



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 29 JULY 2004

## CONTENTS

	Page		Page
Acts Assented To.....	2638	Petroleum Act 2000—[REPUBLISHED].....	2680
Administrative Arrangements Act 1994—Notice.....	2639	Private Advertisement .....	2726
Appointments, Resignations, Etc.....	2638	Proclamation.....	2682
Corporations and District Councils—Notices.....	2716	Public Trustee Office—Administration of Estates .....	2726
Crown Lands Act 1929—Notice .....	2639		
Environment Protection Act 1993—Notices .....	2640	<b>REGULATIONS</b>	
Essential Services Commission Act 2002—Notice .....	2639	Meat Hygiene Act 1994 (No. 157 of 2004) .....	2683
Fisheries Act 1982—Notices.....	2645	Daylight Saving Act 1971 (No. 158 of 2004) .....	2685
Fruit and Plant Protection Act 1992—Notice .....	2649	Maralinga Tjarutja Land Rights Act 1984 (No. 159 of 2004).....	2686
Gas Act 1997—Notices.....	2650	National Parks and Wildlife Act 1972— (No. 160 of 2004).....	2694
Geographical Names Act 1991—Notice .....	2671	(No. 161 of 2004).....	2704
Housing Improvement Act 1940—Notices.....	2669	Victims of Crime Act 2001 (No. 162 of 2004) .....	2706
Legislative Council—Resolution.....	2639	Roads (Opening and Closing) Act 1991—Notices .....	2680
Liquor Licensing Act 1997—Notices.....	2671	Road Traffic Act 1961—Notice .....	2680
Local Government Act 1999—Notice.....	2678	Unclaimed Moneys Act 1891—Notice.....	2727
Mining Act 1971—Notices.....	2673		
Passenger Transport Act 1994—Notice.....	2675		

## GOVERNMENT GAZETTE NOTICES

ALL poundkeepers' and private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to **Government Publishing SA** so as to be received no later than 4 p.m. on the Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040. E-mail: [governmentgazette@saugov.sa.gov.au](mailto:governmentgazette@saugov.sa.gov.au). Send as attachments in Word format and please confirm your transmission with a faxed copy of your document, including the date the notice is to be published and to whom the notice will be charged. The *Government Gazette* is available online at: [www.governmentgazette.sa.gov.au](http://www.governmentgazette.sa.gov.au)

Department of the Premier and Cabinet  
Adelaide, 29 July 2004

HIS Excellency the Governor's Deputy directs it to be notified for general information that he has in the name and on behalf of Her Majesty The Queen, this day assented to the undermentioned Acts passed by the Legislative Council and House of Assembly in Parliament assembled, viz.:

No. 26 of 2004—Conveyancers (Corporate Structures) Amendment Act 2004. An Act to amend the Conveyancers Act 1994.

No. 27 of 2004—Statutes Amendment (Co-managed Parks) Act 2004. An Act to amend the Maralinga Tjarutja Land Rights Act 1984 and the National Parks and Wildlife Act 1972.

No. 28 of 2004—State Procurement Act 2004. An Act to regulate the procurement operations of public authorities; to make a related amendment to the Gaming Machines Act 1992; to repeal the State Supply Act 1985; and for other purposes.

No. 29 of 2004—Land Agents (Indemnity Fund-Growden Default) Amendment Act 2004. An Act to amend the Land Agents Act 1994 and to make a related amendment to the Conveyancers Act 1994.

No. 30 of 2004—Emergency Management Act 2004. An Act to establish strategies and systems for the management of emergencies in the State; to make related amendments to other Acts; to repeal the State Disaster Act 1980; and for other purposes.

By command,

J. D. LOMAX-SMITH, for Premier

DPC 02/0586

Department of the Premier and Cabinet  
Adelaide, 29 July 2004

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the South Australian Museum Board, pursuant to the provisions of the South Australian Museum Act 1976:

Member: (from 29 July 2004 until 30 June 2007)  
Antony Simpson  
Elizabeth Diana Perry  
Susan Mary Carthew

Member: (from 23 August 2004 until 22 August 2007)  
Paula Capaldo  
Robert Edwards  
Nyra Bensimon

By command,

J. D. LOMAX-SMITH, for Premier

ASA 00003/2002CS

Department of the Premier and Cabinet  
Adelaide, 29 July 2004

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Radiation Protection Committee, pursuant to the provisions of the Radiation Protection and Control Act 1982:

Member: (from 29 July 2004 until 31 December 2004)  
Paul Vogel  
Timothy Mark Cain  
Con Kapsis  
Kenneth Graham Smith  
Gerald Steven Laurence  
Keith Henry Lokan  
Michael Innes Kitchener  
Serg Caplygin  
Pamela Joy Sykes  
Peter Dolan

Deputy Member: (from 29 July 2004 until 31 December 2004)

Charles Weetman Lott (Deputy to Cain)  
Georgina Ann Upton (Deputy to Kapsis)  
Peter John Storer (Deputy to Smith)  
Tammy Debra Uttridge (Deputy to Laurence)  
Jane Shearer (Deputy to Lokan)  
Barry Ernest Chatterton (Deputy to Kitchener)  
Trina Reif (Deputy to Caplygin)  
Michael Trent Lardelli (Deputy to Sykes)  
Sabina Douglas-Hill (Deputy to Dolan)

Chair: (from 29 July 2004 until 31 December 2004)  
Paul Vogel

By command,

J. D. LOMAX-SMITH, for Premier

MEC 0062/04CS

Department of the Premier and Cabinet  
Adelaide, 29 July 2004

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the State Supply Board, pursuant to the provisions of the State Supply Act 1985:

Member: (from 1 August 2004 until 31 July 2006)  
Patricia Ann Crook  
Lindsay Malcolm Oxlad  
Julieann Riedstra  
Lindsay Murray Thompson  
Fij Miller

Deputy Member: (from 1 August 2004 until 31 July 2006)  
James Edward Fitzpatrick (Deputy to Oxlad)  
Philip Richard Jackson (Deputy to Riedstra)

By command,

J. D. LOMAX-SMITH, for Premier

MADM 006/02CS

Department of the Premier and Cabinet  
Adelaide, 29 July 2004

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Remuneration Tribunal, pursuant to the provisions of the Remuneration Act 1990:

Member: (from 8 August 2004 until 7 August 2007)  
David John Smythe

By command,

J. D. LOMAX-SMITH, for Premier

Department of the Premier and Cabinet  
Adelaide, 29 July 2004

HIS Excellency the Governor's Deputy has been pleased to appoint the Acting Ministers as listed below:

Honourable Paul Holloway, MLC, Minister for Industry and Trade and Minister for Mineral Resources Development to be also Acting Attorney-General, Acting Minister for Justice and Acting Minister for Multicultural Affairs for the period 2 August 2004 to 9 August 2004 inclusive, during the absence of the Honourable Michael John Atkinson, MP; to be also Acting Minister for Health and Acting Minister Assisting the Premier in Social Inclusion for the period 21 August 2004 to 4 September 2004 inclusive, during the absence of the Honourable Lea Stevens, MP; and to be also Acting Minister for Regional Development and Acting Minister for Small Business for the period 29 July 2004 to 8 August 2004 inclusive and Acting Minister for Consumer Affairs from 2 August 2004 to 8 August 2004 inclusive, during the absence of the Honourable Karlene Ann Maywald, MP.

Honourable John David Hill, MP, Minister for Environment and Conservation, Minister for the Southern Suburbs and Minister Assisting the Premier in the Arts to be also Acting Attorney-General, Acting Minister for Justice and Acting Minister for Multicultural Affairs for the period 10 August 2004 to 30 August 2004 inclusive, during the absence of the Honourable Michael John Atkinson, MP; to be also Acting Minister for Regional Development, Acting Minister for Consumer Affairs and Acting Minister for Small Business for the period 9 August 2004 to 14 August 2004 inclusive; and Acting Minister for the River Murray from 6 August 2004 to 14 August 2004 inclusive, during the absence of the Honourable Karlene Ann Maywald, MP.

Honourable Lea Stevens, MP, Minister for Health and Minister Assisting the Premier in Social Inclusion to be also Acting Minister for Industry and Trade and Acting Minister for Mineral Resources Development for the period 10 August 2004 to 20 August 2004 inclusive, during the absence of the Honourable Paul Holloway, MLC.

