public Library, 89-91 Murray Street, Gawler and at the Gawler Visitors

Centre, 1 Lyndoch Road, Gawler from Thursday, 4 February 1999 until Wednesday, 7 April 1999. Copies of the draft Plan Amendment Report can be purchased for \$5 from council's offices.

Persons interested in making submissions regarding the draft amendment for consideration should do so in writing by 5 p.m. on Wednesday, 7 April 1999. All submissions should be addressed to the Town Manager, Corporation of the Town of Gawler, P.O. Box 130, Gawler, S.A. 5118 and should clearly indicate whether you will wish to speak at the public hearing on your submission.

Submissions received will be available for inspection at the Council Offices, 89-91 Murray Street, Gawler from Thursday, 8 April 1999 until Monday, 3 May 1999.

A public hearing will commence at the Corporation of the Town of Gawler, Council Chamber, 89-91 Murray Street, Gawler at 7.30 p.m. on Tuesday, 4 May 1999, provided that at least one submission indicated an interest in being heard by council. All interested persons are welcome to attend.

Dated 4 February 1999.

J. MCEACHEN, Town Manager

DISTRICT COUNCIL OF THE COPPER COAST

Roads (Open and Closing) Act 1991

NOTICE is hereby given that, pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the District Council of the Copper Coast proposes to make a Road Process Order to:

Open as public road the land numbered '1' to '34' (inclusive), in the Preliminary Plan No. PP32/0394 forming a re-alignment of the greater portion of the Coastal Road, Point Riley-Tickera.

Close portions of the public road being the Coastal Road, Point Riley-Tickera and more particularly delineated and lettered 'a' to 'bd' (inclusive) in the Preliminary Plan No. PP32/0394.

- Closed road 'av', 'bb', 'bd', to be transferred to Lochmore Holdings Pty Ltd.
- Closed road 'c', 'f' to be transferred to Brofern Pty Ltd in exchange for new road. Closed road 'h', 'j', 'n', 's' to be transferred to I. R. Philbey in exchange for new road. Closed road 'u', 'w', 'y', 'aa', 'ab', 'ah', 'aj', 'al', 'am' to be transferred to Donclift Pty Ltd in exchange for new road.
- With the balance of the closed road vesting in the Crown.

A copy of the plan and a statement of persons affected are available for public inspection at the offices of the council, 51 Taylor Street, Kadina and the Adelaide office of the Surveyor-General during normal office hours.

Any person is entitled to object to the proposed road process. Such objection must set out the full name and address of the person making the objection and must be fully supported by reasons.

The objection must be in writing to the council at the above mentioned address within 28 days of the publication of this notice and a copy shall be forwarded to the Surveyor-General in Adelaide. Where a submission is made, the council will give notification of a meeting at which the matter will be considered, so that the person making the submission or a representative may attend, if desired.

Dated 5 January 1999.

J. W. SHANE, Chief Executive Officer

DISTRICT COUNCIL OF ELLISTON

Election by Postal Vote

NOTICE is hereby given that the District Council of Elliston has decided that the Local Government election to be held on 25 February 1999 (Elliston/Sheringa Ward), will be conducted entirely by the use of postal voting papers.

No polling booth will be open for voting on that day. All electors whose names are on the voters roll for the area, will be issued voting papers by post (4 February 1999). Any person who does not receive voting papers but who believes that he or she is entitled to vote at the election may apply to the Returning Officer for voting papers not later than 5 p.m. on 24 February 1999.

The application may be made:

- (1) personally to the Returning Officer; or
- (2) by writing addressed to the Returning Officer at P.O. Box 46, Elliston, S.A. 5670.

D. E. HITCHCOCK, Returning Officer

DISTRICT COUNCIL OF ELLISTON

Periodical Election—Nominations Received

NOTICE is hereby given that at the close of nominations, I have received the following valid nominations from persons eligible for election to fill the following vacancies:

Councillor for Mardinga/Palkagee Ward (one required)
Siviour, Sturt Lindsay

There being no more than the required number of candidates nominated to contest election for Councillor for Mardinga/Palkagee Ward, I have declared Sturt Lindsay Siviour elected to that office:

Councillor for Elliston/Sheringa Ward (one required)
Bourne, Michael Sanderson
Bascomb, Kenneth Ian
Sires, Edwin Howard
Sampson, Reginald Haywood

There being more than the required number of candidates nominated to contest election for Councillor for Elliston/Sheringa Ward, an election will be held on Thursday, 25 February 1999, voting pursuant to section 106a (Postal Voting) of the Local Government Act will apply.

