



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, 18 JANUARY 2001

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GOVERNMENT GAZETTE NOTICES

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ADMINISTRATIVE ARRANGEMENTS ACT 1994 SECTION 5: ADMINISTRATION OF RACING (PROPRIETARY BUSINESS LICENSING) ACT 2000 COMMITTED TO THE 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 *Racing (Proprietary Business Licensing) Act 2000* to the Minister for Recreation, Sport and Racing.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

RI 00/0022 CS

IRRIGATION ACT 1994 SECTION 29(6): TRANSFER OF POWERS FROM LOXTON IRRIGATION TRUST INCORPORATED TO THE MINISTER FOR WATER RESOURCES

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to section 29(6) of the *Irrigation Act 1994* and with the advice and consent of the Executive Council, I transfer from the Loxton Irrigation Trust Incorporated to the Minister for Water Resources—

- (a) the power to establish a board of management; and
- (b) powers under section 43 of the *Irrigation Act 1994* relating to delegation of functions or powers of the trust to the board of management.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

WR 00/0052 CS

LIVESTOCK ACT 1997 (Act No. 6 of 1997): DAY OF COMMENCEMENT

Proclamation By The Governor

(L.S.) E. J. NEAL

WITH the advice and consent of the Executive Council, I fix 31 January 2001 as the day on which Part 6 and clause 1(a) of Schedule 2 of the *Livestock Act 1997* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL for Acting Premier

MPIR 035/2000 CS

NATIVE TITLE (SOUTH AUSTRALIA) (VALIDATION AND CONFIRMATION) AMENDMENT ACT 2000 (Act No. 84 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 22 January 2001 as the day on which the *Native Title (South Australia) (Validation and Confirmation) Amendment Act 2000* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

AGCS51-99

RACING (PROPRIETARY BUSINESS LICENSING) ACT 2000 (Act No. 90 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 18 January 2001 as the day on which the *Racing (Proprietary Business Licensing) Act 2000* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

RI 00/0022 CS

HIGHWAYS ACT 1926 SECTION 27AA: CLOSURE OF PORTION OF PORT WAKEFIELD ROAD AT VIRGINIA, HUNDRED OF PORT ADELAIDE

Proclamation By The Governor

(L.S.) E. J. NEAL

PURSUANT to section 27AA of the *Highways Act 1926*, on the recommendation of the Commissioner of Highways made pursuant to that section and with the advice and consent of the Executive Council, I close that portion of public road (Port Wakefield Road) delineated as allotment 100 in Lands Titles Registration Office Filed Plan No. 41975.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

TSA 99/08515

HIGHWAYS ACT 1926 SECTION 30A(1)(b): CESSATION OF CONTROL OF ACCESS—PORTION OF PORT WAKEFIELD ROAD AT VIRGINIA, HUNDRED OF PORT ADELAIDE

Proclamation By The Governor

(L.S.) E. J. NEAL

Preamble

1. On 9 December 1982 portion of RN 3500 Port Wakefield Road in the Hundreds of Port Adelaide, Munno Para and Port Gawler was declared by proclamation to be a controlled-access road (see *Gazette* 9 December 1982 p. 1794).

2. It is now intended that part of that controlled-access road cease to be controlled-access road.

Proclamation

PURSUANT to section 30A(1)(b) of the *Highways Act 1926*, on the recommendation of the Commissioner of Highways and with the advice and consent of the Executive Council, I declare—

- (a) that the part of the controlled-access road referred to in the preamble that is shaded on the plan in the schedule of this proclamation ceases to be part of a controlled-access road; and
- (b) that the routes and means of access (if any) by which persons may enter or leave the controlled-access road across the boundary with the land excised by paragraph (a) are as shown on the plan in the schedule of this proclamation.

SCHEDULE

LEGEND

The controlled access road to be revoked shown thus 

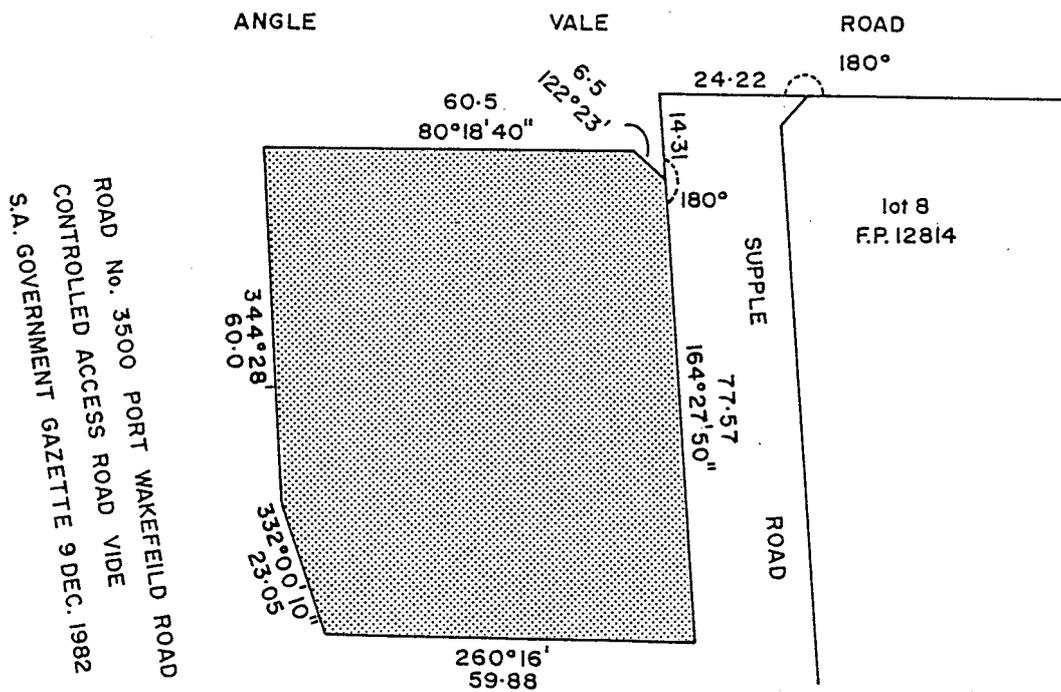
Routes and means of access and egress shown thus... 



HUNDRED OF PORT ADELAIDE

'VIRGINIA'

lot. 6
F.P. 12814



SCALE 1:1000

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

SOUTH AUSTRALIAN COUNTRY ARTS TRUST (APPOINTMENTS TO TRUST AND BOARDS) AMENDMENT ACT 2000 (Act No. 69 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 1 February 2001 as the day on which the *South Australian Country Arts Trust (Appointments to Trust and Boards) Amendment Act 2000* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

ASACAB 005/00

STATUTES AMENDMENT (TRANSPORT PORTFOLIO) ACT 2000 (Act No. 76 of 2000): DAY OF COMMENCEMENT

Proclamation By The Governor

(L.S.) E. J. NEAL

WITH the advice and consent of the Executive Council, I—

- (a) fix 1 March 2001 as the day on which the *Statutes Amendment (Transport Portfolio) Act 2000* will come into operation; and
- (b) suspend the operation of Part 2 of that Act until a day to be fixed by subsequent proclamation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

TSAC 2000/02959

NATIONAL PARKS AND WILDLIFE ACT 1972 SECTIONS 29(3) AND 28(1): ABOLITION OF NARACOORTE CAVES CONSERVATION PARK AND CONSTITUTION OF NARACOORTE CAVES NATIONAL PARK

Proclamation By The Governor

(L.S.) E. J. NEAL

Preamble

A resolution requesting the Governor to make this proclamation was passed by the House of Assembly and by the Legislative Council on 30 November 2000.

Proclamation

PURSUANT to section 29(3) of the *National Parks and Wildlife Act 1972* and to the resolution of the Houses of Parliament referred to in the preamble and with the advice and consent of the Executive Council, I abolish the Naracoorte Caves Conservation Park.

PURSUANT to section 28(1) of the *National Parks and Wildlife Act 1972* and to the resolution of the Houses of Parliament referred to in the preamble and being of the opinion that the land described in the schedule is of national significance by reason of the natural features of the land and with the advice and consent of the Executive Council, I constitute the Crown land described in the schedule as a national park and assign the name Naracoorte Caves National Park to the national park.

SCHEDULE

Allotments 20, 21 and 22 of DP 51601.

Section 647, Hundred of Jessie, County of Robe.

Allotment 20 and pieces 23 and 24 of Plan No. 54456 accepted for deposit in the Lands Titles Registration Office at Adelaide.

Sections 82, 392, 397, 398, 487, 499, 502, 503, 504, 506 and 507, Hundred of Joanna, County of Robe.

Given under my hand and the Public Seal of South Australia, at Adelaide, 18 January 2001.

By command,

MARK BRINDAL, for Acting Premier

MEH 8/2000 CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Firearms Consultative Committee, pursuant to the provisions of the Firearms Act 1977:

Member: (from 18 January 2001 until 31 December 2001)

Andrew Henry Lenthal Swifte
Robert Wilfred Hamdorf
David Neal Tamblyn
Ingrid Griggs
Shannon Clair Murray
Yvonne Hill

Deputy Member: (from 18 January 2001 until 31 December 2001)

Rosemary Joy Batt (Deputy to Swifte)
Owen Llewelyn Willett Bevan (Deputy to Hamdorf)
Michael Thomas Hudson (Deputy to Tamblyn)
Rex Clifton Senior (Deputy to Griggs)
Richard Way (Deputy to Murray)
David Nathan Hillan (Deputy to Hill)

Chairperson: (from 18 January 2001 until 31 December 2001)

Robert Wilfred Hamdorf

By command,

MARK BRINDAL, for Acting Premier

MPCS 21/98CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Teachers Appeal Board, pursuant to the provisions of the Education Act 1972:

Section 45 (b) Panel Member: (from 1 February 2001 until 31 January 2004)

Naomi Veronica Arnold
Dalest Wendy Bruce
Antonieta Orlanda Cocchiaro
Maureen Valda Cochram
Rodney Arthur Cocks
Glen Denton Crisp
Judith Christine Day
Malcolm Bruce Dayman
Joseph Docherty
Allan David Green
Janet Harris
Michael Henry Hudson
Christopher Majewski
David Gordon Mellen
Susan Graham Monks
Geraldine Mary Mulhearn
Trevor John Radloff
Tanya Rogers
Neville Dominic Saunderson
Pamela Seaman
Francis Spiel
Jennifer Dawn Stehn
Trevor Raymond Tiller

Helen Christine Tunbridge
Mark Stewart Williams
Patricia Margaret Winter
Alan Donald Young

Section 45 (c) Panel Member: (from 1 February 2001 until 31 January 2004)

Jacqueline Bone-George
Gail Patricia Brunger
Lee Ryde Morgan
Peter Christopher Ryan
Peter Agnis Rozitis
Janice Maree Lee
Lindy Madge Hopkins

Section 45 (d) Panel Member: (from 1 February 2001 until 31 January 2004)

Wendy Louise Burns
Robert Bain Butchart
Michael James Mulvihill

Section 45 (e) Panel Member: (from 1 February 2001 until 31 January 2004)

Jeffrey Frederick Fitzpatrick
Robert Lynton Kimber
Heather Anne Gordon
Anne Hammond
Sean James Boyle

By command,

MARK BRINDAL, for Acting Premier

MECS 40/00CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Correctional Services Advisory Council, pursuant to the provisions of the Correctional Services Act 1982:

Member: (from 18 January 2001 until 17 January 2006)
Jim Cramond

Presiding Member: (from 18 January 2001 until 17 January 2006)
Jim Cramond

By command,

MARK BRINDAL, for Acting Premier

MPCS 9/98CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Film Corporation, pursuant to the provisions of the South Australian Film Corporation Act 1972:

Member: (from 3 February 2001 until 2 February 2004)
David James Minear
Brian Thomas Morris
Helen Louise Leake
Pamela June Martin
Kevin McLean

Member: (from 3 February 2001 until 2 February 2002)
Michael Mason

Chair: (from 3 February 2001 until 2 February 2004)
David James Minear

By command,

MARK BRINDAL, for Acting Premier

ACD 007/94CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to TransAdelaide Board, pursuant to the provisions of the TransAdelaide (Corporate Structure) Act 1998:

Director: (from 18 January 2001 until 9 January 2004)
Rex John Phillips

By command,

MARK BRINDAL, for Acting Premier

TSA 9/2000CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to Adelaide Festival Centre Trust, pursuant to the provisions of the Adelaide Festival Centre Trust Act 1971:

Trustee: (from 18 January 2001 until 16 January 2004)
Richard Vincent Ryan
Fiona Adler
Mark Morelli
Joanne Staugas
Winnie Pelz

Chairman: (from 18 January 2001 until 16 January 2004)
Richard Vincent Ryan

By command,

MARK BRINDAL, for Acting Premier

ACD 002/94CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint Malcolm Fraser Blue as Her Majesty's Counsel in the State of South Australia.

By command,

MARK BRINDAL, for Acting Premier

ATTG 59/93CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has revoked the appointment of the Honourable Malcolm Robert Buckby, MP, as Acting Deputy Premier, Acting Minister for Primary Industries and Resources and Acting Minister for Regional Development for the period from 28 January 2001 to 6 February 2001 inclusive, during the absence of the Honourable Robert Gerard Kerin, MP.

By command,

MARK BRINDAL, for Acting Premier

MPRI 085/2000CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to appoint the Honourable Malcolm Robert Buckby, MP, to be Acting Minister for Primary Industries and Resources and Acting Minister for Regional Development for the period from 24 January 2001 to 1 February 2001 inclusive, during the absence of the Honourable Robert Gerard Kerin, MP.

By command,

MARK BRINDAL, for Acting Premier

MPRI 085/2000CS

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to declare the amendment suggested by the Environment, Resources and Development Committee of Parliament to the 'Grant (DC) Development Plan' as recently amended by the 'District Council of Grant—General Plan Amendment' to be an authorised amendment and fix 18 January 2001, as the day on which it will come into operation, pursuant to section 27 (5) (a) of the Development Act 1993.

By command,

MARK BRINDAL, for Acting Premier

MTUP-PL 67/99

Department of the Premier and Cabinet
Adelaide, 18 January 2001

HIS Excellency the Governor in Executive Council has been pleased to declare the 'District Council of Yorke Peninsula—Central Yorke Peninsula (DC), Minlaton (DC), Warooka (DC) and Yorketown (DC) Development Plans—General Plan Amendment' to be an authorised Plan Amendment and fix 18 January 2001, 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 Acting Premier

MTUP-PL 54/00CS

SCHEDULE OF REGISTERED CHIROPODISTS AS AT 5 JANUARY 2001

Abimosleh, Ghassan, 4 Cornell Avenue, Valley View 5093
Abrahams, Timothy Wesley, 2A College Street, Glenelg 5045
Agnew, James Nicholas, Section 127, Hundred of Curramulka 5580
Aktipis, Steve, 1 Devon Street, Mile End 5031
Alde, Torben William, 311 Glen Osmond Road, Glenunga 5064
Allen, Stephen Lester, 21 Gault Road, Belair 5052
Armour, Lachlan, A.P.G. Tea Tree Plus Shop Centre, North East Road, Modbury 5092
Aslanidis, Hariklia, 93A Semaphore Road, Semaphore 5019
Atkins, Shane, 28 Filmer Avenue, Glengowrie 5044
Baan, Aria Marjo, 37 Auricht Road, Hahndorf 5245
Baker, Tom, 19 Wilpena Terrace, Aldgate 5143
Banwell, Helen Ann, 29 North East Road, Collinswood 5081
Barrett, Kathryn Anne, 188 Main North Road, Prospect 5082
Barry, Pauline Winifrede, 60A George Street, Norwood 5067
Barry, Georgina Isobel, 1/6 Avenue Street, Millswood 5034
Bartold, Simon John, 202 Kensington Road, Marryatville 5068
Bennetts, Rosemary Linda, 191 Main Road, McLaren Vale 5171
Bertram, Peter David, 610 South Road, Glandore 5037
Bishop, Nicole Anne, 12 Union Street, Beulah Park 5067
Blood, Alexandra Marie, 11 Wallace Street, Erindale 5066
Blunden, Diana, 11 Myrtle Street, Prospect 5082
Bowen, Brenton Desmond, 61 The Parade, Norwood 5067
Bradshaw, Anthony Roy, 14 Park Lane, Flagstaff Hill 5159
Broadbent, Frank Brooker, 3 East Parkway, Fulham 5024
Brockbank, Robert Penno, 56 Springbank Road, Panorama 5041
Brooks, Jane Louise, 22 Caloronga Street, Wattle Park 5066
Browning, Sally, 16 Bary Street, Pooraka 5095
Brown, Diana Jacqueline, 34 Thornton Street, Kensington, S.A. 5068
Burns, Andrew Robert, 491A Portrush Road, Glenunga, S.A. 5064
Burnside Pod. Serv. Pty Ltd, 1/535 Glynburn Road, Hazelwood Park, S.A. 5066
Cameron, Erica Briar, 111 Swaine Avenue, Toorak Gardens 5065
Campbell, Sharron Dunsmuir, 8/12 Jetty Road, Brighton 5048
Carbone, Benito, Blamey Road, Elizabeth East 5113
Carty, Margaret Mary, 51 Frederick Street, Maylands 5069
Castello, Andre'a Angelo, 32 Knox Terrace, Skye 5072
Causby, Ryan Scott, Whyalla Hospital & Health Services, Wood Terrace, Whyalla 5600