Honourable Michael John Atkinson, MP, Attorney-General, Minister for Justice and Minister for Multicultural Affairs to be also Acting Minister for Consumer Affairs for the period 29 July 2004 to 1 August 2004 inclusive, during the absence of the Honourable Karlene Ann Maywald, MP.

Honourable Jane Diane Lomax-Smith, MP, Minister for Education and Children's Services and Minister for Tourism to be also Acting Minister for the River Murray for the period 29 July 2004 to 5 August 2004 inclusive, during the absence of the Honourable Karlene Ann Maywald, MP.

By command,

J. D. LOMAX-SMITH, for Premier

MHEA-MGR 0036CS  
ATTG 0155/03CS  
MTRD 0023/04CS  
DPC 050/96PT13CS

Legislative Council Office, 22 July 2004

FORWARDED to the Honourable the Premier the following Resolution, passed by the Legislative Council on 22 July 2004:

That, for the purposes of section 14 of the Botanic Gardens and State Herbarium Act 1978, this council resolves that the Board of the Botanic Gardens and State Herbarium may dispose of any interest in, and be divested of any control of, any of the following land: certificate of title register book volume 5862, folio 262 (formerly volume 4175, folio 187); certificate of title register book volume 5133, folio 747 (formerly volume 4175, folio 188).

J. M. DAVIS, Clerk

#### ADMINISTRATIVE ARRANGEMENTS ACT 1994

##### *Delegation by the Minister for Urban Development and Planning*

PURSUANT to section 9 of the Administrative Arrangements Act 1994, I delegate to the Minister for Families and Communities my functions and powers under sections 26 and 27 of the Development Act 1993, in relation to the City of Mitcham Pasadena High School (Partial Rezoning) Plan Amendment Report.

Dated 14 July 2004.

TRISH WHITE, Minister for Urban Development and Planning

#### CROWN LANDS ACT 1929: SECTION 5

TAKE notice that pursuant to the Crown Lands Act 1929, I, JOHN HILL, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Resume the land defined in The First Schedule.
2. Dedicate the Crown Land defined in The Second Schedule as a Public Utility Way and declare that such land shall be under the care, control and management of The Corporation of the City of Whyalla.

##### **The First Schedule**

Portion of reserves for the purposes of public utility ways, now identified as Allotment 6926, Town of Whyalla, Hundred of Randell, the proclamation of which, together with other land was published in the *Government Gazette* of 21 March 1963 at pages 691, 692 and 693, being portion of the land comprised in Crown Record Volume 5878 Folio 944.

##### **The Second Schedule**

Allotment 711 in Deposited Plan 65145, Town of Whyalla, Hundred of Randell, County of York, exclusive of all necessary roads.

Dated 29 July 2004.

J. HILL, Minister for Environment and Conservation

DEH 13/0938

#### ESSENTIAL SERVICES COMMISSION ACT 2002

##### *Electricity Distribution Code*

NOTICE is hereby given that pursuant to section 28 (2) of the Essential Services Commission Act 2002 the Essential Services Commission has varied Part A, Chapter 1, clause 1.2.2.1 of the Electricity Distribution Code with effect on and from 1 August 2004.

The variation of clause 1.2.2.1 amends the reliability standards for electricity supply to Kangaroo Island by providing for a specific reliability service for the island.

A copy of the Electricity Distribution Code (as varied—version EDC/04) may be inspected or obtained from the Essential Services Commission, 8th Floor, 50 Pirie Street, Adelaide, S.A. 5000 and is also available at [www.escosa.sa.gov.au](http://www.escosa.sa.gov.au).

Queries in relation to the Electricity Distribution Code may be directed to the Essential Services Commission, 8th Floor, 50 Pirie Street, Adelaide. Telephone (08) 8463 4444 or Freecall 1800 633 592.

Execution:

The seal of the Essential Services Commission was affixed with due Authority by the Chairperson of the Essential Services Commission.

Dated 21 July 2004.

(L.S.) L. W. OWENS, Chairperson, Essential Services Commission

## ENVIRONMENT PROTECTION ACT 1993

*Revocation of the Approvals of Classes of Category B Containers*

I, STEPHEN RICHARD SMITH, Senior Adviser, Container Deposit Legislation and Delegate of the Environment Protection Authority ('the Authority'), pursuant to section 69 (8) of the Environment Protection Act 1993 (SA) ('the Act') hereby revoke the approvals of the Classes of Category B Containers sold in South Australia as identified by reference to the following matters, which are described in the first 4 columns of Schedule 1 of this Notice:

- (a) the product which each class of containers shall contain;
- (b) the size of the containers;
- (c) the type of containers;
- (d) the name of the holders of these approvals.

These approvals are revoked as the Authority is satisfied that the subsection 69 (3) arrangement between the approval holder and the party named in Column 5 of Schedule 1 of this notice has been cancelled.

## SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
Black & Gold Cola	2 000	Plastic	BCB Beverages	Flagcan Distributors
Black & Gold Diet Cola	2 000	Plastic	BCB Beverages	Flagcan Distributors
Black & Gold Lemon	2 000	Plastic	BCB Beverages	Flagcan Distributors
Black & Gold Lemonade	2 000	Plastic	BCB Beverages	Flagcan Distributors
Black & Gold Orange	2 000	Plastic	BCB Beverages	Flagcan Distributors
Black & Gold Pineapple	2 000	Plastic	BCB Beverages	Flagcan Distributors
Black & Gold Raspberry	2 000	Plastic	BCB Beverages	Flagcan Distributors
Classic Cola	375	Can	BCB Beverages	Flagcan Distributors
Classic Diet Cola	375	Can	BCB Beverages	Flagcan Distributors
No Frills Cola	375	Can	BCB Beverages	Flagcan Distributors
No Frills Diet Cola	375	Can	BCB Beverages	Flagcan Distributors
No Frills Diet Lemonade	375	Can	BCB Beverages	Flagcan Distributors
No Frills Lemonade	375	Can	BCB Beverages	Flagcan Distributors
No Frills Lime	375	Can	BCB Beverages	Flagcan Distributors
No Frills Orange	375	Can	BCB Beverages	Flagcan Distributors
No Frills Sarsaparilla	375	Can	BCB Beverages	Flagcan Distributors
First Choice Bitter Lemon	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Tonic Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Diet Tonic Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Dry Ginger Ale	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Diet Dry Ginger Ale	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Soda Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Lemon Burst	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Orange Burst	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Dry Ginger	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Soda Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Lime Burst	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Creaming Soda	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Diet Cola	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Spirit Lemonade	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Diet Spirit Lemonade	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Cola	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Cola	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Diet Cola	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Diet Lemonade	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Lemon	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Lemonade	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
First Choice Orange	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Sarsaparilla	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
First Choice Lime	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Bondi Cola Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Lime Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Natural Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Orange Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Pine Lime Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Portello Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Raspberry Apple Mineral Water	1 250	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Spring Water	1 500	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Bondi Cola Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Lime & Bitters Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Lime Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Natural Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Orange Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Pine Lime Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Portello Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Raspberry Apple Mineral Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Caffeine Free Bondi Cola Mineral Water	350	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Lime Mineral Water	350	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Orange Mineral Water	350	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Pine Lime Mineral Water	350	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Raspberry Apple Mineral Water	350	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Spring Water	350	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Lime Mineral Water	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Natural Mineral Water	375	Can	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Bondi Cola Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Lime Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Lemon Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Orange Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Pine Lime Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Portello Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Raspberry Apple Mineral Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Torquay Spring Water	600	Plastic	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Coles Caffeine Free Lite Cola	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Cola	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Cola X tra	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
Coles Lite Cola	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lite Lemonade	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemon	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemonade	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Orange	2 000	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Caffeine Free Lite Cola	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Cola	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Cola X tra	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Lite Cola	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lite Lemonade	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemon	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemonade	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Orange	1 250	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Caffeine Free Lite Cola	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Cola	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Cola X tra	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Lite Cola	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lite Lemonade	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemon	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemonade	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Rush Orange	600	Plastic	BCB Beverages Australia	Flagcan Distributors
Coles Caffeine Free Lite Cola	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Cola	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Cola X tra	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Lite Cola	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lite Lemonade	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemon	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Rush Lemonade	375	Can	BCB Beverages Australia	Flagcan Distributors
Coles Rush Orange	375	Can	BCB Beverages Australia	Flagcan Distributors
Home Brand Ginger Ale	300	Glass	BCB Beverages Australia	Flagcan Distributors
Home Brand Soda Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Home Brand Tonic Water	300	Glass	BCB Beverages Australia Pty Ltd	Flagcan Distributors
Black & Gold Soda Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Dry Ginger	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Diet Lemonade	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Spring Water	1 500	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Cola	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Diet Cola	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Dry Ginger	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Diet Lemonade	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lemon	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lime	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lemonade	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lemon Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Natural Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Orange	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Orange Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Raspberry	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Soda Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Dry Ginger	300	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Soda Water	300	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Tonic Water	300	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lemon	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lemonade	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Orange	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Black & Gold Lime	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Cola Maximum	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Diet Lemonade	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Diet Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Lemonade	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Caffeine Free Diet Cola	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Caffeine Free Diet Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Cola Maximum	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Diet Lemonade	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Lemon	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Orange	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Cola	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Bi Lo Lemon Lime Orange Mineral Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Bi Lo Lemon Mineral Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Bi Lo Natural Mineral Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Bi Lo Orange & Mango Mineral Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Cola	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
IGA Lemon	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Lemonade	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Orange	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Creaming Soda	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Cola	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Diet Cola	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Lemon	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Lemonade	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Orange	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Soda Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Spring Water	1 500	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Diet Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Lemon	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Lemonade	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Orange	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Creaming Soda	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Premium Selection Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Premium Selection Diet Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Premium Selection Lemon	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Premium Selection Lemonade	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Premium Selection Orange	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Natural Mineral Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Cola	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemonade	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Orange	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Soda Water	2 000	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemon	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemon Lime Orange Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemon Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Orange Mango Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Cola	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Diet Cola	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Dry Ginger	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Diet Lemonade	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lime	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemonade	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Natural Mineral Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Orange	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Raspberry	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Soda Water	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Cola	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemon	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lime	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Lemonade	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Savings Orange	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Lemon Mineral Water	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Orange Mineral Water	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Pine Lime Mineral Water	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Apple Raspberry Mineral Water	375	Can	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Natural Mineral Water	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Luna Semillon	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Luna Chardonnay	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Luna Pinot Noir	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Lemonade	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Lemon	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Orange	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Passionfruit	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Tropical	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Tropical	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Passionfruit	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Orange	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Lemon	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Reef Lemonade	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Orange Mangosteen	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Grapefruit Lemon Mandarin	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Lemon Lime Orange	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Peach Cherimoya	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Apple Plum Blackcurrent	1 250	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Apple Plum Blackcurrent	300	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Peach Cherimoya	300	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Lemon Lime Orange	300	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Grapefruit Lemon Mandarin	300	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Delite Orange Mangosteen	300	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Cola	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Diet Cola	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Diet Lemonade	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size (mL)	Container Type	Approval Holder	Collection Arrangements
Farmland Lemon	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Lemonade	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
Farmland Orange	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Apple & Raspberry	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Apple & Raspberry	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Bondi Cola	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Bondi Cola	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Chinotto	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Lemon	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Lemon	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Lemon & Lime	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Lemon & Lime	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Lemon Lime & Bitters	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Orange	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Orange	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Pineapple & Lime	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Pineapple & Lime	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Portello	600	Plastic	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Portello	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Pure Mineral Water	330	Glass	BCB Beverages Pty Ltd	Flagcan Distributors
Torquay Pineapple & Lime	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Cola	2 000	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Lemonade	2 000	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Soda Water	2 000	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Natural Still Spring Water	1 500	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Natural Still Spring Water	600	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Cola	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Creaming Soda	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Diet Cola	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Lemon	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Lemonade	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Orange	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Soda Water	1 250	PET	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Cola	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Creaming Soda	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Diet Cola	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Lemon	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Lemonade	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Lime	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
IGA Frenzy Orange	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
CCC Cola	375	Can—Aluminium	BCB Beverages Pty Ltd	Flagcan Distributors
Angostura Lemon Lime & Bitters	330	Glass with Paper Label	BCB Beverages Pty Ltd	Flagcan Distributors

## ENVIRONMENT PROTECTION ACT 1993

*Revocation of Collection Depot*

I, STEPHEN RICHARD SMITH, Senior Adviser, Container Deposit Legislation and Delegate of the Environment Protection Authority ('the Authority'), pursuant to section 69 of the Environment Protection Act 1993 (SA) ('the Act') hereby:

*Revocation of Collection Depot:*

Revoke the collection depot identified by reference to the following matters, which previously received all containers belonging to a class of containers that were approved as Category B Containers:

- the name of the collection depot described in Column 1 of Schedule 1 of this Notice;
- the name of the proprietor of the depot identified in Column 3 of Schedule 1 of this Notice;
- the location of the depot described in Columns 4-6 of Schedule 1 of this Notice; and
- the collection area in relation to which the collection depot was approved referred to in Column 7 of Schedule 1 of this Notice.

## SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Depot Name	Company/Trading Name	Proprietors	Depot Location Street	Depot Location Suburb	Certificate of Title No. Volume/Folio Number	Collection Area
Norwood Bottle & Can Recycling Depot	Norwood Bottle & Can Recycling Depot	Andrew Charles Bowden	3 Runge Street	Norwood	5324/698, 695, 697	Southern

## FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Dr Ian Whittington from the Parasitology Section, South Australian Museum, North Terrace, Adelaide, S.A. 5000 (the 'exemption holder') or a person acting as his agent is exempt from the provision of section 41 of the Fisheries Act 1982, but only insofar as he or she may engage in the activities specified in Schedule 1 (the 'exempted activity'), using the gear specified in Schedule 2, subject to the conditions set out in Schedule 3 from the date of gazettal of this notice until 30 June 2005, unless varied or revoked earlier.

## SCHEDULE 1

The collection of fish from all marine waters of South Australia, excluding aquatic reserves.

## SCHEDULE 2

1 seine net (the maximum length of which does not exceed 30 m, and a minimum mesh size of 10 mm).

## SCHEDULE 3

1. The specimens collected pursuant to this exemption may only be used for scientific research purposes only and must not be sold.

2. All fish not required for scientific or research purposes must be immediately returned to the water.

3. The exemption holder must notify PIRSA Fishwatch on 1800 065 522 at least 24 hours prior to conducting the exempted activity and answer a series of questions about the exempted activity. The exemption holder will need to have a copy of the exemption at the time of making the call, and be able to provide information about the area and time of the exempted activity, the vehicles and boats involved, the number of agents undertaking the exempted activity and other related questions.

4. Within 14 days of the collection of organisms pursuant to this notice, the exemption holder must provide a report in writing to the Director of Fisheries, (G.P.O. Box 1625, Adelaide, S.A. 5001) within 3 months of the expiry of this notice, giving the following details:

- the date and time of collection;
- the description of all species collected; and
- the number of each species collected.

5. While engaged in the exempted activity, the exemption holder or his agents must be in possession of a copy of this notice. The exemption holder must also provide each of the agents with a short letter confirming that they may act as his agent. A copy of this notice and such a letter must be produced to a PIRSA Fisheries Compliance Officer if requested.

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

Dated 23 July 2004.

W. ZACHARIN, Director of Fisheries

## FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Rex Bichard, holder of Western Zone Abalone Fishery Licence No. W01, P.O. Box 957, Port Lincoln, S.A. 5607 (the 'exemption holder'), is exempt from Regulation 11A of the Fisheries (Scheme of Management—Abalone Fisheries) Regulations 1991, but only insofar as the exemption holder may permit two registered masters to undertake fishing activity pursuant to licence number W01 (the 'exempted activity'), subject to the conditions set out in Schedule 1, from date of gazettal of this notice until 30 June 2005, unless varied or revoked earlier.

## SCHEDULE 1

1. The exempted activity may only be conducted from a boat registered on Western Zone Abalone Fishery Licence No. W01.

2. The exemption holder must not permit more than two registered masters to engage in the exempted activity on any one day.

3. If more than one registered master is engaged in the exempted activity on any one day, one of the registered masters must be a designated trainee diver.

4. For the purposes of the exemption, the 'designated trainee diver' may only be Nicole Dianne Bichard, 106 Tasman Terrace, Port Lincoln, S.A. 5606.

5. The exemption holder may engage in the exempted activity for a maximum of 10 days during the period commencing from 23 July 2004 to 30 June 2005.

