



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, 23 NOVEMBER 2000

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GOVERNMENT GAZETTE NOTICES

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ADMINISTRATIVE ARRANGEMENTS ACT 1994 SECTION 5:
COMMITTAL OF SPORTS DRUG TESTING ACT 2000
TO MINISTER FOR RECREATION, SPORT AND RACING

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to section 5 of the *Administrative Arrangements Act 1994* and with the advice and consent of the Executive Council, I commit the administration of the *Sports Drug Testing Act 2000* to the Minister for Recreation, Sport and Racing.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

MRSR 0012/00 CS

ANIMAL AND PLANT CONTROL (AGRICULTURAL
PROTECTION AND OTHER PURPOSES) ACT 1986
SECTION 40: VARIATION OF DECLARATION OF
CLASSES OF ANIMALS TO WHICH ACT APPLIES

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to Section 40 of the *Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986*, on the recommendation of the Animal and Plant Control Commission and with the advice and consent of the Executive Council, I vary the declaration made under that section on 25 June 1987 (see *Gazette* 25 June 1987 p. 1611), as varied—

(a) by striking out from clause 2 'classes 4, 6a, 6c and 5f' and substituting 'classes 4, 5f, 6a, 6c, 6e and 6f';

(b) by striking out the entries in Schedule 1 relating to Class 3b Mammals, Order: Artiodactyla and substituting the following entry:

Class 3b

Mammals: Sections 41, 42 and 44. Whole of the State.

Order: Artiodactyla

Bubalus bubalis

Water buffalo;

(c) by inserting alphabetically in the entry in Schedule 1 relating to Class 4 Mammals, Order: Artiodactyla the following items:

Axis axis

Chital (Axis) Deer

Axis porcinus

Hog Deer

Cervus canadensis

Wapiti

Cervus elaphus

Red Deer

Cervus timoriensis

Javan Rusa Deer

Cervus unicolor

Sambar

Dama dama

Fallow Deer

Odocoileus virginianus

White-tailed Deer;

(d) by inserting in Schedule 1 after the entry relating to Class 6d Mammals, Order: Artiodactyla the following entries:

Class 6e

Mammals: Sections 41 and 42. All offshore islands (excluding Kangaroo Island and Wardang Island).

Order: Artiodactyla

Axis axis

Chital (Axis) Deer

Axis porcinus

Hog Deer

Cervus canadensis

Wapiti

Cervus elaphus

Red Deer

Cervus timoriensis

Javan Rusa Deer

Cervus unicolor

Sambar

Dama dama

Fallow Deer

Odocoileus virginianus

White-tailed Deer

Class 6f

Mammals: Section 47(3). Whole of the State.

Order: Artiodactyla

Axis axis

Chital (Axis) Deer

Axis porcinus

Hog Deer

Cervus canadensis

Wapiti

Cervus elaphus

Red Deer

Cervus timoriensis

Javan Rusa Deer

Cervus unicolor

Sambar

Dama dama

Fallow Deer

Odocoileus virginianus

White-tailed Deer.

This proclamation will come into effect on 14 December 2000.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

MPI 061/2000 CS

CORPORATIONS (SOUTH AUSTRALIA) (MISCELLANEOUS) AMENDMENT ACT 2000 (Act No. 19 of 2000):
DAY OF COMMENCEMENT

Proclamation By The Governor

(L.S.) E. J. NEAL

WITH the advice and consent of the Executive Council, I fix 24 November 2000 as the day on which the *Corporations (South Australia) (Miscellaneous) Amendment Act 2000* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

AGCS 26/00

OATHS ACT 1936 SECTION 33: APPOINTMENT OF
MANAGERS TO TAKE DECLARATIONS AND ATTEST
THE EXECUTION OF INSTRUMENTS

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to section 33 of the *Oaths Act 1936* and with the advice and consent of the Executive Council, I appoint the following managers to take declarations and attest the execution of instruments:

Wayne Ambler of the Adelaide Bank Limited

Pamela Angeli of BankSA

Dorina Cocca of BankSA

Joanna Sue Cowley of the Commonwealth Bank

Trina Louise Kershaw of the Adelaide Bank Limited

Tania McCormack of the Adelaide Bank Limited

Kym Nelson of the Adelaide Bank Limited

Cameron Matthew Sudweeks of the Commonwealth Bank

Darren White of the Westpac Banking Corporation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

AGC47/99

SHOP TRADING HOURS ACT 1977 SECTION 13: ALTERATION OF SHOP TRADING HOURS—DECEMBER 2000

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to section 13 of the *Shop Trading Hours Act 1977* and with the advice and consent of the Executive Council, I authorise, subject to the condition specified in the Schedule, the opening of all shops—

- (a) in the *Jamestown Shopping District* as follows:
 from 2 p.m. until 8 p.m. on Sunday, 3 December 2000
 from 6 p.m. until 9 p.m. on Friday, 22 December 2000;
- (b) in the *Kingscote Shopping District* from 6 p.m. until 9 p.m. on Friday, 22 December 2000.

SCHEDULE

This proclamation only authorises the opening of a shop if a person who is employed in the business of the shop is entitled to refuse to work at the shop during the hours specified in this proclamation, unless the person is subject to an industrial award, workplace agreement or enterprise agreement to the contrary or has otherwise agreed with the shopkeeper to work during those hours.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

MWR 00/041 CS

SHOP TRADING HOURS ACT 1977 SECTION 13:
 ALTERATION OF SHOP TRADING HOURS—LOXTON
 SHOPPING DISTRICT—JANUARY 2001

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to section 13 of the *Shop Trading Hours Act 1977* and with the advice and consent of the Executive Council, I authorise the opening of all shops in the *Loxton Shopping District* from 10 a.m. until 5 p.m. on the following days, subject to the condition specified in the Schedule:

- Sunday, 7 January 2001
 Sunday, 14 January 2001
 Sunday, 21 January 2001
 Sunday, 28 January 2001

SCHEDULE

This proclamation only authorises the opening of a shop if a person who is employed in the business of the shop is entitled to refuse to work at the shop during the hours specified in this proclamation, unless the person is subject to an industrial award, workplace agreement or enterprise agreement to the contrary or has otherwise agreed with the shopkeeper to work during those hours.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL for Premier

MWR 00/041 CS

SOUTH AUSTRALIAN HEALTH COMMISSION ACT 1976
 SECTION 27: INCORPORATION OF CEDUNA DISTRICT
 HEALTH SERVICES INCORPORATED

Proclamation By The Governor

(L.S.) E. J. NEAL

Preamble

1. The Ceduna Hospital Incorporated is incorporated under the *South Australian Health Commission Act 1976* (see *Gazette* 18 October 1990 p. 1198; 6 April 1995 p. 1337).

2. The Far West Senior Citizens' Village Incorporated is incorporated under the *Associations Incorporation Act 1985*.

3. The Ceduna and Districts Health and Aged Services Incorporated is incorporated under the *Associations Incorporation Act 1985*.

4. The governing bodies of the hospital referred to in clause 1, the association referred to in clause 2 and the association referred to in clause 3 have consented to the establishment of an incorporated hospital under the *South Australian Health Commission Act 1976* to take over the functions of the hospital and the associations and have agreed with the Minister on the terms of the constitution under which the incorporated hospital is to operate.

Proclamation

PURSUANT to section 27 of the *South Australian Health Commission Act 1976* and with the advice and consent of the Executive Council, I—

- (a) dissolve the Ceduna Hospital Incorporated, the Far West Senior Citizens' Village Incorporated and the Ceduna and Districts Health and Aged Services Incorporated; and
- (b) establish an incorporated hospital to take over the function of providing health services from the Ceduna Hospital Incorporated, the Far West Senior Citizens' Village Incorporated and the Ceduna and Districts Health and Aged Services Incorporated and to provide health services in accordance with the constitution referred to in the preamble; and
- (c) assign to that incorporated hospital the name "Ceduna District Health Services Incorporated".

This proclamation will take effect on 30 November 2000.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

DHS CS 00/24

SPORTS DRUG TESTING ACT 2000 (Act No. 32 of 2000):
 DAY OF COMMENCEMENT

Proclamation By The Governor

(L.S.) E. J. NEAL

WITH the advice and consent of the Executive Council, I fix 23 November 2000 as the day on which the *Sports Drug Testing Act 2000* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

MRSR 0012/00 CS

SUMMARY OFFENCES (OFFENSIVE AND OTHER
 WEAPONS) AMENDMENT ACT 1998 (Act No. 78 of
 1998): DAY OF COMMENCEMENT

Proclamation By The Governor

(L.S.) E. J. NEAL

WITH the advice and consent of the Executive Council, I fix 17 December 2000 as the day on which the *Summary Offences (Offensive and other Weapons) Amendment Act 1998* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 23 November 2000.

By command,

MARK BRINDAL, for Premier

AGCS 34/98 TEMP 1

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Training Centre Review Board, pursuant to the provisions of the Young Offenders Act 1993:

Deputy Member: (from 23 November 2000 until 25 October 2002)

Meredith Dickson (Deputy to Dore)

By command,

MARK BRINDAL, for Premier

ATTG 7/95CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Electricity Supply Industry Planning Council, pursuant to Section 6G (2) of the Electricity Act 1999:

Director: (from 23 November 2000 until 22 November 2002)

Robert Althoff)

By command,

MARK BRINDAL, for Premier

TFD 108/00CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Superannuation Funds Management Corporation of South Australia Board (Funds SA), pursuant to the provisions of the Superannuation Funds Management Corporation of South Australia Act 1995:

Director: (from 1 January 2001 until 31 December 2003)

Helen Marion Nugent

Director: (from 16 February 2001 until 15 February 2004)

Leigh Loddington Hall

By command,

MARK BRINDAL, for Premier

TFD 102/98CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Legal Practitioners Conduct Board, pursuant to the provisions of the Legal Practitioners Act 1981:

Deputy Member: (from 23 November 2000 until 23 April 2003)

Prudence Reid (Deputy to Petraccaro)

By command,

MARK BRINDAL, for Premier

ATTG 38/94TC1CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Construction Industry Training Board, pursuant to the provisions of the Construction Industry Training Fund Act 1993:

Member: (from 23 November 2000 until 22 November 2003)

Brenton Gardner

Deputy Member: (from 23 November 2000 until 22 November 2003)

Gary Simpson (Deputy to Gardner)

By command,

MARK BRINDAL, for Premier

MET 008/00CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has removed Meredith Dixon from the position of deputy member of the Training Centre Review Board, pursuant to the Young Offenders Act 1993 and the Acts Interpretation Act 1915.

By command,

MARK BRINDAL, for Premier

ATTG 7/95CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to approve the 'Instrument of Termination of Arrangements made between the Commonwealth and the State of South Australia in Relation to the School and Gummy Shark Fisheries'.

By command,

MARK BRINDAL, for Premier

MPRI 076/2000CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to execute on behalf of the State of South Australia the documents constituting the 'Offshore Constitutional Settlement Arrangements between the Commonwealth of Australia and the State of South Australia with respect to the School and Gummy Shark Fishery in Waters Relevant to South Australia', and the 'Offshore Constitutional Settlement Arrangements between the Commonwealth of Australia and the State of South Australia with respect to the By-catch Fishery for School and Gummy Shark in Waters Relevant to South Australia'.

By command,

MARK BRINDAL, for Premier

MPRI 076/2000CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to declare that 'The District Council of Loxton Waikerie—Loxton (DC), Waikerie (DC), and Brown's Well (DC) Development Plans—General Review and Consolidation—Plan Amendment' will come into operation on an interim basis on 23 November 2000, pursuant to section 28 of the Development Act 1993.

By command,

MARK BRINDAL, for Premier

MTUP-PL 29/00CS

Department of the Premier and Cabinet
Adelaide, 23 November 2000

HIS Excellency the Governor in Executive Council has been pleased to declare the 'Southern Mallee District Council Development Plan—Consolidation and General Review—Plan Amendment' to be an authorised amendment and fix 23 November 2000 as the day on which it will come into operation, pursuant to section 27 (1) of the Development Act 1993.

By command,

MARK BRINDAL, for Premier

MTUP-PL 43/99CS

OATHS ACT 1936 SECTION 33: NOTICE OF TERMINATION OF APPOINTMENT OF MANAGERS TO TAKE

DECLARATIONS AND ATTEST THE EXECUTION OF INSTRUMENTS

NOTICE

PURSUANT to subsection (3) of section 33 of the *Oaths Act 1936*, I give notice of the termination of the appointment of the following managers to take declarations and attest the execution of instruments under that section:

Paolo Albino Bernik of the Commonwealth Bank
Shirley Cowley of the Adelaide Bank Limited
Nuala Marie Cully of the Commonwealth Bank
Gilbert Rowland Downs of the Commonwealth Bank
Bryan Kilsby Hunt of the Westpac Banking Corporation
Anthony Ray Impett of the Commonwealth Bank
John William Koerber of the Commonwealth Bank
Gael Elizabeth Pettingill of the Adelaide Bank Limited
Heather Joyce Slatter of the Commonwealth Bank
Claire Elizabeth Smith of the Adelaide Bank Limited
Annette Monica Starr of the Commonwealth Bank
Bianca Jane Wake of the Adelaide Bank Limited
Wendy Kaye Wombwell of the Adelaide Bank Limited.

Dated 23 November 2000.

K. T. GRIFFIN, Attorney-General

AGCS 48-99

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I KOSTAS SARNECKIS, Acting Surveyor-General and Delegate appointed by IAIN EVANS, Minister for Environment and Heritage, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY dedicate the Crown Land defined in The Schedule as a Recreation Reserve and declare that such land shall be under the care, control and management of the Light Regional Council.

The Schedule

Allotment 21 of DP 49767, Hundred of Nuriootpa, County of Light, exclusive of all necessary roads, being the whole of the land contained in Crown Record Volume 5684, Folio 741.

Dated 21 November 2000.

K. SARNECKIS, Acting Surveyor-General

DENR 17/0643

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I KOSTAS SARNECKIS, Acting Surveyor-General and Delegate appointed by IAIN EVANS, Minister for Environment and Heritage, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Resume the land defined in The First Schedule.
2. Dedicate the Crown Land defined in The Second Schedule as a Recreation Reserve and declare that such land shall be under the care, control and management of the Wattle Range Council.

The First Schedule

Recreation Reserve, allotment 189, Town of Nangwarry, Hundred of Nangwarry, County of Grey the proclamation of which, together with other land was published in the *Government Gazette* of 16 February 1978 at page 536, The First Schedule and amended by proclamations published in the *Government Gazettes* of 15 November 1979 at pages 1255 and 1256 and 2 December 1982 at page 1750, being the whole of the land comprised in Crown Record Volume 5685, Folio 166.

The Second Schedule

Allotment 1 of DP 55559, Hundred of Nangwarry, County of Grey, exclusive of all necessary roads subject nevertheless to:

1. Existing easements to the Minister for Infrastructure over those portions of allotment 1 of DP 55559 marked A and B on DP 55559, more particularly described in *Government Gazette* of 2 December 1982 at page 1750, The Second Schedule.
2. An existing easement to the Commonwealth of Australia over that portion of allotment 1 of DP 55559 marked C on DP 55559, more particularly described in *Government Gazette* of 2 December 1982 at page 1750, The Second Schedule.

Dated 21 November 2000.

K. SARNECKIS, Acting Surveyor-General

DEHAA 09/1425

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I KOSTAS SARNECKIS, Acting Surveyor-General and Delegate appointed by IAIN EVANS, Minister for Environment and Heritage, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY dedicate the Crown Land defined in The Schedule as Public Roads.

The Schedule

Allotments 17, and 18 of DP 51587, Berri Irrigation Area, being within the Berri Barmera district.

Dated 21 November 2000.

K. SARNECKIS, Acting Surveyor-General

DENR 11/0276

DEVELOPMENT ACT 1993, SECTION 28 (1): DECLARATION OF INTERIM OPERATION OF THE DISTRICT COUNCIL OF LOXTON WAIKERIE—LOXTON (DC), WAIKERIE (DC) AND BROWN'S WELL (DC) DEVELOPMENT PLANS—GENERAL REVIEW AND CONSOLIDATION PLAN AMENDMENT

NOTICE

PURSUANT to section 28 (1) of the Development Act 1993, I, the Governor, with the advice and consent of the Executive Council, being of the opinion that it is necessary in the interest of the orderly and proper development of the area affected by 'The District Council of Loxton Waikerie—Loxton (DC), Waikerie (DC) and Brown's Well (DC) Development Plans—General Review and Consolidation Plan Amendment' that the Plan Amendment should come into operation without delay, declare that the Plan Amendment will come into operation on an interim basis on 23 November 2000.

Given under my hand at Adelaide, 23 November 2000.

E. J. NEAL, Governor

MTUP CAB 29/00CS

DEVELOPMENT ACT 1993, SECTION 27 (1): SOUTHERN MALLEE DISTRICT COUNCIL—CONSOLIDATION AND GENERAL REVIEW PLAN AMENDMENT

Preamble

The Minister for Transport and Urban Planning has approved the amendment entitled 'Southern Mallee District Council—Consolidation and General Review Plan Amendment' (the Plan Amendment) and has referred it to the Governor.

NOTICE

PURSUANT to section 27 (1) of the Development Act 1993, I, the Governor with the advice and consent of the Executive Council, declare the Plan Amendment to be an authorised Plan Amendment and fix 23 November 2000, as the day on which it will come into operation.

Dated 23 November 2000.

E. J. NEAL, Governor

MTUP CAB 43/99CS



**Please note that the Email address
for *Government Gazette* notices
has been changed.**

**The new Email address is:
governmentgazette@saugov.sa.gov.au**



FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00020
(PREVIOUS LICENCE NO. F511)*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'), the Minister for Primary Industries ('the Minister') hereby grants to:

G. J. Olds (12140)
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said G. OLDS

In the presence of: P. OLDS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
538374E 6171733N	2
538290E 6171764N	
538108E 6171527N	
538192E 6171497N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

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

Annual licence fees are:

	\$
FRDC Levy per hectare 2 at \$9.50 each.....	19.00
EMP Fee per hectare 2 at \$17.70 each.....	35.40
Base Licence Fee per hectare 2 at \$66 each.....	132.00
SASQAP (Classified Area) per hectare 2 at \$80 each.....	160.00
Total Annual Licence Fee.....	346.40
Quarterly Instalments.....	86.60

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 Director of Fisheries, PIRSA, 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.

(PREVIOUS LICENCE NO. F529)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Leon K. Stott (13009)
Sections 4 and 5, Hundred of Moule
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said L. STOTT

In the presence of: G. GARDNER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
366054E 6444507N	10
366337E 6444491N	
366412E 6444182N	
366038E 6444204N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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**Longlines*

Each structure must comply with the construction requirements specified in the Decision Notification form issued for the site under Regulation 42 of the Development Regulation Act 1993.

*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

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each.....	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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.

(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'), the Minister for Primary Industries ('the Minister') hereby grants to:

West-Eyre Shellfish (12154)
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture
 The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said G. SEIDEL
 and A. SEIDEL

In the presence of: S. SPRIGGS, Witness

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 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
366065E 6444603N	10
366083E 6444933N	
366385E 6444920N	
366368E 6444591N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

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

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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 FM00040
 (PREVIOUS LICENCE NO. F566)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Leon K. Stott (13009)
 Sections 4 and 5, Hundred of Moule
 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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said L. STOTT

In the presence of: G. GARDNER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
366240E 6444111N	10
366488E 6444101N	
366777E 6443704N	
366521E 6443704N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

Longlines

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

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

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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.

(PREVIOUS LICENCE NO. F572)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Leon K. Stott (13009)
Sections 4 and 5, Hundred of Moule
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said L. STOTT

In the presence of: G. GARDNER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
366253E 6442728N	
366314E 6442666N	10
366086E 6442243N	
365878E 6442079N	
365799E 6442173N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

Longlines

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

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

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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.