Chaptini, Alexandra Jane, Bellevue Residential Care Centre, 51 Eve Road, Bellevue Heights 5050
Chard, Elizabeth Helen, 238 Old Northern Road, Castle Hill, N.S.W. 2154
Chu, David Wing-Keung, 15 Powell Street, Magill 5072
Clarke, Melanie Jane, 61 The Parade, Norwood 5067
Colak, Phillip Andrew, 4th Floor, 188 North Terrace, Adelaide 5000
Colangelo, Deanne Ray, 3/646 Grange Road, Henley Beach 5022
Copper, Alexander Willem, 168 Halifax Street, Adelaide 5000
Corsalina, Max, 11 Ferris Street, Christies Beach 5165
Coultas, Joel, FMC Bedford Park 5042
Cristiano, Carmela, 93A Crozier Avenue, Newton 5074
Cullum, Belinda Mary, 5 Edwin Terrace, Gilberton 5081
Daebler, Rebecca Louisa Ross, Murray Mallee C.H.S., Swanport Road, Murray Bridge 5253
Dale, Jennifer Kaye, 59A Prospect Road, Prospect 5082
Dalli, Alison Mary G., 168 Halifax Street, Adelaide 5000
Daly, Gavin Michael, Adelaide Podiatry Group, Shop 1C 1020 North East Road, Modbury 5092
Dang, Khanh, Repat. Gen. Hospt. Podiatry Dept, Daws Road, Daw Park 5041
Dansie, Kathryn Alison, 45 Gurrs Road, Beulah Park 5067
de Heus, Joan Colleen, 31 Marlborough Road, Westbourne Park 5041
Deayton, Robert James, 107 Onkaparinga Road, Bridgewater, S.A. 5155
Deen, Astrid Brigitte, 526 Brighton Road, Brighton 5048
Demasi, Mark David, A.P.G. 116 Tavwick House, Beach Road, Christies Beach 5165
Dobie, Valerie Christine, Level 8/703 Westfield Tower, 297 Diagonal Road, Oaklands Park 5046
Domiaty, Myrna, 309 Unley Road, Malvern 5061
Donlevy, Catherine Anne, 53 Waghorn Street, Ipswich, Qld 4305
Douglass, Craig Lawrence, 202 Kensington Road, Marryatville 5068
Drewniak, Tatiana, 83A St Bernards Road, Magill 5072
Dunstone, Margaret Lisa, 1379 South Road, Bedford Park 5042
Durdin, Jenine Bronwyn, 48 Beach Road, Christies Beach 5165
Duval, Penelope Jane, 40 Stanley Street, Leabrook 5068
Edwards, Mardi Louise, 32 Paxton Street, Willaston 5118
Evans, Angela Margaret, Suite 801 Westfield Tower, 297 Diagonal Road, Oaklands Park 5046
Evans, Carmel Simone, 214 Clarence Street, Howrah, Tas 7018.
Evens, Margaret Dorothy, 200 Belair Road, Hawthorn 5062
Ey, Kellie, Fitzroy Medical Centre, 40-42 Prospect Road, Prospect 5082
Feigl, Thomas Stephen, 1 Ward Street, North Adelaide 5006
Filipiak, Daria, 2 Gorgon Street, Taperoo 5017
Flynn, John Hugh, 372 Brighton Road, Hove 5048
Freeman, Maureen Delia, 188 North Terrace, Adelaide 5000
Gadd, Trevor, 12 Murray Street, Hove 5048
Gaston, Stephanie Kaye, AHCHS. Mount Barker Hospital, Wellington Road, Mount Barker 5251
Genovese, John Joseph, Podiatry Dept, Flinders Medical Centre, Bedford Park 5042
Georgaras, John, Virginia Medical Centre, Old Port Wakefield Road, Virginia 5120
George, Michelle Susan, R.C.H.S. Cornwall Street, Berri 5343
Gerrie, Ada, Level 3 195 North Terrace, Adelaide 5000
Gilbert, David Christopher, 426 Henley Beach Road, Lockleys 5032
Graham, Kristin, 2A College Street, Glenelg 5045
Graske, Patricia, 1B/25 Wiltshire Street, Salisbury 5108
Gunn, Lynne Michelle, 9 Wycombe Way, Glengowrie 5044
Gutte, Jonathon, 24 Hudson Street, Prospect 5082
Halliday, Kaye Frances, 3 Tenth Street, Gawler 5118
Hampton, Wade Anthony, P.O. Box 830, O'Halloran Hill 5158
Harding, Michael Philip, 97-99 Smart Road, Modbury 5092
Harding, Catherine Mary, Fulham Medical Clinic, 576 Tapleys Hill Road, Fulham Gardens 5024
Healey, Rosemary Ruth, 63 Australian Avenue, Clovelly Park 5042
Heard, Mark Leigh, 53 Findon Road, Woodville South 5011
Heinrich, Narelle Margaret, 33 Playford Street, Millicent, S.A. 5280

- Henke, Sophie, O'Neil Road, Worrolong, via Mount Gambier 5290
- Hermann, Robert Nikolaus, 174 Hancock Road, Ridgehaven 5097
- Hill-Ling, Andrea, 337 Glynburn Road, Kensington Park 5068
- Hinton, Nicholas Joseph, 12 Old Sheoak Court, Highbury 5089
- Holmes, Noel Anthony, Hampstead Centre, 207 Hampstead Road, Northfield 5085
- Irving, Yolande Marshall, 975 North East Road, Modbury 5092
- Jacob, Margaret Iris, Shop 4, The Market Place, 21-27 Main Street, Hahndorf 5245
- Jaques, Nicole Renee, Grange Pod. Clinic, 646 Grange Road, Grange 5022
- Jednnak, Ted, 10/53-59 The Parade, Norwood 5067
- Jerram, Christopher, 168 Cudmore Terrace, Henley Beach 5022
- Johns, Helen, 3 Whitehill Court, Sheidow Park 5158
- Jolly, James Mark, 2 Sherley Drive, Para Hills 5096
- Jones, Sara Louise, Podiatry Dept, University of South Australia, North Terrace, Adelaide 5000
- Jordan, Elizabeth Karen Lister, 16 Monaco Crescent, Grange 5022
- Jordan, Hans Joerg, 16 Monaco Crescent, Grange 5022
- Kapetanos, Anthony, 202 Findon Road, Findon 5023
- Kapetanos, Katerina, 5 Phillip Street, West Croydon 5008
- Karagiannis, Peter Pantelis, 164 Jetty Road, Glenelg 5045
- Katropoulos, Arthur, 142 Burbridge Road, Hilton 5033
- Katsarelias, Mary, 12 Harrow Road, College Park 5069
- Kelly, Kristen Margaret, 7A Helen Street, Mount Gambier 5290
- Kemp, Patricia Fay, 63 Rozelle Avenue, Melrose Park 5039
- Kemp, Toni Claire, Suite 5, 153 Brebner Drive, West Lakes 5021
- Kennedy, Wendy Joy, 14 Selbourne Avenue, Rostrevor 5073
- Kennett, Kate, 6 Tobruk Avenue, Kensington Park 5068
- Keynes, Lynley Joan, 1 Alta Crescent, Stirling 5152
- Khizam, Ferial, 90 Kelly Road, Modbury 5092
- Klaar, Kirsti, 287D Anzac Highway, Plympton 5038
- Koorndyk, Beverley Sue, 43 Aver Avenue, Daw Park 5041
- Kotatis, Maria, 1 Dennis Avenue, Newton 5074
- Kutcher, William Angus, 5 Scenic Court, Belair 5052
- Langview Ent. Trust, 44B Robertson Street, Naracoorte 5271
- Lappas, Maria, 53 Cudmore Terrace, Marleston 5033
- Lawrie, Rachel, 44B Robertson Street, Naracoorte 5271
- Le Poidevin, Meridy Rachel, 291 The Parade, Beulah Park 5067
- Leach, Glenys Patricia, 1B/25 Wiltshire Street, Salisbury 5108
- Learhinan, Stephen James, 54 Clifton Street, Hawthorn 5062
- Lekkas, Constantina, Adelaide Podiatry Group, 116 Beach Road, Christies Beach 5165
- Lidums, Zinta, 5 Alexandra Avenue, Rose Park 5067
- Lilly, Lucinda Jane, 5 Everard Terrace, Forestville 5035
- Lindblom, Anthony William, Shop 4A, Welland Plaza, 522 Port Road, Welland 5007
- Ling, Jayne Leanne, Adelaide Podiatry Group, 67 Anzac Highway, Ashford 5035
- Lotis, Debbie Despina, 152B Henley Beach Road, Torrensville 5031
- Loughry, Catherine Jane, 15 Birksgate Drive, Urrbrae 5064
- Low, Mia Jane, 6 Pavana Avenue, Hallett Cove 5158
- Luksza, Gabriella, 13 Cross Road, Kingswood 5062
- Lundberg, Bernadette, SERHS, P.O. Box 366, Naracoorte 5271
- Madden, Shari Leanne, 28 Kingswood Crescent, Lockleys 5032
- Mancheff, Lynette Ann, 18 Cottesloe Street, West Beach 5024
- Marino, Victor, 32 Leeds Avenue, Hope Valley 5090
- Marsland, Barrie, 17 Annesley Close, Salisbury Heights 5109
- Martin, Michael Ernest, 18A Angelo Court, Mildura Vic 3500
- Martin, Peter John, 11 Penarth Avenue, Beaumont 5066
- Martin, Amy Alison, 1 Ward Street, North Adelaide 5006
- Martin, Nicole Joy, Podiatry Department, Flinders Medical Centre, Bedford Park 5042
- Mathison, Barbara Catherine, 30 Cooper Place, Beaumont 5066
- Mavratzas, Dimitrios, 255 Military Road, West Lakes Shore 5020
- Mavrou, Maria, Whyalla Hospital & Health Services, Wood Terrace, Whyalla 5600
- McCarthy, Helen Mary, 2 Hawkes Avenue, Glenelg East 5045
- McCormack, Christian James, Shop 10, 171 Glynburn Road, Firlie 5070
- McGuinness, Susan, 8 Semmens Road, McLaren Vale 5171
- McIntosh, Anna Rachel, 244 Gilles Street, Adelaide 5000
- McKenzie, Alison Mary, Owen Road, Hamley Bridge 5401
- McManus, Kate Louise, 288 Greenhill Road, Glenside 5065
- Miller, Iona, Suite 4B, Esmec House, 127 Haydown Road, Elizabeth Vale 5112
- Miller, Brent Leigh John, 9 Verdale Avenue, Linden Park 5065
- Miller, Jacqueline Louise, Southern Domiciliary Care, 670 Marion Road, Parkholme 5043
- Miller, Carolyn Frances, 45 North East Road, Collinswood 5081
- Minos, Anastasia, Suite 4, Golden Grove Village Shopping Centre, Cnr Golden Way and Grove Way, Golden Grove 5125
- Morgan, Natalie Jane, 16 Milne Street, Vale Park 5081
- Moyes, Tracey, 18 Jasper Street, Salisbury East 5109
- Murphy, Sean Cornelius, 61 The Parade, Norwood 5067
- Nankivell, Kim Michelle, 1 Ward Street, North Adelaide 5006
- Nestor, Julia Anna, 10 Queen Street, Gawler 5118
- Netting, Keith Cameron, 82 Shepherds Hill Road, Bellevue Heights 5050
- Newberry, Malcolm Craig, 10 Wehl Street North, Mount Gambier 5290
- Nichols, Mark, Port Pirie RHS, P.O. Box 546, Port Pirie 5540
- Ninio, Mark Robert, Suite 105, 107 Walker Street, North Sydney 2060
- Nixon, Karen, 1/55 Spruance Road, Elizabeth East 5122
- Ogston, Stewart McLaren, Pedorthalign Podiatry 5/248 Unley Road, Hyde Park 5061
- Olesen, Barry John, 309 Goodwood Road, Kings Park 5034
- Ormond, Kevin Raymond, 191 Hart Street, Glanville 5019
- Ottaway, Alan James, Suite 5, 14 Druids Avenue, Stirling 5152
- Pearson, Paul Robert, 21 Sturt Avenue, Hawthorndene 5051
- Peek, Brendan, Brooker Medical Clinic, 592 Lower North East Road, Campbelltown 5074
- Penny, Dennis Robert, 21 Sturt Street, Mount Gambier 5290
- Perry, Robert Gerard, 338 Shepherds Hill Road, Blackwood 5051
- Persico, Alojzija Ana, 233 Old South Road, Reynella 5161
- Pickering, Ian David, 314 Glen Osmond Road, Myrtle Bank 5064
- Pickering, John Ronald, 314 Glen Osmond Road, Myrtle Bank 5064
- Pike, Meredith Bronwen, Unit 1, 2A Daws Road, Ascot Park 5043
- Pilkington, Dolores Clare, 5 Mizpah Avenue, Unley 5061
- Piovesan, Rebecca Ann, RRHS, Maddern Street, Berri 5343
- Pogas, Kathy, Womma Road, Virginia 5120
- Pohlner, Amanda Jane, 1/8 Seaview Road, Victor Harbor 5211
- Porcaro, Agostino, 266 Montacute Road, Rostrevor 5073
- Psaromatis, Con, Tusmore Village Medical Centre, 246 Kensington Road, Leabrook 5068
- Ramsey, Dale Somer, Eastern Eyre Community Health & Aged Care, Cleve, S.A. 5640
- Raptopoulos, Eric Aristidis, 246 Kensington Road, Leabrook 5068
- Raybould, Christopher Eric Charles, Adelaide Foot Clinic, 38 Gawler Place, Cnr Rundle Mall, Adelaide 5000
- Reed, Anne Patricia, Main Adelaide-Victor Harbor Road, Mount Jagged 5210
- Reed, Sonia Kaye, Gawler Health Services, P.O. Box 196, Gawler 5118
- Robinson, Genevieve Ann, 14 Johnson Road, Athelstone 5076
- Robinson, Anthony Peter, Flinders Medical Centre, Flinders Drive, Bedford Park 5042
- Rojc, Danielle Bianca, HHAC, Molesworth Street, North Adelaide 5006
- Roscioli, Domenic, 112 Angas Road, Westbourne Park 5041
- Rosenthal, Leonie, 57 Murray Avenue, Renmark 5341
- Rossiter, Alan Alexander, 28 Ives Crescent, Victor Harbor 5211
- Rowe, Nigel Gordon, 32 Payneham Road, Stepney 5069
- Rowlings, Meg-Ann Lewis, Shop 2, 486 Marion Road, Plympton Park 5038
- Ruzehaji, Nadia, 41 Symonds Crescent, Modbury North 5092
- Salerno, Angelo, 130 Stephen Terrace, Gilberton 5081
- Sanderson, Kirsty, 2/51 Stephen Terrace, St Peters 5069
- Sarre, Peter Geoffrey, Suite 2, 174 Payneham Road, Evandale 5069
- Sas, Nicholas, 6 Davis Street, Bordertown 5268
- Scharfbillig, Rolf William, 7 Edwin Avenue, Collinswood 5081
- Schiller-Dunn, Linda E-von, Reynella Sports Injury Clinic, 111 Sherriffs Road, Reynella 5161

Scott, Norman Carr, 387 Brighton Road, Hove 5048
 Scottney-Turbill, Peter, c/o Hampstead Centre, Hampstead Road, Northfield 5085
 Settimo, Antonio, 539 Port Road, West Croydon 5008
 Simon, Jodie, 61 The Parade, Norwood 5067
 Sleep, Rebecca Louise, 27 George Street, Marion 5043
 Smith, Fiona Mary, 150 Thirteenth Street, Mildura 3500
 Smith, Peter John, 2 Reynolds Place, Grange 5022
 Sparvell, Joy, 140 Coast Road, Moonta Bay 5558
 Stefanopoulos, Peter, 335 Gorge Road, Athelstone 5076
 Strachan, Bryce, Mount Gambier Community Health Centre, Wehl Street, Mount Gambier 5290
 Stratton, Shaun Damien, Adelaide Hills Community Health Service, Wellington Road, Mount Barker 5251
 Strobl, Kurt, Port Augusta Hospital & Regional Health Service Inc., Hospital Road, Port Augusta 5700
 Sturman, Bryce, Adelaide Podiatry Group, Tea Tree Plus Shopping Centre, North East Road, Modbury 5092
 Sutcliffe, Hayley Tricia, 10 Langdon Avenue, Clarence Park 5034
 Swalling, Adam, 202 Kensington Road, Marryatville 5068
 Talbot, Michael, Unit 5/248 Unley Road, Hyde Park 5061
 Thiele, Roslyn, 81 Godfrey Terrace, Erindale 5066
 Thomas, Andrea, c/o R.C.H.S., Cornwall Street, Berri 5343
 Thompson, Wendy Maree, c/o R.C.H.S., Cornwall Street, Berri 5343
 Thorn, Karen Lynette, 23 Fairway Avenue, Glenelg North 5045
 Tierney, Marlene Mary, 30 Shelley Avenue, Fulham Gardens 5024
 Tirri, Ben, 61 The Parade, Norwood 5067
 Toh, Christina Elizabeth Su Lin, 18 Thanet Street, Brooklyn Park 5032
 Tonkin, Brenda Margaret, Shop 3, 92-94 Unley Road, Unley 5061
 Tran, Tuy, RRHS Inc., Maddern Street, Berri 5343
 Treloar, Geoffrey John, 1/535 Glynburn Road, Hazelwood Park 5066
 Treloar, Geraldine Mavis, 1/535 Glynburn Road, Hazelwood Park 5066
 Trutwin, Stephen Patrick, 58 Newton Road, Campbelltown 5074
 Tsimiklis, Angela, 232 Magill Road, Beulah Park 5067
 Tsiolis, Eleni, 177 Military Road, Semaphore 5019
 Tunbridge, Julie Anne, 13 Angas Street, Port Lincoln 5606
 Van der Linden, Catherine Patricia, 35 Gardiner Avenue, Warradale 5046
 Van Essen, Andrew Leonard, 32 Payneham Road, Stepney, S.A. 5069
 Varricchio, Peter John, 3 Tenth Street, Gawler 5118
 Venning, Bronwyn Lynn, 2 Elizabeth Street, Tanunda 5352
 Villani, Pellegrino, 91 Young Street, Parkside 5063
 Vincent, Julie Clare, Allcare Medical Centre, 161 Edward Street, Melrose Park 5039
 Vithoukas, Spiro, Tavnick House, 116 Beach Road, Christies Beach 5165
 Wade, Paul Warren, 152 Henley Beach Road, Mile End 5031
 Walker, Christopher Scott, 70 South Terrace, Adelaide 5000
 Walker, Catherine Margaret, Suite 105/107 Walker Street, North Sydney 2060
 Walsh, Briony Megan, 39 Altair Street, Hope Valley 5090
 Warrick, Fraser Jackson, Morphetville Medical Centre, 1st Floor, 520 Anzac Highway, Glenelg East 5045
 Weir, John Leslie, 309 Unley Road, Malvern 5061
 Whisson, Kirsten, 34 Duffield Road, Lallangur, Qld 4503
 Wiadrowski, Sally Anne, 12 Murray Street, Hove 5048
 Wiebelt, Christopher Carl, 4 Gozzard Street, Gawler 5118
 Williams, Sieglinde, 2 Burwood Avenue, Nailsworth 5083
 Williams, Nicola Joanne, 29 Diranta Drive, Ingle Farm 5098
 Wood, Stuart Paul, 21 Norman Street, Port Pirie 5540
 Wurcker, Shirley Gai, 50 George Street, Moonta 5558
 Zadeh, Susan, 77 Henderson Avenue, Pooraka 5095
 Zhirin, Valdamir, 4/60 North East Road, Walkerville 5081

I, James Lyndsay Stewart, hereby certify that the above is a true copy of the Register of Chiropodists kept in accordance with section 22 of the Chiropodists Act 1950.