The counting of votes shall be conducted at the Elliston District Council Office, Beach Terrace, Elliston.

D. E. HITCHCOCK, Returning Officer

DISTRICT COUNCIL OF GRANT

Appointments

NOTICE is hereby given that the District Council of Grant at a meeting held on Monday, 1 February 1999, appointed Ross Leslie Jarrad in accordance with section 69 of the Local Government Act 1934, as amended, as an:

- Authorised Person pursuant to Section 82 (1) of the Local Government Act 1934.
- Authorised Officer pursuant to Section 18 (1) (a) and (b) of the Development Act 1993.
- Authorised Officer pursuant to Public and Environmental Health (Waste Control) Regulations 1995.

J. C. MCPHERSON, Deputy District Manager

KANGAROO ISLAND COUNCIL

Airport Fees

NOTICE is hereby given that, pursuant to section 6 of the Aerodrome Fees Act 1998, the council has determined the following charges for the Kingscote, Kangaroo Island Airport.

A charge is levied for each general aircraft movement based on the certified maximum takeoff weight of the aircraft. As movement is defined as a departure, the charge is calculated as follows:

\$6 per 1 000 kg pro-rata, with a minimum charge of \$6.

\$10 per departure for all helicopters.

Training flights—by prior arrangement.

Itinerant aircraft apron parking on sealed apron by prior arrangement only or a \$100/per day parking fee may be incurred.

These charges come into force on the day of publication of this notice.

B. C. HURST, Chief Executive Officer

DISTRICT COUNCIL OF KIMBA

Supplementary Election

NOTICE is hereby given that at the close of nominations at noon on Friday, 29 January 1999, council received only one valid nomination, being:

Russell William Lehmann

Whereby I declared elected to office as councillor.

M. D. CANT, Returning Officer

DISTRICT COUNCIL OF NARACOORTE AND LUCINDALE

Temporary Road Closure

NOTICE is hereby given that at the Works Committee Meeting held on 27 January 1999, council, pursuant to section 359 of the Local Government Act 1934, as amended, prohibit vehicular traffic on West Terrace, Lucindale, portion North of Musgrave Avenue, on 19 and 20 March 1999, for the purpose of traffic control.

D. L. BEATON, Chief Executive Officer

DISTRICT COUNCIL OF YANKALILLA

Supplementary Election

NOTICE is hereby declared that at the close of nominations at noon on 29 January 1999, only one valid nomination had been received for election of Councillor for Cape Jervois Ward. It is hereby declared that Douglas Evans was duly elected to the office of Councillor for Cape Jervois Ward, pursuant to section 96 (12) of the Local Government Act 1934, as amended, for the unexpired term of office concluding on the first Saturday in May in the year 2000.

M. DAVIS, Returning Officer

IN the matter of the estates of the undermentioned deceased persons:

Beasley, Ronald Sidney, late of Hazel Grove, Ridgehaven, retired share clerk, who died on 8 November 1998.

Brecht, Sheldon Herbert, late of 160 Walkerville Terrace, Walkerville, retired motor vehicle showroom attendant, who died on 22 December 1998.

Capel, Alfred Valentine, late of 81 Tapleys Hill Road, Hendon, retired quality control inspector, who died on 22 November 1998.

Connolly, Laura Lavina Rose, late of Centenary Avenue, Maitland, of no occupation, who died on 14 December 1998.

Courtis, Gweneth Ivy, late of 22 Tandanya Avenue, Grange, home duties, who died on 2 December 1998.

Flatman, Beryl Doreen, late of 30 Shillabeer Road, Elizabeth Park, of no occupation, who died on 26 December 1998.

Gould, Helen Crawford, late of 53-59 Austral Terrace, Morphettville, widow, who died on 3 January 1999.

Heneker, Jane Lydia, late of 71 Stokes Terrace, Port Augusta West, of no occupation, who died on 8 November 1998.

Jeffery, George Andrew Downer, late of 336 Kensington Road, Leabrook, retired general agent, who died on 5 December 1998.

Knight, Henry Robert William, late of 19 Windsong Court, Morphett Vale, retired engine driver, who died on 16 November 1998.

Lawson, Pauline May, late of 517 Montague Road, Modbury, home duties, who died on 13 November 1998.

McInnes, Leslie George, late of Everard Street, Largs Bay, retired warehouseman, who died on 9 December 1998.