6. Prior to conducting the exempted activity the exemption holder must advise the PIRSA Fishwatch duty officer on 1800 065 522 with the following information:

- name of licence holder;
- licence number;
- name of registered master undertaking the exempted activity for the day;
- name of trainee diver;
- registered number of boat being used;
- time and location of launch and estimated retrieval time and location.

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

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

Dated 23 July 2004.

W. ZACHARIN, Director of Fisheries

## DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 2 pieces of mesh net with orange float line
- 1 cracked red coloured plastic crate

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Port Pirie on 7 December 2003.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kadina office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 29 January 2004.

M. LEWIS, General Manager, Fisheries Services

## DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 green meshed commercial blue crab pot with yellow float and yellow bait holder

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at South Tickera on 19 January 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kadina office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 29 January 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot
- 1 length of rope
- 1 buoy

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Victor Harbour on 17 February 2000.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Birkenhead office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot
- 1 length of rope
- 2 buoys

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Victor Harbor on 17 February 2000.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Birkenhead office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot
- 1 length of rope
- 2 buoys

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Victor Harbor on 17 February 2000.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Birkenhead office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 5 L white bucket
- 1 black berley bucket
- 3 green Opera House yabbie pots and rope
- 1 blue Opera House yabbie pot and rope

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Axel Stenross Boat Ramp, Port Lincoln on 1 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Port Lincoln office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, red neck, white/yellow/blue rope
- 1 black bait basket
- 1 4 L red float
- 1 smaller red float engraved with S135-1FK

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Port MacDonnell on 8 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Mount Gambier office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot with stainless steel mesh
- 2 black bait baskets (1 copper/1 steel toggle) with red plastic neck and white rope
- 1 4 L red buoy
- 1 2 L white buoy with '46X' written on it
- 1 yellow cattle tag with 'H6' written on it

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Robe on 18 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

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DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot with red plastic neck
- 1 black bait basket, pink nylon mesh, yellow rope, red plastic tomato sauce container and 2 L white buoy

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Robe on 18 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

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DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, red plastic neck with cane and stainless steel mesh
- 1 red bait basket
- 1 black bait basket with orange rope
- 1 cylindrical white buoy with 'S183' written on it
- 1 2 L white buoy

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Robe on 19 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

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DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 50 m mesh net with cork float line
- 2 iron weights and green soft drink bottle float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Shack Road, Port Augusta on 22 April 2003.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kadina office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 15 October 2003.

M. LEWIS, General Manager, Fisheries Services

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DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, cane neck, white strap, 1 red 4 L float, 1 2 L blue float, yellow and black rope
- 1 rock lobster pot, cane neck, white strap, orange rope, 1 red/white 4 L float, 1 1 L white float
- 1 rock lobster pot, red plastic neck/cane, white strap, red/blue soft plastic 4 L float, faded red rope, white cone float
- 1 rock lobster pot, broken red neck, white strap, orange and white rope, 4 L float, white 1 L float
- 1 rock lobster pot, red plastic neck, white strap, white rope, white 4 L float
- 1 rock lobster pot, cane neck, white strap, 1 4 L red float, 1 red 1 L float
- 1 rock lobster pot, red plastic neck/cane, orange rope, white 4 L float (Magare)
- 1 rock lobster pot, cane neck, white rope, 1 red 4 L float, 1 2 L float, 1 1 L white float
- 1 rock lobster pot, red neck, white strap, yellow and black rope, 1 4 L red float, 1 2 L blue float
- 1 rock lobster pot, red neck, red rope, green strap, red 4 L soft float
- 1 rock lobster pot, red neck, green rope, white strap, orange 4 L float, white 2 L float
- 1 rock lobster, black neck/cane, yellow and black rope, white strap, orange 4 L float (S069) orange/green 2 L float
- 1 rock lobster pot, red plastic neck/cane, white rope, white strap, brown and green 4 L float, brown/white 2 L float, blue 1 L float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Cape Banks/Red Rock Bay/Pelican Point on 25 March 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Mount Gambier office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

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DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, cane neck, faded red float, red plastic bait basket, white plastic tag, pink float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

1 rock lobster pot, red plastic neck, black plastic bait basket, 1 red float, 1 white float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

1 rock lobster pot, red plastic neck, 2 faded red floats, white rope, clear rubber strap protector

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

1 beehive style rock lobster pot, black neck, yellow rope and yellow and red float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

1 rock lobster pot, red plastic neck, 1 yellow float, 1 faded red float, yellow rope

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

1 rock lobster pot, 1 red float, red plastic neck, yellow rope, strap rope

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

1 beehive style rock lobster pot with red plastic neck, 2 red foam buoys, 1 white foam buoy and white rope

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, red plastic neck, 1 black plastic bait basket,
- 2 red floats, 1 smaller white float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, cane neck, pink rubber float with black 'X' marking, thick rope, smaller black/white float

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay on 28 April 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston, SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 rock lobster pot, red faded plastic neck with 'S049' marked, red buoy, pink/orange rope

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Guichen Bay, Robe on 11 May 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

DEPARTMENT OF PRIMARY INDUSTRIES AND  
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries:

- 1 fish net 66.5 m green mesh net, mesh size, 5.5 cm
- Headline, yellow 8 mm nylon rope with 87 yellow foam floats, 65 mm x 30 mm
- Bottom line, yellow 8 mm nylon rope with 100 lead weights, 23 mm x 10 mm
- 2 white round foam buoys
- 1 10 kg lead weight

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Port Broughton on 2 June 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Port Pirie office of the Department of Primary Industries and Resources SA, Fisheries.

Dated 22 July 2004.

M. LEWIS, General Manager, Fisheries  
Services

## FRUIT AND PLANT PROTECTION ACT 1992

*Declaration of a Quarantine Area*

PURSUANT to section 14 of the Fruit and Plant Protection Act 1992, I, Stephanie Key, Acting Minister for Agriculture, Food and Fisheries make the following notice:

*Interpretation*

In this notice 'The Standard' means the document published by Department of Primary Industries and Resources South Australia entitled Plant Quarantine Standard as in force from time to time.

In this notice 'Hosts of citrus canker' is as specified in 'The Standard' (Condition 29).

*Declaration*

The following portions of the State commonly known as the Riverland are declared to be a quarantine area with respect to Citrus Canker:

- The County of Hamley;
- The Hundreds of Bookpurnong, Cadell, Gordon, Holder, Katarapko, Loveday, Markaranka, Moorook, Murtho, Parcoola, Paringa, Pooginook, Pyap, Stuart, Waikerie, Eba, Fisher, Forster, Hay, Murbko, Nildottie, Paisley, Ridley and Skurray.

*Prohibition*

Fruits and plant material grown in Queensland that are hosts of citrus canker must not be imported or introduced into the Quarantine Area.

STEPHANIE KEY, Acting Minister for  
Agriculture, Food and Fisheries

**GAS ACT 1997**  
**AGL SOUTH AUSTRALIA PTY LTD**

*Default Contract Terms and Conditions Applicable From 29 July 2004*

PLEASE NOTE: This contract is about the sale and supply of gas to you as a customer at your current supply address (but only if this contract is expressed to apply to you in relation to that supply address).

These standard terms and conditions are published in accordance with section 34 of the South Australian Gas Act 1997 and will come into force on 29 July 2004. When in force these standard terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

**1. THE PARTIES**

This contract is between:

AGL South Australia Pty Ltd (ABN 49 091 105 092) of 226 Greenhill Road Eastwood South Australia 5063 (in this *customer sale contract* referred to as “we”, “our” or “us”); and

You, the *customer* to whom this *customer sale contract* is expressed to apply (in this *customer sale contract* referred to as “you” or “your”).

**2. DEFINITIONS**

Words appearing in bold type like *this* are defined in Schedule 1 to this contract.

**3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

**3.1 These are our terms and conditions**

This document sets out our current *default contract* terms and conditions for the purposes of section 34B of the *Gas Act*.

**3.2 Default contracts**

These terms and conditions apply to you (and as a consequence you will be deemed by section 34 of the *Gas Act* to have a *default contract* with us) if:

- (a) you are a *small customer* in relation to your *supply address*;
- (b) you commence taking a supply of gas at that *supply address* after 28 July 2004 without first entering into a *standing contract* or a *market contract* for that *supply address* with us or another *retailer*; and
- (c) we were the last *retailer* to have a contract with a *customer* for the sale of gas for that *supply address*.