J. STEWART, Registrar

PORT AUGUSTA CIRCUIT COURT

The Combined Sittings of the Supreme and District Courts of South Australia

Sheriff's Office, Adelaide, 10 January 2001

IN pursuance of a precept from the Supreme Court and the District Court to me directed, I do hereby give notice that the said court will sit as a Court of Oyer and Terminer and General Gaol Delivery at the Courthouse at Port Augusta on the day and time undermentioned and all parties bound to prosecute and give evidence and all jurors summoned and all others having business at the said Court are required to attend the sittings thereof and the order of such business will be unless a Judge otherwise orders as follows:

Monday, 29 January 2001, at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences for all matters listed for disposition by the District Court. Matters listed for disposition before the Supreme Court will be listed for a date to be fixed.

Juries will be summoned for Wednesday, 31 January 2001, and persons will be tried on this and subsequent days of the sittings.

Prisoners in HM Gaol and on bail for sentence and for trial at the sittings of the Port Augusta Courthouse, commencing Monday, 29 January 2001.

<i>Supreme Court</i>		
Scobie, Johnny	Exhibition indecent material to a minor	On bail
Scobie, Johnny	Fail to comply with paedophile restraining order (4)	On bail
<i>District Court</i>		
Baker, Peter David	Providing a benefit to a witness in judicial proceedings	On bail
Phanos, Dean Ron	Possess amphetamine for sale (3); unlawful possession; possess amphetamine and methylamphetamine for sale; possess cannabis for sale (2); possess methylamphetamine for sale (2)	In gaol
Otoole, Peter Wayne	Causing death by dangerous driving; causing bodily harm by dangerous driving	On bail
R	Unlawful sexual intercourse with a person under 12 (6); unlawful sexual intercourse (7)	On bail
D	Taking part in the sale of heroin	In gaol
L	Rape (3)	On bail
Burk, Christopher Scott	Burglary (2)	On bail
Smith, Sharon Elizabeth	Application for enforcement of a breached bond; threatening to cause harm (DCCRM-97-770)	On bail
Kritikos, George Con	Burglary; endangering life; damaging property	On bail
C	Armed robbery; false imprisonment, rape (2)	In gaol
Scott, Brian David	Wounding with intent to do grievous bodily harm	On bail
Baker, John Eric	Prevent person from giving evidence; common assault on person other than family member	In gaol

Carbine, Ronald Wayne	Aggravated serious criminal trespass—residence occupied	On bail	Wilkins, Nicholas John	Act likely to cause harm; threaten life; damage property; unlawfully on premises	On bail
McIntosh, Joan Kathleen	Wounding with intent to do grievous bodily harm	On bail	Long, Robert Martin	Assault occasioning actual bodily harm	On bail
Thatcher, Norman	Non-aggravated serious criminal trespass (place of residence); common assault on person other than family member; estreatment of bail	On bail	Bobridge, Terry Paul	Producing cannabis; taking part in the production of cannabis; possess cannabis for supply; possess cannabis	On bail
Osborne, Paul John	Aggravated serious criminal trespass—residence occupied	On bail	Kake, Linda Elizabeth	Producing a controlled substance; taking part in the production of a controlled substance; possessing a controlled substance; possessing cannabis	On bail
C	Rape	On bail			
M	Unlawful sexual intercourse	On bail			
Dearing, Lance Raymond	Armed robbery	In gaol	L	Unlawful sexual intercourse (7); attempted unlawful sexual intercourse with a person under 12 (2); unlawful sexual intercourse with a person under 12 (3); indecent assault (5); gross indecency (8); inciting a child to commit an indecent act (3); exhibit indecent material to a person (2); procuring an act of gross indecency (2)	On bail
Blayney, Daniel Lloyd	Non-aggravated serious criminal trespass (place of residence); damaging property; common assault on person other than family member; unlawfully on premises	On bail			
Mohammed, Dean Abdul	Aggravated serious criminal trespass (non-residential); drive or use motor vehicle without consent	On bail			
Kelly, Steven Brian	Aggravated serious criminal trespass (non-residential)	On bail	L	Indecent assault (5); gross indecency (8); inciting a child to commit an indecent act (4); exhibit indecent material to a person (3); procuring an act of gross indecency (2); attempted procuring an act of gross indecency	On bail
Yarran, Dale Lawrence	Application for enforcement of a breached bond; threatening another person with a firearm	On bail			
McKenzie, Rex Aaron	Threatening life; assault occasioning actual bodily harm	On bail			
Ogar, Christopher John	Aggravated serious criminal trespass—residence occupied; fail to comply with bail agreement	In gaol			
Gale, Alan Keith	Robbery attempted	On bail			
Warren, Anthony Preston	Aggravated serious criminal trespass (non-residential)	In gaol			
Beattie, Noel Brendon	Aggravated serious criminal trespass (non-residential) (3)	On bail			
Fitzgibbons, Shannon	Arson	On bail			
Camblin, Matthew Craig	Drive or use motor vehicle without consent; endangering life (3)	In gaol			
Camblin, Mathew Craig	Armed robbery	In gaol			
Collard, Maxwell	Endangering life (3); fail to comply with bail agreement	In gaol			
Wilton, Carl Clifford	Damaging property; false imprisonment	On bail			
Wohling, Trevor	Possessing a controlled substance for sale; possess equipment to administer (amphetamine)	On bail			
Burd, Daniel James	False imprisonment; unlawful wounding	In gaol			
Benbolt, Derek Maxwell	Burglary (3); drive or use motor vehicle without consent (5); interfere with motor vehicle without consent (2)	In gaol			
Green, Robert Wayne	Aggravated serious criminal trespass—residence occupied	On bail			
Phillips, Neville George	Causing death by dangerous driving	On bail			
G	Unlawful sexual intercourse with a person under 12 (2); gross indecency; indecent assault (2); unlawful sexual intercourse by guardian or teacher	On bail			

Prisoners on bail must surrender at 10 a.m. of the day appointed for their respective trials. If they do not appear when called upon their recognizances and those of their bail will be estreated and a bench warrant will be issued forthwith.

By Order of the Court,

W. T. GOODES, Sheriff

CRIMINAL LAW (FORENSIC PROCEDURES) ACT 1998

Forensic Procedures

NOTICE is hereby given that the Police Officers appearing below are qualified to carry out forensic procedures of the relevant type, pursuant to section 33 of the Criminal Law (Forensic Procedures) Act 1998 as at 15 December 2000:

Stephen Paul Bamford
Franco Carlo Barbarioli
Leslie Quentin Edwards
Andrew Melvyn John Fowler
Teresa Marie Heath
Christopher Drew Holland
Anthony Martin Laing
Antonietta Albina Meneghetti
Jacqueline Toni Roads
Anthony Charles Rowe
Christopher John Sanders
Peter Mark Thomas
Stephen William Tully
Theodore Maria Van Dijk

Dated 11 January 2001.

R. BROKENSHIRE, Minister for Police, Correctional Services and Emergency Services

DEVELOPMENT ACT 1993, SECTION 27 (1): DISTRICT COUNCIL OF YORKE PENINSULA—CENTRAL YORKE PENINSULA (DC), MINLATON (DC), WAROOKA (DC) AND YORKETOWN (DC) DEVELOPMENT PLANS—GENERAL PLAN AMENDMENT

Preamble

The Minister for Transport and Urban Planning has approved the amendment entitled 'District Council of Yorke Peninsula—Central Yorke Peninsula (DC), Minlaton (DC), Warooka (DC) and Yorketown (DC) Development Plans—General 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 18 January 2001, as the day on which it will come into operation.

Dated 18 January 2001.

E. J. NEAL, Governor

MTUP CAB 55/00CS

DEVELOPMENT ACT 1993, SECTION 27 (5): DISTRICT COUNCIL OF GRANT—AMALGAMATION OF MOUNT GAMBIER (DC) AND PORT MACDONNELL (DC) DEVELOPMENT PLANS—GENERAL PLAN AMENDMENT

Preamble

Pursuant to section 27 (3) (b) of the Development Act 1993, the Environment, Resources and Development Committee of Parliament has suggested amendments to the Development Plan, recently consolidated by the District Council of Grant—Amalgamation of Mount Gambier (DC) and Port MacDonnell (DC) Development Plans—General Plan Amendment.

Following this, pursuant to section 27 (5) (a), it is necessary to amend the relevant Development Plan.

NOTICE

PURSUANT to section 27 (5) of the Development Act 1993, I, the Governor with the advice and consent of the Executive Council, declare the amendment, as attached, to be an authorised amendment to the District Council of Grant Development Plan, and fix 18 January 2001, as the day on which it will come into operation.

Dated 18 January 2001.

E. J. NEAL, Governor

MTUP CAB 67/99

ENVIRONMENT PROTECTION AUTHORITY

Exemption

THE Environment Protection Authority has issued to Amministrazione San Pellegrino Matire Incorporated an exemption from the Environment Protection (Industrial Noise) Policy 1994 with respect to a religious festival at St Ignatius College and Church, Norwood on 20 January 2001 and 21 January 2001.

All entertainment including encores shall cease by midnight.

At all other times, noise emissions from the festival must comply with the Environment Protection Act 1993 and the Environment Protection (Industrial Noise) Policy 1994.

G. HOCKING, Senior Environment Licensing Officer

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Rolf Czabayski, 5 Willowbridge Grove, Burnside, S.A. 5066 (hereinafter referred to as the 'permit holder') is exempt from Regulation 35C of the Fisheries (General) Regulations 1984, in that the permit holder shall not be guilty of an offence when using berley within the waters specified in Schedule 1 to attract white sharks (*Carcharodon carcharias*) for the purpose of cage viewing only (hereinafter referred to as the 'permitted activity'), subject to the conditions specified in Schedule 2, for the dates specified in Schedule 3.

SCHEDULE 1

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

Note: During Australian Sea lion breeding periods, permits will not be provided for eight months. This period will begin eight weeks after the appearance of the first pups. Popping commenced at Dangerous Reef in September 2000 and permits will not be issued for the above period at this location.

SCHEDULE 2

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

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

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

4. The permit holder shall allow an officer of the DEH or nominee to be present on board the boat during the permitted activities if requested and subject to negotiation and availability of space.

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

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

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

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

9. The permit holder must maintain a log whilst engaged in the permitted activity which includes the date and location, number of passengers, number of hours berleying, number of sharks observed and any other relevant observations or comments. Records must be kept in a form determined by the operators association in conjunction with CSIRO Marine Research Unit and endorsed by the Minister for Environment and Heritage. A copy of the log must be provided to the relevant DEH office within 14 days of each calendar month. Failure to submit a log within the agreed time period may preclude the provision of future permits until such outstanding logs are received by the relevant DEH office.

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

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

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

SCHEDULE 3

Dates permitted to berley:

20 to 23 January 2001
26 to 28 January 2001

Dated 11 January 2000.

T. GERSCHWITZ, Acting Manager, Parks and Wildlife West.

FISHERIES ACT 1982

MARINE TUNA FARMING LICENCE FB00001

PREVIOUS LICENCE NO. F608

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 Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Emily Krstina (Australia) Pty Ltd (13053)
P.O. Box 792
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 Schedule 2 of this licence.

6. Sea Cages

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. Location of Sea Cages

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. Marking and Maintaining the Site

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. Site Inspection and Supervision

The licensee:

- 9.1 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
- 9.2 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.

10. Fees and Returns

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. Compliance With Relevant Laws

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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

- 11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. 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.

17. Default by Licensee and Termination

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

- 17.1 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

- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or

- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

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

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

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

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

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

- 17.4.5 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

- 17.5 if the licensee is an individual, the licensee:

- 17.5.1 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

- 17.5.2 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.

18. Interpretation

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

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

- 18.2 any wording importing a gender shall include all other genders;

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

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

- 18.5 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;

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

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

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

19. *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.

20. *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.

21. *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.

22. *Waiver*

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. *Notices*

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Emily Krstina (Australia) Pty Ltd (ACN 060 571 708) was hereunto affixed in the presence of:

(L.S.) T. SANTIC, Director
C. SANTIC, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
586382E 6156505N	8
586048E 6156740N	
586156E 6156896N	
586487E 6156663N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less the 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

*Permitted Farming Methods**Sea Cages**Stocking Rates*

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

The maximum weight of fish introduced into the site must not exceed 25 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 8 at \$49 each.....	392.00
TEMP Environmental Monitoring Fee per hectare 8 at \$164 each.....	1 312.00
Base Licence Fee per hectare 8 at \$228 each.....	1 824.00
Fisheries Research and Development Corporation per hectare 8 at \$364 each.....	2 912.00
Total Annual Licence Fee	6 440.00
Quarterly Instalments.....	1 610.00

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 TUNA FARMING LICENCE FB00002

PREVIOUS LICENCE NO. F600

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 Schedule 2 of this licence ('the permitted species') the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Fishing Enterprises Pty Ltd (13227)
Tuna Growers Pty Ltd (13231)
P.O. Box 1073
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 Schedule 2 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
- 11.2.1 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
- 11.2.2 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.

12. *Public Risk Indemnity*

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.

13. *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.

14. *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.

15. *Guarantee or Indemnity Scheme*

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. *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.

17. *Default by Licensee and Termination*

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
- 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 17.4.2 an order is made for the winding up or liquidation of the licensee;
- 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 17.4.5 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

- 17.5 if the licensee is an individual, the licensee:
- 17.5.1 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
- 17.5.2 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.

18. Interpretation

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. 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.

20. 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.

21. 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.

22. Waiver

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. Notices

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Fishing Enterprises Pty Ltd (ACN 008 131 235) was hereunto affixed in the presence of:

(L.S.) S. SARIN, Director

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
583950E 6158186N	20
584092E 6157815N	
583621E 6157649N	
583476E 6158024N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

The maximum weight of fish introduced into the site must not exceed 162 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 20 at \$49 each	980.00
TEMP Environmental Monitoring Fee per hectare 20 at \$164 each	3 280.00
Base Licence Fee per hectare 20 at \$228 each.....	4 560.00
Fisheries Research and Development Corporation per hectare 20 at \$364 each.....	7 280.00
Total Annual Licence Fee	16 100.00
Quarterly Instalments.....	4 025.00

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 TUNA FARMING LICENCE FB00003

PREVIOUS LICENCE NO. F601

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 Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Rocky Island Industries Pty Ltd (13980)
Southern Bluefin Farmers Pty Ltd (13628)
62 Lincoln Highway
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 Schedule 2 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;

- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:

- 11.2.1 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

- 11.2.2 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.

12. *Public Risk Indemnity*

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.

13. *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.

14. *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.

15. *Guarantee or Indemnity Scheme*

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. *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.

17. *Default by Licensee and Termination*

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
- 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 17.4.2 an order is made for the winding up or liquidation of the licensee;
- 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 17.4.5 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
- 17.5 if the licensee is an individual, the licensee:
- 17.5.1 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
- 17.5.2 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.

18. Interpretation

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. 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.

20. 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.

21. 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.

22. Waiver

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. Notices

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Southern Bluefin Farmers Pty Ltd (ACN 056 814 343) was hereunto affixed in the presence of:

(L.S.) S. LUKIN, Director
Z. LUKIN, Secretary

The Common Seal of Rocky Island Fisheries Pty Ltd (ACN 007 779 615) was hereunto affixed in the presence of:

(L.S.) S. SAVIN, Director

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
586597E 6154606N	20
586400E 6154264N	
585971E 6154499N	
586170E 6154841N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

The maximum weight of fish introduced into the site must not exceed 162 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 20 at \$49 each.....	980.00
TEMP Environment Monitoring Fee per hectare 20 at \$164 each.....	3 280.00
Base Licence Fee per hectare 20 at \$228 each	4 560.00
Fisheries Research and Development Corporation (Classified Area) per hectare 20 at \$364 each	7 280.00
Total Annual Licence Fee	16 100.00
Quarterly Instalments.....	4 025.00

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 TUNA FARMING LICENCE FB00004

PREVIOUS LICENCE NO. F603

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 Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Southern Bluefin Tuna Farmers Pty Ltd (13046)
Tuna Farmers Pty Ltd (13074)
P.O. Box 2013
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 Schedule 2 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;

8.3 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

8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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
 - 11.2.2 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.

12. *Public Risk Indemnity*

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.

13. *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.

14. *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.

15. *Guarantee or Indemnity Scheme*

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. *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.