Marsiglia, Rita, late of 18 Melaleuca Drive, Athelstone, schoolteacher, who died on 2 June 1998.

Martin, Ellen, late of 51 Eve Road, Bellevue Heights, retired matron, who died on 30 December 1998.

Murphy, Clifford Andrew, late of 50 Frederick Street, Maylands, retired engine driver, who died on 2 December 1998.

Nienaber, Jean Mavis, late of 342 Marion Road, North Plympton, of no occupation, who died on 22 December 1998.

Nowak, Franciszek, late of 6 Leslie Street, East Woodville, retired general labourer, who died on 23 November 1998.

Pinnington, Doris Elaine, late of 20 Alderman Avenue, Seacombe Gardens, of no occupation, who died on 3 December 1998.

Reichardt, Peter, late of Australia Plains near Eudunda, retired marine engineer, who died on 24 October 1996.

Searcy, Murray Harcourt, late of 25 Livingston Street, Naracoorte, retired kangaroo shooter, who died on 18 November 1998.

Smith, Claude Raymond, late of 22 Jervois Avenue, West Hindmarsh, retired woolclasser supervisor, who died on 24 October 1998.

Notice is hereby given pursuant to the Trustee Act 1936, as amended, the Inheritance (Family Provision) Act 1972, and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the Public Trustee, 25 Franklin Street, Adelaide, S.A. 5000, full particulars and proof of such claims, on or before 5 March 1999, otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons who are indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver the same to the Public Trustee.

Dated 4 February 1999.

J. H. WORRALL, Public Trustee

IN the matter of the estate of the undermentioned deceased person:

Branwhite, Ruth Meta, late of 17 Fort Avenue, Kensington Gardens, widow, who died on 13 December 1998.

Brazell, Irene Alice, late of Blind Welfare Association Hostel, 1 Grant Avenue, Gilles Plains, who died on 16 January 1999.

Ellis, Walter James, late of Tanunda Lutheran Home, 27 Bridge Street, Tanunda, retired contractor, who died on 20 November 1998.

Howes, Helen Mary, late of Kalyra Nursing Home, 54 Gloucester Avenue, Belair, widow, who died on 3 December 1998.

Larosa, Carmine, late of 9 Belfast Street, Fulham Gardens, retired press operator, who died on 22 March 1998.

Price, Eva May, late of Helping Hand Aged Care, 34 Molesworth Street, North Adelaide, widow, who died on 1 December 1998.

Reed, Lester Albert, late of Ororoo, farmer and grazier, who died on 20 July 1998.

Rigden, Fred, late of 3 Dianthus Crescent, Modbury North, retired carpenter, who died on 2 January 1999.

Rowe, Elizabeth, late of Unit 4, 43 Smith Dorrien Street, Netherby, widow, who died on 17 December 1998.

Stone, Jean Alison, late of 7 Spruce Crescent, Lower Mitcham, home duties, who died on 10 December 1998.

Thomas, Kenneth James, late of 46 Nottage Terrace, Collinswood, retired business proprietor, who died on 7 April 1998.

Uren, David Neil, late of Lot 1, Skenners Head Road, Lennox Head, New South Wales, hospital wardsman, who died on 30 December 1998.

Notice is hereby given pursuant to the Trustees Act 1936, as amended, the Inheritance (Family Provision) Act 1972-1975 and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the abovenamed estate are directed to send full particulars of such claims to the undersigned on or before 4 March 1999, otherwise they will be excluded from the distribution of the said estate.

Dated 4 February 1999.

IOOF AUSTRALIA TRUSTEES LIMITED
(ACN 007 870 644) AND BAGOT'S
EXECUTOR AND TRUSTEE
COMPANY LIMITED
(ACN 007 869 829), both of 212
Pirie Street, Adelaide, S.A. 5000

IN the matter of the estate of the undermentioned deceased person:

Webb, Emmaline Nancy, late of Unit 9 36 Jetty Road, Brighton, retired school teacher, who died on 25 September 1998.

Notice is hereby given pursuant to the Trustee Act 1936, as amended, the Inheritance (Family Provision) Act 1972, and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the abovenamed estate are directed to send full particulars of such claims to R. J. Williams, 25 Arabian Avenue, West Beach, S.A. 5024 on or before 10 March 1999, otherwise they will be excluded from the distribution of the said estate.

Dated 4 February 1999.