**4. WHAT IS THE TERM OF THIS CONTRACT?**

**4.1 When does this contract end?**

Your contract will end:

- (a) when you enter into a different *customer sale contract* with us or another *retailer* for your *supply address*; or
- (b) when another *customer* enters into a *customer sale contract* with us or another *retailer* for that supply address.
- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for gas supplied to that *supply address* under clause 16; or
- (d) on the day after you cease to have the right under the Energy Retail Code to have your *supply address* reconnected following disconnection in accordance with clause 15.

**4.2 Rights on the contract ending**

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

**5. SCOPE OF THIS CONTRACT**

**5.1 What is covered by this contract?**

This contract applies to the sale and supply of gas to you at your *supply address*. We agree to sell and supply gas to you at your *supply address* and perform the other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

## 5.2 Quality of Supply

### 5.2.1 Our obligations

We will use our *best endeavours* to supply gas to you in accordance with *applicable regulatory instruments*.

### 5.2.2 Explanation of change in quality of gas supply

We will provide you within 10 *business days* of your request an explanation of any change in the quality of gas outside of the allowed limits specified in *applicable regulatory instruments*.

### 5.2.3 Limitation on quality of supply obligations

Our obligation concerning the quality of gas supply is limited to the extent that:

- (a) the distribution system; or
- (b) the quality of gas supply to other customers, is adversely affected by your action or equipment.

We will, at your request, provide you with advice on any facilities required to protect gas equipment.

## 5.3 Safety of supply

### 5.3.1 Our obligations

We will use our *best endeavours* to ensure that our actions do not interfere with the safe operation of the *distribution system*.

### 5.3.2 Right to information by a small customer

At your request we will provide advice on:

- (a) the facilities required to protect gas equipment; and
- (b) your use of *supply* so that it does not interfere with the *distribution system* or with *supply* to any other gas installation.

## 5.4 Reliability of Supply

### 5.4.1 Our obligations

We will use our *best endeavours* to provide a reliable supply of gas to you in accordance with *applicable regulatory instruments*.

### 5.4.2 Interruption of supply

Subject to this clause 5.4, we may interrupt your gas supply for maintenance or repair, for the installation of a new supply to another customer, in an emergency or for health and safety reasons.

Subject to the time frames set out in clause 11, we must give you reasonable notice before interrupting or limiting the gas supply to your *supply address*.

### 5.4.3 Unplanned interruption

In the case of an unplanned interruption, we will provide a 24 hour telephone service to enable you to ascertain details and the expected duration of your interruption.

### 5.4.4 Information on interruptions

At your request, we will give you an explanation for any unplanned maintenance and/or interruption to the supply of gas at your *supply address*.

## 6. OUR LIABILITY

### 6.1 How this clause operates with the Trade Practices Act etc.

The Trade Practices Act 1974 (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of gas, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *supply address*; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your *supply address*, or acquiring equivalent goods or services.

#### 6.2 **Survival of this clause**

This clause 6 survives the termination of this *customer sale contract*.

### 7. **APPOINTMENTS**

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will credit your next bill with \$20 (including GST) and phone you to apologise.

### 8. **PRICE FOR GAS AND OTHER SERVICES**

#### 8.1 **What are our tariffs and charges?**

Our current tariffs and charges for gas and other services are set out in the *price list*. Some of the tariffs and charges are regulated by law.

Other amounts relating to the sale of gas to you, including special meter readings, account application fees and fixed charges for special purpose gas sales will be separately itemised on your bill.

At your request, we must provide you with reasonable information setting out the components of the charges which appear on a bill.

#### 8.2 **Which tariff applies to you?**

Our *price list* explains the conditions that need to be satisfied for each tariff and charge.

In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

#### 8.3 **Variations to the customer's tariffs and charges**

We may only vary our tariffs and charges in accordance with the requirements of the *Gas Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the *South Australian Government Gazette*.

If the conditions applying to our tariffs and charges change so that your previous tariff and charges no longer apply to you at your *supply address*, we can decide which tariffs and charges will apply.

#### 8.4 **Switching tariffs**

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

#### 8.5 **Changes to the tariff rates and charges during a billing cycle**

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a *pro-rata* basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

#### 8.6 **Changes to the tariff type during a billing cycle**

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

#### 8.7 **Pass through of taxes and other charges**

In some cases we can pass through to you certain taxes and other charges in accordance with *applicable regulatory instruments*. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

## 8.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 7.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for “taxable supplies” as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

## 9. BILLING

### 9.1 When bills are sent

We will send a bill for the sale and supply of gas to you as soon as possible after the end of each *billing cycle*.

If we fail to issue a bill following the end of a *billing cycle*, we will offer you the option of paying for any gas used during the relevant *billing cycle* under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

### 9.2 Calculating the bill

We will calculate at the end of each *billing cycle*:

- (a) the bill for gas sold and supplied during that *billing cycle* (using information obtained from reading your meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this contract during the *billing cycle*.

### 9.3 Estimating the gas usage

If your meter is unable to be read, or your metering data is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of gas which was purchased from us at your *supply address* may be estimated.

When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of gas used, based on the reading of the meter. When you have received an estimated bill due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged under an instalment plan.

If the meter is unable to be read due to your actions, we can bill you any charges we incur in arranging for a meter reader returning to your *supply address* to read the meter.

### 9.4 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

### 9.5 Contents of a bill

The bill will be in a form and contain such information as is required by the *Energy Retail Code*.

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment.

### 10.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (e.g. where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

### 10.3 Late payments

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. If you are a *business customer*, you may also be required to pay interest on the outstanding amount as set out in the *price list*.

This clause does not affect our right to arrange for your *supply address* to be disconnected under clause 14 of this contract.

### 10.4 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

We are required by the *Energy Retail Code* to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an instalment plan and provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

## 11. ACCESS TO YOUR SUPPLY ADDRESS

You must allow safe and convenient access to your *supply address* for the purposes of:

- (a) reading the meter;
- (b) connecting or disconnecting supply;
- (c) inspection, repair or testing of the gas installation at your *supply address*; or
- (d) maintenance of the distribution system.

We will give you at least 24 hours notice of our intention to enter your *supply address* for the purposes of connecting or disconnecting supply or inspection, repair or testing of the gas installation.

We will give you at least 4 *business days* notice of our intention to enter your *supply address* for the purposes of planned maintenance work.

## 12. OVERCHARGING AND UNDERCHARGING

### 12.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

### 12.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$100, and you have already paid that amount, we must ask you whether the amount should be credited to your account, repaid to you or paid to another person, and pay the amount in accordance with your instructions within 10 *business days*.

### 12.3 Reviewing your bill

If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

### 13. SECURITY DEPOSITS

#### 13.1 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the deposit at a rate and on terms required by the *Energy Retail Code*.

#### 13.2 Use of a security deposit

We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *supply address*; or
- (b) in relation to a final bill (i.e., the bill we issue when you stop buying gas from us at your *supply address*).

#### 13.3 Business customers

If you are purchasing gas for business use, we may request that you increase the amount of your *security deposit* in accordance with the *Energy Retail Code*.

### 14. DISCONNECTION OF SUPPLY

#### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address* if:

- (a) you do not pay your bill by the last day for payment and, in the case of *residential customers*, you refuse to agree to an instalment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed instalment plan or payment option;
- (c) you use gas illegally or breach clause 17 of this contract;
- (d) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

#### 14.2 Comply with the Energy Retail Code

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

#### 14.3 Disconnection for emergencies

Despite any other provisions of this *customer sale contract*, we may disconnect or interrupt the supply of gas at your *supply address* in an emergency.

If we do disconnect or interrupt the supply of gas at your *supply address* due to an emergency, we will provide a 24 hour telephone service with information on the nature of the emergency and an estimate of when supply will be restored. We will also use our *best endeavours* to reconnect the supply of gas at your *supply address* as soon as possible.

#### 14.4 Disconnection for maintenance

We may disconnect or interrupt the supply of gas at your *supply address* for planned maintenance on or augmentation to the distribution system.

If we do plan to disconnect or interrupt the supply of gas at your *supply address* for planned maintenance on or augmentation to the distribution system we will use our *best endeavours* to give you at least 4 *business days* notice of that disconnection or interruption.

We will use our *best endeavours* to minimise interruptions and to restore supply of gas to your *supply address* as soon as practicable.