17. *Default by Licensee and Termination*

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
 - 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 17.4.2 an order is made for the winding up or liquidation of the licensee;
 - 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 17.4.5 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
- 17.5 if the licensee is an individual, the licensee:
 - 17.5.1 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

17.5.2 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.

18. *Interpretation*

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. *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.

20. *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.

21. *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.

22. *Waiver*

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. *Notices*

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

- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.

- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Southern Bluefin Tuna Farmers Pty Ltd (ACN 058 101 947) was hereunto affixed in the presence of:

(L.S.) D. LUKIN, Director
N. BORLASE, Secretary

The Common Seal of Tuna Farmers Pty Ltd (ACN 054 943 172) was hereunto affixed in the presence of:

(L.S.) D. LUKIN, Director
N. BORLASE, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
584541E 6156850N	20
584684E 6156480N	
584219E 6156303N	
584077E 6156673N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less the 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

The maximum weight of fish introduced into the site must not exceed 162 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 20 at \$49 each.....	980.00
TEMP Environmental Monitoring Fee per hectare 20 at \$164 each.....	3 280.00
Base Licence Fee per hectare 20 at \$228 each.....	4 560.00
Fisheries Research and Development Corporation (Classified Area) per hectare 20 at \$364 each.....	7 280.00
Total Annual Licence Fee.....	16 100.00
Quarterly Instalments.....	4 025.00

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.
- 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 Schedule 2 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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

FISHERIES ACT 1982

MARINE TUNA FARMING LICENCE FB00008

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 Schedule 2 of this licence ('the permitted species') the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Fishing Enterprises Pty Ltd (13227)
Billy Lights Point
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;

- 11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. 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.

17. Default by Licensee and Termination

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

- 17.1 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

- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or

- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

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

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

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

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

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

- 17.4.5 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

- 17.5 if the licensee is an individual, the licensee:

- 17.5.1 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

- 17.5.2 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.

18. Interpretation

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

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

- 18.2 any wording importing a gender shall include all other genders;

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

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

- 18.5 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;

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

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

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

19. *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.

20. *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.

21. *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.

22. *Waiver*

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. *Notices*

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Fishing Enterprises Pty Ltd (ACN 008 131 235) was hereunto affixed in the presence of:

(L.S.) S. SARIN, Director

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
588016E 6162075N	30
588676E 6161977N	
588610E 6161532N	
587950E 6161630N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less the 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

*Permitted Farming Methods**Sea Cages**Stocking Rates*

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

The maximum weight of fish introduced into the site must not exceed 400 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 30 at \$49 each	1 470.00
TEMP Environmental Monitoring Fee per hectare 30 at \$164 each	4 920.00
Base Licence Fee per hectare 30 at \$228 each	6 840.00
Fisheries Research and Development Corporation per hectare 30 at \$364 each	10 920.00
Total Annual Licence Fee	24 150.00
Quarterly Instalments	6 037.50

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 TUNA FARMING LICENCE FB00009

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 Schedule 2 of this licence ('the permitted species') the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Fishing Enterprises Pty Ltd (13227)
Billy Lights Point
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 Schedule 2 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. Site Inspection and Supervision

The licensee:

- 9.1 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
- 9.2 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.

10. Fees and Returns

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. Compliance With Relevant Laws

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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
 - 11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. 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.

17. Default by Licensee and Termination

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
 - 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 17.4.2 an order is made for the winding up or liquidation of the licensee;
 - 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 17.4.5 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
- 17.5 if the licensee is an individual, the licensee:
 - 17.5.1 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
 - 17.5.2 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.

18. Interpretation

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. 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.

20. 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.

21. 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.

22. Waiver

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. Notices

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 23.1.1 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);
 - 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

23.1.3 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.

23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Fishing Enterprises Pty Ltd (ACN 008 131 235) was hereunto affixed in the presence of:

(L.S.) S. SARIN, Director

SCHEDULE 1**Item 1—The Site**

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
586561E 6160681N	30
587137E 6161016N	
587363E 6160627N	
586786E 6160292N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

*Permitted Farming Methods**Sea Cages**Stocking Rates*

The maximum weight of fish introduced into the site must not exceed 400 tonnes in total during the term of the licence.

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 30 at \$49 each.....	1 470.00
TEMP Environmental Monitoring Fee per hectare 30 at \$164 each.....	4 920.00
Base Licence Fee per hectare 30 at \$228 each.....	6 840.00
Fisheries Research and Development Corporation per hectare 30 at \$364 each.....	10 920.00
Total Annual Licence Fee.....	24 150.00
Quarterly Instalments.....	6 037.50

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 TUNA FARMING LICENCE FB00010

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 Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Emily Krstina (Australia) Pty Ltd (13053)
P.O. Box 792
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 Schedule 2 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. Location of Sea Cages

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. Marking and Maintaining the Site

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. Site Inspection and Supervision

The licensee:

- 9.1 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
- 9.2 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.

10. Fees and Returns

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. Compliance With Relevant Laws

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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
 - 11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. 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.

17. Default by Licensee and Termination

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
 - 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 17.4.2 an order is made for the winding up or liquidation of the licensee;
 - 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

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

17.4.5 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

17.5 if the licensee is an individual, the licensee:

17.5.1 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

17.5.2 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.

18. Interpretation

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

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

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

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

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

18.5 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;

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

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

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

19. 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.

20. 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.

21. 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.

22. Waiver

22.1 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.

22.2 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.

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

23. Notices

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

23.1.1 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);

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

23.1.3 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.

23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Emily Krstina (Australia) Pty Ltd (ACN 060 571 708) was hereunto affixed in the presence of:

(L.S.) T. SANTIC, Director

C. SANTIC, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
589078E 6160618N	30
589634E 6160846N	
589824E 6160383N	
589269E 6160155N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum weight of fish introduced into the site must not exceed 400 tonnes in total during the term of the licence.

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 30 at \$49 each.....	1 470.00
TEMP Environmental Monitoring Fee per hectare 30 at \$164 each.....	4 920.00
Base Licence Fee per hectare 30 at \$228 each.....	6 840.00
Fisheries Research and Development Corporation per hectare 30 at \$364 each.....	10 920.00
Total Annual Licence Fee	24 150.00
Quarterly Instalments.....	6 037.50

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 TUNA FARMING LICENCE FB00017

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 Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Tuna Fisheries Pty Ltd (13912)
 Blaslov Tuna Farm Pty Ltd (14035)
 Sarunic & Sons Pty Ltd (13034)
 1 North Quay Boulevard
 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 Schedule 2 of this licence;
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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
 - 11.2.2 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.

12. *Public Risk Indemnity*

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.

13. *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.

14. *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.

15. *Guarantee or Indemnity Scheme*

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. *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.

17. Default by Licensee and Termination

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
 - 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 17.4.2 an order is made for the winding up or liquidation of the licensee;
 - 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 17.4.5 a mortgagee, chargee or other encumbrance is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 17.5 if the licensee is an individual, the licensee:
 - 17.5.1 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
 - 17.5.2 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.

18. Interpretation

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;

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

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

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

19. 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.

20. 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.

21. 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.

22. Waiver

22.1 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.

22.2 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.

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

23. Notices

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

23.1.1 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);

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

23.1.3 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.

23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Tuna Fisheries Pty Ltd (ACN 007 628 542) was hereunto affixed in the presence of:

(L.S.) M. STEHR, Director
G. CHILLINGWORTH, Secretary

The Common Seal of Blaslov Tuna Farm Pty Ltd (ACN 071 637 164) was hereunto affixed in the presence of:

(L.S.) P. NELLIGAN, Director
S. SCARFE, Secretary

The Common Seal of Sarunic & Sons Pty Ltd (ABN 53 678 415 687) was hereunto affixed in the presence of:

(L.S.) J. SARUNIC, Director
A. SARUNIC, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
594576E 6170835N	20
594580E 6171334N	
594180E 6171338N	
594175E 6170839N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less the 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m².

Seven seacages each with a maximum diameter of 40 m.

The maximum weight of fish introduced into the site must not exceed 240 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 20 at \$49 each.....	980.00
TEMP Environmental Monitoring Fee per hectare 20 at \$164 each.....	3 280.00
Base Licence Fee per hectare 20 at \$228 each.....	4 560.00
Fisheries Research and Development Corporation per hectare 20 at \$364 each.....	7 280.00
Total Annual Licence Fee.....	16 100.00
Quarterly Instalments.....	4 025.00

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.

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 General Manager Aquaculture within 60 days after the grant of the Licence by the Minister.

FISHERIES ACT 1982

MARINE TUNA FARMING LICENCE FB00026

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 Schedule 2 of this licence ('the permitted species') the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Fishing Enterprises Pty Ltd (13227)
Billy Lights Point,
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 Schedule 2 of this licence.

5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this Licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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

- 11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. 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.

17. Default by Licensee and Termination

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

- 17.1 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

- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or

- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

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

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

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

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

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

- 17.4.5 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

- 17.5 if the licensee is an individual, the licensee:

- 17.5.1 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

- 17.5.2 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.

18. Interpretation

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

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

- 18.2 any wording importing a gender shall include all other genders;

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

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

- 18.5 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;

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

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

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

19. *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.

20. *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.

21. *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.

22. *Waiver*

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. *Notices*

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Fishing Enterprises Pty Ltd (ACN 008 131 235) was hereunto affixed in the presence of:

(L.S.) S. SARIN, Director

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
590238E 6162678N	30
590898E 6162580N	
590832E 6162135N	
590172E 6162233N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less the 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

*Permitted Farming Methods**Sea Cages**Stocking Rates*

The maximum weight of fish introduced into the site must not exceed 400 tonnes in total during the term of the licence.

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

Fourteen seacages each with a maximum diameter of 40 m.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 30 at \$49.00 each.....	1 470.00
TEMP Environmental Monitoring Fee per hectare 30 at \$164.00 each.....	4 920.00
Base Licence Fee per hectare 30 at \$228 each.....	6 840.00
Fisheries Research and Development Corporation per hectare 30 at \$364 each.....	10 920.00
Total Annual Licence Fee.....	24 150.00
Quarterly Instalments.....	6 037.50

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.

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 General Manager Aquaculture within 60 days after the grant of the Licence by the Minister.

FISHERIES ACT 1982

MARINE TUNA FARMING LICENCE FB00027

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 Schedule 2 of this licence ('the permitted species') the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

S. & Z. Lukin Pty Ltd (19697)
62 Lincoln Highway
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 Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this Licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and

- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. Location of Sea Cages

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. Marking and Maintaining the Site

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. Site Inspection and Supervision

The licensee:

- 9.1 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
- 9.2 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.

10. Fees and Returns

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. Compliance With Relevant Laws

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
- 11.2.1 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
- 11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. 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.

17. Default by Licensee and Termination

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

- 17.4 if the licensee is a body corporate, any of the following occur:
- 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 17.4.2 an order is made for the winding up or liquidation of the licensee;
- 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 17.4.5 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

- 17.5 if the licensee is an individual, the licensee:
- 17.5.1 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
- 17.5.2 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.

18. Interpretation

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. 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.

20. 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.

21. 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.

22. Waiver

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. Notices

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of S. & Z Lukin Pty Ltd (ACN 007 688 806) was hereunto affixed in the presence of:

(L.S.) S. LUKIN, Director
Z. LUKIN, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
592435E 6160039N	
592720E 6159345N	
592350E 6159193N	
592065E 6159887N	30

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum weight of fish introduced into the site must not exceed 400 tonnes in total during the term of the licence.

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

Fourteen seacages each with a maximum diameter of 40 m.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 30 at \$49.00 each.....	1 470.00
TEMP Environmental Monitoring Fee per hectare 30 at \$164.00 each.....	4 920.00
Base Licence Fee per hectare 30 at \$228 each.....	6 840.00
Fisheries Research and Development Corporation per hectare 30 at \$364 each.....	10 920.00
Total Annual Licence Fee.....	24 150.00
Quarterly Instalments.....	6 037.50

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.

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 General Manager Aquaculture within 60 days after the grant of the Licence by the Minister.

FISHERIES ACT 1982

MARINE TUNA FARMING LICENCE FB00029

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 Schedule 2 of this licence ('the permitted species') the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Tuna Farmers Pty Ltd (13074)
Proper Bay 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 Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this Licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;

- 8.3 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

- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 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
 - 11.2.2 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.

12. *Public Risk Indemnity*

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.

13. *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.

14. *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.

15. *Guarantee or Indemnity Scheme*

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 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.

16. *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.

17. *Default by Licensee and Termination*

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

- 17.1 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
- 17.2 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 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
 - 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 17.4.2 an order is made for the winding up or liquidation of the licensee;
 - 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 17.4.5 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
- 17.5 if the licensee is an individual, the licensee:
 - 17.5.1 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

17.5.2 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.

18. *Interpretation*

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

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;
- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 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;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. *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.

20. *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.

21. *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.

22. *Waiver*

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. *Notices*

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 23.1.1 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);

- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 deemed to be duly served or made in the following circumstances:
- if delivered, upon delivery;
 - if sending by mail, upon posting;
 - 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.

- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Tuna Farmers Pty Ltd (ACN 054 943 172) was hereunto affixed in the presence of:

(L.S.) D. LUKIN, Director
N. BORLASE, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
588980E 6166762N	20
589426E 6166763N	
589426E 6166316N	
588980E 6166315N	

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:

- (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
- (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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

Eight sea cages each with a maximum diameter of 40 m.

The maximum weight of fish introduced into the site must not exceed 300 tonnes in total during the term of the licence.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 20 at \$49.00 each.....	980.00
TEMP Environmental Monitoring Fee per hectare 20 at \$164.00 each.....	3 280.00
Base Licence Fee per hectare 20 at \$228 each.....	4 560.00
Fisheries Research and Development Corporation per hectare 20 at \$364 each.....	7 280.00
Total Annual Licence Fee.....	16 100.00
Quarterly Instalments.....	4 025.00

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.

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 General Manager Aquaculture within 60 days after the grant of the Licence by the Minister.

FISHERIES ACT 1982

MARINE TUNA FARMING LICENCE FB00030

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 Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Australian Tuna Fisheries Pty Ltd (13912)
1 North Quay Boulevard
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 Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 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;
- 8.3 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
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 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
- 9.2 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.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 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.

11. *Compliance With Relevant Laws*

- 11.1 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;

11.2 in particular, without derogating from the general requirement under condition 11 of this licence:

11.2.1 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

11.2.2 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.

12. Public Risk Indemnity

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.

13. 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.

14. 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.

15. Guarantee or Indemnity Scheme

The licensee must either:

15.1 provide a guarantee from its bankers; or

15.2 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.

16. 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.

17. Default by Licensee and Termination

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

17.1 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

17.2 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 17.1 notwithstanding rectification of the previous breach or default; or

17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

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

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

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

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

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

17.4.5 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

17.5 if the licensee is an individual, the licensee:

17.5.1 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

17.5.2 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.

18. Interpretation

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

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

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

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

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

18.5 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;

- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. 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.

20. 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.

21. 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.

22. Waiver

- 22.1 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.
- 22.2 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.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. Notices

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 23.1.1 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);
- 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 23.1.3 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.
- 23.2 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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

The Common Seal of Australian Bluefin Fisheries Pty Ltd was hereunto affixed in the presence of:

(L.S.) M. STEHR, Director
G. CHILLINGWORTH, Secretary

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
594120E 6168717N	20
594124E 6169215N	
593724E 6169220N	
593719E 6168721N	

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 possible danger to navigation, 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.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'FB number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'FB number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less the 8 equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

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.

Southern Bluefin Tuna (*Thunnus maccoyii*)

Permitted Farming Methods

Sea Cages

Stocking Rates

The maximum stocking density of fish introduced into the site must not exceed 4 kg/m³.

Seven seacages each with a maximum diameter of 40 m.

The maximum weight of fish introduced to the site must not exceed 240 tonnes in total during the term of the licence.

The maximum stocking rate of Southern Bluefin Tuna (*Thunnus maccoyii*) held on the site must not exceed 4 kg/m³ or the maximum stocking rate of other finfish held on the site must not exceed 10kg/m³.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
ESD Study (Seafood Council) per hectare 20 at \$49 each.....	980.00
TEMP Environmental Monitoring Fee Fee per hectare 20 at \$164 each.....	3 280.00
Base Licence Fee per hectare 20 at \$228 each.....	4 560.00
Fisheries Research and Development Corporation per hectare 20 at \$364 each.....	7 280.00
Total Annual Licence Fee	16 100.00
Quarterly Instalments.....	4 025.00

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.

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 General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00038
(PREVIOUS LICENCE NO. F563)

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') Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

William J. Stenson (11942)
Post Office
Wangary, 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 7 December 2000.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said W. STENSON

In the presence of: J. STENSON, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
543303E 6168680N	2.56
543387E 6168585N	
543540E 6168699N	
543445E 6168806N	

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 (4 months at 4 ha and 8 months at 2.56 ha) at \$9.50 each.....	28.88
EMP Fee per hectare (4 months at 4 ha and 8 months at 2.56 ha) at \$17.70 each.....	53.80
Base Licence Fee per hectare (4 months at 4 ha and 8 months at 2.56 ha) at \$66 each.....	200.64
SASQAP (Classified Area) per hectare (4 months at 4 ha and 8 months at 2.56 ha) at \$80 each	243.20
Total Annual Licence Fee	526.52
Quarterly Instalments.....	131.63

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 FM00117
(PREVIOUS LICENCE NO. F793)

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, Natural Resources and Regional Development ('the Minister') hereby grants to:

David J. McCarthy (19769)
Stephen R. Langford (19832)
Barbara L. Langford (19833)
Dorothea E. McCarthy (19830)
79 Marnie Avenue,
Christies Beach, S.A. 5165

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 9 January 2001.