D. J. DURDIN
R. J. WILLIAMS

BETHEL PTY LTD
(ACN 074 078 989)

CHATEAU YALDARA PTY LTD (ACN 007 654 462) has brought a summons in Action No. 64 of 1999, in the Supreme Court of South Australia seeking the winding up of Bethel Pty Ltd. The summons is listed for hearing on 23 February 1999 at not before 2.15 p.m. Any creditor or contributory of Bethel Pty Ltd wishing to be heard on the summons must file and serve a notice in accordance with Rule 20 of the Corporations (South Australia) Rules 1993, at least three business days before the day on which the summons is listed for hearing and must attend at the Supreme Courthouse, Victoria Square, Adelaide at the time set for the hearing of the summons. A copy of the summons and the affidavit in support can be obtained from Robinson, Gerard & Co., 120 Hutt Street, Adelaide, S.A. 5000, solicitors for the plaintiff.

SOUTH AUSTRALIA—In the Supreme Court. No. 1663 of 1993. In the matter of Ernest Manufacturing Co. Pty Ltd (in liquidation) (ACN 007 591 415) and in the matter of the Corporations Law.

Notice of Release of Liquidator

Take notice that by order of the Supreme Court of South Australia, dated 9 December 1998, I, Austin Robert Meerten Taylor, 99 Frome Street, Adelaide, S.A. 5000, the liquidator of the abovenamed company was granted by release as liquidator and the company was dissolved on that date.

Dated 25 January 1999.

A. R. M. TAYLOR, Liquidator

SOUTH AUSTRALIA—In the Supreme Court. No. 3995 of 1985. In the matter of Mikform Pty Limited (ACN 007 969 431) and in the matter of the Corporations Law.

Notice by a Liquidator of His Intention to Seek His Release

Take notice that I, Barrie Malcolm Mansom, 1st Floor, Menai House, 17 Bagot Street, North Adelaide, the liquidator of the abovenamed company, intend to make application to the Supreme Court of South Australia for my release as the liquidator of the abovenamed company.

And take further notice that if you have any objection to the granting of my release, you must file at the Supreme Court and also forward to me within 21 days of the publication in the *Gazette* of the notice of my intention to apply for a release a notice of objection in the form laid down by the Corporations (South Australia) Rules 1993.

Dated 27 January 1999.

B. M. MANSOM, Liquidator

Note: Section 481 of the Corporations Law enacts that an order of the Court releasing a Liquidator shall discharge him/her in the administration of the affairs of the company, or otherwise in relation to his or her conduct as liquidator, but any such order may be revoked on proof that it was obtained by fraud or by suppression or by concealment of any material fact.

MOSTREAM PTY LTD
(ACN 080 494 551)

WALKER AUSTRALIA PTY LTD (ACN 008 086 235) has brought a summons in Action No. 82 of 1999, in the Supreme Court of South Australia seeking the winding up of Mostream Pty Ltd. The summons is listed for hearing on 23 February 1999 at not before 2.15 p.m. Any creditor or contributory of Mostream Pty Ltd wishing to be heard on the summons must file and serve a notice in accordance with Rule 20 of the Corporations (South Australia) Rules 1993, at least three business days before the day on which the summons is listed for hearing and must attend at the Supreme Courthouse, Victoria Square, Adelaide at the time set for the hearing of the summons. A copy of the summons and the affidavit in support can be obtained from Robinson Gerard & Co., 120 Hutt Street, Adelaide, S.A. 5000, solicitors for the plaintiff.

SOUTH AUSTRALIA—In the Supreme Court. No. 53 of 1998. In the matter of Rubber Grubs Pty Limited (in liquidation) (trading as Wanneroo New & Used Tyres) (ACN 070 811 353) and in the matter of the Corporations Law.

Notice by a Liquidator of His Intention to Seek His Release

Take notice that I, David John Olifent, of PriceWaterhouse-Coopers, Level 14, 91 King William Street, Adelaide, S.A. 5000, the liquidator of the abovenamed company, intend to make application to the Supreme Court of South Australia for my release as the liquidator of the abovenamed company.

And take further notice that if you have any objection to the granting of my release, you must file at the Supreme Court and also forward to me within 21 days of the publication in the *Gazette* of the notice of my intention to apply for a release a notice of objection in the form laid down by the Corporations (South Australia) Rules 1993.

Dated 21 January 1999.

D. J. OLIFENT, Liquidator

Note: Section 481 (3) of the Corporations Law enacts that an order of the Court releasing a Liquidator shall discharge him/her in the administration of the affairs of the company, or otherwise in relation to his or her conduct as liquidator, but any such order may be revoked on proof that it was obtained by fraud or by suppression or by concealment of any material fact.