### 15. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your *supply address* and you pay to us all of our reconnection charges in advance, we will arrange for the reconnection of your *supply address*.

We may refuse to arrange reconnection and terminate your *customer sale contract* if we are allowed to do so under the *Energy Retail Code* (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 *business days* after the date on which you were disconnected).

### 16. VACATING A SUPPLY ADDRESS

You must give us at least 3 *business days* notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.

When we receive the notice, we must use our *best endeavours* to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

If you do not provide the required notice, or if you do not provide access to your meter, you will be responsible for all gas purchased at the *supply address* until:

- (a) we become aware that you have vacated your *supply address* and the relevant meters have been read; or
- (b) you give us the required notice; or
- (c) someone else commences purchasing gas from us or another *retailer* for that *supply address*.

## 17. USE OF GAS AND ILLEGAL USE

### 17.1 Use of gas

You must not:

- (a) allow gas purchased from us to be used other than in accordance with this contract or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

### 17.2 Illegal use

If you have breached clause 17.1 of this contract, we may, in accordance with the *Energy Retail Code*:

- (a) estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your *supply address*.

## 18. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Gas Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying gas changes).

## 19. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with the *Gas Act*, provided the amendments satisfy the requirements of the *Energy Retail Code*, any special conditions to this contract and our licence. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

## 20. NOTICES

Unless this document or the *Energy Retail Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at the address at which you buy gas from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent.

## 21. PRIVACY AND CONFIDENTIALITY

### 21.1 Privacy of information

Subject to clauses 21.2 and 25 of this contract we must keep your information about you confidential.

### 21.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

## 22. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale and supply of gas by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

By calling us on 131 245.

### 23. FORCE MAJEURE

#### 23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this contract due to the occurrence of a *force majeure event*:

- (a) the obligations of the party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and
- (b) the affected party must use its *best endeavours* to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

#### 23.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

#### 23.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

#### 23.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

### 24. APPLICABLE LAW

We, as your *retailer*, and you, as our customer, agree to comply with any applicable requirements of any codes or guidelines issued by the *Commission* from time to time.

The laws of South Australia govern this contract.

### 25. LAST RESORT EVENT

If we are no longer entitled under the *Gas Act* to sell gas to you due to a *last resort event* occurring in relation to us, we are required by the *Energy Retail Code* to provide your name, billing address and *MIRN* to the gas entity appointed as the retailer of last resort under the *Gas Act* and this contract will come to an end.

## SCHEDULE 1: DEFINITIONS

“*applicable regulatory instruments*” means any Act or regulatory instrument made under an Act, or regulatory instrument issued by the *Commission*, which applies to us as a *retailer*;

“*best endeavours*” means to act in good faith and use all reasonable efforts, skill and resources;

“*billing cycle*” means the regular recurrent period for which you receives a bill from us;

“*business customer*” means a *small customer* who is not a *residential customer*;

“*business day*” means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

“*connection point*” means the agreed point of supply between your gas installation and the distribution system;

“*customer*” means a *customer* as defined in the *Gas Act* who buys or proposes to buy gas from a *retailer*;

“*customer sale contract*” means a *standing contract*, a *market contract* or a *default contract*;

“*date of receipt*” means, in relation to the receipt by you of a notice (including a *disconnection warning*) given by us:

- (a) in the case where we hand the notice to you, the date we do so;
- (b) in the case where we send a notice by facsimile or by e-mail before 5 p.m. on a *business day*, on that *business day*, otherwise on the next *business day*;
- (c) in the case where we leave the notice at your *supply address*, the date we do so;
- (d) in the case where we give the notice by post or, registered mail or lettergram, a date 2 *business days* after the date we sent the notice.

“*default contract*” means the *customer sale contract* between a *retailer* and a *default customer* arising in accordance with the regulations under the *Gas Act*;

“*default customer*” means, in relation to a *connection point*, a person who is deemed pursuant to the regulations under the *Gas Act* to have a *default contract* with a *retailer* in relation to that *connection point*;

“*disconnection warning*” means a notice in writing issued in accordance with clause 9 of Part A of the Energy Retail Code;

“*distributor*” means a holder of a licence to operate a distribution system under Part 3 of the *Gas Act*;

“*force majeure event*” means an event outside the control of you or us;

“*Gas Act*” means the *Gas Act 1997*;

“*in-situ termination*” means a termination made where you are not vacating a *supply address*;

“*last resort event*” means an event which triggers the operation of the retailer of last resort scheme approved by the *Commission*

“*market contract*” means a *customer sale contract* which complies with Part A of the *Energy Retail Code* other than a *standing contract* or a *default contract*;

“*metering data*” has the meaning given that term in the *Retail Market Rules*;

“*MIRN*” means a Meter Installation Registration Number assigned to a metering installation at a gas *customer’s* *supply address*;

“*price list*” means our list of current tariffs and charges applying to you from time to time;

“*quarterly*” means the period of days represented by 365 days divided by 4;

“*residential customer*” means a *small customer* who acquires gas for domestic use;

“*retailer*” means a person licensed under the *Gas Act* to sell and supply gas;

“*security deposit*” means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill;

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“*small customer*” has the same meaning as is given to that term in the *Energy Retail Code*;

“*standing contract*” has the same meaning as is given to that term in the *Energy Retail Code*;

“*standing offer*” means the offer to sell and supply gas made in accordance with our *standing offer obligation*;

“*standing offer obligation*” means the obligation imposed on a *retailer* under the *Gas Act* to agree to sell and supply gas to a *small customer* in accordance with the *retailer’s standing contract* terms and conditions when requested to do so by that *small customer*;

“*supply address*” means:

- (a) the address for which you purchase gas from us where there is only one *connection point* at that address;  
or
  - (b) where there is more than one *connection point* at that address, each *connection point* through which you purchase gas from us.
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## GAS ACT 1997

*Energy Australia—Default Contract Prices*

PURSUANT to section 34 B (3) (a) of the Gas Act 1997, notice is hereby given that EnergyAustralia fixes the default contract prices for the sale and supply of gas to its default customers in South Australia as being the price last fixed under the Act by the Minister.

These default contract prices will take effect on 2 August 2004.

**GAS ACT 1997 (SA)****EnergyAustralia***Default Contract Terms and Conditions Applicable from 2 August 2004***PREAMBLE**

This contract is about the sale and supply of gas to you as a customer at your current supply address (but only if this contract is expressed to apply to you in relation to that supply address).

These standard terms and conditions are published in accordance with section 34 of the *South Australian Gas Act 1997* and will come into force on 2 August 2004. When in force these standard terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

**1. THE PARTIES**

This contract is between:

EnergyAustralia (ABN 67 505 337 385) Level 12, 644 Chapel Street, South Yarra, Vic. 3141 (in this *customer sale contract* referred to as “we”, “our” or “us”); and

You, the *customer* to whom this *customer sale contract* is expressed to apply (in this *customer sale contract* referred to as “you” or “your”).

**2. DEFINITIONS**

Words appearing in bold type like *this* are defined in Schedule 1 to this contract.

**3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?****3.1 These are our terms and conditions**

This document sets out our current *default contract* terms and conditions for the purposes of section 34B of the *Gas Act*.

**3.2 Default contracts**

These terms and conditions apply to you (and as a consequence you will be deemed by section 34 of the *Gas Act* to have a *default contract* with us) if:

- (a) you are a *small customer* in relation to your *supply address*;
- (b) you commence taking a supply of gas at that *supply address* after 2 August 2004 without first entering into a *standing contract* or a *market contract* for that *supply address* with us or another *retailer*; and
- (c) we were the last *retailer* to have a contract with a *customer* for the sale of gas for that *supply address*.

**4. WHAT IS THE TERM OF THIS CONTRACT?****4.1 When does this contract end?**

Your contract will end:

- (a) if you enter into a different *customer sale contract* with us or another *retailer* for your *supply address*;
- (b) if another *customer* enters into a *customer sale contract* with us or another *retailer* for that *supply address*;
- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for gas supplied to that *supply address* under clause 17; or

(d) on the day after you cease to have the right under the *Energy Retail Code* to have your *supply address* reconnected following disconnection in accordance with clause 16.