I. NIGHTINGALE, General Manager Aquaculture

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

Signed by the said S. LANGFORD
and B. LANGFORD

In the presence of: L. CANHAM, Witness

Signed by the said D. GIBB

and D. MCCARTHY

In the presence of: B. STAWIARSKI, Witness

Signed by the said S. LANGFORD

In the presence of: L. CANHAM, Witness

Signed by the said B. LANGFORD

In the presence of: L. CANHAM, Witness

SCHEDULE 1
Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
396478E 6415885N	2
396578E 6415881N	
396570E 6415681N	
396470E 6415685N	

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
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 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:

- 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: SECTION 59

TAKE notice that, pursuant to Section 59 of the Fisheries Act 1982, Adinor Pty Ltd (12886) (or his agent) (hereinafter referred to as the 'exemption holder'), Box 529, Virginia, S.A. 5120 shall not be guilty of an offence when engaging in the activities and to do the acts specified in Schedule 1 subject to the conditions specified in Schedule 2 from the date of gazettal of this exemption until revoked by the Director of Fisheries.

SCHEDULE 1

The importation and release of:

Barramundi *Lates calcarifer*
 Macquarie Perch *Macquaria australasica*
 Mangrove Jack *Lutjanus Argentimaculatus*
 Grunter, Barcoo *Scorcorotum barcoo*
 Bass, Australian *Macquaria novemmaculatus*
 Cod, sleepy *Oxyeleotris lineolatus*

into tanks located at Allotment 3, DP 26385, Hundreds of Munno Para and Para Wirra.

SCHEDULE 2

1. The exemption holder must maintain adequate security arrangements to prevent escapement of fish (ova, fry, or adult) into any South Australian waters.

2. Fish obtained within South Australia for use on the registered fish farm must be obtained from registered fish farmers, licensed fishers or other persons approved by the Director of Fisheries.

3. Fish must not be collected from rivers, streams, lakes or other inland waters of this State unless prior approval for this collection is granted by the Director of Fisheries.

4. The exemption holder must not import any live fish (ova, fry, or adult) into South Australia unless the shipment has certification from an appropriate authority in the State from which they are obtained that they are free from all relevant notifiable diseases listed in Schedule 4 of the Fisheries (Exotic Fish, Fish Farming and Fish Diseases) Regulations 1984.

5. The exemption holder must not contravene or fail to comply with the Fisheries Act 1982 or any regulations made under the Act, except where specifically permitted by this notice.

6. The exemption holder must retain the copy of this permit which has been supplied by the Director of Fisheries, and if requested by a PIRSA Fisheries and Aquaculture Compliance Officer, produce that permit for inspection.

7. The fish farmer must report all notifiable diseases to the General Manager Aquaculture.

8. The fish farmer must monitor farm fish mortalities and notify the General Manager Aquaculture of a mortality rate over 5% in 24 hours.

Dated 16 January 2001.

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

FT00524

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Bruce R. Hay (1476) and Denise M. Hay (20026) (or their agent) (hereinafter referred to as the 'exemption holder'), 24 Warilda Crescent, Hallett Cove, S.A. 5158, shall not be guilty of an offence when engaging in the activities and to do the acts specified in Schedule 1 subject to the conditions specified in Schedule 2 from the date of gazettal of this exemption until revoked by the Director of Fisheries.

SCHEDULE 1

The importation and release of:

Barramundi *Lates calcarifer*
 Bream, Yellowfin *Acanthopagrus australis*

into tanks located at section 61 in the Hundred of Noarlunga.

SCHEDULE 2

1. The exemption holder must maintain adequate security arrangements to prevent escapement of fish (ova, fry, or adult) into any South Australian waters.

2. Fish obtained within South Australia for use on the registered fish farm must be obtained from registered fish farmers, licensed fishers or other persons approved by the Director of Fisheries.

3. Fish must not be collected from rivers, streams, lakes or other inland waters of this State unless prior approval for this collection is granted by the Director of Fisheries.

4. The exemption holder must not import any live fish (ova, fry, or adult) into South Australia unless the shipment has certification from an appropriate authority in the State from which they are obtained that they are free from all relevant notifiable diseases listed in Schedule 4 of the Fisheries (Exotic Fish, Fish Farming and Fish Diseases) Regulations 1984.

5. The exemption holder must not contravene or fail to comply with the Fisheries Act 1982 or any regulations made under the Act, except where specifically permitted by this notice.

6. The exemption holder must retain the copy of this permit which has been supplied by the Director of Fisheries, and if requested by a PIRSA Fisheries and Aquaculture Compliance Officer, produce that permit for inspection.

7. The fish farmer must report all notifiable diseases to the General Manager Aquaculture.

8. The fish farmer must monitor farm fish mortalities and notify the General Manager Aquaculture of a mortality rate over 5% in 24 hours.

Dated 16 January 2001.

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

FT00669

NATIONAL PARKS REGULATIONS 1990

Closure of the Dutchman's Stern Conservation Park

PURSUANT to Regulation 7 (3) (c) of the National Parks Regulations, I, Lindsay Best, the Director of National Parks and Wildlife, close to the public the whole of the Dutchman's Stern Conservation Park from 6.24 a.m. on Sunday, 21 January 2001, to 8.28 p.m. on Thursday, 25 January 2001.

The purpose of this closure is to ensure the safety of the public during training exercises being conducted in the reserve by the South Australian Police Force and involves the use of firearms and includes feral animal culling.

Use of Firearms within the Reserve

Pursuant to Regulations 7 (4), 18 (1) and 37 of the National Parks Regulations, I, Lindsay Best, the Director of National Parks and Wildlife grant permission to members of the South Australian Police Force permitted by law to carry a firearm to enter and remain in the Dutchman's Stern Conservation Park for the purpose of conducting a training exercise and the taking of feral animals during the period from 6.24 a.m. on Sunday, 21 January 2001, until 8.28 p.m. on Thursday, 25 January 2001.

This permission is conditional upon the observance by each of those persons of the requirements of the National Parks and Wildlife Act 1972, the National Parks Regulations 1990, and the Hunting Regulations 1975, including those requiring compliance with the directions, requests, requirements and orders of Wardens.

Dated 5 January 2001.

L. BEST, Director National Parks and Wildlife

GEOGRAPHICAL NAMES ACT 1991

FOR PUBLIC CONSULTATION

Notice of Intention to Assign Boundaries and Names to Places

NOTICE is hereby given pursuant to the provisions of the above Act, that the Minister for Administrative and Information Services seeks public comment on a proposal to assign the names FLINDERS CHASE, CAPE BORDA, DE MOLE RIVER, WESTERN RIVER, GOSSE KARATTA, STUN'SAIL BOOM, VIVONNE BAY, NEWLAND, DUNCAN, MIDDLE RIVER, STOKES BAY, CASSINI, PARNDARNA, SEDDON, SEAL BAY, MACGILLIVRAY, BIRCHMORE, KOHINOOR, MENZIES, WISANGER, EMU BAY, NORTH CAPE, BAY OF SHOALS, KINGSCOTE, BROWNLOW, CYGNET RIVER, NEPEAN BAY, HAINES, D'ESTREES BAY, MUSTON, BALLAST HEAD, AMERICAN RIVER, SAPPHIRETOWN, ISLAND BEACH, PELICAN LAGOON, DUDLEY WEST, BROWN BEACH, BAUDIN, KANGAROO HEAD, PENNESHAUW, IRONSTONE, DUDLEY EAST, WILSON RIVER, PORKY FLAT, WILLOUGHBY, ANTECHAMBER BAY and CUTLEFISH BAY to those areas within the Kangaroo Island Council and shown numbered 1 to 48 on Rack Plan 801.

Copies of Rack Plan 801 can be viewed at the office of the Surveyor-General, 101 Grenfell Street, Adelaide, or at the offices of Kangaroo Island Council.

Submissions in writing regarding this proposal may be lodged with the Secretary, Geographical Names Advisory Committee, 50 Grenfell Street, Adelaide (G.P.O. Box 1354, Adelaide, S.A. 5001) within one month of the publication of this notice.

Dated 2 January 2001.

P. M. KENTISH, Surveyor-General, Department
for Administrative and Information Services

DEHAA 04/0068

GEOGRAPHICAL NAMES ACT 1991

FOR PUBLIC CONSULTATION

Notice of Intention to Assign Names and Boundaries to Places

NOTICE is hereby given pursuant to the provisions of the above Act, that the Minister for Administrative and Information Services seeks public comment on a proposal to assign the names WITERA, MOUNT COOPER, COLLEY, INKSTER, CHANDADA, BAIRD BAY, CALCA, SCEALE BAY, YANERBIE, WESTALL, TYRINGA, MORTANA, STREAKY BAY, EBA ANCHORAGE, MARYVALE, PERLUBIE, HASLAM, CARAWA, PETINA, PIMBAACLA, CHILPENUNDA, CUNGENA, YANTANABIE, KOOLGERA, WALLALA, WIRULLA, POOCHERA, KARKULTABY, KALDOONERA, BOCKELBERG and PIEDNIPPIE to those areas within the District Council of Streaky Bay and shown numbered 1 to 31 on Rack Plan 864.

Copies of Rack Plan 864 can be viewed at the office of the Surveyor-General, 101 Grenfell Street, Adelaide, or at the offices of the District Council of Streaky Bay.

Submissions in writing regarding this proposal may be lodged with the Secretary, Geographical Names Advisory Committee, 3rd Floor, 50 Grenfell Street, Adelaide (G.P.O. Box 1354, Adelaide, S.A. 5001) within one month of the publication of this notice.

Dated 2 January 2001.

P. M. KENTISH, Surveyor-General, Department
for Administrative and Information Services

DEHAA 04/0097

GEOGRAPHICAL NAMES ACT 1991

FOR PUBLIC CONSULTATION

Notice of Intention to Assign Boundaries to Places

NOTICE is hereby given pursuant to the provisions of the above Act, that the Minister for Administrative and Information Services seeks public comment on a proposal to assign the names ROSEDALE, CONCORDIA, KALBEEBA, SANDY CREEK, COCKATOO VALLEY, LYNDPOCH, WILLIAMSTOWN, ALTONA, ROWLAND FLAT, KRONDORF, BETHANY, TANUNDA, VINE VALE, NURIOOTPA, LIGHT PASS, STOCKWELL, MOCULTA, PENRICE, ANGASTON, TRURO, PEWSEY VALE, FLAXMAN VALLEY, MOUNT MCKENZIE, EDEN VALLEY, TAUNTON, SPRINGTON, MOUNT CRAWFORD, CROMER, MOUNT PLEASANT and BAROSSA GOLDFIELDS to those areas within The Barossa Council and shown numbered 1 to 30 on Rack Plan 863.

Copies of Rack Plan 863 can be viewed at the office of the Surveyor-General, 101 Grenfell Street, Adelaide, or at the offices of The Barossa Council.

Submissions in writing regarding this proposal may be lodged with the Secretary, Geographical Names Advisory Committee, 3rd Floor, 50 Grenfell Street, Adelaide (G.P.O. Box 1354, Adelaide, S.A. 5001) within one month of the publication of this notice.

Dated 2 January 2001.

P. M. KENTISH, Surveyor-General, Department
for Administrative and Information Services

DEHAA 04/0178

GEOGRAPHICAL NAMES ACT 1991

FOR PUBLIC CONSULTATION

Notice of Intention to Assign Boundaries and Names to Places

NOTICE is hereby given pursuant to the provisions of the above Act, that the Minister for Administrative and Information Services seeks public comment on a proposal to assign the names TARCOWIE, HORNSDALE, YATINA, MANNANARIE, CANOWIE BELT, BELALIE NORTH, JAMESTOWN, CALTOWIE NORTH, CALTOWIE, APPILA, CALTOWIE WEST, STONE HUT, LAURA, BEETALOO, HUDDLESTON, GLADSTONE, WEST BUNDALEER, BUNDALEER NORTH, BELALIE EAST, MAYFIELD, WASHPOOL, BUNDALEER GARDENS, GEORGETOWN, NARRIDY, REDHILL, GULNARE, HACKLINS CORNER, SPALDING, BROUGHTON RIVER VALLEY, YACKA, EUROMINA and ANDREWS to those areas within the Northern Areas Council and shown numbered 1 to 32 on Rack Plan 845.

Copies of Rack Plan 845 can be viewed at the office of the Surveyor-General, 101 Grenfell Street, Adelaide, or at the offices of Northern Areas Council.

Submissions in writing regarding this proposal may be lodged with the Secretary, Geographical Names Advisory Committee, 50 Grenfell Street, Adelaide (G.P.O. Box 1354, Adelaide, S.A. 5001) within one month of the publication of this notice.

Dated 2 January 2001.

P. M. KENTISH, Surveyor-General, Department
for Administrative and Information Services

DEHAA 04/0214

GEOGRAPHICAL NAMES ACT 1991

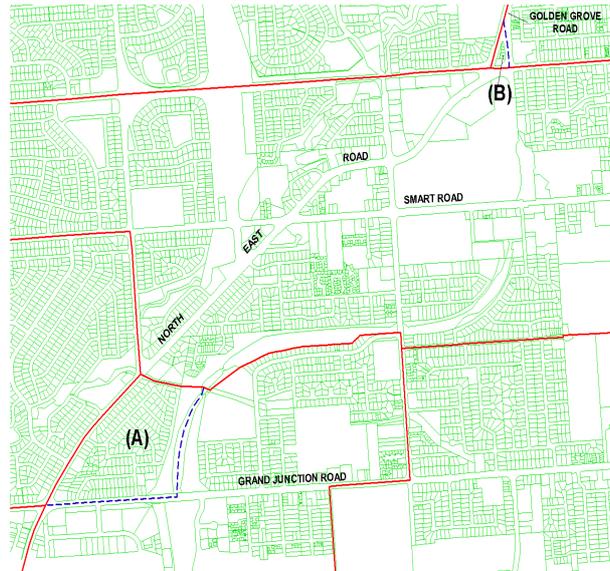
FOR PUBLIC CONSULTATION

Notice of Intention to Alter the Boundaries of Places

NOTICE is hereby given pursuant to the provisions of the above Act, that the Minister for Administrative and Information Services seeks public comment on a proposal to:

1. Exclude from Holden Hill and include in Modbury that area marked (A) on the plan below.
2. Exclude from Ridgehaven and add to Modbury North that area marked (B) on the plan below.

THE PLAN



Submissions in writing regarding this proposal may be lodged with the Secretary, Geographical Names Advisory Committee, 3rd Floor, 50 Grenfell Street, Adelaide (G.P.O. Box 1354, Adelaide, S.A. 5001) within one month of the publication of this notice.

Dated 2 January 2001.

P. M. KENTISH, Surveyor-General, Department
for Administrative and Information Services

DEHAA 04/0250

MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 JULY 2000

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
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481-496	25.25	24.30	977-992	50.00	48.50

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HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 31 August 2000, by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/07901 (V28009)

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the S.Y. 'Crosswind'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Crosswind* whilst operating within Lake Alexandrina, Lake Albert and the Coorong.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain, and has successfully completed approved Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of the State Crewing Committee

THE following determination made on 31 August 2000, by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/07907 (V27966)

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Deky'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Deky* whilst operating within 30 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Master Class 5.

Note: Master to hold a Certificate of Competency as Marine Engine Driver Grade III.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of the State Crewing Committee

THE following determination made on 31 August 2000, by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/07902 (V27954)

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Red Label'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Red Label* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed approved Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of the State Crewing Committee

THE following determination made on 31 August 2000, by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/07903 (V20024)

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Tory M'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Tory M* whilst operating within Partially Smooth Waters limits as per Schedule 1 of the Harbors and Navigation Act 1993.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed approved Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member, State Crewing Committee.

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 Classified Transport Pty Ltd (ACN 084 409 665), c/o Bonnins Lawyers, Level 14, 100 King William Street, Adelaide, S.A. 5000 has applied to the Liquor and Gaming Commissioner for the transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at Gray Street, Freeling, S.A. 5372 and known as Railway Hotel.

The applications have been set down for hearing on 16 February 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 9 January 2001.

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 Carolun Pty Ltd (ACN 075 548 328), c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000 has applied to the Liquor and Gaming Commissioner for the transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at Dukes Highway, Bordertown, S.A. 5268 and known as Woolshed Inn Hotel Motel.

The applications have been set down for hearing on 16 February 2001.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation (including Entertainment Consent) to apply to the whole of the licensed premises on Friday and Saturday nights from 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 11 January 2001.

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 Barreau Peninsula Pty Ltd (as Trustee for the Barreau Peninsula Trust) and Lochmede Pty Ltd (as Trustee for the Harrington Family Trust), c/o Kelly & Co., Solicitors, Level 17, 91 King William Street, Adelaide, S.A. 5000, have applied to the Liquor and Gaming Commissioner for the transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at 481-483 Victoria Road, Taperoo, S.A. 5017 and known as Peninsula Le Fevre Hotel.

The applications have been set down for hearing on 16 February 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 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 27 December 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 Kellyvale (No. 74) Pty Ltd, 249 Montague Road, Ingle Farm, S.A. 5098, has applied to the Licensing Authority for a variation to the Extended Trading Authorisation in respect of premises situated at 249 Montague Road, Ingle Farm, S.A. 5098 and known as Settlers Tavern.

The application has been set down for hearing on 23 February 2001.

Conditions

The following licence conditions are sought:

Hours sought in the Extended Trading Authorisation:

Monday and Tuesday: 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.

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 Jamil Moukachar, c/o Hume Taylor & Co., 84 Flinders Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for the transfer of an Entertainment Venue Licence in respect of premises situated at 123 Gouger Street, Adelaide, S.A. 5000 and known as Stix Pool Hall.

The application has been set down for hearing on 26 February 2001 at 9.30 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 12 January 2001.

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 Bruce Anthony Stuart Gordon, c/o Wallmans Solicitors, 173 Wakefield Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for a Direct Sales Licence in respect of premises situated at 14 Whitewood Drive, Upper Sturt, S.A. 5156 and to be known as Bruce Anthony Stuart Gordon.

The application has been set down for hearing on 16 February 2001 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 12 January 2001.