SOUTH AUSTRALIA—In the Supreme Court. No. 960 of 1995. In the matter of Skybut Pty Ltd (in liquidation) (ACN 008 188 305) and in the matter of the Corporations Law.

Notice by a Liquidator of His Intention to Seek His Release

Take notice that I, Russell H. Heywood-Smith, 248 Flinders Street, Adelaide, S.A. 5000, the liquidator of the abovenamed company, intend to make application to the Supreme Court of South Australia for my release as the liquidator of the abovenamed company.

And take further notice that if you have any objection to the granting of my release, you must file at the Supreme Court and also forward to me within 21 days of the publication in the *Gazette* of the notice of my intention to apply for a release a notice of objection in the form laid down by the Corporations (South Australia) Rules 1993.

Dated 28 January 1999.

R. H. HEYWOOD-SMITH, Liquidator

Note: Section 481 of the Corporations Law enacts that an order of the Court releasing a liquidator shall discharge him/her in the administration of the affairs of the company, or otherwise in relation to his or her conduct as liquidator, but any such order may be revoked on proof that it was obtained by fraud or by suppression or by concealment of any material fact.

PARTNERSHIP ACT 1891

Notice of Discontinuance of Partnership

TAKE notice that as from 30 January 1999, the partnership of Toni Janelle Trotter and Kenneth George Ortzen, Shop 2, 68 Reservoir Road, Modbury, S.A. 5092 who traded as Modbury Travel was dissolved.

Toni Janelle Trotter has retired from the partnership.

Kenneth George Ortzen will continue to operate the business under the name of Modbury Travel and shall be solely responsible for all the debts and liabilities thereof.

Dated 30 January 1999.

K. G. ORTZEN

T. J. TROTTER

UNCLAIMED MONEYS ACT 1891

Register of Unclaimed Moneys held by Bagot's Executor & Trustee Company Limited (ACN 007 869 829)

Name of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date of Last claim
Reginald H. Hatherly	314.24	Interest in estate, M. G. Hatherley	No claim
Julien Richards	18.02	Interest in estate, C. G. Richards	No claim
Vera Corbett	120.17	Interest in estate, M. E. J. Carey	No claim
Robyn Mathews	172.35	Interest in estate, F. M. Mann	No claim
Eric S. Richter	145.33	Interest in estate, H. J. Richter	No claim
Effie Thomas (deceased)	147.37	Interest in estate, R. T. Melrose	No claim

UNCLAIMED MONEYS ACT 1891

Register of Unclaimed Moneys held by IOOF Australia Trustees Limited (ACN 007 870 644)

Name of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Date of Last claim
Doreen L. Cowham	526.42	Interest in estate, V. L. Wyatt (deceased)	No claim
M. Farmer Chemist	29.87	Interest in estate, A. K. Bryant (deceased)	No claim
Eileen Frazer	92.37	Interest in estate, R. Turner (deceased)	No claim
Margaret R. Slater	55.43	Interest in estate, R. Turner (deceased)	No claim
Ronald G. Blay	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Alfred G. Bradock	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Bill Bradock	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Mary Bradock	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Percy Bradock	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Stan Bradock	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Ivy Davies	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Forende J. Hallam	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Ruby F. M. Harrison	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Bill Watson	226.05	Interest in estate, A. B. Bradock (deceased)	No claim
Charles Watson	226.04	Interest in estate, A. B. Bradock (deceased)	No claim
Fred Watson	226.04	Interest in estate, A. B. Bradock (deceased)	No claim
Hetty Watson	226.04	Interest in estate, A. B. Bradock (deceased)	No claim
Marjorie Watson	226.04	Interest in estate, A. B. Bradock (deceased)	No claim
Ray Watson	226.04	Interest in estate, A. B. Bradock (deceased)	No claim
Stan Watson	226.04	Interest in estate, A. B. Bradock (deceased)	No claim
E. L. Pollard	19.38	Interest in estate, Riverina Gums Estate	No claim
Pamela R. Thomas	52.30	Interest in estate, A. O. Petersen (deceased)	No claim
Helen Bruce	25.20	Interest in estate, C. C. Johnson (deceased)	No claim
Dorothy J. Cockburn	728.22	Interest in agency, D. J. Cockburn	No claim
Michael J. Edson	76.90	Interest in estate, L. A. Lous (deceased)	No claim
Michael Nolan	68.57	Interest in estate, T. M. G. Golder (deceased)	No claim
Brett Price	45.70	Interest in estate, M. O. Price (deceased)	No claim