#### 4.2 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

### 5. SCOPE OF THIS CONTRACT

#### 5.1 What is covered by this contract?

This contract applies to the sale and supply of gas to you at your *supply address*. We agree to sell and supply gas to you at your *supply address* and perform the other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 10 of this contract, and perform your other obligations under this contract.

#### 5.2 Quality of Supply

##### 5.2.1 Our obligations

We will use our *best endeavours* to supply gas to you in accordance with *applicable regulatory instruments*.

##### 5.2.2 Explanation of change in quality of gas supply

We will provide you within 10 *business days* of your request an explanation of any change in the quality of gas outside of the allowed limits specified in *applicable regulatory instruments*.

##### 5.2.3 Limitation on quality of supply obligations

Our obligation concerning the quality of gas supply is limited to the extent that:

- (a) the distribution system; or
  - (b) the quality of gas supply to other customers,
- is adversely affected by your action or equipment.

We will, at your request, provide you with advice on any facilities required to protect gas equipment.

#### 5.3 Safety of supply

##### 5.3.1 Our obligations

We will use our *best endeavours* to ensure that our actions do not interfere with the safe operation of the *distribution system*.

##### 5.3.2 Right to information by a small customer

At your request we will provide advice on:

- (a) the facilities required to protect gas equipment; and
- (b) your use of *supply* so that it does not interfere with the *distribution system* or with *supply* to any other gas installation.

#### 5.4 Reliability of Supply

##### 5.4.1 Our obligations

We will use our *best endeavours* to provide a reliable supply of gas to you in accordance with *applicable regulatory instruments*.

##### 5.4.2 Interruption of supply

Subject to this clause 5.3, we may interrupt your gas supply for maintenance or repair, for the installation of a new supply to another customer, in an emergency or for health and safety reasons.

Subject to the time frames set out in clause 12, we must give you reasonable notice before interrupting or limiting the gas supply to your *supply address*.

#### 5.4.3 **Unplanned interruption**

In the case of an unplanned interruption, we will provide a 24 hour telephone service to enable you to ascertain details and the expected duration of your interruption.

#### 5.4.4 **Information on interruptions**

At your request, we will give you an explanation for any unplanned maintenance and/or interruption to the supply of gas at your *supply address*.

### 6. **YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)**

There are no preconditions.

### 7. **OUR LIABILITY**

#### 7.1 **How this clause operates with the Trade Practices Act etc.**

The *Trade Practices Act 1974 (Cth)* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited. Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of gas, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *supply address*; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your *supply address*, or acquiring equivalent goods or services.

#### 7.2 **Survival of this clause**

This clause 7 survives the termination of this *customer sale contract*.

### 8. **APPOINTMENTS**

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will credit your next bill with \$20 (including GST) and phone you to apologise.

### 9. **PRICE FOR GAS AND OTHER SERVICES**

#### 9.1 **What are our tariffs and charges?**

Our current tariffs and charges for gas and other services are set out in the *price list*. Some of the tariffs and charges are regulated by law. Other amounts relating to the sale of gas to you, including special meter readings, account application fees and fixed charges for special purpose gas sales will be separately itemised on your bill.

At your request, we must provide you with reasonable information setting out the components of the charges which appear on a bill.

#### 9.2 **Which tariff applies to you?**

Our *price list* explains the conditions that need to be satisfied for each tariff and charge. In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

#### 9.3 **Variations to the customer's tariffs and charges**

We may only vary our tariffs and charges in accordance with the requirements of the *Gas Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the *South Australian Government Gazette*.

If the conditions applying to our tariffs and charges change so that your previous tariff and charges no longer apply to you at your *supply address*, we can decide which tariffs and charges will apply.

#### 9.4 **Switching tariffs**

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

#### 9.5 Changes to the tariff rates and charges during a billing cycle

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the billing cycle.

#### 9.6 Changes to the tariff type during a billing cycle

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the billing cycle.

#### 9.7 Pass through of taxes and other charges

In some cases we can pass through to you certain taxes and other charges in accordance with *applicable regulatory instruments*. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

#### 9.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST.

These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 9.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for "taxable supplies" as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

### 10. BILLING

#### 10.1 When bills are sent

We will send a bill for the sale and supply of gas to you as soon as possible after the end of each *billing cycle*.

If we fail to issue a bill following the end of a *billing cycle*, we will offer you the option of paying for any gas used during the relevant *billing cycle* under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

#### 10.2 Calculating the bill

We will calculate at the end of each *billing cycle*:

- (a) the bill for gas sold and supplied during that *billing cycle* (using information obtained from reading your meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this contract during the billing cycle.

#### 10.3 Estimating the gas usage

If your meter is unable to be read, or your metering data is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of gas which was purchased from us at your *supply address* may be estimated.

When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of gas used, based on the reading of the meter. When you have received an estimated bill due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you option of paying for the amount undercharged under an instalment plan.

If the meter is unable to be read due to your actions, we can bill you any charges we incur in arranging for a meter reader returning to your *supply address* to read the meter.

#### 10.4 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

#### 10.5 Contents of a bill

The bill will be in a form and contain such information as is required by the *Energy Retail Code*.

### 11. PAYING YOUR BILL

#### 11.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment.

#### 11.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (e.g., where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

#### 11.3 Late payments

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. If you are a *business customer*, you may also be required to pay interest on the outstanding amount as set out in the *price list*.

This clause does not affect our right to arrange for your *supply address* to be disconnected under clause 15 of this contract.

#### 11.4 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

We are required by the *Energy Retail Code* to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an instalment plan and provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

### 12. ACCESS TO YOUR SUPPLY ADDRESS

You must allow safe and convenient access to your *supply address* for the purposes of:

- (a) reading the meter;
- (b) connecting or disconnecting supply;
- (c) inspection, repair or testing of the gas installation at your *supply address*; or
- (d) maintenance of the distribution system.

We will give you at least 24 hours' notice of our intention to enter your *supply address* for the purposes of connecting or disconnecting supply or inspection, repair or testing of the gas installation.

We will give you at least 4 *business days*' notice of our intention to enter your *supply address* for the purposes of planned maintenance work.

### 13. OVERCHARGING AND UNDERCHARGING

#### 13.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

#### 13.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$100, and you have already paid that amount, we must ask you whether the amount should be credited to your account, repaid to you or paid to another person, and pay the amount in accordance with your instructions within 10 *business days*.

### 13.3 **Reviewing your bill**

If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

## 14. **SECURITY DEPOSITS**

### 14.1 **Interest on security deposits**

Where you have paid a security deposit, we must pay you interest on the deposit at a rate and on terms required by the *Energy Retail Code*.

### 14.2 **Use of a security deposit**

We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *supply address*; or
- (b) in relation to a final bill (i.e., the bill we issue when you stop buying gas from us at your *supply address*).

### 14.3 **Business customers**

If you are purchasing gas for business use, we may request that you increase the amount of your *security deposit* in accordance with the *Energy Retail Code*.

## 15. **DISCONNECTION OF SUPPLY**

### 15.1 **When can we arrange for disconnection?**

Subject to us satisfying the requirements in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address* if:

- (a) you do not pay your bill by the last day for payment and, in the case of *residential customers*, you refuse to agree to an instalment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed instalment plan or payment option;
- (c) you use gas illegally or breach clause 19 of this contract;
- (d) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

### 15.2 **Comply with the Energy Retail Code**

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

### 15.3 **Disconnection for emergencies**

Despite any other provisions of this *customer sale contract*, we may disconnect or interrupt the supply of gas at your *supply address* in an emergency.

If we do disconnect or interrupt the supply of gas at your *supply address* due to an emergency, we will provide a 24 hour telephone service with information on the nature of the emergency and an estimate of when supply will be restored. We will also use our *best endeavours* to reconnect the supply of gas at your *supply address* as soon as possible.

### 15.4 **Disconnection for maintenance**

We may disconnect or interrupt the supply of gas at your *supply address* for planned maintenance on or augmentation to the distribution system.

If we do plan to disconnect or interrupt the supply of gas at your *supply address* for planned maintenance on or augmentation to the distribution system we will use our *best endeavours* to give you at least 4 *business days*' notice of that disconnection or interruption.

We will use our *best endeavours* to minimise interruptions and to restore supply of gas to your *supply address* as soon as practicable.

#### 16. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your *supply address* and you pay to us all of our reconnection charges in advance, we will arrange for the reconnection of your *supply address*.