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 Townhouse Investments Pty Ltd (ACN 095 403 688), c/o Adelaide South Park, 1 South Terrace, Adelaide, S.A. 5000, has applied to the Licensing Authority for the transfer of a Residential Licence in respect of premises situated at 164 Hindley Street, Adelaide, S.A. 5000 and known as Town House Motel.

The application has been set down for hearing on 19 February 2001 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 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 January 2001.

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 GFM Entertainment Pty Ltd (ACN 092 975 598), c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for the transfer of a Special Circumstances Licence in respect of premises situated at 142 North Terrace, Adelaide, S.A. 5000 and known as The Firm Corporate Club Lounge.

The application has been set down for hearing on 19 February 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 9 January 2001.

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 Rita Builder and Nick Builder have applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at Highway 64, section 93, Hundred of Stuart, via Waikerie, S.A. 5330 and to be known as Mallyons on the Murray.

The application has been set down for hearing on 16 February 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 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 10 January 2001.

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 Pinnaroo Tennis Club Inc. has applied to the Licensing Authority for a Limited Club Licence in respect of premises situated at 24 Jenkins Terrace, Pinnaroo and known as Pinnaroo Lawn Tennis Club Inc.

The application has been set down for hearing on 16 February 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.

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 M. & S. Fixings Pty Ltd (ACN 056 058 630), 124 Main North Road, Clare, S.A. 5453, has applied to the Licensing Authority for the transfer of a Special Circumstances Licence in respect of premises situated at corner Main North Road and Port Wakefield Road, Leasingham, S.A. 5452 and known as Leasingham Restaurant and Juds Hill Brian Barry Wines Cellar Door Sales.

The application has been set down for hearing on 19 February 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 9 January 2001.

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: Platsearch NL

Location: Mirikata area—Approximately 120 km north-east of Tarcoola, bounded as follows: Commencing at a point being the intersection of latitude 29°48'S and longitude 135°08'E, thence east to longitude 135°18'E, south to latitude 29°49'S, east to longitude 135°25'E, south to latitude 29°52'S, west to longitude 135°22'E, north to latitude 29°50'S, west to longitude 135°18'E, south to latitude 29°51'S, west to longitude 135°15'E, north to latitude 29°49'S, west to longitude 135°12'E, south to latitude 29°50'S, west to longitude 135°11'E, south to latitude 29°51'S, west to longitude 135°10'E, south to latitude 29°52'S, west to longitude 135°08'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: 113
Ref: 100/00

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: Minex (SA) Pty Ltd

Location: Tregalana area—Approximately 20 km west of Port Augusta, bounded as follows: Commencing at a point being the intersection of latitude 32°22'S and longitude 137°24'E, thence east to longitude 137°36'E, south to latitude 32°55'S, west to longitude 137°28'E, north to latitude 32°30'S, west to longitude 137°24'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: 855
Ref: 097/00

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: Delta Gold Ltd

Location: Mount Woodroffe area—Approximately 220 km north-west of Marla, bounded as follows: Commencing at a point being the intersection of latitude 26°11'S and longitude 131°17'E, thence east to longitude 131°19'E, south to latitude 26°12'S, east to longitude 131°23'E, south to latitude 26°13'S, east to longitude 131°26'E, north to latitude 26°12'S, east to longitude 131°34'E, south to latitude 26°14'S, east to longitude 131°38'E, south to latitude 26°15'S, east to longitude 131°39'E, south to latitude 26°16'S, east to longitude 131°40'E, south to latitude 26°17'S, east to longitude 131°42'E, south to latitude 26°18'S, east to longitude 131°48'E, north to latitude 26°16'S, east to longitude 131°50'E, north to latitude 26°15'S, east to longitude 131°54'E, north to latitude 26°14'S, east to longitude 131°55'E, north to latitude 26°13'S, east to longitude 132°00'E, south to latitude 26°16'S, west to longitude 131°59'E, south to latitude 26°17'S, west to longitude 131°58'E, south to latitude 26°18'S, west to longitude 131°56'E, south to latitude 26°19'S, west to longitude 131°53'E, south to latitude 26°21'S, west to longitude 131°52'E, south to latitude 26°23'S, west to longitude 131°49'E, north to latitude 26°22'S, west to longitude 131°45'E, north to latitude 26°21'S, west to longitude 131°44'E, north to latitude 26°20'S, west to longitude 131°43'E, north to latitude 26°19'S, west to longitude 131°41'E, north to latitude 26°18'S, west to longitude 131°39'E, north to latitude 26°17'S, west to longitude 131°37'E, north to latitude 26°16'S, west to longitude 131°31'E, north to latitude 26°14'S, west to longitude 131°19'E, north to latitude 26°13'S, west to longitude 131°17'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: 424
Ref: 276/82

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: Delta Gold Ltd

Location: Mount Woodward area—Approximately 280 km north-west of Marla, bounded as follows: Commencing at a point being the intersection of latitude 26°03'S and longitude 131°07'E, thence east to longitude 131°09'E, south to latitude 26°07'S, west to longitude 131°08'E, north to latitude 26°06'S, west to 131°07'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: 22
Ref: 276/82

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

PUBLIC SECTOR MANAGEMENT ACT 1995

Equal Opportunity Program

WHEREAS the Premier, being the Minister responsible for the Public Sector Management Act 1995, may publish in the *Gazette* an equal opportunity program designed to ensure that persons of a defined class have equal opportunities in relation to employment in the public sector with persons not of that class, and whereas the Premier may make special provision for persons of a defined class employed in the public sector with a view to enabling them to compete for other positions or pursue careers in the public sector as effectively as persons not of that Class, I, John Olsen, Premier, do hereby publish the equal opportunity program set out in the Schedule.

THE SCHEDULE

South Australian Government Youth Training Scheme Equal Opportunity Program

Object

To increase the number of young South Australians achieving training, development and employment opportunities through National Training Wage Traineeship placements in the South Australian public sector during 2000-2002.

Special Provisions

Pursuant to section 67 (2) (a) of the Public Sector Management Act 1995, I make special provisions to achieve the object as follows:

South Australian public sector agencies may provide temporary employment to persons aged from 17 to 24 years (inclusive) for a period of up to 12 months under the National Training Wage Traineeship Scheme to provide training and development in order to assist them to gain employment.

South Australian public sector agencies may provide temporary employment under the National Training Wage Traineeship Scheme for a period of up to 12 months for persons aged from 17 to 28 years (inclusive) who are of Aboriginal or Torres Strait Islander descent, who have a declared disability or are currently or have previously been under the Guardianship of the Minister for Human Services (GOM) in order to assist them to gain employment in the public sector.

Dated 21 December 2000.

JOHN OLSEN, Premier

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

*Neilson Road, Monash
Deposited Plan 55776*

BY Road Process Order made on 28 August 2000, The Berri Barmera Council ordered that:

1. Portions of the public road (Neilson Road) adjoining sections 969, 968, 967, 989, 990 and 991 in Berri Irrigation Area, more particularly lettered 'A', 'B', 'C' and 'D' (respectively) in Preliminary Plan No. PP32/0472 be closed.

2. The whole of the land subject to closure lettered 'A' and 'B' be transferred to the SOUTH AUSTRALIAN VINE IMPROVEMENT COMMITTEE INC. in accordance with agreement for transfer dated 25 August 2000, entered into between The Berri Barmera Council and South Australian Vine Improvement Committee Inc.

3. The whole of the land subject to closure lettered 'C' and 'D' be transferred to the RIVERLAND VINE IMPROVEMENT COMMITTEE INC. in accordance with agreement for transfer dated 25 August 2000, entered into between The Berri Barmera Council and Riverland Vine Improvement Committee Inc.

On 22 September 2000, that order was confirmed by the Minister for Administrative and Information Services conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 18 January 2001.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 34

ORDER BY THE MINISTER TO CLOSE ROAD

*Public Road, Dorset Vale
Deposited Plan 56446*

BY an Order made on 15 December 2000 under Sections 6 and 34 of the Roads (Opening and Closing) Act 1991, the Minister for Administrative and Information Services ordered that the whole of the (unnamed) public road (used as portion of Cup Gum Track) dividing sections 1675 and 1676 (Scott Creek Conservation Park), Hundred of Noarlunga be closed.

Vest in the Crown the whole of the land subject to closure.

Notice of the Order is hereby published in accordance with Section 34 (7) of the said Act.

Dated 16 January 2001.

P. M. KENTISH, Surveyor-General

DAIS 32/0620

STATE LOTTERIES ACT 1966

LOTTERIES (CASH BONANZA) RULES

ARRANGEMENT

1. *Preliminary*
 - 1.1. Citation
 - 1.2. Commencement
 - 1.3. Other Rules
 - 1.4. Application
2. *Interpretation*
 - 2.1. Definitions
3. *Eligibility*
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 - 4.1. Studio contestant and home player
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5. *Proxy*
 - 5.1. Appointment
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6. *Elimination Rounds*
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 - 6.3. Studio contestants
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 - 6.6. Consolation prize
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 - 7.2. Format
 - 7.3. Participants
 - 7.4. Interactive home viewer
 - 7.5. Maximum prize
8. *Tied Game*
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 - 8.2. Format

9. *Prize Claims*
 - 9.1. Studio contestant and home player
 - 9.2. Interactive home viewer
 - 9.3. Prizes not transferable
 - 9.4. Prize claim period
 - 9.5. Forfeiture to Commission

10. *General*
 - 10.1. Agreement to conditions
 - 10.2. Finality of decisions

1. *Preliminary*

- 1.1 These Rules may be cited as the Lotteries (Cash Bonanza) Rules.
- 1.2 The Rules will come into operation on the 1st day of January 2001.
- 1.3 These Rules are to be read in conjunction with and are subject to the Lotteries (General) Rules and the Lotteries (Instant Scratchies) Rules, except where the context requires otherwise.
- 1.4 These Rules apply to the lottery known as “Cash Bonanza”.

2. *Interpretation*

- 2.1 In these Rules and in each part of these Rules unless the contrary intention appears:

“Cash Bonanza” means a national television game show conducted by the Lottery Participants and the Commissioning Broadcaster in conjunction with such Instant Scratchies series as the Commission determines, and “game show” will have a corresponding meaning;

“claim period” means the period of 12 calendar months commencing on the date of broadcast of the relevant episode of the game show. If the 12 months end on a Saturday, Sunday or public holiday, the period will end at the Commission’s close of business on the immediately preceding working day;

“Commissioning Broadcaster” means the television broadcaster that broadcasts the game show (either directly, or through a related body corporate);

“home player” means the player selected to be the home player under Rule 4;

“interactive home viewer” means the player selected to be the interactive home viewer under Rule 4;

“Lottery Participants” means the parties from time to time to a certain Instant TV Game Show Agreement entered into by the Commission with other parties for the conduct of Cash Bonanza on a joint basis and as agreed from time to time between the Lottery Participants;

“studio contestant” means the player selected to be the studio contestant under Rule 4;

“ticket” means an Instant Scratchies ticket in the Cash Bonanza series or such other series as the Commission determines, and includes the ticket stub where the context permits;

“ticket stub” means the portion of the ticket giving rise to the chance to participate in the second chance draw to select studio contestants and home players to participate in the game show.

3. *Eligibility*

- 3.1 The bearer of a ticket will be eligible to participate as a studio contestant or a home player, as the case may be, if:
- 3.1.1 the bearer is not less than 18 years of age;
 - 3.1.2 the second chance play area of the ticket stub displays symbols of the type and number specified on the ticket;
 - 3.1.3 the ticket is a valid ticket and passes the Commission's security tests;
 - 3.1.4 the bearer clearly endorses the ticket stub with the bearer's full name, address and day-time telephone number; and
 - 3.1.5 the bearer lodges the ticket stub with the Commission in such manner and within such time as is stated on the ticket or as the Commission determines.
- 3.2 The bearer of a ticket is eligible to participate as an interactive home viewer if:
- 3.2.1 the bearer is not less than 18 years of age;
 - 3.2.2 the ticket is a valid ticket and passes the Commission's security tests; and
 - 3.2.3 the bearer provides such information as the Commissioning Broadcaster determines, by lodging the same through a telephone number or by such other means as the Commissioning Broadcaster determines.

4. *Selection of Participants*

- 4.1 For each episode of the game show, each studio contestant and home player will be selected as follows:
- 4.1.1 A draw schedule will be determined by the Commission.
 - 4.1.2 All ticket stubs received by the Commission during each period specified in the draw schedule will be placed in a barrel.
 - 4.1.3 On each of the dates specified in the draw schedule, the Commission will draw or cause to be drawn from the barrel such number of ticket stubs as the Commission determines.
 - 4.1.4 The ticket stubs so drawn will be divided into two categories, namely the studio contestant category and the home player category.
 - 4.1.5 Commencing with the first eligible ticket drawn in each category, the Commission will attempt to contact the person nominated on the ticket stub on the telephone number specified on the ticket stub. If the person:
 - 4.1.5.1 cannot be contacted within two hours of the Commission's first attempt; or

4.1.5.2 does not agree to participate as required in the episode of the game show nominated by the Commission or the Commissioning Broadcaster,

the Commission will attempt to contact the person nominated on the next ticket stub drawn in that category.

4.1.6 The process described in Rule 4.1.5 will continue until such time as such number of studio contestants and home players as the Commission determines have been contacted and have agreed to participate in the game show as required.

4.1.7 Each home player will be allocated to a studio contestant as determined by the Commission.

4.1.8 A studio contestant will receive travel (from Adelaide only) and accommodation as determined by the Commission for the purpose of recording the game show.

4.2 For each episode of the game show, an interactive home viewer will be selected by the Commissioning Broadcaster in such manner as the Commissioning Broadcaster determines.

5. *Proxy*

5.1 If a person nominated on a ticket stub drawn under Rule 4:

5.1.1 cannot be contacted within the specified time by the Commission or the Commissioning Broadcaster, as the case may be;

5.1.2 is unwilling to participate in person in the capacity in which that person has been selected; or

5.1.3 fails to attend at the appointed time at the game show studio or such other venue as may be determined,

that person may nominate, or the Commission or the Commissioning Broadcaster may appoint, a proxy to participate on that person's behalf.

5.2 Any prize won on the game show by a proxy will be claimable only by the person nominated on the ticket stub and the proxy will have no claim in relation thereto.

6. *Elimination Rounds*

6.1 In each episode of the game show there will be such number of elimination rounds, contested by such number of studio contestants, as the Commissioning Broadcaster determines.

6.2 Each elimination round will be determined by such manner of chance as the Commissioning Broadcaster determines, whether or not an element of knowledge or skill is also involved.

- 6.3 In each elimination round:
- 6.3.1 studio contestants will compete against one another for cash prizes;
 - 6.3.2 only one studio contestant can be the winner of each elimination round and only that studio contestant will keep the prize won in that elimination round;
 - 6.3.3 the maximum prize that can be won by a studio contestant will be the sum of \$5 000 or such other amount as the Lottery Participants determine.
- 6.4 The studio contestant who wins the highest cash prize in the elimination rounds will be the winning studio contestant for that episode.
- 6.5 The home player will win prizes as determined by the performance in the elimination rounds of the studio contestant to whom the home player has been allocated under Rule 4.1.7, namely:
- 6.5.1 if a studio contestant wins an elimination round but fails to win the maximum prize referred to in Rule 6.3.3, the home player allocated to that studio contestant will win the difference between the value of the maximum prize and the prize won by the studio contestant; or
 - 6.5.2 if a studio contestant is not selected to participate in or does not win an elimination round, the home player allocated to that studio contestant will not win any prize.
- 6.6 A home player who does not win a prize may be awarded a consolation prize as determined by the Lottery Participants.

7. *End Game*

- 7.1 In each episode of the game show there will be one end game.
- 7.2 The end game will be determined by such manner of chance as the Commissioning Broadcaster determines, whether or not an element of knowledge or skill is also involved.
- 7.3 The participants in the end game will be the winning studio contestant and the interactive home viewer for that episode.
- 7.4 Prior to participating in the end game, an interactive home viewer must provide to the Commissioning Broadcaster such details of their ticket or ticket stub as the Commissioning Broadcaster requires.
- 7.5 The maximum prize in each end game will be the sum of \$100 000 or such other amount as the Lottery Participants determine.

8. *Tied Game*

- 8.1 If two or more contestants tie during any round of the game show, one or more tiebreakers will be played until such time as a single winner is determined.
- 8.2 Each tiebreak will be determined by such manner of chance as the Commissioning Broadcaster determines, whether or not an element of knowledge or skill is also involved.

9. *Prize Claims*

- 9.1 Prizes won by a studio contestant or home player:
- 9.1.1 may be claimed from the Commission's Head Office within 14 days after broadcast of the relevant episode of the game show, upon presentation of two forms of identification as determined by the Commission; or
- 9.1.2 if not claimed within 14 days as aforesaid, will be paid by the Commission by cheque sent by pre-paid post to the person and at the address nominated on the ticket stub, or at such other address as that person notifies the Commission in writing.
- 9.2 Prizes won by an interactive home viewer:
- 9.2.1 may be claimed from the Commission's Head Office upon presentation of two forms of identification as determined by the Commission and the ticket or ticket stub of which details were provided to the Commissioning Broadcaster under Rule 7.4; or
- 9.2.2 may make a claim for the prize to be sent by pre-paid post to the person and at the address nominated to the Commissioning Broadcaster, provided the claim is accompanied by the ticket or ticket stub of which details were provided to the Commissioning Broadcaster under Rule 7.4.
- 9.3 Prizes cannot be transferred or assigned by a winner to any other person.
- 9.4 All prizes must be claimed within the claim period.
- 9.5 Any prize that is not claimed from the Commission's Head Office or cannot be delivered to the winner within the claim period will be forfeited to the Commission.