UNCLAIMED MONEYS ACT 1891

Register of Unclaimed Moneys held by Satisfac Direct Credit Union, as at 31 December 1998

Name	Last Known Address	Amount \$	Date of Last Claim
ADIE T W	UNKNOWN	92.81	29 Dec 90
ALMOND P G & R C	BANKSIA PARK	143.27	14 Jun 90
AUSTIN P A	COOBER PEDY	79.97	08 Feb 90
BARKER T J & C	UNKNOWN	151.97	27 Jun 85
BISSELL J	UNKNOWN	10.86	18 Jun 87
BOWER S I	RICHMOND	229.49	16 Mar 92
BOWN H T	BRIGHTON	153.84	09 Mar 88
BROWN M J	SURREY DOWNS	183.26	28 Nov 91
BROWNE D A	MOONTA	162.40	19 Jan 82
BUBB W & J R E	UNKNOWN	58.16	19 Oct 83
BURGAN S R	WILLUNGA	50.76	20 Apr 88
BURRIDGE M	UNKNOWN	15.01	02 Apr 91
BYERS A M	GOODWOOD	15.00	10 Dec 91
CAPE S T R	UNKNOWN	65.79	13 May 87
CARTER M S & P J	UNKNOWN	45.30	14 Oct 88
CATFORD G W	UNKNOWN	28.07	06 Nov 86
COLLINS P J	UNKNOWN	291.49	16 Dec 81
COX A M G	UNKNOWN	104.83	22 Aug 86
CUMMINGS P K	TUSMORE	56.27	04 Jun 86
CUNNINGHAM M	BELAIR	168.98	12 Sep 87
CURRAN S	ABERFOYLE PARK	87.28	01 Aug 88
DAVEY R	UNKNOWN	12.75	19 Jul 91
DAVIES G R	UNKNOWN	226.88	25 Aug 86
DEANS J F & S A	STIRLING	66.28	23 Nov 92
DUNSTAN A J	NORTH ADELAIDE	88.55	16 Dec 81
EDGAR V M	FITZROY	192.84	21 Apr 88
EDWARDS E M	UNKNOWN	229.16	06 Mar 86
ESTATE OF B R BOOTH	UNKNOWN	68.92	25 Mar 86
ESTATE OF KERRIE ARMSTRONG	UNKNOWN	49.15	04 Jan 82
ESTATE OF M E OVERTON	UNKNOWN	79.15	16 Dec 81
ESTATE OF M FARRINGTON	UNKNOWN	60.25	16 Sep 91
ESTATE OF MAIE FRANCIS	UNKNOWN	78.74	18 Aug 88
ESTATE OF MAURICE CHARLES	UNKNOWN	12.93	16 Dec 81
ESTATE OF N L MACKAY	UNKNOWN	75.49	02 Nov 84
ESTATE OF P R ERRINGTON	UNKNOWN	22.54	04 Sep 89
ESTATE OF STEVEN MARK WILLIAMS	UNKNOWN	18.83	23 Nov 83
ESTATE OF V D HOFFMAN	UNKNOWN	19.30	25 Sep 85
FARAH	UNKNOWN	141.12	16 Dec 81
FARRELL E P	UNKNOWN	35.44	17 Apr 91
FASSINA J A	SOMERTON PARK	33.09	29 Jun 90
FEAVIOUR M J	UNKNOWN	16.10	14 Nov 89
FEJKIEL L M	UNKNOWN	25.70	04 Oct 89
FISHLOCK M R	BULLSBROOK	123.29	06 Dec 88
FORMATO F	UNKNOWN	127.19	22 May 84
FORMATO M	UNKNOWN	72.70	16 Oct 86
FOX K	UNKNOWN	70.98	16 Dec 81
FRENCH R J	STIRLING	297.79	22 Aug 90
FUSS L T	UNKNOWN	129.44	29 May 87
GALE A P & H L	HENDON	153.49	26 Nov 91
GEISLER K D	UNKNOWN	136.40	30 Jan 90
GILBERT B J	GLENELG EAST	102.79	16 Dec 81
GLEESON T E	KINGSCOTE	189.66	23 Jan 85
GOODE A	BRAHMA LODGE	99.60	23 Nov 90
GORMAN B A	STIRLING	106.30	28 Apr 89
GOSDEN K M	ALDINGA BEACH	108.19	27 Mar 91
GOULD S J	UNKNOWN	244.63	16 Dec 81
HARRIS H A	UNKNOWN	11.48	10 Feb 87
HAYWARD A R	BELAIR	10.42	06 Feb 87
HEADING B	UNKNOWN	133.67	10 Jun 86
JEFFRIES J M	PROSPECT	155.43	25 May 89
JELOSCEK M	RICHMOND	131.87	17 Oct 88