(PREVIOUS LICENCE NO. F732)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Smoky Bay Oyster Growers Pty Ltd (12194)
Section 18, Hundred of Guthrie
Mudamuckla, 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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Smoky Bay Oyster Growers Pty Ltd (ACN 056 266 294) was hereunto affixed in the presence of:

(L.S.) B. ZIPPEL, Director
G. ZIPPEL, Secretary

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 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
396884E 6416030N	12
397078E 6416021N	
397054E 6415409N	
396859E 6415410N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

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
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SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 12 at \$9.50 each.....	114.00
EMP Fee per hectare 12 at \$17.70 each.....	212.40
Base Licence Fee per hectare 12 at \$66 each.....	792.00
SASQAP (Classified Area) per hectare 12 at \$80 each	960.00
Total Annual Licence Fee.....	2 078.40
Quarterly Instalments.....	519.60

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 Director of Fisheries, PIRSA, 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 FM00110
(PREVIOUS LICENCE NO. F786)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Chintarra Pty Ltd (13106)
Sections 4 and 5, Hundred of Moule
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 July 2000 and ending, subject to any

earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said L. STOTT

In the presence of: G. GARDNER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
364259E 6440962N	10

364435E 6440710N
 364219E 6440654N
 364055E 6440478N
 363856E 6440463N

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

BST Longlines

Racks

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

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

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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 FM00130
(PREVIOUS LICENCE NO. F807)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Alan R. Chapman (12234)
12 Onslow Road
Modbury, S.A. 5092

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 July 2000 and ending, subject to an earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 3 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said A. CHAPMAN
In the presence of D. LANTHOS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
765000E 6174780N	1
765000E 6174880N	
765100E 6174880N	
765100E 6174780N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

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

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	700 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 1 at \$9.50 each.....	9.50
EMP Fee per hectare 1 at 17.70 each.....	17.70
Base Licence Fee per hectare 1 at \$66 each.....	66.00
Total Annual Licence Fee	93.20
Quarterly Instalments.....	23.30

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 Director of Fisheries, PIRSA, 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 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 Director of Fisheries within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00137
(PREVIOUS LICENCE NO. F814)*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'), the Minister for Primary Industries ('the Minister') hereby grants to:

G. J. Olds (12140)
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said G. OLDS

In the presence of: P. OLDS, Witness

SCHEDULE 1*Item 1—The Site*

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
533450E 6175700N	5
533750E 6175700N	
533750E 6175533N	
533450E 6175533N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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**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

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.50 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
Total Annual Licence Fee	866.00
Quarterly Instalments.....	216.50

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 Director of Fisheries, PIRSA, 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 FM00170
(PREVIOUS LICENCE NO. F1573)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Oyster Cove Shellfish Pty Ltd (19863)
27/5 Mount Barker Road
Urbae, S.A. 5064

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 July 2000 and ending, subject to an earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 3 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Oyster Cove Shellfish Pty Ltd was hereunto affixed in the presence of:

(L.S.) D. MOYLE, Director

D. MOYLE, Secretary

In the presence of F. FUSS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
752321E 6038220N	10
752568E 6037975N	
752803E 6038209N	
752621E 6038389N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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.

- Blacklip Abalone (*Haliotis rubra*)
- Greenlip Abalone (*Haliotis laevigata*)
- Native Oysters (*Ostrea angasi*)
- Pacific Oysters (*Crassostrea gigas*)
- Scallops (Queen) (*Equichlamys bifrons*)
- Scallops (Dough Boy) (*Mimachlamys asperrimus*)

Item 2—Permitted Farming Methods

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.

The Licence Holder must source all farm stock from either:

- (a) registered South Australian growers or hatcheries; or
- (b) wholly from, or the progeny of, wild stocks from South Australian waters.

The licence holder must maintain a Stock Movement Register which must be kept to immediately record all movements of abalone stock to and from the farm and to be kept regardless of the purpose of the movement of the stock. The Stock Movement Register must be a bound book with consecutively numbered pages, each entry must be recorded in ink in the order of events, each entry must be made immediately below the previous entry and each page must be filled before commencing the next page.

The Stock Movement Register must include the following information:

- (a) the time, date and number of stock placed on the site; and
- (b) the time, date and number of stock removed from the site.

The licence holder must keep the Stock Movement Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The licence holder must maintain a Mortality Register and record the mortalities of all farm abalone. Mortalities must be physically counted at intervals of no more than three months.

The licence holder must keep the Mortality Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from

1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The licence holder must make available all farm Registers for inspection by PIRSA Fisheries and Aquaculture Compliance Officers immediately upon being requested by such an officer.

The licence holder must complete a 'Farmed Abalone Disposal Statement' and forward this Statement to PIRSA Fisheries and Aquaculture Compliance at least 48 hours prior to disposal of farmed stock.

The licence holder must comply with the Fisheries Act 1982 while transporting fish. All fish moved from the site must be moved 'in shell'.

The licence holder must ensure that no processing occurs at sea and must further ensure that no dead farm fish or waste is deposited at sea.

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

Mussels

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 100 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

The licence holder must not stock the site with more than 50 000 individuals of the permitted species at any time. The size of the abalone shell measured at the greatest shell dimension, must not be less than 20 mm in length and must not be greater than 90 mm in length.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each.....	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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 FM00171
(PREVIOUS LICENCE NO. F1574)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Oyster Cove Shellfish Pty Ltd (19863)
27/5 Mount Barker Road
Urbrae, S.A. 5064

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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 3 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Oyster Cove Shellfish Pty Ltd was hereunto affixed in the presence of:

(L.S.) D. MOYLE, Director
D. MOYLE, Secretary

In the presence of F. FUSS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
751820E 6037551N	10
751991E 6037401N	
752223E 6037632N	
751975E 6037872N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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.

- Blacklip Abalone (*Haliotis rubra*)
Greenlip Abalone (*Haliotis laevis*)
Native Oysters (*Ostrea angasi*)
Pacific Oysters (*Crassostrea gigas*)
Scallops (Queen) (*Equichlamys bifrons*)
Scallops (Dough Boy) (*Mimachlamys asperrimus*)

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

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.

The Licence Holder must source all farm stock from either:

- (a) registered South Australian growers or hatcheries; or
(b) wholly from, or the progeny of, wild stocks from South Australian waters.

The licence holder must maintain a Stock Movement Register which must be kept to immediately record all movements of abalone stock to and from the farm and to be kept regardless of the purpose of the movement of the stock. The Stock Movement Register must be a bound book with consecutively numbered pages, each entry must be recorded in ink in the order of events, each entry must be made immediately below the previous entry and each page must be filled before commencing the next page.

The Stock Movement Register must include the following information:

- (a) the time, date and number of stock placed on the site; and
(b) the time, date and number of stock removed from the site.

The licence holder must keep the Stock Movement Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The licence holder must maintain a Mortality Register and record the mortalities of all farm abalone. Mortalities must be physically counted at intervals of no more than three months.

The licence holder must keep the Mortality Register for 12 months from the last entry date. A photocopy of the Register for

the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The licence holder must make available all farm Registers for inspection by PIRSA Fisheries and Aquaculture Compliance Officers immediately upon being requested by such an officer.

The licence holder must complete a 'Farmed Abalone Disposal Statement' and forward this Statement to PIRSA Fisheries and Aquaculture Compliance at least 48 hours prior to disposal of farmed stock.

The licence holder must comply with the Fisheries Act 1982 while transporting fish. All fish moved from the site must be moved 'in shell'.

The licence holder must ensure that no processing occurs at sea and must further ensure that no dead farm fish or waste is deposited at sea.

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

Mussels

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 100 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

The licence holder must not stock the site with more than 50 000 individuals of the permitted species at any time. The size of the abalone shell measured at the greatest shell dimension, must not be less than 20 mm in length and must not be greater than 90 mm in length.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each.....	800.00
Total Annual Licence Fee	1 732.00
Quarterly Instalments.....	433.00

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 Director of Fisheries, PIRSA, 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 FM00218

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Andre J. Seidl (19777)
 Gary Seidl (13008)
 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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said G. SEIDL
and A. SEIDL

In the presence of: S. SPRIGGS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
425646E 6399396N	10
425901E 6399718N	
425698E 6399832N	
425426E 6399519N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

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

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 ~~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

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
Total Annual Licence Fee.....	932.00
Quarterly Instalments.....	233.00

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 Director of Fisheries, PIRSA, 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.

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 FM00225
(PREVIOUS LICENCE NO. F1522)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Robert A. Frezza (12309)
10 Bayview Road
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 2 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Ianniello Industries Pty Ltd (ACN 068 448 126) was hereunto affixed in the presence of:

(L.S.) R. A. FREZZA, Director
and D. IANNIELLO, Secretary

SCHEDULE 1
Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
580810E 6163420N	5
580586E 6163420N	
580586E 6163643N	
580810E 6163643N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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.

Blue Mussels (*Mytilus edulis*)

Item 2—Permitted Farming Methods

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

Mussels

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 100 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$3.50 each.....	17.50
Base Licence Fee per hectare 5 at \$75 each.....	375.00
SASQAP (Under Classification).....	1 120.00
Total Annual Licence Fee.....	1 512.50
Quarterly Instalments.....	378.13

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 Director of Fisheries, PIRSA, 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 Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environmental Monitoring Program for the site must comply with Schedule 10 of the Environment Protection (Marine) Policy 1994.

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

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00307 (PREVIOUS LICENCE NO. F730A)

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

M. J. and B. Sexton
Mark Sexton (19713)
Betty V. Sexton (18626)
Joan M. Sexton (19714)
36 Old Mount Barker Road
Stirling, S.A. 5152

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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 or 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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said B. SEXTON

In the presence of: M. LOVE, Witness

Signed by the said J. SEXTON

In the presence of: M. LOVE, Witness

Signed by the said MARK SEXTON

In the presence of: W. NICHOLLS, Witness

Signed by the said MICHAEL SEXTON

In the presence of: I. CHAMPION, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
394939E 6416958N	2.25
394992E 6416954N	
394962E 6416531N	
394909E 6416534N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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**Racks*

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

Annual licence fees are:

	\$
FRDC Levy per hectare 2.25 at \$9.50 each.....	21.38
EMP Fee per hectare 2.25 at \$17.70 each.....	39.83
Base Licence Fee per hectare 2.25 at \$66 each.....	148.50
SASQAP (Classified Area) per hectare 2.25 at \$80 each.....	180.00
Total Annual Licence Fee	389.70
Quarterly Instalments.....	97.43

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 Director of Fisheries, PIRSA, 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 FM00332

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Gary Seidl (13008)
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said G. SEIDEL
and A. SEIDEL

In the presence of: S. SPRIGGS, Witness
SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
366068E 6445881N	5
366359E 6445752N	
366358E 6445580N	
366067E 6445709N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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**Racks*

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

*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

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.70 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
Total Annual Licence Fee	866.00
Quarterly Instalments.....	216.50

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 Director of Fisheries, PIRSA, 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 FM00351

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Andre J. Seidl (19777)
Gary Seidl (13008)
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said G. SEIDL
and A. SEIDL

In the presence of: S. SPRIGGS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
377306E 6434971N	
377415E 6434960N	
377385E 6434649N	
377276E 6434667N	
	3.4

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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

BST Longlines

Each structure must comply with the construction requirements specified in the Decision Notification form issued for the site under Regulation 42 of the Development Regulation Act 1993.

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

Annual licence fees are:

	\$
FRDC Levy per hectare 3.4 at \$9.50 each.....	32.30
EMP Fee per hectare 3.4 at \$17.70 each.....	60.18
Base Licence Fee per hectare 3.4 at \$66 each.....	224.40
Total Annual Licence Fee.....	316.88
Quarterly Instalments.....	79.22

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 Director of Fisheries, PIRSA, 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 FM00352

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'), the Minister for Primary Industries ('the Minister') hereby grants to:

Leon K. Stott (13009)
Christine M. Stott (19776)
Sections 4 and 5, Hundred of Moule
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 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('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 Director of Fisheries, PIRSA, 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 by the General Manager Aquaculture, delegate of the Minister, on 14 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said L. STOTT

In the presence of: G. GARDNER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
377178E 6434685N	6.6
377385E 6434649N	
377331E 6434339N	
377124E 6434375N	

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) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a 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 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)Item 2 ~~3/4~~ Permitted Farming Methods

BST Longlines

Each structure must comply with the construction requirements specified in the Decision Notification form issued for the site under Regulation 42 of the Development Regulation Act 1993.

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

Annual licence fees are:

	\$
FRDC Levy per hectare 6.6 at \$9.50 each.....	62.70
EMP Fee per hectare 6.6 at \$17.70 each.....	116.82
Base Licence Fee per hectare 6.6 at \$66 each.....	435.60
Total Annual Licence Fee.....	615.12
Quarterly Instalments.....	153.78

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 Director of Fisheries, PIRSA, 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.

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 53

TAKE notice that the licence to farm fish made under section 53 of the Fisheries Act 1982, and published in the *South Australian Government Gazette*, dated 9 November 2000, on page number 3042, being the second notice on that page, through to page number 3046 and referring to Oyster Cove Shellfish Pty Ltd is hereby revoked.

Dated 23 November 2000.

I. NIGHTINGALE, General Manager Aquaculture,
as delegate of the Minister for Primary
Industries.

FISHERIES ACT 1982: SECTION 53

TAKE notice that the licence to farm fish made under section 53 of the Fisheries Act 1982, and published in the *South Australian Government Gazette*, dated 9 November 2000, on page number 3039, being the first notice on that page, through to page number 3042 and referring to Oyster Cove Shellfish Pty Ltd is hereby revoked.

Dated 23 November 2000.

I. NIGHTINGALE, General Manager Aquaculture,
as delegate of the Minister for Primary
Industries.

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, those holders of a licence issued pursuant to the Scheme of Management (Marine Scalefish Fisheries) Regulations 1991 (hereinafter referred to as the 'exemption holders') are exempted from the provisions of Clause 123 of Schedule 1 of the Fisheries (General) Regulations 2000, in that an exemption holder shall not be guilty of an offence when using a boat registered by endorsement on a fishery licence pursuant to Division 1, Part 4 of the Fisheries Act 1982, for the taking of fish for purposes other than trade or business (hereinafter referred to as the 'exempted activity'), provided the exemption holder complies with the conditions specified in Schedule 1, from the date of gazettal of this notice until 30 June 2001.

SCHEDULE 1

1. An exemption holder must notify the PIRSA Fisheries Compliance Unit via Link Communications on 1800 090 654 prior to engaging in the exempted activity with the following information:

- the commercial boat registration number and the fishery licence number to which the call applies;
- the name of the person making the call (must be the licence holder) and the restricted marine scalefish fishery or marine scalefish fishery licence number;
- the recreational registration numbers which will be placed on the boat;
- the time and date the exempted activity will commence; and
- the time and date the exempted activity will cease.

2. An exemption holder shall not contravene or fail to comply with the Fisheries Act 1982, or any other regulations made under that Act except where specifically exempted by this notice.

3. Whilst engaged in the exempted activity an exemption holder must have in his or her possession a copy of this notice and produce a copy of the notice if required by a PIRSA Fisheries Compliance Officer.

Dated 21 November 2000.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that subject to section 59 of the Fisheries Act 1982, Eyrewoolf Enterprises Pty Ltd, c/o P.O. Box 73, Streaky Bay, S.A. 5680 (or their registered masters) holder of Western Zone Abalone Fishery Licence W21, issued pursuant to the Scheme of Management (Abalone Fisheries) Regulations 1991 (hereinafter referred to as the 'exemption holder') is exempted from the provisions of clause 60 of Schedule 1 of the Fisheries (General) Regulations 2000 in that the exemption holder shall not be guilty of an offence when taking Roe's abalone (*Haliotis roei*) which is undersize, from those waters defined as the Western Zone in the Scheme of Management (Abalone Fisheries) Regulations, 1991 (hereinafter referred to as the 'exempted activity') subject to the conditions specified in Schedule 1 from the date of gazettal of this notice until 31 March 2001.

SCHEDULE 1

1. Whilst engaged in the exempted activity, the exemption holder may only take *Haliotis roei* provided that it is not less than 75 mm in length at its greatest dimension. All abalone must be landed in the shell.

2. On any day the exemption holder engages in the exempted activity only abalone of the species (*Haliotis roei*) may be taken.

3. No more than one registered master may engage in the exempted activity on any one day.

4. The exemption holder may conduct the exempted activity in more than one area as defined in Schedule 2 on any one day, provided that a separate notification pursuant to Condition 5 below has been made for each area prior to conducting any fishing activity in that area.

5. The exemption holder must notify the PIRSA Fisheries Compliance Unit on 1800 244 317 prior to engaging in the exempted activity with the following information:

- (a) the name of the person making the call and the Western Zone Abalone Fishery Licence Number;
- (b) the name of the registered master who will be conducting the exempted activity on that day;
- (c) the date on which the exempted activity will take place;
- (d) the port of departure;
- (e) the designated area from Schedule 2 which is to be fished; and
- (f) where the exemption holder is nominating to fish in an additional designated area from the previous nominated designated area on any one day, the exemption holder must wait at least 30 minutes prior to leaving the point from where the nomination was made.

6. Upon completion of the day's fishing activities the exemption holder shall complete the Daily Research Data Logsheet provided including the following information:

- Drop Number;
- Fishing Location (each dive entry location using GPS marks in decimal minutes including seconds);
- Time Underwater;
- Swell;
- Number of *H. Roei*;
- Tag Number; and
- CDR Number.

The completed Daily Research Data Logsheets must be posted or delivered to the Chief Scientist, South Australian Research and Development Institute within seven days of the completion of the day's fishing activities to which it relates.

7. Upon completion of the dive at each site and before landing, the exemption holder shall place the abalone in the bag supplied and complete the information on the tag provided including the date and CDR number. The catch is to be bagged separately for each dive location and the tag included with the catch. If more than one bag is taken in one dive location, the tag numbers are to be recorded in the row beneath the original on the Daily Research Data Logsheets provided.

The total number of bags for that day and the numbers of the tags placed on each bag shall be included on the CDR 1. The CDR 1 must be completed within 50 m of landing and the white and yellow copies of the CDR 1 must accompany the abalone to the fish processing premises.

8. The exemption holder must make a record in writing immediately at the conclusion of a fishing trip and before the abalone are consigned to a registered fish processor setting out details of the abalone taken during that fishing trip. This record must be completed within 50 m of the point of landing of the catch; and before the catch is consigned to a nominated processor and/or taken onto processor premises where such premises are within 50 m of the point of landing; or at the end of each day of fishing where the catch is not landed on that day. The details of such record shall be recorded on and be such as are sufficient to complete in triplicate a CDR 1 form.

9. All *Haliotis roei* taken pursuant to this notice shall be delivered to one of the registered fish processors detailed in Schedule 3 for weighing, within 48 hours of landing, within the State of South Australia.

10. The exemption holder shall not, during the period of this notice, take a combined quantity of *Haliotis roei* which exceeds 1 000 kg wholeweight.

11. The amount of *Haliotis roei* allocated pursuant to this notice is non-transferable.

12. The exemption holder shall not intentionally induce weight loss of abalone by any means.

13. The exemption holder whilst engaged in the exempted activity must conduct such activity from a boat registered pursuant to Western Zone Abalone Fishery Licence W21.

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

15. Whilst engaged in the exempted activity the exemption holder must have in his possession a copy of this notice and produce a copy of the notice if required by a PIRSA Fisheries Compliance Officer.

SCHEDULE 2

AREA 1

All waters east of the Western/Central zone boundary (longitude 136.5°E) to Shoal Point (longitude 135.5°E) excluding the following sub-area 1 in which no activity may take place:

All waters contained within the following boundaries:

latitude 34.2440° longitude 136.2690°, latitude 34.2441° longitude 136.2611°, latitude 34.2568° longitude 136.2690°, latitude 34.2569° longitude 136.2611° and excluding the following sub-areas 2 and 3 in which fishdown activities may be conducted pursuant to separate exemption:

Lipson Island Fishdown

All waters contained within the following boundaries:

latitude 34.2637° longitude 136.2667°, latitude 34.2638° longitude 136.2624°, latitude 34.2665° longitude 136.2667°, latitude 34.2665° longitude 136.2624°.

Grindal Island Fishdown

All waters contained within the following boundaries:

latitude 34.9048° longitude 136.0398°, latitude 34.9050° longitude 136.0234°, latitude 34.9228° longitude 136.0400°, latitude 34.9230° longitude 136.0236°.

AREA 2

All waters extending from Shoal Point (135.5°E) to Cape Radstock (longitude 134.33°E) excluding the following sub-area 1 in which no activity may take place:

All waters contained within the following boundaries:

latitude 33.2046° longitude 134.6276°, latitude 33.2045° longitude 134.5892°, latitude 33.2449° longitude 134.6275°, latitude 33.2448° longitude 134.5891° and excluding the following sub-areas 2 and 3 in which fishdown activities may be conducted pursuant to separate exemption:

Venus Bay Fishdown

All waters contained within the following boundaries:

latitude 33.2301° longitude 134.6413°, latitude 33.2300° longitude 134.6301°, latitude 33.2469° longitude 134.6412°, latitude 33.2469° longitude 134.6301°.

Kiana Beach Fishdown

All waters contained within the following boundaries:

latitude 34.0252° longitude 135.2707°, latitude 34.0252° longitude 135.2599°, latitude 34.0342° longitude 135.2708°, latitude 34.0342° longitude 135.2599°.