10. *General*

- 10.1 By agreeing to participate in the game show, whether as a studio contestant, home player or interactive home viewer, a player agrees to be bound by the terms and conditions of Cash Bonanza as determined from time to time by the Lottery Participants and the Commissioning Broadcaster, including:
- 10.1.1 agreement to be present at the Commissioning Broadcaster's studio or such other place as may be determined from time to time;

- 10.1.2 agreement to the rules of the game show from time to time; and
- 10.1.3 agreement to participate in any publicity by the Commission, the Lottery Participants or the Commissioning Broadcaster relating to promotion of the game show and any Instant Scratchies series associated therewith.
- 10.2 Any decision or determination of the Commission, the Lottery Participants or the Commissioning Broadcaster in relation to Cash Bonanza is final and binding on the bearers of tickets and any other person claiming prizes in relation thereto.

The common seal of the Lotteries Commission of South Australia was affixed pursuant to a resolution of the Commission in the presence of:

Dated: 1 December 2000.

(L.S.)

S. C. BIGGS, Chairman
P. PLUMMER, Commission Member

Approved,

MICHAEL ARMITAGE, Minister for Government Enterprises

REGULATIONS UNDER THE PRIMARY INDUSTRY FUNDING SCHEMES ACT 1998

No. 1 of 2001

At the Executive Council Office at Adelaide 18 January 2001

PURSUANT to the *Primary Industry Funding Schemes Act 1998* 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 KERIN Minister for Primary Industries and Resources

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Interpretation
4. South Australian Apiary Industry Fund
5. Advice of consultative committee
6. Contributions to Fund
7. Application of Fund

Citation

1. These regulations may be cited as the *Primary Industry Funding Schemes (Apiary Industry Fund) Regulations 2001*.

Commencement

2. These regulations will come into operation on the day on which clause 1(a) of Schedule 2 of the *Livestock Act 1997* comes into operation.

Interpretation

3. In these regulations—

"Act" means the *Primary Industry Funding Schemes Act 1998*;

"Fund"—see regulation 4;

"consultative committee"—see regulation 5.

South Australian Apiary Industry Fund

4. (1) The *South Australian Apiary Industry Fund* (**the Fund**) is established.

(2) The Fund will be administered by the Minister.

(3) The Fund consists of—

(a) the amount in the Beekeeper's Compensation Fund on the repeal of the *Apiaries Act 1931* paid into the Fund under the *Livestock Regulations 1998*; and

(b) contributions paid or collected in accordance with these regulations; and

- (c) income of the Fund from investment; and
- (d) any other sums received by the Minister for payment into the Fund.

Advice of consultative committee

5. The *Apiary Industry Advisory Group*, established by the Minister under Part 2 of the *Livestock Act 1997* to represent the apiary industry, will be the consultative committee to advise the Minister in relation to the application of the Fund.

Contributions to Fund

6. (1) The following contributions to the Fund are payable to the Minister by a person in respect of each registration period (or part of a registration period) for which the person makes an application for registration or renewal of registration as a beekeeper at the same time as fees for the application are payable by the person under the *Livestock Regulations 1998*:

- (a) 40 cents per hive kept by the person at the prescribed date; or
- (b) \$2.00,

whichever is the greater sum.

(2) A person may, by notice in writing to the Minister, within the 12 months following a registration period in respect of which the person has paid contributions, make a claim for a refund in respect of those contributions.

(3) If the person satisfies the Minister that the person is entitled to a refund, the Minister must pay to the person an amount determined in accordance with the following formula:

$$R = C + \left(C \times \frac{M}{12} \times I \right)$$

where—

- R is the amount of the refund;
- C is the amount of contributions paid by the person in respect of the registration period for which the claim is made;
- M is the number of whole months for which the person was registered as a beekeeper (and had paid contributions) in the registration period in respect of which the claim is made;
- I is the annual short term interest for the financial year preceding the commencement of the registration period in respect of which the claim is made (as published by the Reserve Bank of Australia) expressed as a percentage;

(4) No contribution is payable by a person in respect of hives that are kept—

- (a) for the purposes of instruction in an educational institution approved by the Chief Inspector; or

- (b) for the purposes of a program approved by the Apiary Industry Advisory Group involving the keeping of hives at ports and the monitoring of those hives to detect the presence of disease.

(5) In this regulation—

"**prescribed date**" means—

- (a) in relation to contributions to be paid by a person in respect of a registration period (or part of a registration period) for which the person makes an application for registration as a beekeeper, the date of the application;
- (b) in relation to contributions to be paid by a person in respect of a registration period for which the person makes an application for renewal of registration as a beekeeper, 31 January preceding the registration period for which the application for renewal is made;

"**registration as a beekeeper**" means registration under section 17 of the *Livestock Act 1997* as a beekeeper;

"**registration period**" means the 12 month period commencing on 1 March 2001 and each subsequent 12 month period.

Application of Fund

7. (1) The Fund may be applied by the Minister for any of the following purposes:

- (a) the undertaking of programs relating to the apiary industry or apiary products or any other aspect of the apiary industry recommended to the Minister by the consultative committee;
- (b) payment of the reasonable operating and management expenses of the Apiary Industry Advisory Group (whether sitting as the Apiary Industry Advisory Group under the *Livestock Act 1997* or as the consultative committee under these regulations);
- (c) payment of the expenses of administering the Fund;
- (d) repayment of contributions to the Fund under regulation 6.

(2) If a person is paid a refund in accordance with regulation 6, that person is not entitled to any direct service or benefit under a program funded under subregulation (1)(a) for a period of two years from the date of the refund.

REGULATIONS UNDER THE LIVESTOCK ACT 1997

No. 2 of 2001

At the Executive Council Office at Adelaide 18 January 2001

PURSUANT to the *Livestock Act 1997* 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 KERIN Minister for Primary Industries and Resources

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Revocation
4. Insertion of Part 1A

PART 1A BEEKEEPERS

- | | | |
|----|----------------------------|--|
| | 5B. | Interpretation |
| | 5C. | Registration of beekeepers |
| | 5D. | Term of registration and renewals |
| | 5E. | Change of address |
| | 5F. | Annual honey testing for American Foul Brood |
| | 5G. | Bees to be kept in a frame-hive |
| | 5H. | Hive identification |
| | 5I. | Exposure of hive, bee products etc. |
| | 5J. | Abandonment and neglect of hives etc. |
| 5. | Insertion of reg. 33 | |
| | 33. | Beekeepers compensation fund |
| 6. | Variation of Sched. 1—Fees | |
| 7. | Insertion of Sched. 2 | |

SCHEDULE 2

Transitional Provisions

Citation

1. The *Livestock Regulations 1998* (see *Gazette* 22 January 1998 p. 288), 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 clause 1(a) of Schedule 2 of the *Livestock Act 1997* comes into operation.

Revocation

3. The *Apiaries Regulations 1988* (see *Gazette* 22 September 1988 p. 1138), as varied, are revoked.

Insertion of Part 1A

4. The following Part is inserted after Part 1 of the principal regulations:

**PART 1A
BEEKEEPERS**

Interpretation

5B. In this Part—

"**appliance**" means any article, apparatus or implement used in connection with the keeping of bees or the extraction or storage of honey;

"**foundation**" means material impressed with the pattern of cell bases on which bees build comb;

"**registered beekeeper**" means a person registered as a beekeeper under section 17 of the Act.

Registration of beekeepers

5C. (1) Bees for which a hive is kept are a prescribed class of livestock for the purposes of section 17 of the Act.

(2) A person who keeps bees is not required to be registered under section 17 of the Act if—

- (a) the bees are kept only in hives in respect of which another person is registered as a beekeeper; or
- (b) the bees are kept in a hive brought into the State from another State or Territory for a period of not more than 90 days in any continuous period of 12 months and the manner in which the person keeps the bees would, if those bees were being kept in that other State or Territory, comply with the requirements of the corresponding laws of that State or Territory.

Term of registration and renewals

5D. (1) Registration as a beekeeper is for a term expiring on the last day of February following registration.

(2) Registration as a beekeeper may be renewed from time to time for a further term of 12 months.

(3) An application for renewal of registration as a beekeeper must—

- (a) be made to the Chief Inspector; and
- (b) be in the form and contain or be accompanied by the information required by the Chief Inspector; and
- (c) be accompanied by the fee set out in Schedule 1.

Change of address

5E. A registered beekeeper must within 14 days after changing his or her postal address notify the Chief Inspector of the change in writing.

Maximum penalty: \$250.

Expiation fee: \$80.

Annual honey testing for American Foul Brood

5F. (1) The Chief Inspector may, by notice in writing, require a beekeeper to provide the Chief Inspector, within a period specified in the notice, with—

- (a) a copy of the results of an AFB test carried out on a composite sample of honey collected following the notice or within the preceding three months from hives kept by the beekeeper; or
- (b) a composite sample of honey collected following the notice or within the preceding three months from hives kept by the beekeeper to be subjected to an AFB test at the cost of the beekeeper.

(2) The Chief Inspector may not make a requirement under subregulation (1) of the same beekeeper more than once in each 12 month period commencing on 1 March.

(3) If a beekeeper refuses or fails to comply with a requirement under subregulation (1), the Chief Inspector may—

- (a) cause a composite sample of honey to be collected by an inspector from hives kept by the beekeeper and to be subjected to an AFB test; and
- (b) recover costs and expenses reasonably incurred in doing so as a debt owed by the person of whom the requirement was made.

(4) A beekeeper who does not comply with a requirement made under subregulation (1) is guilty of an offence.

Maximum penalty: \$1 250.

Expiation fee: \$160.

(5) This regulation does not derogate from other powers of an inspector to take samples of honey or to require honey to be tested.

(6) For the purposes of this regulation, a composite sample of honey must be collected from hives kept by a beekeeper as follows:

- (a) if the number of hives kept is 20 or less—a sample of at least ten millilitres of honey must be collected from each of the hives;
- (b) if the number of hives kept is more than 20 but less than 100—a sample of at least ten millilitres of honey must be collected from each of 20 different hives chosen randomly;
- (c) if the number of hives kept is more than 100—a sample of at least ten millilitres of honey must be collected from each of a number of different hives chosen randomly, that number being 20 per cent of the total number of hives kept (ignoring any resulting fraction).

(7) In this regulation—

"**AFB test**" means a test for the presence of American Foul Brood conducted by a laboratory approved for the purpose by the Chief Inspector.

Bees to be kept in a frame-hive

5G. A person who keeps bees, unless otherwise authorised by the Chief Inspector, must keep the bees in a hive (a frame-hive) that complies with the following requirements:

- (a) the hive must consist of a box with a lid that is removable so that the movement of bees in and out of the frame-hive can be easily controlled; and
- (b) the box must be fitted with movable frames supported inside the box so that they stand on edge in a vertical position and there is an interval of at least six millimetres, but not more than 20 millimetres, between adjacent frames; and
- (c) each movable frame must—
 - (i) have inserted at its centre a flat sheet of foundation; and
 - (ii) be separated from all inner surfaces of the box and any other movable frame placed above it by a space of at least eight millimetres; and
 - (iii) be placed inside the box so that it can be easily removed for inspection.

Maximum penalty: \$5 000.

Expiation fee: \$315.

Hive identification

5H. (1) A registered beekeeper must ensure that each hive is marked in accordance with this regulation with a hive identification code allocated to him or her in writing by the Chief Inspector.

Maximum penalty: \$5 000.

Expiation fee: \$315.

(2) Unless otherwise directed by the Chief Inspector, the hive identification code must be marked on a hive in the following manner:

- (a) subject to subregulation (3), the code must be placed in the centre of an external vertical face of the hive; and
- (b) the code may be burned, stencilled, embossed, carved, or etched directly onto the face of the hive, or it may be inscribed on a metal plate secured to the face of the hive; and
- (c) each character of the code must be 30 millimetres in height.

(3) If the face of a hive has previously been marked with a hive identification code (or a brand under the *Apiaries Act 1931*), any subsequent hive identification codes allocated to the hive must be marked on the same vertical face, the first such code being placed in the top left hand corner of that face and each subsequent code being placed in the next corner proceeding clockwise.

Exposure of hive, bee products etc.

5I. A beekeeper must not without reasonable excuse, leave a hive, part of a hive (including frames, combs, honey, foundation or beeswax) or an appliance exposed in a manner or under conditions likely to attract robber bees.

Maximum penalty: \$5 000.

Expiation fee: \$315.

Abandonment and neglect of hives etc.

5J. (1) A beekeeper must not, without reasonable excuse—

- (a) abandon a hive previously kept by the beekeeper; or
- (b) neglect the management and care of a hive kept by the beekeeper to the extent that the hive is likely to become infected with disease or to attract robber bees; or
- (c) fail to destroy or properly dispose of any unwanted bees or part of a hive (including frames, combs, honey, foundation or beeswax).

Maximum penalty: \$5 000.

Expiation fee: In the case of an offence against paragraph (b) in the circumstances set out in subregulation (2)(b)—\$315.

(2) Without limiting paragraph (b) of subregulation (1), a beekeeper will be taken to neglect the management and care of a hive to the extent referred to in that paragraph if—

- (a) the hive is not examined for the presence of disease at least once in each 6 month period; or
- (b) the hive is one of a number of hives comprising an apiary and at least three of the following conditions apply to the apiary:
 - (i) there is no source of water accessible to bees within 200 metres of a hive in the apiary;
 - (ii) the prescribed number of hives in the apiary are, or exhibit signs of having been, infested with wax moth;
 - (iii) the prescribed number of hives in the apiary are dead;
 - (iv) a hive or part of a hive in the apiary has been left exposed in a manner or under conditions likely to attract robber bees.

(3) In proceedings for an offence against this regulation, hives located on the same holding will, in the absence of proof to the contrary, be taken to comprise an apiary.

(4) In this regulation—

"**apiary**" means a number of hives managed together;

"**prescribed number of hives**" in an apiary means—

- (a) if the number of hives comprising the apiary is less than 10—one;

- (b) if the number of hives comprising the apiary is 10 or more—the number that is 10 per cent of the total number of hives comprising the apiary (ignoring any resulting fraction).

(5) For the purposes of this regulation a hive is "dead" if a substantial number of the bees in the hive are dead.

Insertion of reg. 33

5. The following regulation is inserted after regulation 32 of the principal regulations:

Beekeepers compensation fund

33. The amount in the Beekeepers Compensation Fund established for the purposes of the *Apiaries Act 1931* on the repeal of that Act is to be paid into the South Australian Apiary Industry Fund established under the *Primary Industry Funding Schemes (Apiary Industry Fund) Regulations 2001* made under the *Primary Industry Funding Schemes Act 1998*.

Variation of Sched. 1—Fees

6. Schedule 1 of the principal regulations is varied by inserting before item 1 the following item:

A1. Application for registration or renewal of registration as a beekeeper.....\$15.00

No fee is payable if the bees are kept for the purposes of instruction in an educational institution approved by the Chief Inspector.

Insertion of Sched. 2

7. The following Schedule is inserted after Schedule 1 of the principal regulations:

SCHEDULE 2

Transitional Provisions

Continuation of registration of beekeepers

1. A person who was immediately before the repeal of the *Apiaries Act 1931* registered under that Act as a beekeeper will, subject to the Act and these regulations, be taken to be registered as a beekeeper under section 17 of the Act until 28 February 2001.

Hive identification codes

2. A brand allocated to a hive by the Chief Inspector under the repealed *Apiaries Act 1931* immediately before the commencement of these regulations will, on that commencement, be taken to be a hive identification code allocated to the hive under these regulations.

REGULATIONS UNDER THE ENVIRONMENT PROTECTION ACT 1993

No. 3 of 2001

At the Executive Council Office at Adelaide 18 January 2001

PURSUANT to the *Environment Protection 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.

IAIN EVANS Minister for Environment and Heritage

SUMMARY OF PROVISIONS

1. Citation
2. Commencement
3. Insertion of reg. 4B
 - 4B. Special provisions relating to transport of controlled waste

Citation

1. The *Environment Protection (General) Regulations 1994* (see *Gazette* 27 October 1994 p. 1346), 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.

Insertion of reg. 4B

3. The following regulation is inserted after regulation 4A of the principal regulations:

Special provisions relating to transport of controlled waste

4B. (1) In this regulation—

"**Commonwealth Act**" means the *National Environment Protection Council Act 1994* of the Commonwealth, as in force from time to time;

"**consignment authorisation**" has the same meaning as in the *Controlled Waste Transport Measure*;

"**controlled waste**" has the same meaning as in the *Controlled Waste Transport Measure*;

"**Controlled Waste Transport Measure**" means the *National Environment Protection (Movement of Controlled Waste Between States and Territories) Measure* made on 26 June 1998 and as in force from time to time under the Commonwealth Act;

"**participating State**" means a participating State, or a participating Territory, within the meaning of the *Controlled Waste Transport Measure*.

(2) If—

- (a) a person holds a licence or other similar authority that—
 - (i) has been granted by a participating State other than South Australia; and
 - (ii) is the same as or has a similar effect to an environmental authorisation that authorises the activities specified in clause 3(5) or clause 3(6) (or both) of Part A of Schedule 1 of the Act, and
- (b) the person ensures that a copy of the consignment authorisation obtained in relation to the controlled waste being transported is carried in the vehicle transporting the waste; and
- (c) the person ensures that the conditions to which the consignment authorisation is subject (if any) are complied with to the extent that those conditions apply to the transportation of the controlled waste; and
- (d) the person complies with the conditions of the person's licence or other authority granted by the participating State, to the extent that those conditions apply to the transportation of the controlled waste,

then to the extent that the person transports controlled waste into or through South Australia from another participating State, or from South Australia to another participating State, the person is exempt from the requirements of section 36 of the Act.

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CITY OF ONKAPARINGA

DEVELOPMENT ACT 1993

Draft Plan Amendment Report—Noarlunga (City) Development Plan and Willunga (DC) (Metropolitan) Development Plan—Agricultural and Horticultural Ancillary Industrial Areas Plan Amendment Report

THE City of Onkaparinga has prepared a Plan Amendment Report to amend the Noarlunga (City) Development Plan and the Willunga (DC) (Metropolitan) Development Plan.