Name	Last Known Address	Amount \$	Date of Last Claim
JOHNSON A M	KILBURN	157.47	22 May 91
JOHNSON L A	ARDROSSAN	48.78	27 Jun 86
JONES G A & I	UNKNOWN	73.66	16 Dec 81
KAZIMIR J	SEATON	58.84	27 Dec 91
KEMP R B	BARMERA	178.84	10 Apr 86
KENT M	UNKNOWN	32.29	04 Dec 90
KERR D S	HACKHAM WEST	51.01	24 Oct 88
LANGMAID M J	UNKNOWN	88.76	13 Nov 84
LEE G E	MOANA	163.39	26 Jan 89
LONGLEY R E	UNKNOWN	532.98	16 Dec 81
MACDONALD E A	UNKNOWN	21.28	15 Oct 92
MACKENZIE L A	UNKNOWN	13.22	03 May 89
MARSHMAN T H	MAGILL	33.10	16 Oct 89
MARTIN E A	SEACLIFF PARK	57.54	16 Mar 88
MARTIN J	HYDE PARK	73.00	17 Dec 90
MARTIN R M	SEAFORD	212.84	20 Jul 90
MCCALLUM J	UNKNOWN	64.23	29 Dec 86
MCCARTHY T J	UNKNOWN	400.73	16 Dec 81
MCDOWALL R J	GRAND CAYMAN	39.05	17 Dec 85
MCGRATH H M	UNKNOWN	17.44	16 Feb 90
MCMAHON E & S	UNKNOWN	22.65	27 Oct 87
MCRAE G A	ELIZABETH	19.24	11 May 82
MILES D J	HAWTHORN	35.39	20 Aug 85
NEWBURN G M	UNKNOWN	148.42	03 May 85
PEAKE J C	PARK HOLME	76.10	28 Apr 87
PFEIFFER R A	WALLAROO	145.14	20 Jul 88
POPE H M	UNKNOWN	222.99	04 Jul 86
POTTER A	UNKNOWN	155.79	13 Feb 86
RATCLIFFE S E	UNKNOWN	159.53	26 Jul 89
REES P M & J S	PARAFIELD GARDENS	45.78	22 Oct 91
ROSS M L	UNKNOWN	117.47	20 May 86
ROWLAND C	UNKNOWN	611.96	16 Dec 81
RUNDLE S J	FITZROY	34.54	12 Feb 88
SCHULZ FAMILY TRUST	UNKNOWN	232.31	03 Dec 90
SCOTT C A	UNKNOWN	191.38	25 Aug 87
SILVANI R J	UNKNOWN	30.57	16 Dec 81
SIMS J R	HORNSBY	187.15	08 Jun 85
SINES H G & S N	UNKNOWN	36.58	05 Feb 91
SMITH K D	UNKNOWN	113.63	22 Mar 91
SMITH M C	MODBURY HEIGHTS	19.76	30 Sep 91
SOWTER M A	CLEARVIEW	141.13	16 Dec 81
SPIZZO R A M	SALISBURY	137.58	30 Jul 87
SPORNE A M	UNKNOWN	106.26	11 Nov 86
STANLEY M S	KNOWN	91.53	16 Dec 81
STRINGER A M	UNKNOWN	63.10	21 Sep 90
SYNNETT W R	UNKNOWN	25.39	16 Dec 81
TETTMAR C A	BELAIR	118.83	16 Dec 81
THEODOSI M	SEMAPHORE PARK	171.64	13 Dec 90
VON HAFEN B	UNKNOWN	44.94	03 Feb 87
WARD M	GOOLWA	66.07	28 Aug 86
WARREN A D	UNKNOWN	79.69	26 Sep 89
WARREN C J	UNKNOWN	87.89	29 Dec 82
WILLIAMS M K	UNKNOWN	62.10	23 Dec 87
WILLIAMSON M	LEABROOK	155.47	16 Dec 81
WILSON D A	UNKNOWN	15.25	29 Dec 89
WILSON D I G	UNKNOWN	125.05	31 Jul 86
WORRALL J	UNKNOWN	177.11	13 Sep 88
YOUNG E	UNKNOWN	294.35	31 Aug 88
ZAWARUS J	UNKNOWN	34.41	12 Oct 84