AREA 3

All waters extending from Cape Radstock (longitude 134.33°E) to Point Bell (longitude 133.13°E) excluding the following sub-area 1 in which no activity may take place:

All waters contained within the following boundaries:

latitude 32.9312° longitude 134.1442°, latitude 32.9310° longitude 134.1122°, latitude 32.9492° longitude 134.1441°, latitude 32.9490° longitude 134.1120° and excluding the following sub-areas 2 and 3 in which fishdown activities may be conducted pursuant to separate exemption:

Smoothpool Bommie Fishdown

All waters contained within the following boundaries:

latitude 32.9352° longitude 134.0800°, latitude 32.9351° longitude 134.0640°, latitude 32.9442° longitude 134.0799°, latitude 32.9441° longitude 134.0639°.

Highcliff Fishdown

All waters contained within the following boundaries:

latitude 32.8677° longitude 134.1021°, latitude 32.8677° longitude 134.0968°, latitude 32.8768° longitude 134.1020°, latitude 32.8767° longitude 134.0967°.

AREA 4

All waters extending from Point Bell (longitude 133.13°E) to a point approximately 5 km SE of the eastern extreme of the Great Australian Bight Marine Park (longitude 131.55°E) excluding the following sub-areas 2 and 3 in which fishdown activities may be conducted pursuant to separate exemption:

Clare Bay Fishdown

All waters contained within the following boundaries:

latitude 31.9520° longitude 132.6882°, latitude 31.9519° longitude 132.6813°, latitude 31.9568° longitude 132.6881°, latitude 31.9567° longitude 132.6812°.

Pt Sinclair Fishdown

All waters contained within the following boundaries:

latitude 32.0995° longitude 132.9917°, latitude 32.0994° longitude 132.9864°, latitude 32.1063° longitude 132.9916°, latitude 32.1062° longitude 132.9863°.

SCHEDULE 3

FP0008

Western Abalone Processors P/L
P.O. Box 914
Port Lincoln, S.A. 5606

FP0120

Smoothpool Nominees P/L
Trading as Blancheport Fisheries
12 Alfred Terrace
Streaky Bay, S.A. 5680

FP0132
Yorkshell P/L
Trading as Australian Southern Seafood
P.O. Box 1579
Port Lincoln, S.A. 5606

FP0142
Eyrewoolf Enterprises
P.O. Box 73
Streaky Bay, S.A. 5680
Dated 21 November 2000.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that subject to section 59 of the Fisheries Act 1982, Eyrewoolf Enterprises Pty Ltd, c/o P.O. Box 73, Streaky Bay, S.A. 5680 (or their registered masters) holder of Western Zone Abalone Fishery Licence W21, issued pursuant to the Scheme of Management (Abalone Fisheries) Regulations 1991 hereinafter referred to as the 'exemption holder' is exempted from the provisions of clause 60 of Schedule 1 of the Fisheries (General) Regulations 2000 in that the exemption holder shall not be guilty of an offence when taking Roe's abalone (*Haliotis roei*) which is undersize, from those waters defined in Schedule 2 (hereinafter referred to as the 'exempted activity') subject to the conditions specified in Schedule 1 from the date of gazettal of this notice until 31 March 2001.

SCHEDULE 1

1. The exemption holder may only engage in the exempted activity at the direction of an officer from the South Australian Research and Development Institute.

2. Whilst engaged in the exempted activity, the exemption holder may only take *Haliotis roei* provided that it is not less than 60 millimetres in length at its greatest dimension. All abalone must be landed in the shell.

3. On any day the exemption holder engages in the exempted activity only abalone of the species (*Haliotis roei*) may be taken.

4. No more than one registered master may engage in the exempted activity on any one day.

5. The exemption holder may conduct the exempted activity in more than one area as defined in schedule 2 on any one day, as directed by an officer of the South Australian Research and Development Institute, provided that a separate notification pursuant to Condition 6 below has been made for each area prior to conducting any fishing activity in that area.

6. The exemption holder must notify the PIRSA Fisheries Compliance Unit on 1800 244 317 prior to engaging in the exempted activity with the following information:

- (a) the name of the person making the call and the Western Zone Abalone Fishery Licence Number;
- (b) the name of the registered master who will be conducting the exempted activity on that day;
- (c) the date on which the exempted activity will take place;
- (d) the port of departure;
- (e) the designated area from Schedule 2 which is to be fished; and
- (f) where the exemption holder is nominating to fish in an additional designated area from the previous nominated designated area on any one day, the exemption holder must wait at least 30 minutes prior to leaving the point from where the nomination was made.

7. Upon completion of the day's fishing activities the exemption holder shall complete the Daily Research Data Logsheet provided including the following information:

- Drop Number;
- Fishing Location (each dive entry location using GPS marks in decimal minutes including seconds);
- Time Underwater;
- Swell;
- Number of *H. Roei*;
- Tag Number; and
- CDR Number.

The completed Daily Research Data Logsheets must be posted or delivered to the Chief Scientist, South Australian Research and Development Institute within seven days of the completion of the day's fishing activities to which it relates.

8. Upon completion of the dive at each site and before landing, the exemption holder shall place the abalone in the bag supplied and complete the information on the tag provided including the date and CDR number. The catch is to be bagged separately for each dive location and the tag included with the catch. If more than one bag is taken in one dive location, the tag numbers are to be recorded in the row beneath the original on the Daily Research Data Logsheet provided.

The total number of bags for that day and the numbers of the tags placed on each bag shall be included on the CDR 1. The CDR 1 must be completed within 50 m of landing and the white and yellow copies of the CDR 1 must accompany the abalone to the fish processing premises.

9. The exemption holder must make a record in writing immediately at the conclusion of a fishing trip and before the abalone are consigned to a registered fish processor setting out details of the abalone taken during that fishing trip. This record must be completed within 50 m of the point of landing of the catch; and before the catch is consigned to a nominated processor and/or taken onto processor premises where such premises are within 50 m of the point of landing; or at the end of each day of fishing where the catch is not landed on that day. The details of such record shall be recorded on and be such as are sufficient to complete in triplicate a CDR 1 form.

10. All *Haliotis roei* taken pursuant to this notice shall be delivered to one of the registered fish processors detailed in Schedule 3 for weighing, within 48 hours of landing, within the State of South Australia.

11. The exemption holder shall not, during the period of this notice, take a combined quantity of *Haliotis roei* which exceeds 1 000 kg wholeweight.

12. The amount of *Haliotis roei* allocated pursuant to this notice is non-transferable.

13. The exemption holder shall not intentionally induce weight loss of abalone by any means.

14. The exemption holder whilst engaged in the exempted activity must conduct such activity from a boat registered pursuant to Western Zone Abalone Fishery Licence W21.

15. The exemption holder shall not contravene or fail to comply with the *Fisheries Act 1982*, or any other regulations made under that Act except where specifically exempted by this notice.

16. Whilst engaged in the exempted activity the exemption holder must have in his possession a copy of this notice and produce a copy of the notice if required by a PIRSA Fisheries Compliance Officer.

SCHEDULE 2

AREA 1

Lipson Island Fishdown

All waters contained within the following boundaries:

latitude 34.2637° longitude 136.2667°, latitude 34.2638° longitude 136.2624°, latitude 34.2665° longitude 136.2667°, latitude 34.2665° longitude 136.2624°.

Grindal Island Fishdown

All waters contained within the following boundaries:

latitude 34.9048° longitude 136.0398°, latitude 34.9050° longitude 136.0234°, latitude 34.9228° longitude 136.0400°, latitude 34.9230° longitude 136.0236°.

AREA 2

Venus Bay Fishdown

All waters contained within the following boundaries:

latitude 33.2301° longitude 134.6413°, latitude 33.2300° longitude 134.6301°, latitude 33.2469° longitude 134.6412°, latitude 33.2469° longitude 134.6301°.

Kiana Beach Fishdown

All waters contained within the following boundaries:

latitude 34.0252° longitude 135.2707°, latitude 34.0252°
longitude 135.2599°, latitude 34.0342° longitude 135.2708°,
latitude 34.0342° longitude 135.2599°.

AREA 3

Smoothpool Bommie Fishdown

All waters contained within the following boundaries:

latitude 32.9352° longitude 134.0800°, latitude 32.9351°
longitude 134.0640°, latitude 32.9442° longitude 134.0799°,
latitude 32.9441° longitude 134.0639°.

Highcliff Fishdown

All waters contained within the following boundaries:

latitude 32.8677° longitude 134.1021°, latitude 32.8677°
longitude 134.0968°, latitude 32.8768° longitude 134.1020°,
latitude 32.8767° longitude 134.0967°.

AREA 4

Clare Bay Fishdown

All waters contained within the following boundaries:

latitude 31.9520° longitude 132.6882°, latitude 31.9519°
longitude 132.6813°, latitude 31.9568° longitude 132.6881°,
latitude 31.9567° longitude 132.6812°.

Pt Sinclair Fishdown

All waters contained within the following boundaries:

latitude 32.0995° longitude 132.9917°, latitude 32.0994°
longitude 132.9864°, latitude 32.1063° longitude 132.9916°,
latitude 32.1062° longitude 132.9863°.

SCHEDULE 3

FP0008

Western Abalone Processors P/L
P.O. Box 914
Port Lincoln, S.A. 5606

FP0120

Smoothpool Nominees P/L
Trading as Blancheport Fisheries
12 Alfred Terrace
Streaky Bay, S.A. 5680

FP0132

Yorkeshell P/L
Trading as Australian Southern Seafood
P.O. Box 1579
Port Lincoln, S.A. 5606

FP0142

Eyrewoolf Enterprises
P.O. Box 73
Streaky Bay, S.A. 5680

Dated 21 November 2000

W. ZACHARIN, Director of Fisheries



Christmas/New Year Holiday Publishing Information

Last Gazette for 2000 will be Thursday, 21 December 2000

Closing date for notices for publication will be
4 p.m. Tuesday, 19 December 2000

First Gazette for 2001 will be Thursday, 4 January 2001

Closing date for notices for publication will be
4 p.m. Tuesday, 2 January 2001

(There will not be a Gazette in the period between these two dates)

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Acts, Bills, Rules, Parliamentary Papers and Regulations

Pages	Main	Amends	Pages	Main	Amends
1-16	1.80	0.80	497-512	26.25	25.25
17-32	2.55	1.60	513-528	27.00	26.00
33-48	3.25	2.35	529-544	27.75	26.75
49-64	4.15	3.10	545-560	28.50	27.75
65-80	4.90	4.00	561-576	29.25	28.50
81-96	5.60	4.70	577-592	30.25	29.00
97-112	6.45	5.45	593-608	31.00	30.00
113-128	7.20	6.30	609-624	31.75	31.00
129-144	8.10	7.10	625-640	32.50	31.50
145-160	8.90	7.85	641-656	33.25	32.25
161-176	9.70	8.70	657-672	33.75	33.00
177-192	10.40	9.50	673-688	35.00	33.75
193-208	11.20	10.30	689-704	35.75	34.75
209-224	12.00	11.00	705-720	36.25	35.50
225-240	12.70	11.80	721-736	37.50	36.00
241-257	13.60	12.50	737-752	38.00	37.00
258-272	14.40	13.30	753-768	39.00	37.50
273-288	15.20	14.20	769-784	39.50	38.75
289-304	15.90	14.90	785-800	40.25	39.50
305-320	16.70	15.70	801-816	41.00	40.00
321-336	17.50	16.50	817-832	42.00	41.00
337-352	18.30	17.40	833-848	42.75	41.75
353-368	19.10	18.10	849-864	43.50	42.50
369-384	19.90	19.00	865-880	44.25	43.50
385-400	20.60	19.70	881-896	44.75	44.00
401-416	21.40	20.40	897-912	46.00	44.75
417-432	22.30	21.30	913-928	46.50	46.00
433-448	23.00	22.00	929-944	47.50	46.50
449-464	23.90	22.80	945-960	48.50	47.00
465-480	24.50	23.60	961-976	49.00	48.00
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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. E-mail: governmentgazette@saugov.sa.gov.au.** Send as attachments in Word format and please confirm your transmission with a faxed copy of your document, including the date the notice is to be published and to whom the notice will be charged.

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application*

NOTICE is hereby given, pursuant to sections 52 and 63 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that DCH Nominees Pty Ltd (ACN 094 980 186), c/o Level 11, 185 Victoria Square, Adelaide, S.A. 5000, has applied to the Licensing Authority for the transfer of a Special Circumstances Licence and Gaming Machines Licence in respect of the premises situated at 125 Hindley Street, Adelaide and known as Royal Admiral Hotel.

The applications have been set down for hearing on 22 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 15 November 2000.

Applicant

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Adelaide's London Tavern Pty Ltd (ACN 083 182 316) as agent for the London Tavern Partnership comprising Boydon Pty Ltd (ACN 083 687 012) as Trustee for the Boydon Family Trust, M.K. & J.L. Nominees Pty Ltd (ACN 073 434 456) as Trustee for the Clayton Investment Trust, Cornish Hotel Pty Ltd (ACN 083 697 769) as Trustee for the John Cornish Family Trust, Geoffry Robert Lessue and Denise Elizabeth Lessue as Trustees for the G. & D. Discretionary Trust, Eric Michael Dudley and Naveena Chesworth as Trustees for the Erin Discretionary Trust and Rebecca Lee Chesworth as Trustee for the Suelee Discretionary Trust has applied to the Licensing Authority for the transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at 410 North East Road, Windsor Gardens, S.A. 5087 and known as Windsor Hotel.

The applications have been set down for hearing on 22 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Nikitas Manousakis and Anthony Manousakis, 434 Seaview Road, Henley Beach, S.A. 5022 have applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 176 Henley Beach Road, Torrensville, S.A. 5031, known as Cafe Antico and to be known as Nikitas.

The application has been set down for hearing on 15 December 2000 at 11 a.m.

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.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 15 November 2000.

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 Ballarook Pty Ltd, c/o Bonnins Solicitors, Level 14, Commonwealth Bank Building, 100 King William Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the transfer of a Hotel Licence in respect of premises situated at Main South Road, Second Valley, S.A. 5204 and known as Leonards Mill.

The application has been set down for hearing on 15 December 2000 at 10.30 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 John E. Maguire Holdings Pty Ltd, 100 Carrington Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the transfer of a Residential Licence in respect of premises situated at Mintaro, S.A. 5415 and known as Martindale Hall.

The application has been set down for hearing on 21 December 2000 at 10.30 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 Jon Errol Skuse and Roslyn Merideth Skuse, 7 Germein Street, Port Vincent, S.A. 5581 have applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 35 Marine Parade, Port Vincent, S.A. 5581 and known as Gerimia's.

The application has been set down for hearing on 21 December 2000 at 10 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 Permafix Australia Pty Ltd, c/o Kelly & Co., Solicitors, Level 17, 91 King William Street, Adelaide has applied to the Liquor and Gaming Commissioner for the transfer of a Producer's Licence in respect of premises situated at Chapel Hill Road, McLaren Vale, S.A. 5171 and known as Chapel Hill Winery.

The application has been set down for hearing on 21 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Happy Valley Fine Food Pty Ltd, c/o Fisher Jeffries, SGIC Building, 211 Victoria Square, Adelaide, S.A. 5000, has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of the premises situated at 192 Chandlers Hill Road, Happy Valley, S.A. 5159 and known as Post Office Restaurant Cafe.

The application has been set down for hearing on 21 December 2000 at 11.30 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Kapinga Pty Ltd has applied to the Licensing Authority for an Extended Trading Authorisation in respect of premises situated at Shop 2051A, Westfield Marion, 297 Diagonal Road, Oaklands Park, S.A. 5046, and known as Charlton's Pool Lounge.

The application has been set down for hearing on 22 December 2000.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation:

Saturday: Midnight to 5 a.m. the following day.

On days preceding Public Holidays excluding Christmas Day and Good Friday: Midnight to 5 a.m. the following day.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 Shenannigans One Pty Ltd and Shenannigans Two Pty Ltd have applied to the Licensing Authority for a variation to the Extended Trading Authorisation with Entertainment Consent in respect of premises situated at Shop 2052C, Westfield Marion, 297 Diagonal Road, Oaklands Park, S.A. 5046 and known as Shenannigans Irish Pub.

The application has been set down for hearing on 22 December 2000.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation:

Saturday: Midnight to 5 a.m. the following day.

On days preceding Public Holidays excluding Christmas Day and Good Friday: Midnight to 5 a.m. the following day.

Entertainment Consent is to apply to 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 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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 West Paddock Pty Ltd has applied to the Licensing Authority for a variation to the Extended Trading Authorisation with Entertainment Consent in respect of premises situated at Shop 2052B, Westfield Marion, 297 Diagonal Road, Oaklands Park, S.A. 5046 and known as Zanzibar Marion.

The application has been set down for hearing on 22 December 2000.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation:

Saturday: Midnight to 5 a.m. the following day.

On days preceding Public Holidays excluding Christmas Day and Good Friday: Midnight to 5 a.m. the following day.

Entertainment Consent is to apply to 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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 Wayne and Sandra Pedemonte, 15 Lipson Road, Tumby Bay, S.A. 5605, have applied to the Licensing Authority for a Restaurant Licence with an Extended Trading Authorisation and Entertainment Consent in respect of premises situated at 15 Lipson Road, Tumby Bay, S.A. 5605 and to be known as Shalom Place.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

1. Extended Trading Authorisation:

Sunday: 8 p.m. to midnight.

2. Section 34 (1) (c)—Authorises the licensee to sell liquor on any day except Good Friday and Christmas Day for consumption on the licensed premises by persons seated at a table or attending a function at which food is provided.

3. Entertainment Consent is to apply to the 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 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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 Bay Wine Distributors Pty Ltd has applied to the Licensing Authority for the removal of a Wholesale Liquor Merchant's Licence, currently situated at Part Section 2075, Hundred of Bremer, S.A. 5255 and to be situated at 9A Salter Street, Kensington, S.A. 5068 and known as Bay Wine Distributors Pty Ltd.

The application has been set down for hearing on 22 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 31 October 2000.

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 Briggs Peninsula Pty Ltd, Williams Peninsula Pty Ltd, Barreau Peninsula Pty Ltd and Colin David Thomas McKee, c/o Bonnins, Level 14, 100 King William Street, Adelaide, S.A. 5000, have applied to the Licensing Authority for a variation to the Extended Trading Authorisation with Entertainment Consent in respect of premises situated at 481-483 Victoria Road, Taperoo, S.A. 5017 and known as Peninsula Le Fevre Hotel.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

1. That the licensee be permitted to sell liquor on Monday to Wednesday from midnight to 3 a.m. the following day and New Years Day (being a Monday) from midnight to 3 a.m. the following day.

2. Entertainment Consent is to apply to 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 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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 15 November 2000.

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 Constantinos Virilas, 9A Norman Street, Underdale, S.A. 5032, has applied to the Licensing Authority for an Entertainment Venue Licence in respect of premises situated at 41 (First Floor), Gouger Street, Adelaide.

The application has been set down for hearing on 22 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 14 November 2000.

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 New York Bar & Grill Pty Ltd and B. & S. Matthews Investments Pty Ltd have applied to the Licensing Authority for a variation to the Extended Trading Authorisation with Entertainment Consent in respect of premises situated at Shop 2027, Westfield Marion, 297 Diagonal Road, Oaklands Park, S.A. 5046 and known as New York Bar & Grill.

The application has been set down for hearing on 22 December 2000.

Conditions

The following licence conditions are sought:

- Extended Trading Authorisation:
Saturday: Midnight to 5 a.m. the following day.
- Entertainment Consent is to apply to 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 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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 17 November 2000.

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 RSL Blackwood & District Sub-Branch Inc., 1 Brighton Parade, Blackwood, S.A. 5051 has applied to the Licensing Authority for an Extended Trading Authorisation in respect of premises situated at 1 Brighton Parade, Blackwood and known as RSL Blackwood & District Sub-Branch.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation:

Thursday, Friday and Saturday: Midnight to 2 a.m. the following day.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Stephen Philip Alexander Machin, c/o David Watts & Associates, Liquor Licensing Consultants, 1 Cator Street, Glenside, S.A. 5065, has applied to the Licensing Authority for a Wholesale Liquor Merchant's Licence in respect of premises situated at 13 Ormonde Avenue, Millswood, S.A. 5034 and to be known as Steve Machin Liquor Wholesalers.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Allen & Rowland Shipshapers Pty Ltd (ABN 22 082 276 499), 40 Pelican Place, Semaphore Park, S.A. 5019 has applied to the Licensing Authority for the transfer of a Retail Liquor Merchant's Licence in respect of premises situated at Railway Terrace, Paruna, S.A. 5311 and known as Paruna Liquor Store.

The application has been set down for hearing on 22 December 2000 at 10.30 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 10 November 2000.

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 Kingston Estate Wines Pty Ltd (ACN 063 167 813), c/o Fisher Jeffries, SGIC Building, 211 Victoria Square, Adelaide, S.A. 5000 has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 539 Greenhill Road, Hazelwood Park, S.A. 5066 and to be known as Kingston Estate Wines.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 14 November 2000.