The Plan Amendment Report proposes amendments to the Rural B Zone (Noarlunga (City) Development Plan) and the Rural Enterprise (Conservation) Zone (Willunga (DC) (Metropolitan) Development Plan) to clarify the opportunities for light industry within these zones. More particularly it proposes to:

- Clarify opportunities for light industry directly associated with primary production within the Rural Enterprise (Conservation) Zone.
- Broaden the opportunities for light industry directly associated with primary production within the Rural B Zone so that they are the same as those available within the Rural Enterprise (Conservation) Zone.
- Modify the Principles of Development Control for both the Rural B Zone and the Rural Enterprise (Conservation) Zone to allow light industrial activities that are not directly associated with primary production to utilise existing buildings and infrastructure.
- Modify the Principles of Development Control that relate to wineries in both the Rural B Zone and the Rural Enterprise (Conservation) Zone to clarify the opportunities for winery related industrial activities.

The draft Plan Amendment Report will be available for public inspection and purchase during office hours at the offices of the City of Onkaparinga from 18 January 2001 to 19 March 2001.

The council offices are located at:

- Noarlunga—Ramsay Place, Noarlunga Centre.
- Willunga—St Peters Terrace, Willunga.
- Happy Valley—The Hub, Aberfoyle Park.

Copies of the Plan Amendment Report can be purchased from council for \$5.

Council invites written submissions regarding the Plan Amendment Report until 19 March 2001. Written submissions should also clearly indicate whether or not their author (or agent) intends to speak at a public hearing to be held on Wednesday, 28 March 2001 at 7 p.m. in the Noarlunga Office of the City of Onkaparinga. All submissions should be addressed to the City Manager, City of Onkaparinga, P.O. Box 1, Noarlunga Centre, S.A. 5168.

Copies of all submissions received will be available for inspection by interested persons at the council offices from 19 March 2001 to 28 March 2001.

Please note that the public hearing may not be held if no submission indicates an interest in speaking at the public hearing.

Dated 18 January 2001.

J. TATE, City Manager

CITY OF PORT LINCOLN

Periodical Review

NOTICE is hereby given that the City of Port Lincoln is currently undertaking a review for the purpose of consideration of:

- (a) altering the composition of the council;
- (b) divide, or redivide the area of the council into wards, alter the division of the area of the council into wards.

The above issues will be considered by council taking into account the following factors:

Community of interest, topography, communication, current population, forecast demographic changes in the city and the adequacy, fairness level and comparison with other councils of a similar size and type.

The review is being conducted pursuant to the Local Government Act 1999 and must be undertaken at least once in every six years.

Any person wishing to make a written submission in relation to the review may do so on or before 5 p.m. Thursday, 8 March 2001 by addressing it to the Chief Executive Officer, City of Port Lincoln, P.O. Box 1787, Port Lincoln, S.A. 5607.

Any person providing a submission will be given the opportunity to address the council on their submission.

I. BURFITT, Chief Executive Officer

[READVERTISED]

CITY OF VICTOR HARBOR

Periodical Review

NOTICE is hereby given that pursuant to the provisions of section 12 (5) of the Local Government Act 1999, the City of Victor Harbor is to carry out a review to determine whether a change of arrangements in respect to elector representation would result in electors being more adequately and fairly represented:

The review will include:

- (a) whether the composition of council should be altered (number of elected members);
- (b) whether wards should/should not exist and if so, where the boundaries should be.

The period for public submissions has been extended to 28 February 2001. Any person wishing to make a written submission in relation to the review may do so by addressing it to the City Manager, City of Victor Harbor, P.O. Box 11, Victor Harbor, S.A. 5211.

Any person(s) making a written submission will also be invited to appear before a meeting of council, to be heard in respect of their submission.

Please note: Any person(s) who responded to the previous advertisement of 19 October 2000, need not resubmit, as all submissions received will still be considered.

J. BOHNSACK, Acting City Manager

CITY OF WHYALLA

Periodical Review

NOTICE is hereby given that pursuant to the provisions of section 12 (5) of the Local Government Act 1999, the Corporation of the City of Whyalla is to carry out a review to determine whether a change of arrangements in respect to elector representation, including ward boundaries and the composition of council. This will result in the election of the council being more adequately and fairly represented.

Information regarding the nature of the periodical review is available from Darling Terrace, Whyalla, S.A. 5600 during opening hours or by contacting Phil Cameron on 8640 3444.

Written submissions are invited from interested persons from Monday, 15 January 2001 and should be directed to the City Manager, P.O. Box 126, Whyalla, S.A. 5600, to be received by 5 p.m. on Wednesday, 7 March 2001.

Any persons making a written submission will be also invited to appear before a meeting of council, or a council committee, to be heard in respect of their submission.

D. KNOX, City Manager

THE BAROSSA COUNCIL

Temporary Street Closure for Tour Down Under Event

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 the following road restrictions will apply to all vehicles, except emergency vehicles and authorised service vehicles on Saturday, 20 January 2001:

Road Closures

Murray Street, Tanunda, from Bridge Street to Bushman Street, from 7 a.m. until 7.30 p.m.

Bilyara Road, Tanunda, from Elizabeth Street to Park Street from 7 a.m. until 7.30 p.m.

Elizabeth Street, Tanunda, from Murray Street, to William Street from 7 a.m. until 7.30 p.m.

Parking Restrictions

Murray Street, Tanunda, from Bridge Street to Bushman Street, from 6 a.m. until 7.30 p.m.

Bilyara Road, Tanunda, from Elizabeth Street to Park Street from 6 a.m. until 7.30 p.m.

Elizabeth Street, Tanunda, from Murray Street to William Street from 6 a.m. until 7.30 p.m.

J. G. JONES, Chief Executive Officer

THE BAROSSA COUNCIL

Temporary Street Closure for the Staging of Cruise on 2001

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 the following public road will be closed to all vehicles, except emergency vehicles and authorised service vehicles, between 5 p.m. and 11 p.m. on Saturday, 20 January 2001:

Murray Street, Tanunda, from Mill Street to Basedow Road.

J. G. JONES, Chief Executive Officer

DISTRICT COUNCIL OF CEDUNA

Periodical Review

NOTICE is hereby given that the District Council of Ceduna is currently undertaking a review for consideration of:

- (a) altering the composition of the council;
- (b) divide, or redivide the area of the council into wards, alter the division of the area of the council into wards.

The above issues will be considered by council, taking into account the following factors: community interest, topography, communication, current population, forecast demographic changes in the district, and the adequacy, fairness level and comparison with other councils of similar size and type.

This review is being conducted pursuant to the Local Government Act 1999, and must be undertaken at least once in every six years.

Any person wishing to make a written submission in relation to the review may do so by addressing a submission to the Chief Executive Officer, District Council of Ceduna, P.O. Box 175, Ceduna, S.A. 5690. Submissions should be received by no later than 4 p.m. on Thursday, 1 March 2001.

Any person providing a submission will be given the opportunity to address the council on their submission.

T. SMART, Acting Chief Executive Officer

DISTRICT COUNCIL OF CLEVE

Periodical Review

NOTICE is hereby given pursuant to the provisions of section 12(5) of the Local Government Act 1999, that the District Council of Cleve is to carry out a review to determine whether a change of arrangements in respect to Elector Representation would result in electors being more adequately and fairly represented.

The review will include whether the composition of council should be altered (number of Councillors) and whether wards should/should not exist and if so, where the boundaries should be.

Information regarding the nature of this review is available from the council office during normal office hours, phone 8628 2004.

Written submissions are invited from interested persons from 18 January 2001 and should be directed to the Chief Executive Officer, 10 Main Street, or P.O. Box 36, Cleve, S.A. 5640, to be received before 5 p.m. on Friday, 2 March 2001.

Any person(s) making a written submission will be also invited to appear before a meeting of council, to be heard in respect of their submission.

F. L. GILLINGS, Chief Executive Officer

DISTRICT COUNCIL OF COOBER PEDY

Periodical Review

NOTICE is hereby given that pursuant to section 12(5) of the Local Government Act 1999, the District Council of Coober Pedy is to carry out a review to determine whether a change of arrangements in respect to elector representation would result in electors being more adequately and fairly represented.

The District Council of Coober Pedy is presently comprised of:

- A Mayor—elected at large
- Eight councillors—elected at large

The review will include whether the composition of council should be altered (number of councillors) and consideration of the ward system.

In undertaking this review council must consider a range of principles set out in section 26 of the Act, and also the matters contained with section 33 of the Act.

Information regarding this review is available from the council office during normal office hours, telephone 8672 5298.

Written submissions are invited from interested persons and should be directed to the Chief Executive Officer, District Council of Coober Pedy, P.O. Box 425, Coober Pedy, S.A. 5723 and should be received by 5 p.m. on Friday, 2 March 2001. Those persons making a written submission will be provided the opportunity to address council on their submission.

T. MCLEOD, Chief Executive Officer

THE FLINDERS RANGES COUNCIL

Appointment

NOTICE is hereby given that in accordance with section 102(a) of the Local Government Act 1999, council at its meeting held on 9 January 2001, appointed Terry Barnes acting Chief Executive Officer for the period Monday, 12 February to Friday, 23 February 2001 *vide* Chief Executive Officer on leave.

D. A. CEARNS, Chief Executive Officer

MID MURRAY COUNCIL

Naming of Road

NOTICE is hereby given that council has assigned the name of Riverside Drive to the area of public road identified as allotment 29 in deposited plan 52809 in the Hundred of Nildottie.

G. R. BRUS, Chief Executive Officer

MID MURRAY COUNCIL

Temporary Road Closure

NOTICE is hereby given that at a meeting of council held on 15 January 2001, it was resolved that pursuant to section 359 of the Local Government Act 1934, as amended, the following portion of road in the Mount Mary Township will be closed to all traffic except emergency service vehicles and vehicles authorised by the Mount Mary Hotel from 10 a.m. on Saturday, 27 January 2001 until 10 a.m. on Sunday, 28 January 2001 for the purpose of entertainment at the Mount Mary Hotel:

North Terrace between allotments 103 and 109.

G. R. BRUS, Chief Executive Officer

DISTRICT COUNCIL OF STREAKY BAY

Periodical Review

NOTICE is hereby given that pursuant to the provisions of section 12 (5) of the Local Government Act 1999, the District Council of Streaky Bay is to carry out a review to determine whether a change of arrangements in respect to elector representation would result in electors being more adequately and fairly represented.

The review will include whether the composition of council should be altered (number of councillors) and if the two ward system should remain, although boundary adjustments may be required. Consideration will also be given to increasing the number of wards or to discarding the ward system.

Information regarding this review is available from the council office during normal office hours, (8626 1001).

Written submissions are invited from interested persons and should be directed to the General Manager, District Council of Streaky Bay, 29 Alfred Terrace, or P.O. Box 179, Streaky Bay, S.A. 5680 and be received by 5pm on Friday, 2 March 2001.

Any person providing a written submission will be given the opportunity to address council on their submission.

J. RUMBELOW, General Manager

DISTRICT COUNCIL OF YANKALILLA

Alteration to Council Meeting Date

NOTICE is hereby given that the ordinary meetings of the District Council of Yankalilla will be held on the second Thursday of each month commencing at 1 p.m. with the Public Forum commencing at 7 p.m. This change of meeting date is to be effective from February 2001.

R. D. SWEETMAN, Chief Executive Officer

IN the matter of the estates of the undermentioned deceased persons:

- Amos, Mark Greig*, late of 12 Pope Street, Beverley, retired motor mechanic, who died on 16 September 2000.
- Atkins, Joy Frances*, late of 16 Leonore Avenue, Kensington Gardens, home duties, who died on 1 November 2000.
- Atkinson, Robert David*, late of 12 Michelmores Street, Whyalla Stuart, greenkeeper, who died on 23 June 2000.
- Biddell, Amy Stella*, late of 45 Denning Street, Hawthorn, of no occupation, who died on 19 October 2000.
- Braham, Margaret*, late of 50 Gulfview Road, Christies Beach, of no occupation, who died on 24 October 2000.
- Carr, Violet Elizabeth*, late of 103 Fisher Street, Fullarton, retired clerk, who died on 9 September 2000.
- Cefai, Ella Jennifer*, late of 37 Cross Road, Kingswood, of no occupation, who died on 31 October 2000.
- Crafter, Marjorie Grace*, late of Cafpirco Road, Compton, retired office supervisor, who died on 22 September 2000.
- Crotty, Hilda Olive*, late of 15 Rosemary Street, Woodville West, of no occupation, who died on 7 November 2000.
- Elliott, Keith John*, late of Tiparra, retired electroplater, who died on 5 October 2000.
- Harmer, Bernice Eileen*, late of 37 Fifth Street, Ardrossan, widow, who died on 1 November 2000.
- Harvey, Reginald James*, late of 101 Addison Road, Rosewater, retired foreman fitter, who died on 26 November 2000.
- Hewett, Jessie Ethel*, late of 18 Cross Road, Myrtle Bank, of no occupation, who died on 24 October 2000.
- Highett, Eileen May*, late of 66 Nelson Road, Valley View, of no occupation, who died on 1 October 2000.
- Hopkins, Mavis Jean*, late of 1 Duffield Street, Gawler East, of no occupation, who died on 23 October 2000.
- Jenkins, Andrew John*, late of 29 Austral Terrace, Morphettville, of no occupation, who died on 4 September 2000.
- Johnson, Frederick Charles Alfred*, late of 150 Adams Road, Craigmore, retired supervisor, who died on 20 November 2000.

Kennedy, Kathleen, late of 14 Frew Street, Fullarton, widow, who died on 27 June 2000.

Kidner, John Benjamin, late of 168 Cudmore Terrace, Henley Beach, retired retail manager, who died on 27 October 2000.

Knight, Hilda Caroline Anne, late of 30 Verdun Street, Beulah Park, widow, who died on 6 October 2000.

Lawler, Doris Ethel, late of 8 Anthony Street, Henley Beach, home duties, who died on 22 October 2000.

Lindermuller, Ludwig Karl, late of 28 Fisherton Street, Elizabeth North, retired fitter and turner, who died on 6 November 1996.

Longmire, Irene Mabel, late of 4 Sylvan Way, Grange, home duties, who died on 10 November 2000.

McCulloch, Eliza Ann, late of 29 Austral Terrace, Morphettville, of no occupation, who died on 29 November 2000.

McQuoid, Sophie Doreen, late of Peterson Street, Somerton Park, home duties, who died on 30 November 2000.

Mellanby, Joyce Audrey, late of 5 Chester Avenue, Clearview, of no occupation, who died on 30 October 2000.

Murdy, Madge, late of 80 Moseley Street, Glenelg South, widow, who died on 29 October 2000.

Neagle, Eileen Margaret, late of 86 Oaklands Road, Glengowrie, retired registered nurse, who died on 30 October 2000.

Rabbett, Edmond Hubert, late of 342 Marion Road, North Plympton, retired driver, who died on 4 December 2000.

Reed, Beryl, late of 5 Mitchell Street, Hyde Park, of no occupation, who died on 28 September 2000.

Reintjens, Wilhelm Gerhard, late of 12 Louis Crescent, Newton, retired joiner, who died on 12 October 2000.

Reye, Christine Anne, late of 14 Second Avenue, Sefton Park, office supervisor, who died on 10 September 2000.

Reynolds, Scott David, late of 393 Anzac Highway, Camden Park, driver, who died on 11 June 2000.

Ryan, Donald Francis, late of 23 Charron Road, Croydon Park, retired Tannery worker, who died on 11 November 2000.

Schmid, Elaine Joyce, late of 19 Dawkins Avenue, Willaston, of no occupation, who died on 29 October 2000.

Scott, Clare Letitia, late of Hawdon Street, Whyalla Norrie, widow, who died on 12 September 2000.

Sheridan, Brian John, late of 77 Sydenham Road, Norwood, retired farmer and grazier, who died on 29 September 2000.

Singleton, Ida Flora, late of 202 East Terrace, Henley Beach, home duties, who died on 2 December 2000.

Smith, Daphne Hope, late of 324 Military Road, Semaphore Park, widow, who died on 29 September 2000.

Soltysiak, Genowefa, late of 70 Railway Terrace, Peterborough, widow, who died on 29 May 2000.

Wallace, Elizabeth Aileen, late of 140 Glynburn Road, Tranmere, retired schoolteacher, who died on 7 November 2000.

Wehlock, Merryl, late of 50 Gulfview Road, Christies Beach, of no occupation, who died on 9 December 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 16 February 2001, 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 18 January 2001.

J. H. WORRALL, Public Trustee

SOUTH AUSTRALIA—In the Supreme Court. No. 465 of 1989. In the matter of Fiscus Pty Limited (in liquidation) (ACN 008 054 706) and in the matter of the Corporations Law.

Notice of Release of Liquidator and Dissolution of the Company

Take notice that by order of the Supreme Court of South Australia, dated 19 December 2000, I, Barrie Malcolm Mansom, First Floor, 17 Bagot Street, North Adelaide, S.A. 5006, the liquidator of the abovenamed company, was granted my release as liquidator and the company was dissolved as at the date of this order.

Dated 11 January 2001.

B. M. MANSOM, Liquidator

PRIDELLE PTY LTD (IN LIQUIDATION)

(ACN 008 068 497)

Notice Convening Final Meeting of Members

NOTICE is hereby given pursuant to section 509 of the Corporations Law that a general meeting of the members of the abovenamed company will be held at the office of Tregloans, Chartered Accountants, 10 Greenhill Road, Wayville, S.A. 5034 on Monday, 8 January 2001 at 5 p.m. for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the company disposed of and of hearing any explanations that may be given by the liquidator.

Dated 8 January 2001.

T. J. CREASY, Liquidator

ATTENTION

CUSTOMERS requiring a proof of their notice for inclusion in the *Government Gazette*, please note that the onus is on you to inform **Government Publishing SA** (*formerly 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.