UNCLAIMED MONEYS ACT 1891
Register of Unclaimed Moneys held by Savings and Loans Credit Union for the year 1991

Member number	Name	Amount	Description	Date of last transaction	Last Update	Status of Membership
16	Bannon J C	\$2.00	No A/c's	Unknown	3/12/91	Closed
12500	Sharp P K	\$2.00	No A/c's	Unknown	3/12/91	Closed
66891	Buick M J	\$2.00	No A/c's	Unknown	3/12/91	Closed
75750	Cant R B	\$2.00	No A/c's	Unknown	3/12/91	Closed
94973	Kreig G A	\$2.00	No A/c's	Unknown	3/12/91	Closed
111116	Spencer R	\$2.00	No A/c's	Unknown	3/12/91	Closed
140723	Renton E G	\$2.00	No A/c's	Unknown	3/12/91	Closed
190539	Durbin R	\$2.00	No A/c's	Unknown	3/12/91	Closed
226031	Fanning R L	\$2.00	No A/c's	Unknown	3/12/91	Closed
293323	Symonds W D	\$2.00	No A/c's	Unknown	3/12/91	Closed
314942	Zanelli P G	\$2.00	No A/c's	Unknown	3/12/91	Closed
324575	Tolios M	\$2.00	No A/c's	Unknown	3/12/91	Closed
326276	Ey L J	\$10.00	No A/c's	Unknown	3/12/91	Closed
350961	Arnold D E	\$2.00	No A/c's	Unknown	3/12/91	Closed
354838	O'connell T	\$2.00	No A/c's	Unknown	3/12/91	Closed
355883	Burchell A J	\$2.00	No A/c's	Unknown	3/12/91	Closed
357496	Migliarese C	\$2.00	No A/c's	Unknown	3/12/91	Closed
362775	Little B R	\$2.00	No A/c's	Unknown	3/12/91	Closed
368086	S E Community College Council	\$2.00	No A/c's	Unknown	3/12/91	Closed
384768	Kelly C	\$2.00	No A/c's	Unknown	3/12/91	Closed
385480	Muhlholzl B C	\$2.00	No A/c's	Unknown	3/12/91	Closed
416060	Data Action P/L	\$2.00	No A/c's	Unknown	3/12/91	Closed
417882	Bennett W J	\$2.00	No A/c's	Unknown	3/12/91	Closed
443518	Smythe D L	\$2.00	No A/c's	Unknown	3/12/91	Closed
1918510	Fedorowicz, T K	\$24.72	S2	1/01/79	3/12/91	Open
22787510	Atkinson, D A	\$2.02	S2	1/04/81	3/12/91	Open
56718010	Mcculloch P A	\$21.90	S2	3/08/90	3/12/91	Open
33378910	Inglis, I	\$2.00	No A/c's	18/06/91	3/12/91	Open
48004410	Saunders, R	\$22.14	S2	1/11/91	3/12/91	Open
1013510	Hayes I A	\$58.66	S2	1/11/91	3/12/91	Open
1101110	Nipperess V J	\$20.54	S2	1/11/91	3/12/91	Open
229210	Provis K F	\$20.54	S2	1/11/91	3/12/91	Open
232210	Keers A	\$726.26	S2	1/11/91	3/12/91	Open

Register of Unclaimed Moneys held by Savings and Loans Credit Union for the year 1991—continued

491810	Lee J A	\$40.13	S2	1/11/91	3/12/91	Open
517310	Davey J A	\$26.72	S2	1/11/91	3/12/91	Open
57018310	Mckay H	\$660.29	S2	1/11/91	3/12/91	Open
631610	Clarke J A	\$46.03	S2	1/11/91	3/12/91	Open
646310	Clarkson L M	\$24.03	S2	1/11/91	3/12/91	Open
673710	Cobb A M	\$5.67	S2	1/11/91	3/12/91	Open
778210	Thompson H	\$25.88	S2	1/11/91	3/12/91	Open
	TOTAL					

ATTENTION

CUSTOMERS requiring a proof of their notice for inclusion in the *Government Gazette*, please note that the onus is on you to inform State Print (Riverside 2000) of any subsequent corrections by **10 a.m. on Thursday**, which is our publication deadline.

For any corrections to your notice please phone 8207 1045 or Fax 8207 1040 **before** 10 a.m. on Thursday.

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Remember—the onus is on you to inform us of any corrections necessary to your notice.

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