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 Renatka Investments Pty Ltd (ACN 095 090 225), c/o JSG Martin Chartered Accountant, Level 2, 366 King William Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 4 East Terrace, Adelaide, S.A. 5000 and to be known as Botanic Cafe.

The application has been set down for hearing on 22 December 2000 at 11.30 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Heysen Wines Pty Ltd (ACN 094 672 714), 34 Hastings Street, Glenelg South, S.A. 5045 has applied to the Licensing Authority for the grant of a Producer's Licence in respect of premises situated at 34 Hastings Street, Glenelg South and to be known as Heysen Wines.

The application has been set down for hearing on 5 January 2001.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 20 November 2000.

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 Tin Roof Pty Ltd (ACN 095 094 741) has applied to the Licensing Authority for the transfer of a Hotel Licence in respect of premises situated at 163 Waymouth Street, Adelaide, S.A. 5000, and known as The Garage Sale Bar & Bistro.

The application has been set down for hearing on 22 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 16 November 2000.

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 Zero In Pty Ltd has applied to the Licensing Authority for an Extended Trading Authorisation in respect of premises situated at 55 George Street, Millicent, S.A. 5280 and known as Grand Hotel.

The application has been set down for hearing on 22 December 2000.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation:

Monday to Saturday: Midnight to 2 a.m. the following morning.

Sunday: 8 p.m. to 9 p.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 15 November 2000.

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 Encounter Bay Excavations, 19 Burton Terrace, Wudinna, S.A. 5652, has applied to the Licensing Authority for an Extended Trading Authorisation in respect of premises situated at 19 Burton Terrace, Wudinna and known as Wudinna Hotel-Motel.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation:

Sunday: 8 a.m. to 11 a.m.

8 p.m. to midnight.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 14 November 2000.

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 Jane Elizabeth Mader, Malcolm John Mancel Cooper and Kathleen Moira Cooper, 47 Whitewood Drive, Upper Sturt, S.A. 5156, have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 47 Whitewood Drive, Upper Sturt, and to be known as Golden Mile Wines.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 13 November 2000.

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 Stephen Norman Allen and Rosemary Anne McDowell, Section 341, Hundred of Clare, S.A. 5453, have applied to the Licensing Authority for a Direct Sales Licence in respect of premises situated at Section 341, Government Road, Clare, and to be known as Stephen Allen.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 13 November 2000.

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 Central District Football Club, Goodman Road, Elizabeth, S.A. 5112, has applied to the Licensing Authority for an Extended Trading Authorisation with Entertainment Consent, in respect of premises situated at Goodman Road, Elizabeth and known as Central District Footballers Club.

The application has been set down for hearing on 22 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

1. Extended Trading Authorisation:

Sunday: 8 a.m. to 11 a.m.
8 p.m. to midnight.

2. Entertainment Consent.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 13 November 2000.

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 Hugh Alexander Koch, 8 Petticoat Lane, Penola, S.A. 5277, has applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at 52 Riddoch Street, Penola and to be known as Pipers of Penola.

The application has been set down for hearing on 22 December 2000.

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 and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 7 November 2000.

Applicant

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the under-mentioned area:

Applicant: Minex (SA) Pty Ltd

Location: Bonython Hill Area—Approximately 35 km south-east of Olary, bounded as follows: Commencing at a point being the intersection of latitude 32°20'S and longitude 140°39'E, thence east to longitude 140°48'E, south to latitude 32°21'S, west to longitude 140°46'E, south to latitude 32°26'S, west to longitude 140°39'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 (AGD66).

Term: 1 Year

Area in km²: 120

Ref: 088/00

H. TYRTEOS, Acting Mining Registrar, Department of Primary Industries and Resources

MINING ACT 1971

NOTICE is hereby given in accordance with Section 28 (5) of the Mining Act 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the under-mentioned area:

Applicant: Redfire Resources Ltd

Location: Mt Willoughby Area—Approximately 90 km south-east of Marla, bounded as follows: Commencing at a point being the intersection of latitude 27°51'S and longitude 134°07'E, thence east to longitude 134°19'E, south to latitude 27°53'S, west to longitude 134°15'E, south to latitude 27°54'S, west to longitude 134°12'E, south to latitude 28°00'S, west to longitude 134°10'E, south to latitude 28°08'S, west to longitude 134°07'E, and north to the point of commencement, but excluding Tarcoola-Alice Springs Railway (Reserved GG 13.11.75), 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 (AGD66).

Term: 1 Year

Area in km²: 260

Ref: 328/97

H. TYRTEOS, Acting Mining Registrar, Department of Primary Industries and Resources

PROOF OF SUNRISE AND SUNSET ACT 1923—ALMANAC FOR JANUARY, FEBRUARY AND MARCH 2001

PURSUANT to the requirements of the Proof of Sunrise and Sunset Act 1923, I, Trevor Noel Argent, Commissioner of Highways, at the direction of the Honourable the Minister for Transport, Urban Planning and the Arts, publish in the Schedule hereto an almanac setting out the times of sunrise and sunset on every day for the three calendar months of January, February and March 2001.

Dated at Adelaide, 16 November 2000.

T. N. ARGENT, Commissioner of Highways

97/03263

THE SCHEDULE

Times of sunrise and sunset during the months of January, February and March 2001.

Month	January		February		March	
Date	Sunrise a.m.	Sunset p.m.	Sunrise a.m.	Sunset p.m.	Sunrise a.m.	Sunset p.m.
1	6.05	8.34	6.36	8.24	7.03	7.54
2	6.06	8.34	6.37	8.23	7.04	7.52
3	6.07	8.34	6.38	8.22	7.05	7.51
4	6.08	8.34	6.39	8.21	7.06	7.50
5	6.09	8.34	6.40	8.20	7.07	7.48
6	6.10	8.34	6.41	8.19	7.07	7.47
7	6.11	8.34	6.42	8.18	7.08	7.45
8	6.12	8.34	6.43	8.17	7.09	7.44
9	6.12	8.34	6.44	8.16	7.10	7.43
10	6.13	8.34	6.45	8.15	7.11	7.41
11	6.14	8.34	6.46	8.14	7.12	7.40
12	6.15	8.34	6.47	8.13	7.13	7.39
13	6.16	8.33	6.48	8.12	7.14	7.37
14	6.17	8.33	6.49	8.11	7.14	7.36
15	6.18	8.33	6.50	8.10	7.15	7.34
16	6.19	8.32	6.51	8.09	7.16	7.33
17	6.20	8.32	6.52	8.08	7.17	7.32
18	6.21	8.31	6.53	8.06	7.17	7.30
19	6.22	8.31	6.54	8.05	7.18	7.29
20	6.23	8.31	6.55	8.04	7.19	7.28
21	6.24	8.30	6.56	8.03	7.20	7.26
22	6.25	8.30	6.56	8.02	7.21	7.25
23	6.26	8.29	6.57	8.01	7.22	7.23
24	6.27	8.29	6.58	8.00	7.23	7.22
25	6.28	8.28	6.59	7.59	6.24	6.20
26	6.29	8.27	7.00	7.57	6.24	6.19
27	6.30	8.27	7.01	7.56	6.25	6.17
28	6.31	8.26	7.02	7.55	6.26	6.16
29	6.32	8.26			6.27	6.15
30	6.33	8.25			6.27	6.13
31	6.34	8.24			6.28	6.12

Note: Under the Daylight Saving Act 1971 all times up to and including 25 March 2001, have been corrected to South Australian Summer Time.

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Public Road, Point Sturt, Hundred of Alexandrina
Deposited Plan 56011*

BY Road Process Order made on 4 October 2000, the Alexandrina Council ordered that:

1. Portion of piece 21 in Filed Plan 40183 adjoining the southern boundary, more particularly delineated and numbered '1' in Preliminary Plan No. PP32/0568 be opened as road.

2. Portion of the unnamed public road dividing pieces 20 and 21 in Filed Plan 40183, more particularly delineated and lettered 'A' in Preliminary Plan No. PP32/0568 be closed.

3. The whole of the land subject to closure be transferred to TRUDY LEE HUCZKO and STEPHEN JOSEF HUCZKO in accordance with agreement for exchange dated 3 October 2000, entered into between the Alexandrina Council and T. L. Huczko and S. J. Huczko.

On 14 November 2000, that order was confirmed by the Minister for Administrative and Information Services.

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 23 November 2000.

K. SARNECKIS, Acting Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Portion of Grand Junction Road, Port Adelaide

NOTICE is hereby given, pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the CITY OF PORT ADELAIDE ENFIELD proposes to make a Road Process Order to close and transfer to Viking J. Fisheries Pty Ltd portion of the public road (Grand Junction Road) between the eastern boundary of allotment 334 in Deposited Plan 3 and the western boundary of Liddon Place at its intersection with Grand Junction Road, more particularly delineated and lettered 'A' in Preliminary Plan No. PP32/0621.

A copy of the plan and a statement of persons affected are available for public inspection at the office of the Council, 163 St Vincent Street, Port Adelaide, S.A. 5015 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, P.O. Box 110, Port Adelaide, S.A. 5015 WITHIN 28 DAYS OF THIS NOTICE and a copy must be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated 21 November 2000.

K. SARNECKIS, Acting Surveyor-General

NOTICE TO MARINERS

No. 15 OF 2000

*South Australia—Spencer Gulf—Port Hughes Boat Launching
Facility—Lights Installed*

MARINERS are advised that two lights have been installed at the entrance to the navigation channel into the Port Hughes Boat Launching Facility.

A starboard hand light (FG) at approximate AGD 66 location Latitude 34°04'29.8955"S, Longitude 137°32'38.0304"E has been installed on the existing daymark beacon adjacent to the southern breakwater.

A port hand light (FR) at approximate AGD 66 location Latitude 34°04'30.8774"S, Longitude 137°32'39.1987"E has been installed on the existing daymark beacon adjacent to the northern breakwater.

Navy charts affected: Aus 344, 444 and 777

Publication affected: Australia Pilot, Vol. 1 (Seventh Edition, 1992) page 97

Adelaide, 14 November 2000.

DIANA LAIDLAW, Minister for Transport
and Urban Planning

TSA 2000/04423

NOTICE TO MARINERS

No. 32 OF 2000

*South Australia—Gulf St Vincent—Port Adelaide River—
Osborne—Dredging Operations*

MARINERS are advised that a suction cutter dredge will be conducting Dredging Operations on the western side of the main channel of the Port Adelaide River immediately south of the Penrice Wharf at Osborne commencing Thursday, 2 November 2000 and continuing for approximately two weeks. The operations will be carried out during the day and at night.

The dredge will deploy two anchors, one from each bow, which will be marked by unlit buoys. One unlit anchor buoy will be positioned on or near the centreline of the channel.

The dredge will move out of the channel to the west and the anchors will be lifted for commercial shipping but the dredge will not move for tugs or other small craft, which should be able to pass on the eastern side of the dredge.

A floating pipeline will carry spoil to the western shore.

Whilst in position, the barge will exhibit the appropriate lights and shapes required by the international regulations for the prevention of collisions at sea.

Notice to traverse the River should be given via the Outer Harbor Signal Station.

Mariners should communicate directly with the dredge on VHF channels 16 – 14 – 12 to ensure safe passage.

Navy Chart affected: Aus 137

Local Chart affected: Port Adelaide and Approaches

Publication affected: Australian Pilot, Vol. 1 (Seventh Edition, 1992) pages 125-130

Adelaide, 27 October 2000.

DIANA LAIDLAW, Minister for Transport
and Urban Planning

PCSA 98/0142 P2

NOTICE TO MARINERS

No. 33 OF 2000

*South Australia—Gulf St Vincent—Port Adelaide—Submarine
Trials Moorings*

Former Notice No. 21 of 1998

THE Submarine Trim Dive Moorings referred to in the previous notice are currently unlit due to a defective light. The light will not be repaired due to the fact that these moorings and their associated risers will be removed and brought ashore before close of business on Friday, 3 November 2000. It is the intention to leave the mooring ground tackle in place and therefore the site will remain a spoil ground not safe to anchor in or around until further notice.

Navy Charts affected: Aus 345, 444, 780 and 781

Local Chart affected: Gulf St Vincent

Publication affected: Australia Pilot, Vol. 1 (Seventh Edition, 1992), page 126

Adelaide, 27 October 2000.

DIANA LAIDLAW, Minister for Transport
and Urban Planning

TSA 98/09247

NOTICE TO MARINERS

No. 34 of 2000

South Australia—Spencer Gulf—Port Pirie—Germein Bay Net Closure Area

MARINERS are advised that three wooden piles have been driven in the following approximate WGS 84 locations to mark the south-western boundary of the Germein Bay Net Closure Area:

Pile	Latitude	Longitude	Characteristics
1	33°06'55.6997"	137°56'20.0134"	Yellow cross on yellow square
2	33°08'17.4607"	137°56'06.6383"	No top mark
3	33°09'11.6107"	137°55'57.5553"	Inverted white triangle (at edge of mangroves)

Mariners are advised to proceed with caution in the vicinity.

Navy Charts affected: Aus 136

Publication affected: Australia Pilot, Vol. 1 (Seventh Edition, 1992), page 105

Adelaide, 13 November 2000.

DIANA LAIDLAW, Minister for Transport and Urban Planning

PCSA 98/0219

NOTICE TO MARINERS

No. 35 OF 2000

South Australia—Gulf St Vincent—Port Adelaide River—Osborne—Dredging Operations

Former Notice No. 32 of 2000

MARINERS are advised that a suction cutter dredge will be conducting Dredging Operations on the western side of the main channel of the Port Adelaide River immediately south of the Penrice Wharf at Osborne commencing Friday, 17 November 2000 and continuing for approximately two weeks. The operations will be carried out during the day and at night.

The dredge will deploy two anchors, one from each bow, which will be marked by unlit buoys. One unlit anchor buoy will be positioned on or near the centreline of the channel.

The dredge will move out of the channel to the west and the anchors will be lifted for commercial shipping but the dredge will not move for tugs or other small craft, which should be able to pass on the eastern side of the dredge.

A floating pipeline will carry spoil to the western shore.

Whilst in position, the barge will exhibit the appropriate lights and shapes required by the international regulations for the prevention of collisions at sea.

Notice to traverse the River should be given via the Outer Harbor Signal Station.

Mariners should communicate directly with the dredge on VHF channels 16 – 14 – 12 to ensure safe passage.

Navy Chart affected: Aus 137

Local Chart affected: Port Adelaide and Approaches

Publication affected: Australian Pilot, Vol. 1 (Seventh Edition, 1992) pages 125-130

Adelaide, 10 November 2000.

DIANA LAIDLAW, Minister for Transport and Urban Planning

PCSA 98/0142 P2

WATER MAINS AND SEWERS

Office of the South Australian Water Corporation
Adelaide, 23 November 2000.

WATER MAINS LAID

Notice is hereby given that the following main pipes or parts of main pipes have been laid down by the South Australian Water Corporation in or near the undermentioned water districts and are now available for a constant supply of water to adjacent land.

ADELAIDE WATER DISTRICT

CITY OF CHARLES STURT

Hill Street, Henley Beach. p5
Harrison Street, Henley Beach. p5

CITY OF ONKAPARINGA

Right of way south of lot 2, Clement Terrace, Christies Beach. p6

CEDUNA WATER DISTRICT

DISTRICT OF CEDUNA

Betts Street, Ceduna. p4
Kelly Street, Ceduna. p4

MOUNT GAMBIER WATER DISTRICT

CITY OF MOUNT GAMBIER

Greenway Place, Mount Gambier. p10
Warrick Close, Mount Gambier. p11
Saint Martins Drive, Mount Gambier. p12
Kyrenia Court, Mount Gambier. p12
Arlington Terrace, Mount Gambier. p13
Roanoke Court, Mount Gambier. p13 and 14
Callahan Place, Mount Gambier. p13

PORT LINCOLN WATER DISTRICT

CITY OF PORT LINCOLN

Seaton Avenue, Port Lincoln. p3

WATER MAINS ABANDONED

Notice is hereby given that the undermentioned water mains have been abandoned by the South Australian Water Corporation.

ADELAIDE WATER DISTRICT

CITY OF CHARLES STURT

Hill Street, Henley Beach. p5
Harrison Street, Henley Beach. p5

SEWERS LAID

Notice is hereby given that the following sewers have been laid down by the South Australian Water Corporation in the undermentioned drainage areas and are now available for house connections.

ADELAIDE DRAINAGE AREA

CITY OF CHARLES STURT

McNab Place, Seaton. FB 1091 p58
Reedie Street, Henley Beach. FB 1091 p59
Ayr Avenue, Seaton. FB 1091 p60
Risely Avenue, Royal Park. FB 1092 p2

CITY OF PORT ADELAIDE ENFIELD
Koombana Road, Osborne. FB 1091 p55
Swan Street, Semaphore. FB 1092 p1

CITY OF UNLEY
Birkdale Avenue, Clarence Park. FB 1092 p4

MOUNT GAMBIER COUNTRY DRAINAGE AREA

CITY OF MOUNT GAMBIER
Greenway Place, Mount Gambier. FB 1066 p48
Arlington Terrace, Mount Gambier. FB 1090 p17 and 18
Roanoke Court, Mount Gambier. FB 1090 p17 and 18
Callahan Place, Mount Gambier. FB 1090 p17 and 18

MURRAY BRIDGE COUNTRY DRAINAGE AREA

RURAL CITY OF MURRAY BRIDGE
Easement in lots 5 and 6, Lohmann Street, Murray Bridge.
FB 1092 p3

STIRLING COUNTRY DRAINAGE AREA

ADELAIDE HILLS COUNCIL
Millar Avenue, Crafers. FB 1091 p56 and 57
Easement in lot 1, Miels Road, Crafers. FB 1091 p56 and 57
Easements in lot 8, Millar Avenue, lot 24, Miels Road and lots
23-21, Davidson Avenue, Crafers. FB 1091 p56 and 57
Easement in lot 3, Millar Avenue and lot 100, Bradshaw Avenue,
Crafers. FB 1091 p56 and 57

SEWERS ABANDONED

Notice is hereby given that the undermentioned sewer has been
abandoned by the South Australian Water Corporation.

MOUNT GAMBIER COUNTRY DRAINAGE AREA

CITY OF MOUNT GAMBIER
Greenway Place, Mount Gambier. FB 1066 p48

SEWERS LAID

Notice is hereby given that the undermentioned sewer has been
laid down by the South Australian Water Corporation and is not
available for house connections.

STIRLING COUNTRY DRAINAGE AREA

ADELAIDE HILLS COUNCIL
Bradshaw Avenue, Crafers. FB 1091 p56 and 57

A. HOWE, Acting Chief Executive Officer,
South Australian Water Corporation

WORKERS REHABILITATION AND COMPENSATION ACT 1986

Determination

THE WORKCOVER CORPORATION OF SOUTH AUSTRALIA ('the Corporation') in accordance with those provisions of the WORKERS REHABILITATION AND COMPENSATION ACT 1986 as amended ('the Act') identified in Item 1 of the Schedule hereto ('the Schedule') makes its determination in the terms set out in Item 2 of the Schedule upon the grounds set out in Item 3 of the Schedule, if any, to come into effect on the date set out in Item 4 of the Schedule and determines further that notice of this determination shall be provided in the manner set out in Item 5 of the Schedule.

SCHEDULE

Item 1 Section Empowering Determination

Section 66

Item 2 Terms of Determination

2.1 Amendment to Classes of Industry

That the determinations of the Corporation as to the classes of industry into which the industries carried out in the State of South Australia are to be divided made prior to the making of this determination ('the existing classes') be varied by creating those classes of industry set out in Column No. 2 of the Appendix hereto ('the new classes') into which the industries carried on in the State of South Australia shall be divided as additions or amendments to the existing classes as the case may be and to which shall be attached the industry code numbers referred to in Column No. 1 of the Appendix hereto.

2.2 Additional Levy Rates

The percentage of aggregate remuneration paid to an employer's workers in each of the new classes in which an employer employs workers payable as the levy shall be the corresponding percentage set out in Column No. 3 of the Appendix hereto.

Item 3 Grounds of Determination

3.1 In respect of the new classes of industry that it is appropriate to create these additional classes of industry having regard to the commonality of functions carried on therein.

3.2 In respect of the levy applicable to the new classes of industry that the percentages applicable to the particular classes of industry take into account:

- (a) the extent to which work carried on in a relevant class is likely to contribute to the cost of compensable disability; and
- (b) the need to establish and maintain sufficient funds:
 - (i) to satisfy the Corporation's future liabilities in respect of compensable disabilities attributable to traumas occurring from the date of commencement of this determination until 30 June 2001 from the levy raised from remuneration in that period; and
 - (ii) to make proper provision for administrative and other expenditure of the Corporation; and
 - (iii) to make up any insufficiency in the Compensation Fund resulting from previous liabilities or expenditures or from a reassessment of future liabilities.

Item 4 Commencement Date of Determination

1 January 2001.

Item 5 Notice of Determination

That notice of this determination be published in the *South Australian Government Gazette*.

Confirmed as a true and correct record of the decision of the Corporation.

Dated 10 November 2000.

P. GUNNER, Chairperson

APPENDIX

WORKCOVER CORPORATION OF SOUTH AUSTRALIA

WorkCover Levy Rates per \$100 Remuneration exclusive of GST

Column No. 1 SAWIC Code No.	Column No. 2 Description	Column No. 3 Rate per \$100
8491 01	Employment Services— Category 1	6.00%
8491 02	Employment Services— Category 2	2.50%
8491 03	Employment Services— Category 3	0.90%

REGULATIONS UNDER THE GUARDIANSHIP AND ADMINISTRATION ACT 1993

No. 264 of 2000

At the Executive Council Office at Adelaide 23 November 2000

PURSUANT to the *Guardianship and Administration 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.

DEAN BROWN Minister for Human Services

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Variation of reg. 12—Prescribed scale of legal practitioner fees (s. 73)

Citation

1. The *Guardianship and Administration Regulations 1995* (see *Gazette* 2 March 1995 p.797), as varied, are referred to in these regulations as "the principal regulations".

Commencement

2. These regulations will come into operation on the day on which they are made.

Variation of reg. 12—Prescribed scale of legal practitioner fees (s. 73)

3. Regulation 12 of the principal regulations is varied—

(a) by striking out from item 1 "296" and substituting "325.60";

(b) by striking out from item 2 "98" and substituting "107.80";

(c) by striking out from item 3 "60" and "80" and substituting, respectively, "66" and "88".

REGULATIONS UNDER THE MENTAL HEALTH ACT 1993

No. 265 of 2000

At the Executive Council Office at Adelaide 23 November 2000

PURSUANT to the *Mental Health 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.

DEAN BROWN Minister for Human Services

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Variation of reg. 13—Prescribed scale of legal practitioner fees (s. 27)

Citation

1. The *Mental Health Regulations 1995* (see *Gazette* 2 March 1995 p. 763), as varied, are referred to in these regulations as "the principal regulations".

Commencement

2. These regulations will come into operation on the day on which they are made.

Variation of reg. 13—Prescribed scale of legal practitioner fees (s. 27)

3. Regulation 13 of the principal regulations is varied—

(a) by striking out from item 1 "296" and "223" and substituting, respectively, "325.60" and "245.30";

(b) by striking out from item 2 "98" and "73" and substituting, respectively, "107.80" and "80.30".

DHSCS 00/36

R. DENNIS Clerk of the Council

REGULATIONS UNDER THE LEGAL PRACTITIONERS ACT 1981

No. 266 of 2000

At the Executive Council Office at Adelaide 23 November 2000

PURSUANT to the *Legal Practitioners Act 1981* 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.

K. T. GRIFFIN Attorney-General

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Variation of Sched. 2—Fees

Citation

1. The *Legal Practitioners Regulations 1994* (see *Gazette* 1 September 1994 p. 636), 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 Sched. 2—Fees

3. Schedule 2 of the principal regulations is varied by striking out paragraphs (a) and (b) of clause 1(1) and substituting the following paragraphs:

(a) for at least 6 months—

- | | |
|--|------------------------------|
| (i) if the certificate is to take effect before 1 January 2001 | \$247.00 fee
\$50.00 levy |
| (ii) if the certificate is to take effect on or after 1 January 2001 | \$254.00 fee
\$50.00 levy |

(b) for less than 6 months—

- | | |
|--|------------------------------|
| (i) if the certificate is to take effect before 1 January 2001 | \$143.75 fee
\$25.00 levy |
| (ii) if the certificate is to take effect on or after 1 January 2001 | \$149.00 fee
\$25.00 levy |

CSA04/00

R. DENNIS Clerk of the Council

REGULATIONS UNDER THE HARBORS AND NAVIGATION ACT 1993

No. 267 of 2000

At the Executive Council Office at Adelaide 23 November 2000

PURSUANT to the *Harbors and Navigation 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.

DIANA LAIDLAW Minister for Transport and Urban Planning

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Variation of reg. 6—Exemption of Royal Australian Navy vessels
4. Variation of reg. 8—Interpretation
5. Variation of reg. 17—Obstruction of landing places
6. Variation of reg. 31—Restrictions in certain harbors
7. Variation of reg. 32—Mooring and unmooring of vessels in certain harbors
8. Variation of reg. 58—Vessels to which crewing requirements apply: s. 37
9. Variation of reg. 64—Exemptions from s. 47(3) and (4)
10. Variation of reg. 73—Special permits for recreational vessels: s. 47(3) and (4)
11. Insertion of reg. 74A
74A. Issue of temporary Boat Operator's Licence
12. Variation of reg. 84—Periodic inspections
13. Variation of reg. 87—Certificate of inspection
14. Insertion of reg. 87A
87A. Extension of period for which certificate remains in force
15. Variation of reg. 88—Licence and certificates of inspection to be displayed
16. Variation of reg. 89—Register books
17. Variation of reg. 97—Exemptions from s. 55
18. Insertion of reg. 97A
97A. Trade plates
19. Insertion of reg. 115A
115A. Extension of period for which certificate remains in force
20. Variation of reg. 132—Life-jackets on certain recreational vessels
21. Variation of reg. 134—Excess persons on recreational vessel
22. Variation of reg. 136—Radio watch
23. Variation of reg. 140—Obligation of person being towed
24. Variation of reg. 141—Obligation of operator of vessel towing a person
25. Variation of reg. 142—Operating another vessel too close to person being towed
26. Variation of reg. 150—Kingston Bridge
27. Insertion of reg. 154A
154A. Work involving flame or flash
28. Substitution of reg. 160
160. Minor accidents involving recreational vessels need not be reported: s. 75(1)
29. Variation of reg. 168—Application for permit
30. Variation of Sched. 1
31. Variation of Sched. 4
32. Variation of Sched. 8
33. Variation of Sched. 9

- 34. Variation of Sched. 11
- 35. Variation of Sched. 14

Citation

1. The *Harbors and Navigation Regulations 1994* (see *Gazette* 20 October 1994 p. 987), as varied, are referred to in these regulations as "the principal regulations".

Commencement

2. These regulations will come into operation one month after the day on which they are made.

Variation of reg. 6—Exemption of Royal Australian Navy vessels

3. Regulation 6 of the principal regulations is varied by inserting "Royal" after "belonging to the".

Variation of reg. 8—Interpretation

4. Regulation 8 of the principal regulations is varied—

- (a) by striking out the definition of "**moor**" in subregulation (1) and substituting the following definition:

"moor" means to make fast to the shore, a buoy, a jetty or a wharf or to anchor;;

- (b) by striking out from the definition of "**underway**" in subregulation (1) "at anchor, or made fast to the shore," and substituting "moored";

- (c) by striking out paragraph (c) of the definition of "**V distress sheet**" in subregulation (1).

Variation of reg. 17—Obstruction of landing places

5. Regulation 17 of the principal regulations is varied by striking out subregulation (1) and substituting the following subregulations:

- (1) A person must not moor a vessel at or near a landing place for longer than—

- (a) if no direction is given by the CEO or an authorised person—a total of 4 hours in any day; or

- (b) if a direction is given by the CEO or an authorised person—the period directed.

Maximum penalty: \$1 250

Expiation fee: \$160.

(1a) It is a defence to a charge of an offence against subregulation (1) for the defendant to prove that—

- (a) the vessel was unable to be safely moved within the time allowed by subregulation (1) because of a mechanical or equipment failure or because of prevailing weather conditions; and

- (b) the vessel was moved as soon as it was reasonably practicable to do so.

Variation of reg. 31—Restrictions in certain harbors

6. Regulation 31 of the principal regulations is varied by striking out subregulations (3) and (4).

Variation of reg. 32—Mooring and unmooring of vessels in certain harbors

7. Regulation 32 of the principal regulations is varied by inserting in subregulation (2)(c) "Royal" after "belonging to the".

Variation of reg. 58—Vessels to which crewing requirements apply: s. 37

8. Regulation 58 of the principal regulations is varied by striking out paragraph (b) and substituting the following paragraph:

- (b) a fishing vessel that—
 - (i) is 7.5 metres or less in length; and
 - (ii) is only operated within smooth or partially smooth water; and
 - (iii) is only used for or in connection with the propagation or rearing of molluscs in marine waters.

Variation of reg. 64—Exemptions from s. 47(3) and (4)

9. Regulation 64 of the principal regulations is varied—

(a) by inserting before paragraph (a) of subregulation (1) the following paragraph:

- (aa) the operation of a recreational vessel by a person who holds a temporary Boat Operator's Licence issued under this Part;

(b) by inserting in subregulation (1)(a) "or a temporary Boat Operator's Licence" after "Licence".

Variation of reg. 73—Special permits for recreational vessels: s. 47(3) and (4)

10. Regulation 73 of the principal regulations is varied by inserting in subregulation (3)(b) "or a temporary Boat Operator's Licence" after "Licence".

Insertion of reg. 74A

11. The following regulation is inserted after regulation 74 of the principal regulations:

Issue of temporary Boat Operator's Licence

74A. (1) The CEO may issue a temporary Boat Operator's Licence to an applicant for a Boat Operator's Licence, pending full determination of the application, if satisfied that—

- (a) the applicant resides at a place outside a radius of 40 kilometres from the General Post Office at Adelaide; and
- (b) the application for a Boat Operator's Licence has been properly made in accordance with this Part; and
- (c) the applicant satisfies the requirements specified in regulation 66(1) and the CEO is not aware of any reason for believing that the applicant is not a fit and proper person to hold a Boat Operator's Licence.

(2) A temporary Boat Operator's Licence remains in force—

(a) for a period of 2 weeks; or

(b) until the application for a Boat Operator's Licence is determined,

whichever is the lesser period.

Variation of reg. 84—Periodic inspections

12. Regulation 84 of the principal regulations is varied by striking out from subregulation (1) "A hire" and substituting "Subject to this Division, a hire".

Variation of reg. 87—Certificate of inspection

13. Regulation 87 of the principal regulations is varied by striking out from subregulation (2) "A certificate" and substituting "Subject to regulation 87A, a certificate".

Insertion of reg. 87A

14. The following regulation is inserted in Division 3 of Part 8 of the principal regulations after regulation 87:

Extension of period for which certificate remains in force

87A. (1) The owner of a hire and drive houseboat in respect of which a certificate of inspection is in force may apply for an extension of the period for which the certificate remains in force.

(2) An application under this regulation—

(a) must be made to the CEO not less than five business days before the period for which the certificate remains in force is due to expire; and

(b) must conform to the requirements of the CEO about its form, contents and the manner in which it is made; and

(c) must be accompanied by the fee fixed by schedule 14.

(3) The CEO may require information provided in an application under this regulation to be verified by statutory declaration.

(4) On application under this regulation the CEO may, by notice in writing, extend the period for which a certificate of inspection is in force if the CEO—

(a) is of the opinion that it is impractical or would cause unreasonable expense or inconvenience to the owner of the boat to inspect it prior to the expiry of the period; and

(b) is not aware of any grounds for suspecting that the boat is unsound.

(5) The period for which a certificate of inspection remains in force may not be extended under this regulation by more than 3 months from the date on which the period would otherwise expire and no further extensions may be granted.

Variation of reg. 88—Licence and certificates of inspection to be displayed

15. Regulation 88 of the principal regulations is varied by inserting after subregulation (2) the following subregulation:

(3) If a notice is issued under Division 3 extending the period for which a certificate of inspection relating to a hire and drive houseboat remains in force, the owner of the boat must—

- (a) during that period, keep the notice on the premises from which the boat is hired out and produce the notice, or a copy of the notice, when requested to do so by an authorised person or a hirer of the boat; and
- (b) as soon as is reasonably practicable, place a copy of the notice on the boat and keep the copy on the boat for the remainder of the period.

Maximum penalty: \$1 250.

Expiation fee: \$160.

Variation of reg. 89—Register books

16. Regulation 89 of the principal regulations is varied by striking out subparagraph (i) of subregulation (1)(f) and substituting the following subparagraph:

- (i) Boat Operator's Licence or temporary Boat Operator's Licence; or.

Variation of reg. 97—Exemptions from s. 55

17. Regulation 97 of the principal regulations is varied—

- (a) by striking out from subparagraphs (i) and (ii) of subregulation (1)(b) "trader's" (twice occurring) and substituting, in each case, "trade";
- (b) by striking out subparagraph (iii) of subregulation (1)(b) and substituting the following subparagraph:
 - (iii) a pair of trade plates and a trade plate label issued by the CEO are affixed to the vessel in accordance with this Division.

Insertion of reg. 97A

18. The following regulation is inserted after regulation 97 of the principal regulations:

Trade plates

97A. (1) An application for trade plates—

- (a) must be made to the CEO; and
- (b) must conform to the requirements of the CEO about its form, contents and the manner in which it is made; and
- (c) must be accompanied by the fee fixed by schedule 14.

(2) On application under this regulation, the CEO may issue trade plates to a person if satisfied that the person is engaged in a business in which trade plates are reasonably required for one or more of the following purposes:

- (a) demonstration of a vessel to a prospective purchaser;
- (b) testing of a vessel prior to delivery of the vessel to a purchaser of the vessel;
- (c) testing of a vessel in the course of repairs or servicing or the making of alterations or additions to the vessel;
- (d) demonstration of a vessel while the vessel is on display at a boating show or other similar event.

(3) Trade plates will be issued or reissued for a period of 12 months and may be subject to such conditions (if any) as the CEO thinks fit.

(4) The CEO must, on issuing trade plates to an applicant, also issue to the applicant—

- (a) a certificate of issue of trade plates; and
- (b) a trade plate label.

(5) A replacement of such a certificate or label must not be issued unless the original (or previous replacement) certificate or label is returned to the CEO or the CEO is satisfied that the certificate or label has been lost, stolen or destroyed.

(6) A replacement certificate or label will only be issued on payment of the fee fixed by schedule 14.

(7) Trade plates and a trade plate label issued under this regulation must be affixed to a vessel as follows:

- (a) one plate must be securely fixed to the forepart of each side of the vessel; and
- (b) the trade plate label must be affixed on to the trade plate that is on the starboard side of the vessel, aligned with that edge of the trade plate that is closest to the stern of the vessel; and
- (c) the plates must be fixed to the vessel in such a manner that every figure and letter on the plate is clearly visible and legible up to a distance of at least 50 metres in clear weather conditions while the vessel is underway.

Insertion of reg. 115A

19. The following regulation is inserted after regulation 115 of the principal regulations:

Extension of period for which certificate remains in force

115A. (1) The owner of a commercial vessel in respect of which a certificate of survey is in force may apply for an extension of the period for which the certificate remains in force.

(2) An application under this regulation—

- (a) must be made to the CEO not less than five business days before the period for which the certificate remains in force is due to expire; and

(b) must conform to the requirements of the CEO about its form, contents and the manner in which it is made; and

(c) must be accompanied by the fee fixed by schedule 14.

(3) The CEO may require information provided in an application under this regulation to be verified by statutory declaration.

(4) On application under this regulation the CEO may, by notice in writing, extend the period for which a certificate of survey is in force if the CEO—

(a) is of the opinion that it is impractical or would cause unreasonable expense or inconvenience to the owner of the vessel to survey it prior to the expiry of the period; and

(b) is not aware of any grounds for suspecting that the vessel is unsound.

(5) The period for which a certificate of survey remains in force may not be extended under this regulation by more than 3 months from the date on which the period would otherwise expire and no further extensions may be granted.

(6) If a notice is issued under this regulation extending the period for which a certificate of survey relating to a vessel remains in force, the owner of the vessel must—

(a) during that period, keep the notice and produce the notice, or a copy of the notice, when requested to do so by an authorised person; and

(b) as soon as is reasonably practicable, display a copy of the notice on the vessel, with the certificate of survey, for the remainder of the period.

Maximum penalty: \$1 250.

Expiation fee: \$160.

Variation of reg. 132—Life-jackets on certain recreational vessels

20. Regulation 132 of the principal regulations is varied by striking out paragraphs (a) and (b) and substituting the following paragraphs:

(a) a canoe, kayak or other similar small human powered vessel (other than a rowboat);
or

(b) a mono-hulled sailing dinghy or a similar small multi-hulled sailing vessel; or

(c) a personal watercraft; or

(d) a tender vessel while it is being used in conjunction with another vessel and is 1500 metres or more from the shore,.

Variation of reg. 134—Excess persons on recreational vessel

21. Regulation 134 of the principal regulations is varied—

(a) by striking out subregulation (1) and substituting the following subregulation:

(1) The operator of a recreational vessel must ensure that the number of persons carried on the vessel does not exceed—

(a) when the vessel is moored or operated in calm conditions—

(i) in the case of a vessel fitted by the manufacturer with a compliance plate stating the maximum number of persons that may be safely carried as determined in accordance with AS 1799.1—the number stated on that plate; or

(ii) in any other case—the maximum number of persons specified in schedule 11 in relation to a vessel of the relevant class;

(b) when the vessel is moored or operated in any other conditions—such lesser number of persons as can be carried safely in all the circumstances.

Maximum penalty: \$1 250.;

(b) by striking out from subregulation (2) "at anchor" and substituting "moored";

(c) by inserting after subregulation (2) the following subregulation:

(3) In this regulation—

"**calm conditions**" means a force zero wind speed on the Beaufort Scale.

Variation of reg. 136—Radio watch

22. Regulation 136 of the principal regulations is varied by striking out from subregulation (3)(a) "at anchor" and substituting "moored".

Variation of reg. 140—Obligation of person being towed

23. Regulation 140 of the principal regulations is varied by inserting after its present contents the following penalty provision:

Maximum penalty: \$750
Expiation fee: \$105.

Variation of reg. 141—Obligation of operator of vessel towing a person

24. Regulation 141 of the principal regulations is varied—

(a) by striking out paragraph (c) and the penalty provision at the foot of the regulation and substituting the following:

Maximum penalty: \$4 000
Expiation fee: \$300.;

(b) by inserting after its present contents (now to be designated as subregulation (1)) the following subregulation:

(2) The operator of a vessel that has finished towing a person must, before returning to any area being used by more than one vessel for the purpose of commencing or finishing towing of a person, ensure that all apparatus used in connection with towing the person is back on board the vessel and is not trailing in the water or outside the vessel.

Maximum penalty: \$4 000
Expiation fee: \$300.

Variation of reg. 142—Operating another vessel too close to person being towed

25. Regulation 142 of the principal regulations is varied by striking out "50 metres" and substituting "100 metres".

Variation of reg. 150—Kingston Bridge

26. Regulation 150 of the principal regulations is varied—

- (a) by striking out the penalty provision at the foot of subregulation (1);
- (b) by striking out from subregulation (2) "only cause or allow the vessel to enter the navigation pass when it is open" and substituting "ensure that the vessel, when being navigated under the Kingston Bridge, is only operated within the navigation pass";
- (c) by striking out from subregulation (3) "is open if it";
- (d) by striking out subregulation (4).

Insertion of reg. 154A

27. The following regulation is inserted in the principal regulations after regulation 154:

Work involving flame or flash

154A. (1) A person must not do any work on a vessel by means of a device that produces a flame or flash exposed to the air unless—

- (a) the work has been authorised in writing by the owner of the vessel or the owner's agent; and
- (b) the work is carried out in a safe and professional manner; and
- (c) no vessel is being refuelled within 10 metres of the vessel.

Maximum penalty: \$750.

(2) If this regulation is contravened, the master or operator of the vessel on which the work was done is also guilty of an offence (but it is a defence for the master or operator to prove that he or she could not, by the exercise of reasonable diligence, have prevented the commission of the offence).

Maximum penalty: \$750.

Substitution of reg. 160

28. Regulation 160 of the principal regulations is revoked and the following regulation is substituted:

Minor accidents involving recreational vessels need not be reported: s. 75(1)

160. Section 75 of the Act does not apply in relation to an accident that only involves a recreational vessel or recreational vessels provided that—

- (a) no personal injury resulting from the accident requires medical attention; and
- (b) the total damage to property does not exceed \$300.

Variation of Sched. 1

29. Schedule 1 of the principal regulations is varied by striking out the entry relating to Kangaroo Island in the list of partially smooth water limits and substituting the following:

Kangaroo Island	The waters of Nepean Bay but not seaward of a line from Marsden Point to latitude 35°43.1' South and longitude 137°58' East.
	The waters of Emu Bay but not seaward of a line from Cape D'estrainge to latitude 35°34' South and longitude 130°34.3' East.

Variation of Sched. 4

30. Schedule 4 of the principal regulations is varied—

- (a) by striking out from the table in clause 2 the entry relating to West Beach and substituting the following:

West Beach	Controls 4 and 6
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- (a) by striking out clause 4.

Variation of Sched. 8

31. Schedule 8 of the principal regulations is varied—

- (a) by striking out from clause 5(4) "fire resistant" and substituting "low flame spread";
- (b) by inserting in clause 9(g) ", or such greater number as the CEO may, in a particular case, direct," after "detectors".

Variation of Sched. 9

32. Schedule 9 of the principal regulations is varied—

- (a) by striking out the heading to Part 1 and substituting the following heading:

PART 1
STRUCTURAL AND EQUIPMENT REQUIREMENTS FOR VESSELS NOT OTHERWISE
SPECIFIED IN THIS SCHEDULE

- (b) by striking out clause 1 and substituting the following clause:

Application of Part

1. This Part applies in relation to all vessels other than hire and drive houseboats and vessels to which Parts 2, 3 or 4 apply.;

- (c) by inserting in clause 6(1)(a)(iii) "manually operated" after "or a";
- (d) by inserting in clause 6(1)(a)(iv) "or includes facilities for cooking meals" after "engine";

- (e) by inserting in clause 6(1)(b)(iii) "manually operated" after "or a";
- (f) by inserting in clause 6(1)(b)(vi) "or includes facilities for cooking meals" after "engine";
- (g) by inserting in clause 6(1)(c)(iii) "manually operated" after "or a";
- (h) by striking out subparagraph (vi) of clause 6(1)(c) and substituting the following subparagraph:
- (vi) if the vessel has an engine or includes facilities for cooking meals—one fire extinguisher;;
- (i) by striking out subparagraph (ix) of clause 6(1)(c) and substituting the following subparagraph:
- (ix) one compass—
 - (A) from which it is possible to determine, with reasonable accuracy, the vessel's position and bearings; and
 - (B) that is fitted in a suitable position adjacent to the steering position and as far removed as practicable from articles of steel or iron or electrical equipment;;
- (j) by inserting in clause 6(2)(a)(iii) "manually operated" after "one";
- (k) by striking out subparagraph (v) of clause 6(2)(a) and substituting the following subparagraph:
- (v) if the vessel has an engine or includes facilities for cooking meals—two fire extinguishers;;
- (l) by inserting in clause 6(2)(b)(iii) "manually operated" after "one";
- (m) by striking out subparagraph (vi) of clause 6(2)(b) and substituting the following subparagraph:
- (vi) if the vessel has an engine or includes facilities for cooking meals—two fire extinguishers;;
- (n) by inserting in clause 6(2)(c)(iv) "manually operated" after "one";
- (o) by striking out subparagraph (vii) of clause 6(2)(c) and substituting the following subparagraph:
- (vii) if the vessel has an engine or includes facilities for cooking meals—two fire extinguishers;;
- (p) by striking out subparagraph (x) of clause 6(2)(c) and substituting the following subparagraph:
- (x) one compass—
 - (A) from which it is possible to determine, with reasonable accuracy, the vessel's position and bearings; and
 - (B) that is fitted in a suitable position adjacent to the steering position and as far removed as practicable from articles of steel or iron or electrical equipment;;
- (q) by striking out from clause 7(3) "sailboard or other similar small unpowered" and substituting "rowboat or other similar small human powered";
- (r) by inserting after subclause (3) of clause 7 the following subclause:

(3a) A mono-hulled sailing dinghy or a similar small multi-hulled sailing vessel may, whilst in protected or semi-protected waters, instead of being equipped as required by the previous clause, be equipped with the following:

- (a) a life-jacket or personal flotation device for each person who may be carried on the vessel;
- (b) unless the vessel is constructed of permanently enclosed pontoon hulls, a bailer or other suitable device for removing water;
- (c) if the vessel is operated at night a waterproof torch or lantern.;

(s) by striking out subclause (5) of clause 7 and substituting the following subclause:

(5) A tender vessel, while it is being used in conjunction with another vessel, may, instead of being equipped as required by the previous clause, be equipped with the following:

- (a) one pair of paddles or oars or other means of auxiliary propulsion;
- (b) one bailing bucket with line attached or a manually operated bilge pump;
- (c) if the vessel is 1 500 metres or more from the shoreline—a life-jacket or personal flotation device for each person who may be carried on the vessel.;

(t) by striking out from clause 13(b) "International Code Flags NC or";

(u) by striking out from clause 13(e) "lights,";

(v) by inserting after paragraph (e) of clause 13 the following paragraph:

- (ea) if the vessel is operated at night or is over 7.5 metres in length—navigation lights to comply with section 17 of the Code.;

Variation of Sched. 11

33. Schedule 11 of the principal regulations is varied—

- (a) by striking out from the heading to the Schedule "Carried in Smooth Water";
- (b) by striking out from the body of the Schedule "in smooth water".

Variation of Sched. 14

34. Schedule 14 of the principal regulations is varied—

- (a) by inserting after item 15 in the list of fees relating to Part 8 contained in clause 3 the following item:

15A. For extension of period for which certificate of inspection remains in force.....\$3.30 per metre;

- (b) by striking out from item 32(a) in clause 3 "\$25.75 per metre" and substituting "\$12.45 per metre";
- (c) by striking out from item 32(b) in clause 3 "\$26.75 per metre" and substituting "\$6.80 per metre".

REGULATIONS UNDER THE WORKERS REHABILITATION AND COMPENSATION ACT 1986

No. 268 of 2000

At the Executive Council Office at Adelaide 23 November 2000

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.

MICHAEL ARMITAGE Minister for Government Enterprises

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Substitution of Sched. 2

SCHEDULE 2

Citation

1. The *Workers Rehabilitation and Compensation (Claims and Registration) Regulations 1999* (see *Gazette* 25 November 1999 p. 2764), as varied, are referred to in these regulations as "the principal regulations".

Commencement

2. These regulations will come into operation on 1 January 2001.

Substitution of Sched. 2

3. Schedule 2 of the principal regulations is revoked and the following Schedule is substituted:

WHAT HAPPENED?

Please read the examples below before completing.

What was the worker doing at the time?

[Empty text box for worker activity]

What led to the injury or disease?

[Empty text box for injury details]

What exactly caused the injury or disease?

Give the name of any chemical, object, process or equipment involved

[Empty text box for cause of injury]

EXAMPLES:

What led to the injury or disease?	What exactly caused the injury or disease?
long term vibration caused steam pipe to fracture	escape of steam burned arm
cast iron chip flew from grinder	chip flew into unprotected eye
foot slipped on wet rung of metal ladder	fell 2 metres to concrete floor
repeatedly lifting 16kg bags of cement from pallet to trolley	felt sudden pain in lower back

OTHER DETAILS

Give details of other circumstances which would assist your Claims Management Agent to assess the claim. (eg. Do you query the validity of the claim? If so, why?)

In my opinion

[Empty text box for other details]

FIRST TWO WEEKS PAYMENT—For Non-Exempt Employers ONLY

Have you previously made any weekly compensation payments to the worker during the current calendar year?

Yes No

If yes, then please give details of the amount(s) and date(s)

[Empty text box for payment details]

For “immediately notifiable work related injuries” only (refer to notes on the front):

DAIS -Workplace Services notified on (date) []

Regional Office []

COMPENSATION PAYMENTS -For Non-Exempt Employers ONLY

What was the worker’s gross weekly wage at the time of the injury or disease? \$ []

Does this amount include any allowances?

Yes No

If yes, provide details:

[Empty text box for allowances details]

Does the worker normally work overtime or shiftwork?

Yes No

State/Federal Award Apprentice/Trainee

It is expected that an employer will make weekly compensation payments to the worker in accordance with advice from their Claims Management Agent and will then be reimbursed by them. In special circumstances the Claims Management Agent will organise weekly compensation payments direct to the worker.

If you request this alternative, please state your reason:

[Empty text box for reason]

If the employer is going to pay the worker direct, the Claims Management Agent can reimburse the payments via Electronic Funds Transfer (EFT) or cheque.

Do you want to be reimbursed via EFT?

Yes No

If yes to the above, please complete the following details:

Payments can only be made to a bank, building society or credit union account held in the employer’s name (and maintained by the employer).

It is the employer’s responsibility to advise the claims agent within 5 business days if any of the bank account details provided are changed.

Bank Name []

Branch Address []

BSB []

Account Number []

Account Name []

EMPLOYER DECLARATION

I [] the undersigned, declare that the details above are true and correct to the best of my knowledge and belief, and I understand that providing a false or misleading statement is an offence.

Date []

Signature of Employer (or authorised person)

[Empty text box for signature]

REGULATIONS UNDER THE SUMMARY OFFENCES ACT 1953

No. 269 of 2000

At the Executive Council Office at Adelaide 23 November 2000

PURSUANT to the *Summary Offences Act 1953* 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.

K. T. GRIFFIN Attorney-General

SUMMARY OF PROVISIONS**PART 1****PRELIMINARY**

1. Citation
2. Commencement
3. Revocation
4. Interpretation

PART 2**DANGEROUS ARTICLES AND PROHIBITED WEAPONS**

5. Declaration of dangerous articles
6. Declaration of prohibited weapons

PART 3**EXEMPTIONS**

7. Exempt persons

PART 4**MISCELLANEOUS**

8. Application fee

SCHEDULE 1*Dangerous Articles***SCHEDULE 2***Prohibited Weapons***SCHEDULE 3***Exemptions*

PART 1 PRELIMINARY

Citation

1. These regulations may be cited as the *Summary Offences (Dangerous Articles and Prohibited Weapons) Regulations 2000*.

Commencement

2. These regulations will come into operation on 17 December 2000.

Revocation

3. The *Summary Offences (Dangerous Articles) Regulations 1988* (see *Gazette* 16.6.88 p. 1937) are revoked.

Interpretation

4. (1) In these regulations—

"**the Act**" means the *Summary Offences Act 1953*;

"**number**" in relation to the identification of a weapon means an identifying mark comprised of either numbers or letters or a combination of both numbers and letters.

(2) A term comprising the heading to a clause of Schedule 1 or 2 means the article or thing or articles or things described in that clause.

(3) Where an article would, but for this subregulation, be declared by these regulations to be both a dangerous article and a prohibited weapon, it will be taken, unless the contrary intention appears, to be declared to be a prohibited weapon and not a dangerous article.

(4) A reference in these regulations to the place of residence of a person will be taken, in the case of a body corporate, to be a reference to the registered office of the body corporate.

PART 2 DANGEROUS ARTICLES AND PROHIBITED WEAPONS

Declaration of dangerous articles

5. The articles set out in Schedule 1 are declared to be dangerous articles for the purposes of section 15 of the Act.

Declaration of prohibited weapons

6 The articles set out in Schedule 2 are declared to be prohibited weapons for the purposes of section 15 of the Act.

PART 3 EXEMPTIONS

Exempt persons

7 (1) The persons expressed in Schedule 3 to be exempt from one or more of the provisions of section 15(1c) of the Act are, to that extent, declared to be exempt persons for the purposes of section 15(1e) of the Act.

(2) With the exception of clauses 1, 2 and 3 of Schedule 3, that schedule does not apply to a person who has been found guilty by a court of an offence involving violence for which the maximum term of imprisonment is 5 years or more or an equivalent offence involving violence under the law of another State or Territory of the Commonwealth or of another country.

(3) Where—

(a) a person is expressed to be exempt in Schedule 3 from one or more of the provisions of section 15(1c) of the Act in relation to a prohibited weapon of a particular class described in Schedule 2; and

(b) the weapon is included in one or more of the other classes described in that schedule,

the person is an exempt person in relation to that weapon in relation to those provisions of section 15(1c) even though he or she is not an exempt person in relation to weapons of the other class or classes referred to in paragraph (b).

(4) If—

(a) a person is an exempt person in relation to a weapon under a clause of Schedule 3 (other than clause 1, 2 or 3); and

(b) he or she is found guilty by a court of using the weapon to threaten or injure another person,

he or she—

(c) ceases to be an exempt person in relation to that or any other weapon under that clause; and

(d) can never again become an exempt person under that clause.

PART 4
MISCELLANEOUS

Application fee

8. (1) The fee of \$30 is prescribed for an application to the Minister, or the Minister's delegate, for an exempt person declaration under section 15(2b)(a) of the Act.

(2) The Minister, or the Minister's delegate, may refund the whole or part of the fee if—

- (a) in his or her opinion, the weapon concerned is not a prohibited weapon; or
- (b) in his or her opinion, the applicant is an exempt person under section 15(2a) of the Act or is an exempt person under section 15(2b) of the Act by being declared by regulation to be an exempt person or by being a member of a class that has been declared by regulation to be an exempted class; or
- (c) the application is refused.

SCHEDULE 1
Dangerous Articles

Anti-theft case

1. A case, satchel or similar article designed or adapted to administer an electric shock to a person who handles or interferes with the case, satchel or article or its contents.

Bayonet

2. A weapon designed or adapted to be used solely or predominantly as a bayonet.

Blow gun

3. A blow-pipe or similar device or instrument designed or adapted to propel an arrow, dart or similar projectile by air expelled from the mouth.

Catapult etc.

4. A catapult, shanghai or slingshot made for commercial distribution (but not a catapult, shanghai or slingshot of a class declared to be a prohibited weapon).

Dart projector

5. A device designed or adapted to propel a dart by means of elastic material (including a Darchery Dart Slinger).

Self-protecting spray

6. A device or instrument designed or adapted as a weapon to emit or discharge an offensive, noxious or irritant liquid, powder, gas or chemical that is capable of immobilising, incapacitating or injuring another person either temporarily or permanently.

Self-protection device

7. A hand held device or instrument designed or adapted to emit or discharge—

(a) an electric current; or

(b) sound waves; or

(c) any electromagnetic energy,

that is capable of immobilising, incapacitating or injuring another person either temporarily or permanently.

Shark dart

8. A device designed or adapted to kill or injure an animal by injecting a gas or other substance into the body of the animal (including a Farallon Shark Dart).

SCHEDULE 2 *Prohibited Weapons*

PART 1 *Prohibited Weapons*

Ballistic knife

1. A device or instrument designed or adapted to fire or discharge a knife, dagger or similar instrument by mechanical, percussive or explosive means (but not a dart projector).

Catapult etc.

2. A catapult, shanghai or slingshot (including a Saunders Falcon Hunting Sling), whether made for commercial distribution or not, that includes, or is designed or adapted to be used with, a brace—

- (a) that fits or rests on the forearm or any other part of the body; and
- (b) the purpose of which is to support the wrist or forearm when using the device.

Chloroacetophenone

3. Chloroacetophenone (known as CN) in all its forms.

Concealed weapon

4. An article that appears to be harmless but that conceals a knife, spike or other weapon.

Dypenylaminechloroarsone

5. Dypenylaminechloroarsone (known as DM or adamsite) in all its forms.

Extendable baton

6. A baton designed or adapted for use as a weapon that can be extended in length by gravity or centrifugal force or by a release button or other device.

Fighting knife

7. An article that is—

- (a) a butterfly knife; or
- (b) a dagger; or
- (c) a flick knife; or
- (d) a push knife; or
- (e) a trench knife; or
- (f) any other kind of knife,

that is designed or adapted for hand to hand fighting, but does not include a bayonet or a sword.

Hand or foot claws

8. An article designed or adapted as a weapon consisting of prongs or other projections worn on the hands or feet (including martial arts weapons known as ninja hand claws, ninja foot claws or ninja claws).

Knife belt

9. A belt or similar article designed or adapted to hold a knife, dagger or similar instrument so that its presence is concealed or disguised when the belt or similar article is worn (including a Bowen Knife Belt).

Knuckle duster

10. A device or instrument (including a weighted or studded glove) designed or adapted to be worn across the knuckles of a hand so as to—

- (a) increase the force or impact of a punch or blow when striking another with that hand; and
- (b) protect the knuckles from injury,

but does not include a boxing glove.

Morning star

11. An article designed or adapted as a weapon consisting of a weight (whether with or without spikes or blades) attached to a chain, rope or a length of other flexible material.

Nunchakus

12. A nunchaku or similar device consisting of two or more bars joined by a chain, rope or other flexible material so that the bars can swing independently of each other.

Orthochlorobenzalmalononitrile

13. Orthochlorobenzalmalononitrile (known as CS) in all its forms.

Pistol Cross-Bow

14. A cross-bow designed or adapted for aiming and discharging an arrow, dart, bolt or similar projectile when held in one hand.

Star knife

15. A device capable of causing serious injury that consists of a number of points, blades or spikes pointing outwardly from a central axis and is designed to spin around that axis when thrown.

Throwing knife

16. A knife that is designed or adapted to be thrown and is capable of causing serious injury when thrown.

Undetectable knife

17. A knife—

- (a) that is made wholly or partly of a material that prevents the knife from being detected (or being detected as a knife) by either a metal detector or by a method using X-rays; and
- (b) that is capable of causing serious injury or death.

PART 2*Definitions***Definitions**

18. In this schedule—

"**butterfly knife**" means an article comprising a blade or spike and a handle if—

- (a) the handle is in two sections which fold so as to wholly or partially cover the blade or spike when the article is not in use; and
- (b) the blade or spike can be exposed by gravity or centrifugal force;

"**dagger**" means a sharp, pointed stabbing weapon, ordinarily capable of being concealed on the person and having—

- (a) a flat blade with cutting edges on both sides; or
- (b) a needle-like blade that has a round or elliptical cross section or that has three or more sides,

but does not include a bayonet or a sword;

"**flick-knife**" means a knife designed or adapted so that—

- (a) the blade—
 - (i) is concealed when folded or recessed into the handle; and
 - (ii) springs or is released into the extended position by the operation of a button or other device on the handle; or
- (b) the blade is wholly or partially concealed by a sheath which can be withdrawn into the handle of the knife by gravity, centrifugal force or by the operation of a button or other device;

"**push knife**" means a blade or spike with a transverse handle that is designed or adapted—

- (a) to be held between the fingers or the forefinger and thumb with the handle supported by the palm of the hand; and
- (b) to inflict injury by a punching or pushing movement,

and includes an Urban Pal Knife;

"**trench knife**" means a blade or spike attached to one end of a handle that is designed or adapted to be held in the closed fist with the fingers through the handle which serves as a knuckle duster (*see* clause 10).

SCHEDULE 3*Exemptions*

[Note: Exemptions are also provided by section 15(2a) of the *Summary Offences Act 1953*]

Delivery of weapon to South Australia Police

1. A person who has possession of a prohibited weapon for the purpose of delivering it as soon as reasonably practicable to a member of South Australia Police is exempt from the offence of possession of the weapon under section 15(1c)(b) of the Act while he or she has possession of it for that purpose.

Possession of prohibited weapon in emergencies

2. A person who has possession of a prohibited weapon for the purpose, and in the course, of dealing with an emergency (whether as a volunteer or in the course of paid employment) is exempt from the offences of possession and use of the weapon under section 15(1c)(b) of the Act if the weapon is not used to threaten or injure another person.

Possession as an executor etc.

3. A person who has possession of a prohibited weapon—

- (a) on behalf of the estate of a deceased person; or
- (b) on behalf of a person who is legally incompetent; or
- (c) on behalf of the estate of a bankrupt; or
- (d) as receiver or liquidator of a body corporate,

is exempt from—

- (e) the offence of possession of the weapon under section 15(1c)(b) of the Act; and
- (f) the offences of selling and supplying the weapon under section 15(1c)(a) of the Act in pursuance of his or her duties—
 - (i) as the legal representative of the deceased estate or the incompetent person; or
 - (ii) under the Bankruptcy Act 1966 of the Commonwealth; or
 - (iii) as the receiver or liquidator of the body corporate,

if he or she sells or supplies the weapon to a person who is entitled under section 15 of the Act to have possession of it.

Undetectable knives used in food preparation

4. A person who has possession of an undetectable knife is exempt from the offences of possession and use of the knife under section 15(1c)(b) of the Act if he or she has possession of the knife and uses it only for the preparation of food for human consumption.

Lodges of Freemasons etc.

5. The Antient Free And Accepted Masons Of South Australia and the Northern Territory Incorporated and all Lodges and Orders of Freemasons warranted and recognised by that association and the Lodge of Freemasons named "The Duke of Leinster Lodge" are exempt from the offences of possession and use of a poniard under section 15(1c)(b) of the Act if—

- (a) the poniard is kept at the premises of the association, Lodge or Order concerned in a safe and secure manner and is not removed from the premises except for the purpose of—
 - (i) repair or restoration by a person who carries on a business that includes the repair or restoration of articles of that kind; or

- (ii) valuation by a person who carries on a business that includes valuing articles of that kind; or
 - (iii) permanently transferring possession of the poniard to another person (being a person who is entitled under section 15 of the Act to have possession of it) or to a member of South Australia Police; and
- (b) the poniard is only used at the premises of the association, Lodge or Order concerned for traditional ceremonial purposes.

Members of Scottish associations

6. A person who is a member of—

- (a) an incorporated association; or
- (b) a society, body or other group (whether corporate or unincorporate) that is affiliated with an incorporated association referred to in paragraph (a),

is, if the sole purpose, or one of the principal purposes, of the association (and, where paragraph (b) applies, of the society, body or other group that is affiliated with the association as well) is to—

- (c) foster and preserve Scottish culture; or
- (d) play or sing Scottish music,

exempt from the offence of possession of a dirk or sgian dhu (alternative spelling "skean dhu") under section 15(1c)(b) of the Act and, in the case of a dirk, the offence of use of the dirk under that section if—

- (e) he or she has possession of all of the clothes and other accoutrements traditionally worn with the dirk or sgian dhu (or, if the dirk or sgian dhu is traditionally worn with different clothes on different occasions, he or she has possession of the clothes and accoutrements for at least one of those occasions); and
- (f) he or she has possession of the dirk or sgian dhu solely for the purpose of wearing it with that clothing and, in the case of a dirk, for the purpose of using it in traditional Scottish ceremonies; and
- (g) in the case of a dirk, he or she only uses the dirk for the purposes of traditional Scottish ceremonies; and
- (h) he or she keeps the dirk or sgian dhu in a safe and secure manner at his or her place of residence and does not remove it except—
 - (i) for the purpose of wearing it with that clothing; or
 - (ii) for the purpose of lending it to a person who is entitled under section 15 of the Act to have possession of it; or
 - (iii) for the purpose of permanently transferring possession of the dirk or sgian dhu to another person (being a person who is entitled under section 15 of the Act to have possession of it) or to a member of South Australia Police.

Heirlooms

7. A person who has possession of a prohibited weapon that is of sentimental value to him or her as an heirloom and that was previously in the possession of one or more of his or her relatives is exempt from the offence of possession of the weapon under section 15(1c)(b) of the Act if—

- (a) he or she keeps the weapon in a safe and secure manner at his or her place of residence; and

- (b) the weapon is not removed from his or her place of residence except for the purpose of—
 - (i) display by a person who is entitled under section 15 of the Act to have possession of it for that purpose; or
 - (ii) repair or restoration by a person who carries on a business that includes the repair or restoration of articles of that kind; or
 - (iii) valuation by a person who carries on a business that includes the valuing of articles of that kind; or
 - (iv) secure storage by a person who carries on the business of storing valuable property on behalf of other persons; or
 - (v) permanently transferring possession of the weapon to another person (being a person who is entitled under section 15 of the Act to have possession of it) or to a member of South Australia Police.

Collectors

8. A person who has possession of a prohibited weapon as part of a collection of weapons or other artefacts or memorabilia that—

- (a) has a particular theme; or
- (b) the person maintains for its historical interest or as an investment,

is exempt from the offence of possession of the weapon under section 15(1c)(b) of the Act and from the offences of selling and supplying the weapon (in the normal course of maintaining such a collection) under section 15(1c)(a) of the Act to a person who is entitled under that section to have possession of it if—

- (c) the collection includes at least three weapons (whether prohibited weapons or not); and
- (d) he or she keeps the following records in a legible manner in a bound book at his or her place of residence for a period that expires at the end of five years after he or she ceases to be in possession of the collection:
 - (i) a record describing and identifying the weapon; and
 - (ii) a record of the date of each occasion on which he or she obtains or re-obtains possession of the weapon and the identity and address of the person from whom he or she obtains or re-obtains possession; and
 - (iii) the date of each occasion on which he or she parts with possession of the weapon to another person and the identity and address of that person; and
- (e) the exempt person keeps the weapon in a safe and secure manner at his or her place of residence and does not remove it except for the purpose of—
 - (i) display by a person who is entitled under section 15 of the Act to have possession of it for that purpose; or
 - (ii) repair or restoration by a person who carries on a business that includes the repair or restoration of articles of that kind; or
 - (iii) valuation by a person who carries on a business that includes the valuing of articles of that kind; or

- (iv) repair, restoration or valuation—
 - (A) by another collector who is exempt from the offence of possession of prohibited weapons under this clause; or
 - (B) by a person who is exempt from the offence of possession of a prohibited weapon under clause 14; or
 - (v) secure storage by a person who carries on the business of storing valuable property on behalf of other persons; or
 - (vi) storage by another collector who is exempt from the offence of possession of prohibited weapons under this clause; or
 - (vii) returning it to another collector or an exempted body referred to in clause 10 on whose behalf he or she has repaired, restored, valued or stored the weapon;
 - (viii) taking it to a meeting but only if the majority of persons at the meeting are collectors who are exempt from the offence of possession of prohibited weapons under this clause; or
 - (ix) selling or supplying the weapon in the normal course of maintaining the collection; and
- (f) he or she permits members of South Australia Police at any reasonable time to enter his or her residential premises to inspect the collection and the records kept under paragraph (d).

Possession by collector on behalf of another collector

9. A person who is exempt from the offence of possession of prohibited weapons under clause 8 ("the first collector") is exempt from the offence under section 15(1c)(b) of the Act of the possession of a prohibited weapon that is owned by another collector ("the second collector") if—

- (a) the second collector is exempt from the offence of possession of that weapon under clause 8; and
- (b) the first collector has possession of the weapon only for the purpose of repairing or restoring the weapon or valuing or storing it on behalf of the second collector,

(clause 8 applies to the first collector in relation to the weapon while it is in his or her possession as though it were part of his or her collection).

Returned and Services League of Australia etc.

10. If—

- (a) the Returned and Services League of Australia (South Australian Branch) Inc or any of its sub-branches; or
- (b) an association or other body (whether corporate or unincorporate) that is a member of the Consultative Council of Ex-Service Organisations (S.A.),

("the exempted body") has possession of a prohibited weapon of a kind acquired or used by one of its members (or by a person that it represents) while on active war service as a member of Australia's armed forces, the exempted body is exempt from the offence of possession of the weapon under section 15(1c)(b) of the Act and from the offences of selling and supplying the weapon (in the normal course of maintaining a collection) under section 15(1c)(a) of the Act to a person who is entitled under that section to have possession of it if—

- (c) the exempted body keeps the following records in a legible manner in a bound book at its premises for a period that expires at the end of five years after it last ceased to be in possession of the weapon:
 - (i) a record describing and identifying the weapon; and

- (ii) a record of the date of each occasion on which the exempted body obtains or re-obtains possession of the weapon and the identity and address of the person from whom the exempted body obtains or re-obtains possession; and
- (iii) the date of each occasion on which the exempted body parts with possession of the weapon to another person and the identity and address of that person; and
- (d) the weapon is kept by the exempted body in a safe and secure manner at its premises; and
- (e) the weapon is not removed from the premises except for the purpose of—
 - (i) display by a person who is entitled under section 15 of the Act to have possession of it for that purpose; or
 - (ii) repair or restoration by a person who carries on a business that includes the repair or restoration of articles of that kind; or
 - (iii) valuation by a person who carries on a business that includes the valuing of articles of that kind; or
 - (iv) repair, restoration or valuation—
 - (A) by a collector who is exempt from the offence of possession of prohibited weapons under clause 8; or
 - (B) by a person who is exempt from the offence of possession of a prohibited weapon under clause 14; or
 - (v) secure storage by a person who carries on the business of storing valuable property on behalf of other persons; or
 - (vi) selling or supplying the weapon in the normal course of maintaining a collection; and
- (f) the exempted body permits members of South Australia Police at any reasonable time to enter the premises of the exempted body to inspect the weapon and the records kept under paragraph (c).

Possession by collector on behalf of exempted body

11. A person who is exempt from the offence of possession of prohibited weapons under clause 8 ("the collector") is exempt from the offence under section 15(1c)(b) of the Act of the possession of a prohibited weapon that is owned by an exempted body referred to in clause 10 if—

- (a) the exempted body is exempt from the offence of possession of that weapon under clause 10; and
- (b) the collector has possession of the weapon only for the purpose of repairing, restoring or valuing it on behalf of the exempted body,

(clause 8 applies to the collector in relation to the weapon while it is in his or her possession as though it were part of his or her collection).

Persons licensed to carry on the business of protecting or guarding property

12. A person who—

- (a) is authorised by a licence granted under the *Security and Investigation Agents Act 1995* to carry on the business of protecting or guarding property as a security agent; and

- (b) is the holder of a firearms licence under the *Firearms Act 1977* authorising the possession and use of a handgun in the course of carrying on the business of guarding property,

is exempt from the offences of possession and use of an extendable baton under section 15(1c)(b) of the Act in the normal course of that business if—

- (c) the baton can only be extended by gravity or centrifugal force; and
- (d) the baton is kept in a safe and secure manner at the exempt person's business premises when not being used; and
- (e) the baton is marked with a number for identification and with the name of the exempt person in a manner that ensures that the number and name cannot be removed easily and will not wear off in the normal course of use of the baton; and
- (f) the exempt person does not issue the baton to a person unless—
 - (i) the person is employed by the exempt person in his or her business of protecting or guarding property; and
 - (ii) the person to whom the baton is issued is an exempt person in relation to the baton under clause 13; and
- (g) where the exempt person is a natural person, he or she has completed a course of instruction approved by the Commissioner of Police in the proper use of extendable batons and has been awarded a certificate of competency by the person conducting the course; and
- (h) where the exempt person is a natural person, he or she does not carry the baton when he or she is engaged in crowd control; and
- (i) the exempt person keeps the following records in a legible manner (and in a form that is reasonably accessible to members of South Australia Police inspecting the records under paragraph (j)) at his or her business premises for a period of at least five years:
 - (i) the make and model of the baton and the identifying number marked on the baton under paragraph (e); and
 - (ii) the date and time of every issue of the baton to an employee, the identification number of the baton, the identity of the employee to whom the baton is issued and the date and time when the baton is returned by the employee; and
 - (iii) the date or dates (if any) on which a person to whom the baton has been issued uses the baton (as opposed to carrying the baton) in the course of his or her duties and the reason for that use of the baton; and
- (j) the exempt person permits members of South Australia Police at any reasonable time to enter his or her business premises to—
 - (i) inspect the baton; or
 - (ii) inspect the manner in which the baton is kept; or
 - (iii) inspect the records kept under paragraph (i).

Persons employed in the business of protecting or guarding property

13. A person—

- (a) who is employed to protect or guard property by a person who carries on the business of protecting or guarding property; and
- (b) who is authorised by a licence granted under the *Security and Investigation Agents Act 1995* to protect or guard property as a security agent; and

- (c) who is the holder of a firearms licence under the *Firearms Act 1977* authorising the possession and use of a handgun in the course of employment by a person who carries on the business of guarding property; and
- (d) whose duties of employment in protecting or guarding property reasonably require the possession of an extendable baton; and
- (e) who has completed a course of instruction approved by the Commissioner of Police in the proper use of extendable batons and has been awarded a certificate of competency by the person conducting the course,

is exempt from the offences of possession and use of an extendable baton under section 15(1c)(b) of the Act in the course of his or her employment in protecting or guarding property if—

- (f) the baton can only be extended by gravity or centrifugal force; and
- (g) the exempt person has not been found guilty by a court of an offence involving the illegal possession or use of an extendable baton, a firearm or any other weapon; and
- (h) the exempt person does not carry the baton when he or she is engaged in crowd control; and
- (i) as soon as reasonably practicable after the exempt person uses the baton (as opposed to carrying the baton) in the course of his or her duties, he or she provides his or her employer with a written report setting out the date on which, and the reasons why, he or she used the baton.

Manufacturers etc.

14. A person who—

- (a) manufactures, sells, distributes, supplies or otherwise deals in prohibited weapons; and
- (b) has not been found guilty by a court of an offence involving the use, or the threat of using, a weapon,

is exempt from the offences of manufacturing, selling, distributing, supplying or otherwise dealing in, possession and use of prohibited weapons under section 15(1c) of the Act if—

- (c) the exempt person has notified the Commissioner of Police in writing that he or she is, or intends, manufacturing, selling, distributing, supplying or otherwise dealing in prohibited weapons and of—
 - (i) the full name of the exempt person; and
 - (ii) the address of the place or places at which he or she is, or intends, conducting those activities; and
 - (iii) where the exempt person is a natural person—his or her residential address; and
 - (iv) where the exempt person is a body corporate—
 - (A) the address of its registered office; and
 - (B) the full name and residential address of each of its directors; and
- (d) the person only possesses and uses the weapons to the extent reasonably necessary for the purpose of manufacturing, selling, distributing, supplying or otherwise dealing in the weapons (as the case requires);
- (e) the weapons are kept in a safe and secure manner; and
- (f) in the case of the sale, distribution or supply of, or other dealing in, a prohibited weapon, the weapon is not sold, distributed or supplied to, or dealt in with, a person who is under the age of 18 years; and

- (g) a prohibited weapon is not displayed, advertised or promoted by the exempt person in a manner that suggests it can be used to kill or injure a person; and
- (h) in the case of the manufacture of prohibited weapons, each weapon manufactured is marked with an identifying brand and number in a manner that ensures that the brand and number cannot be removed easily and will not wear off in the normal course of use of the weapon; and
- (i) the exempt person keeps the following records in a legible manner (and in a form that is reasonably accessible to members of South Australia Police inspecting the records under paragraph (i)) at his or her business premises for a period of at least five years:
 - (i) a description of each prohibited weapon that is, or has been, in his or her possession; and
 - (ii) the identifying brand and number (if any) that is marked on each of those weapons; and
 - (iii) the name and address of the person to whom he or she sells, distributes, supplies or otherwise deals in, each of those weapons; and
 - (iv) the date of each transaction; and
- (j) the exempt person permits members of South Australia Police at any reasonable time to enter his or her premises or a vehicle in which prohibited weapons are carried to inspect the premises or vehicle, the weapons on the premises or in the vehicle or records kept by the exempt person under paragraph (i); and
- (k) the exempt person notifies the Commissioner of Police in writing of a change in any of the information referred to in paragraph (c) within seven days after the change occurs.

Possession by manufacturer etc. on behalf of collector or exempted body

15. A person who is exempt from the offence of possession of prohibited weapons under clause 14 is exempt from the offence under section 15(1c)(b) of the Act of the possession of a prohibited weapon that is owned by a collector or an exempted body referred to in clause 10 if—

- (a) the collector is exempt from the offence of possession of that weapon under clause 8 or the exempted body is exempt from the offence of possession of that weapon under clause 10; and
- (b) the person has possession of the weapon only for the purpose of repairing or restoring the weapon or valuing it on behalf of the collector or exempted body; and
- (c) the person keeps the weapon in a safe and secure manner.

REGULATIONS UNDER THE ELECTRICITY ACT 1996

No. 270 of 2000

At the Executive Council Office at Adelaide 23 November 2000

PURSUANT to the *Electricity Act 1996* 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

1. Citation
2. Commencement
3. Variation of reg. 5B—Customers of a prescribed class
4. Insertion of reg. 5E
5E. Functions of Electricity Supply Industry Planning Council

Citation

1. The *Electricity (General) Regulations 1997* (see *Gazette* 26 June 1997 p. 3144), 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 reg. 5B—Customers of a prescribed class

3. Regulation 5B of the principal regulations is varied by striking out from subregulation (2) "35D(1)(a)" and substituting "35B(1)(a)".

Insertion of reg. 5E

4. The following regulation is inserted after regulation 5D of the principal regulations:

Functions of Electricity Supply Industry Planning Council

5E. Pursuant to section 6E of the Act, the Electricity Supply Industry Planning Council has the following functions:

- (a) to monitor and investigate major interruptions to the electricity supply in this State and to advise the Minister in respect of—
 - (i) the causes or likely causes of such interruptions;
 - (ii) the nature and extent of such interruptions;
 - (iii) the actual and likely effects and duration of such interruptions;

- (iv) the steps taken by electricity entities and others to manage such interruptions and to restore and maintain electricity supply;
 - (v) the adequacy, appropriateness and timeliness of those steps;
 - (vi) the action that should be taken by electricity entities and others to minimise the likelihood of future such interruptions;
 - (vii) any other matter relating to such interruptions that the Planning Council considers appropriate;
- (b) if an officer or employee of the Planning Council is nominated as a person responsible for fulfilling obligations under a protocol agreed by the jurisdictions participating in the National Electricity Market (*ie* the market regulated by the *National Electricity Law*) relating to the use of emergency powers that may affect the operation of that market—to facilitate the fulfilment of those obligations.

T&F00/106CS

R. DENNIS Clerk of the Council

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CITY OF PORT AUGUSTA

Temporary Road Closures

NOTICE is hereby given that having regard to a decision of council made on 13 November 2000, the following traffic arrangements will apply on Friday, 1 December 2000, to enable the Rotary Club of Port Augusta to hold the Annual Christmas Pageant.

Pursuant to section 359 of the Local Government Act 1934, as amended, the council hereby resolves to temporarily close and to exclude motor vehicles generally from Commercial Road and Gibson Street between the hours of 3.30 p.m. and 9.30 p.m. and Flinders Terrace between 6.30 p.m. and 7.30 p.m. on Friday, 1 December 2000, to allow for a Mardi-gras style parade.

The following streets and roads will be closed to all vehicular traffic from 3.30 p.m. until 9.30 p.m. on Friday, 1 December 2000:

Commercial Road—intersection of Flinders Terrace and Commercial Road; intersection of Church and Jervois Streets; intersection of Chapel and Mackay Streets and intersection of Commercial Road and Tassie Street.

Gibson Street—from El Alemein Road to Flinders Terrace.

The following streets and roads will be closed to all vehicular traffic from 6.30 p.m. until 7.30 p.m. whilst the Christmas Pageant is in progress:

Flinders Terrace—between Commercial Road and Gibson Street.

The following roads will be temporarily closed to all vehicular traffic for the Mayoral Public Christmas Party which will be held at Gladstone Square following the Christmas Pageant on Friday, 1 December 2000.

The following streets and roads will be closed to all vehicular traffic from 7.30 a.m. until 11.30 p.m. for the Mayoral Public Christmas Party:

Beauchamp Lane—intersection of Mackay and Jervois Streets.

Mackay Street—southern half of roadway will be closed between the intersections of Marryatt Street and Commercial Road.

The following streets and roads will be closed to all vehicular traffic from 3.30 p.m. until 11.30 p.m.:

Mackay Street—between Marryatt Street and Commercial Road.

Jervois Street—between Marryatt Street and Beauchamp Lane.

Your attention to the above arrangements will assist in facilitating effective traffic flow in the commercial area.

I. D. MCSPORRAN, City Manager

CITY OF WHYALLA

Shopping Centre Precinct and Shopping Review Plan Amendment Report (PAR)—Invitation for Public Comments

NOTICE is hereby given that council has resolved to undertake a Plan Amendment Report (PAR) which will introduce new controls as they relate to shopping development within the city.

In particular the PAR proposes to:

- amend the existing District Centre Zone to delete some of the Eco City Core site and to include land along McDouall Stuart Avenue so the nett area is about the same;
- the existing Commercial Zone be reduced in area;
- the Essington Lewis Avenue District Shopping Zone be changed to Local Shopping Zone;
- the Risby Avenue Shopping Zone be deleted;

- new carparking standards be introduced to give more flexibility especially to bulky goods retailing;
- new principles will apply to older centres;
- new maps showing zone changes.

Copies of the Plan are available for inspection or purchase from the Whyalla City Council, Darling Terrace, Whyalla, both Civic and Alex Ramsay Libraries during normal hours and on council's website.

Submissions will be received for a two month period expiring on Monday, 29 January 2001 at 5 p.m.

Submissions will be available for inspection by any interested person at the Council Offices until the conclusion of the public hearing, which has been set down for Tuesday, 30 January 2001 at 5 p.m. in the Council Chamber, Darling Terrace, Whyalla, at which interested persons may be heard in relation to the PAR and submissions received.

Further inquiries should be directed to Michele Schoell, telephone (08) 8640 3447.

D. KNOX, City Manager

THE BAROSSA COUNCIL

Temporary Street Closure

NOTICE is hereby given that pursuant to the provisions of section 359 of the Local Government Act 1934, as amended, The Barossa Council resolves that Murray Street, Tanunda from Fiedler Street to Sobels Street will be closed to all vehicles, except emergency vehicles and authorised service vehicles, between 5 p.m. and 10 p.m. on Friday, 1 December 2000 for the Christmas Parade.

J. G. JONES, Chief Executive Officer

DISTRICT COUNCIL OF CEDUNA

Roads (Opening and Closing) Act 1991

NOTICE is hereby given pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the District Council of Ceduna proposes to make a Road Process Order to open a new road through portion of park lands section 60, Hundred of Moule, more particularly delineated and marked '1' on Preliminary Plan No. PP32/0461.

A copy of the plan and a statement of persons affected are available for public inspection at the offices of the District Council of Ceduna, 44 O'Loughlin Terrace, Ceduna, S.A. 5690 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 made in writing to the District Council of Ceduna, P.O. Box 175, Ceduna, S.A. 5690, within 28 days of this notice and a copy shall be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001. 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 so desired.

Dated 23 November 2000.

A. J. IRVINE, Chief Executive Officer

DISTRICT COUNCIL OF THE COPPER COAST

Temporary Road Closures

NOTICE is hereby given that the council, pursuant to section 359 of the Local Government Act 1934, as amended, resolved to exclude vehicles generally, except council vehicles from the following streets and roads:

- that portion of Military Road from the Bowling Club Car Park to Blanche Terrace; portion of Blanche Terrace from Ryan Street to George Street and portion of George Street from Blanche Terrace to William Street, Moonta, from 5.30 p.m. to 6.30 p.m. on Sunday, 10 December 2000;
- that portion of Owen Terrace from Irwine Street to Emu Street and portion of Jones Street from Owen Terrace to service lane, Wallaroo, from 5.30 p.m. to 9.15 p.m. on Friday, 15 December 2000;
- that portion of Graves Street from Digby Street to Draper Street and that portion of Goyder Street from Graves Street to No. 5 Lane (near Woolworths), Kadina, from 6 p.m. to 9 p.m. on Friday, 22 December 2000,

for the purpose of Christmas Street activities.

J. W. SHANE, Chief Executive Officer

DISTRICT COUNCIL OF KAROONDA EAST MURRAY AND
SOUTHERN MALLEE DISTRICT COUNCIL

Mallee District Bushfire Prevention Committee

NOTICE is hereby given that the Southern Mallee District Council did at the ordinary meeting of council held on 8 November 2000 and the District Council of Karoonda East Murray did at the ordinary meeting of council held on 14 November 2000, resolved to dissolve the respective Southern Mallee District Bushfire Prevention Committee and the Karoonda East Murray Bushfire Prevention Committee and establish, pursuant to section 32 (1) of the Country Fires Act 1989 as amended, the Mallee District Bushfire Prevention Committee.

P. SMITHSON, Chief Executive Officer, District Council of Karoonda East Murray

P. WOOD, Chief Executive Officer, Southern Mallee District Council

KINGSTON DISTRICT COUNCIL

Office Closure—Christmas/New Year Period

NOTICE is hereby given that at a meeting held on 17 November 2000 council resolved that the council office will be closed over the Christmas/New Year period from 12.30 p.m. on Friday, 22 December 2000 up until 8.30 a.m. on Tuesday, 2 January 2001.

S. J. RUFUS, Chief Executive Officer

KINGSTON DISTRICT COUNCIL

Change of Meeting Date

NOTICE is hereby given that the next ordinary meeting of council will be held on Friday, 15 December 2000, commencing at 9.30 a.m., in lieu of the meeting which was scheduled to be held on Friday, 22 December 2000.

S. J. RUFUS, Chief Executive Officer

KINGSTON DISTRICT COUNCIL

Temporary Road Closures—Christmas Pageant

NOTICE is hereby given that at a meeting held on 17 November 2000, council resolved pursuant to section 359 of the Local Government Act 1934, as amended, to close the following roads, for the purpose of the Kingston Tourism and Development Association Christmas Pageant, in Kingston SE to be held on Friday, 15 December 2000:

- Hanson Street from the intersection of Marine Parade to the intersection of Holland Street and Cooke Street, from 5.30 p.m. to 6.30 p.m.
- Holland Street from the intersection of Hanson Street and Cooke Street to the intersection of Agnes Street, from 5.30 p.m. to 6.30 p.m.
- Agnes Street from the intersection of Holland Street to the intersection of East Terrace, from 5.30 p.m. to 6.30 p.m.
- Portion of Marine Parade from the intersection of Hanson Street travelling in a northerly direction to the Lions Park car park, from 5.30 p.m. to 6.30 p.m.

- Portion of Hanson Street from the western boundary of allotment 575, (No. 9) to the intersection of Marine Parade, from 6.30 p.m. to 10 p.m.

All vehicles other than emergency and official vehicles will be excluded from the designated area during the closure.

S. J. RUFUS, Chief Executive Officer

KINGSTON DISTRICT COUNCIL

Temporary Road Closure

NOTICE is hereby given that pursuant to section 359 of the Local Government Act 1934, as amended, the Kingston District Council resolves to close the following road for the purpose of the Kingston SE Triathlon:

- Marine Parade, from Arthur Street to Pinks Beach Road.

All vehicles other than emergency and official vehicles should be excluded from the designated area between the hours of 8 a.m. and 11 a.m. on Sunday, 4 February 2001.

S. J. RUFUS, Chief Executive Officer

KINGSTON DISTRICT COUNCIL

Exclusion of Land from Classification as Community Land

NOTICE is hereby given that at its meeting held on 17 November 2000, council resolved pursuant to section 193 of the Local Government Act 1999, having conducted the public consultation process, that the following parcels of land in its ownership, care and management be excluded from the classification of community land:

Property Description	Location	CT Reference
Council office, emergency service, old council office land	Lots 1, 2 and 3 in FP 3508 and Lot 297 in FP 205233 and Lot 898 in FP 205234 on the corner of Holland Street and James Street, Kingston	5402/655 5402/656 5708/541 5709/302 5709/303
Council works depot	Lot 91 in FP 205425, Cameron Street, Kingston	5708/538
Vacant land	Section 492, Hundred of Lacepede, Cooke Street, Kingston	5588/234
Kingston Medical Clinic	Lot 735 in FP 205071, Agnes Street, Kingston	5700/394
Medical Centre carpark	Lot 2 in DP 21312, Agnes Street, Kingston	5447/339
Industrial Estate land	Lot 22 in DP 21659, Lots 23 and 24, DP 21658	5439/330 5438/891
Vacant land	Lot 21 in DP 25742, Cooke Street, Kingston	5429/723
Rubble Quarry	Lot 104 in DP 49493 (part section 65), Limestone Coast Road, Hundred of Mount Benson	5518/527
District Hall	Lot 884 in FP 205220, Agnes Street, Kingston	5708/539
Vacant land	Lot 888 in FP 205224, corner of Agnes Street and Cameron Street, Kingston	5778/182
Vacant land	Lot 264, Fourth Street, Rosetown, Hundred of Lacepede	5424/940
Vacant land	Lots 269 and 270, Fourth Street, Rosetown, Hundred of Lacepede	5424/939
Vacant land	Lots 271 and 276, Fourth Street, Rosetown, Hundred of Lacepede	477/35
Property Description	Location	CT Reference

Vacant land	Lot 265, Ninth Street, Rosetown, Hundred of Lacepede	5142/140
Vacant land	Lots 267, 268 and 273, Fourth Street, Rosetown, Hundred of Lacepede	5437/963 5437/964 5437/965
Vacant land	Lots 272 and 275, Fourth Street, Rosetown, Hundred of Lacepede	5142/141
Vacant land	Lots 277 and 280, Fourth Street, Rosetown, Hundred of Lacepede	5758/284
Vacant land	Lots 281, 283 and 284, Fourth Street, Rosetown, Hundred of Lacepede	368/210
Vacant land	Lots 282, 285 and 286, Fourth Street, Rosetown, Hundred of Lacepede	311/18
Vacant land	Lots 287 and 288, Third Street, Rosetown, Hundred of Lacepede	5604/884
Vacant land	Lots 278 and 279, Eighth Street, Rosetown, Hundred of Lacepede	265/71
Vacant land	Lot 274, Third Street, Rosetown, Hundred of Lacepede	310/169

S. J. RUFUS, Chief Executive Officer

DISTRICT COUNCIL OF LOXTON WAIKERIE

DEVELOPMENT ACT 1993

Brown's Well (DC), Loxton (DC) and Waikerie (DC) Development Plans General Review and Consolidation Plan Amendment Report—Draft for Public Consultation

NOTICE is hereby given that the District Council of Loxton Waikerie has prepared a draft Plan Amendment Report to consolidate the existing Brown's Well, Loxton and Waikerie Development Plans into one Development Plan to cover the amalgamated council area.

The draft Plan Amendment Report will consolidate the existing Brown's Well, Loxton and Waikerie Development Plans and has also made some policy changes by:

- Integration of the Regional components of the Development Plans within the council-wide part of those plans
- Rationalising the zone names to be common
- Introducing minor changes to zoning boundaries
- Introducing policy changes affecting land divisions, residential development, tourism and advertising

This draft Plan Amendment Report is available for inspection during normal office hours at the District Council of Loxton Waikerie Offices and Library from 23 November 2000 to 31 January 2001. A copy of the draft Plan Amendment Report can be purchased from the council offices for \$5 each.

Persons interested in making written submissions regarding the draft Plan Amendment Report must do so by 5 p.m. on 31 January 2001. The written submissions should also clearly indicate whether you wish to speak at the public hearing, on your submission. All submissions should be addressed to the District Manager, District Council Loxton Waikerie, P.O. Box 409, Loxton, S.A. 5333.

Copies of all submissions will be available for inspection by interested persons at the Loxton Office, East Terrace, Loxton, S.A. 5333 from 1 February 2001 to 28 February 2001.

A public hearing will commence in the Loxton Waikerie Council Chambers, Loxton at 11 a.m. on 28 February 2001, at which interested persons may appear and be heard in relation to the draft Plan Amendment Report and the submissions.

The public hearing may not be held if no submission indicates an interest in speaking at the public hearing.

T. BURGEMEISTER, District Manager

MID MURRAY COUNCIL

Temporary Road Closure—Cadell Township

NOTICE is hereby given that at a meeting of council held on 13 November 2000, it was resolved that pursuant to section 359 of the Local Government Act 1934, as amended, the following roads in the Cadell Township will be closed to all but procession traffic and emergency vehicles on Saturday, 2 December 2000:

- McGuire Terrace, between Lot 166 and Lot 120, from 4.30 p.m. to 6.30 p.m.;
- Dearden Terrace, between Lot 134 and Lot 175, from 4.30 p.m. to 6.30 p.m.;
- McGuire Terrace, between Lot 146 and Lot 120, from 4.30 p.m. to 10 p.m.,

for the purpose of conducting the annual Cadell Christmas Pageant.

G. R. BRUS, Chief Executive Officer

DISTRICT COUNCIL OF PETERBOROUGH

Temporary Street Closure

NOTICE is hereby given that pursuant to the provisions of section 33 of the Road Traffic Act 1961, the Peterborough District Council has resolved that Main Street, Peterborough from Edith Street to Hurlstone Street will be closed to all vehicles, except emergency vehicles and authorised service vehicles, between 6 p.m. and 11 p.m. on Friday, 15 December 2000, for the staging of the Annual Christmas Pageant.

R. MOONEY, Chief Executive Officer

DISTRICT COUNCIL OF RENMARK PARINGA

Temporary Road Closure

NOTICE is hereby given that pursuant to section 59 of the Summary Offences Act 1953, approval has been granted by the Mayor of Renmark Paringa District Council for the temporary road closures of the following streets:

- Murray Avenue—between Tapio Street and Renmark Avenue;
- Renmark Avenue—between Sixteenth Street and Ral Ral Avenue;
- Ral Ral Avenue—between Murtho Street and Renmark Avenue;
- James Avenue—between Ral Ral Avenue and Thirteenth Street,

between the hours of 4 p.m. and 10 p.m. on 1 December 2000 for the purpose of the Renmark Christmas Pageant.

R. THOMAS, Mayor

MUNICIPALITY OF ROXBY DOWNS

Temporary Road Closure

NOTICE is hereby given that pursuant to the powers vested in the Administrator under the provisions of the Roxby Downs (Indenture Ratification) Act 1982, and in accordance with the provisions of the Local Government Act 1934, as amended, I hereby resolve that the portions of the northern and southern sections of Richardson Place between Arcoona Street and Burgoyne Street, will be closed to vehicular traffic for the purposes of the Christmas Pageant between the hours of 4 p.m. and midnight on Saturday, 9 December 2000. The closure will apply to vehicular traffic with the exception of police, emergency or those vehicles involved in the activities.

W. J. BOEHM, Administrator

SOUTHERN MALLEE DISTRICT COUNCIL

Temporary Street Closures

NOTICE is hereby given pursuant to section 359 of the Local Government Act 1934, as amended, that council at a meeting held on 8 November 2000 resolved that all vehicles with the exception of emergency and authorised vehicles be excluded as follows:

Lameroo—between the hours of 6 p.m. and 10 p.m. on Thursday, 21 December 2000:

North Terrace, Lameroo (from Masonic Lodge to Railway Terrace North);

Chandos Terrace—eastern carriageway, Lameroo (from Vardon Terrace intersection to and including part of the roundabout) adjacent to Railway Terrace North;

Railway Terrace North, Lameroo (from roundabout to Elders).

Pinnaroo—Railway Terrace South, Pinnaroo—between the hours of 5.30 p.m. and 10 p.m. on Friday, 22 December 2000, from Cane Motors, to and including the Mann Street intersection; Mann Street southerly for 15 m and Day Street southerly for 15 m.

P. WOOD, Chief Executive Officer

DISTRICT COUNCIL OF TATIARA

Temporary Road Closure

NOTICE is hereby given that pursuant to section 33 of the Road Traffic Act 1961, council under its delegated authority declares the temporary closure of the following streets in Keith to enable Christmas functions to take place:

- Hender Street between Dugan Street and Anzac Terrace on 10 December 2000 between the hours of 7 p.m. and 10 p.m.
- Hender Street between Dugan Street and Anzac Terrace on 22 December 2000 between the hours of 5.30 p.m. and 9 p.m.

G. W. PIESSE, Chief Executive Officer

Declaration of Public Road

NOTICE is hereby given that the District Council of Tatiara at a meeting held on 14 November 2000, resolved that allotments 101 and 102 in Deposited Plan 50067 being portions of Certificates of Title Volume 645, Folio 77 and Volume 1352, Folio 7 be public road, pursuant to section 208 of the Local Government Act 1999.

G. W. PIESSE, Chief Executive Officer

IN the matter of the estates of the undermentioned deceased persons:

Bailey, Constance May, late of 34 Molesworth Street, North Adelaide, retired librarian, who died on 28 September 2000.

Curila, Franjo, late of Andamooka, retired miner, who died on 14 August 2000.

Francis, Eunice Grace, late of 5 Carter Street, Ridgehaven, home duties, who died on 9 October 2000.

Fuller, Vera Alice, late of 43 Helmsdale Avenue, Glengowrie, home duties, who died on 6 September 2000.

Greenway, Henry John Thomas, late of 29 Austral Terrace, Morphettville, retired fitter and turner, who died on 18 October 2000.

Groves, David Philip, late of 10 Antrim Street, Salisbury Downs, machine operator, who died on 28 June 2000.

Kavcic, Paula, late of 410 Henley Beach Road, Lockleys, of no occupation, who died on 15 August 2000.

Kloczko, Wlodzimierz, late of 3 Teak Street, Flinders Park, retired welder, who died on 20 July 2000.

Lewis, Guy Leslie, late of 6 Taylor Street, Gawler East, retired farmer, who died on 13 September 2000.

Mallen, Patricia, late of Grand Junction Road, Oakden, of no occupation, who died on 13 August 2000.

Millard, Beatrice Constance, late of 36 Bourke Street, Peterborough, home duties, who died on 16 August 2000.

Perry, Winifred, late of 91 Main Road, McLaren Vale, home duties, who died on 3 August 2000.

Rees, Vera Grace, late of 39 Finnis Street, Marion, of no occupation, who died on 2 October 2000.

Sheehan, Maria Luisa, late of 9 Hogarth Road, Panorama, retired public servant, who died on 1 October 2000.

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 22 December 2000, 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 23 November 2000.

J. H. WORRALL, Public Trustee

IN the matter of the estate of the undermentioned deceased person:

Youngman, Barry Neville, late of 3 Furner Avenue, Ingle Farm, retired process worker, who died on 17 September 2000.

Notice is hereby given pursuant to the Trustee 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 above estate are directed to send full particulars and evidence of such claims to the undersigned on or before 22 December 2000, otherwise they will be excluded from the distribution of the estate; and notice is also hereby given that all persons who are indebted to the above estate are required to pay the amount of their debt to the undersigned or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estate are forthwith to deliver the same to the undersigned.

ANZ EXECUTORS & TRUSTEE COMPANY LIMITED,
(ACN 006 132 332), 530 Collins Street,
Melbourne, Vic. 3000.

IN the matter of the estates of the undermentioned deceased persons:

Box, May Evelyn, late of 3 Azalea Street, Prospect, who died on 13 October 2000.

Heinicke, Angus Pickering, late of Unit 44, 51 Owl Drive, Murray Bridge, who died on 8 September 2000.

Juers, Allan, late of 26 Monmouth Street, Moonta Bay, who died on 16 October 2000.

McEachern, Gwendoline Mavis, late of Unit 1, 6 Porter Street, Naracoorte, who died on 27 September 2000.

Burge, Judith Anne, late of 21 Emmerson Street, Port Hughes, who died on 11 September 2000.

Notice is hereby given pursuant to the Trustee 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 estates are directed to send full particulars of such claims to the undersigned on or before 21 December 2000, otherwise they will be excluded from the distribution of the estates.

Dated 23 November 2000.

NATIONAL AUSTRALIA TRUSTEES LIMITED (ABN 80
007 350 405), 22-28 King William Street,
Adelaide, S.A. 5000.

IN the matter of the estate of the undermentioned deceased person:

Moore, Kathleen Veronica, late of Clayton Church Hostel, 195 Beulah Road, Norwood, who died on 22 July 2000.

Notice is hereby given pursuant to the Trustee 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 20 December 2000, otherwise they will be excluded from the distribution of the estate.

PERPETUAL TRUSTEES SA LIMITED, (ACN 008 273 916), c/o 5th Floor, 39 Hunter Street, Sydney, NSW 2000.

SOUTH AUSTRALIA—In the Supreme Court. No. 312 of 1993. In the matter of Golfcraft Pty Ltd (in liquidation) (ACN 007 746 670) and in the matter of the Corporations Law.

Notice by a Liquidator of His Intention to Seek His Release

Take notice that I, Austin Robert Meerten Taylor of Horwath Adelaide Partnership, 99 Frome 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 and for the dissolution of the abovenamed company.

And further take 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. A summary of my receipts and payments as liquidator is available from my office.

Dated 15 November 2000.

A. R. M. TAYLOR, Liquidator

Note: Section 481 of the Corporations Law enacts that an order of the Court releasing a liquidator shall discharge him or 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. 1026 of 2000. In the matter of Paldari Pty Ltd (ACN 070 936 702) and in the matter of the Corporations Law.

Notice of Application for Winding Up Order

A proceeding for the winding up of Paldari Pty Ltd (ACN 070 936 702) was commenced by the plaintiff Mark Tyminski on 26 October 2000 and will be heard by Judge Bowen Pain at 2.15 p.m. on 28 November 2000. Copies of documents filed may be obtained from Cosoff Cudmore and Partners, Level 20, 25 Grenfell Street, Adelaide, S.A. 5000.

Any person intending to appear at the hearing must file a notice of appearance, in accordance with the prescribed form, together with any affidavit on which the person intends to rely, and serve a copy of the notice and any affidavit on the plaintiff at the plaintiff's address at least 3 days before the date fixed for the hearing.

M. TYMINSKI, Plaintiff

SALE OF PROPERTY

Auction Date: Thursday, 7 December 2000 at 11 a.m.

Location: 7 Sussex Crescent, Morphett Vale

NOTICE is hereby given that on the above date at the time and place stated, by virtue of the Warrant of Sale issued out of the Magistrates Court of South Australia, Mount Barker Registry, Action No. 295 of 2000, directed to the Sheriff of South Australia in an action wherein Grietje Doornekamp, is Plaintiff and Peter David Haskell is Defendant, I, Tim Goodes, Sheriff, of the State of South Australia, will by my auctioneers, Griffin Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the defendant Peter David Haskell as the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Morphett Vale, being 7 Sussex Crescent, being the property comprised in certificate of title register book volume 5142, folio 305.

Further particulars from the auctioneers:

Griffin Real Estate
179 King William Road
Hyde Park, S.A. 5061
Telephone 8357 3177

ATTENTION

CUSTOMERS requiring a proof of their notice for inclusion in the *Government Gazette*, please note that the onus is on you to inform 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**.

If we do not receive any communication by 10 a.m. on Thursday (day of publication) we will presume the notice is correct and will print it as it is.

Remember—the onus is on you to inform us of any corrections necessary to your notice.

NOTE: Closing time for lodging new copy (either fax or hard copy) is 4 p.m. on Tuesday preceding the day of publication. Ph. 8207 1045—Fax 8207 1040.