We may refuse to arrange reconnection and terminate your *customer sale contract* if we are allowed to do so under the *Energy Retail Code* (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 *business days* after the date on which you were disconnected).

#### 17. VACATING A SUPPLY ADDRESS

You must give us at least 3 *business days*' notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill. When we receive the notice, we must use our *best endeavours* to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

If you do not provide the required notice, or if you do not provide access to your meter, you will be responsible for all gas purchased at the *supply address* until:

- (a) we become aware that you have vacated your *supply address* and the relevant meters have been read;
- (b) you give us the required notice; or
- (c) someone else commences purchasing gas from us or another *retailer* for that *supply address*.

#### 18. USE OF GAS AND ILLEGAL USE

##### 18.1 Use of gas

You must not:

- (a) allow gas purchased from us to be used other than in accordance with this contract or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

##### 18.2 Illegal use

If you have breached clause 18.1 of this contract, we may, in accordance with the *Energy Retail Code*:

- (a) estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your *supply address*.

#### 19. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Gas Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying gas changes).

#### 20. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with the *Gas Act*, provided the amendments satisfy the requirements of the *Energy Retail Code*, any special conditions to this contract and our licence. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

#### 21. NOTICES

Unless this document or the *Energy Retail Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at the address at which you buy gas from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent.

## 22. PRIVACY AND CONFIDENTIALITY

### 22.1 Privacy of information

Subject to clauses 22.2 and 26 of this contract we must keep your information about you confidential.

### 22.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

## 23. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale and supply of gas by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

EnergyAustralia  
Locked Bag 9004  
Richmond, Vic. 3121  
Phone 13 88 08

## 24. FORCE MAJEURE

### 24.1 Effect of *force majeure* event

If, but for this clause 24, either party would breach this contract due to the occurrence of a *force majeure event*:

- (a) The obligations of the party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and
- (b) The affected party must use its *best endeavours* to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

### 24.2 Deemed prompt notice

For the purposes of this clause 24, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

### 24.3 Obligation to overcome or minimise effects of *force majeure event*

Either party relying on this clause 24 by claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

### 24.4 Settlement of industrial disputes

Nothing in this clause 24 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

## 25. APPLICABLE LAW

We, as your *retailer*, and you, as our customer, agree to comply with any applicable requirements of any codes or guidelines issued by the *Commission* from time to time.

The laws of South Australia govern this contract.

## 26. LAST RESORT EVENT

If we are no longer entitled under the *Gas Act* to sell gas to you due to a *last resort event* occurring in relation to us, we are required by the *Energy Retail Code* to provide your name, billing address and *MIRN* to the gas entity appointed as the retailer of last resort under the *Gas Act* and this contract will come to an end.

## SCHEDULE 1: DEFINITIONS

“*applicable regulatory instruments*” means any Act or regulatory instrument made under an Act, or regulatory instrument issued by the *Commission*, which applies to us as a *retailer*;

“*best endeavours*” means to act in good faith and use all reasonable efforts, skill and resources;

“*billing cycle*” means the regular recurrent period for which you receives a bill from us;

“*business customer*” means a *small customer* who is not a *residential customer*;

“*business day*” means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

“*connection point*” means the agreed point of supply between your gas installation and the distribution system;

“*customer*” means a *customer* as defined in the *Gas Act* who buys or proposes to buy gas from a *retailer*;

“*customer sale contract*” means a *standing contract*, a *market contract* or a *default contract*;

“*date of receipt*” means, in relation to the receipt by you of a notice (including a *disconnection warning*) given by us:

- (a) in the case where we hand the notice to you, the date we do so;
- (b) in the case where we send a notice by facsimile or by e-mail before 5pm on a *business day*, on that *business day*, otherwise on the next *business day*;
- (c) in the case where we leave the notice at your *supply address*, the date we do so;
- (d) in the case where we give the notice by post or, registered mail or lettergram, a date 2 *business days* after the date we sent the notice.

“*default contract*” means the *customer sale contract* between a *retailer* and a *default customer* arising in accordance with the regulations under the *Gas Act*;

“*default customer*” means, in relation to a *connection point*, a person who is deemed pursuant to the regulations under the *Gas Act* to have a *default contract* with a *retailer* in relation to that *connection point*;

“*disconnection warning*” means a notice in writing issued in accordance with clause 9;

“*distributor*” means a holder of a licence to operate a distribution system under Part 3 of the *Gas Act*;

“*force majeure event*” means an event outside the control of you or us;

“*Gas Act*” means the *Gas Act 1997*;

“*in-situ termination*” means a termination made where you are not vacating a *supply address*;

“*last resort event*” means an event which triggers the operation of the retailer of last resort scheme approved by the *Commission*;

“*market contract*” means a *customer sale contract* which complies with Part A of the *Energy Retail Code* other than a *standing contract* or a *default contract*;

“*metering data*” has the meaning given that term in the *Retail Market Rules*;

“*MIRN*” means a Meter Installation Registration Number assigned to a metering installation at a gas *customer’s supply address*;

“*price list*” means our list of current tariffs and charges applying to you from time to time;

“*quarterly*” means the period of days represented by 365 days divided by 4;

“*residential customer*” means a *small customer* who acquires gas for domestic use;

“*retailer*” means a person licensed under the *Gas Act* to sell and supply gas;

“*security deposit*” means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill;

“*small customer*” has the same meaning as is given to that term in the *Energy Retail Code*;

“*supply address*” means:

- (a) the address for which you purchase gas from us where there is only one *connection point* at that address; or
- (b) where there is more than one *connection point* at that address, each *connection point* through which you purchase gas from us.

Dated 29 July 2004.

B. MACDONALD, Compliance Manager SA

## HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, the South Australian Housing Trust in the exercise of the powers conferred by the said Part, does hereby fix as the maximum rental per week which shall be payable subject to section 55 of the Residential Tenancies Act 1995, in respect of each house described in the following table the amount shown in the said table opposite the description of such house and this notice shall come into force on the date of this publication in the *Gazette*.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published	Maximum rental per week payable in respect of each house \$
		Volume	Folio		
Section 142, The Point Road, Jervois	Sections 152 and 888, Hundred of Brinkley and allotments 1 and 2, 3 and 4, 13 and 14, 15 and 16 in Filed Plan 44706	Crown Lease 712	6	1.4.04, page 1001	10.00
	Sections 150 and 151, Hundred of Brinkley and allotments pieces 5 and 6, 7 and 8, 17 and 18, 19 and 20 in Filed Plan 44706	Crown Lease 1062	24		
11 George Street, Mount Gambier	Allotment 101 of portion of section 10, Hundred of Blanche	5866	492	30.11.95, page 1513	165.00
123 Murray Road, Port Noarlunga	Allotment 1155 in Deposited Plan 4941, Hundred of Noarlunga	5615	134	1.4.04, page 1001	100.00
34 Eighth Street, Port Pirie West	Allotment 198 of portion of section 15, Hundred of Pirie	5490	51	10.11.77, page 1433	85.00
Flat 3/43 Fifth Avenue, St Peters	Allotment 847 of portion of section 258, Hundred of Adelaide	5808	869	30.1.92, page 283	110.00
Flat 4/43 Fifth Avenue, St Peters	Allotment 847 of portion of section 258, Hundred of Adelaide	5808	869	29.10.92, page 1439	100.00
Flat 5/43 Fifth Avenue, St Peters	Allotment 847 of portion of section 258, Hundred of Adelaide	5808	869	29.10.92, page 1439	100.00
5 Delprat Terrace, Whyalla	Allotment 99, Hundred of Randell	5569	490	23.12.93, page 3050	100.00
Unit 8/12-16 Pibroch Avenue, Windsor Gardens	Unit 8, Strata Plan 1841, Hundred of Yatala	5057	778	27.7.00, page 309	150.00

Dated at Adelaide, 29 July 2004.

M. DOWNIE, General Manager, Housing Trust

## HOUSING IMPROVEMENT ACT 1940

NOTICE is hereby given that the South Australian Housing Trust in the exercise of the powers conferred by the Housing Improvement Act 1940, does hereby declare the houses described in the table hereunder to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940.

No. of House and Street	Locality	Allotment, Section, etc.	Certificate of Title	
			Volume	Folio
5 Marion Street	Bordertown	Allotments 122 and 124 in Deposited Plan 1198, Hundred of Tatiara	5436	655
2 Nicole Street	Christies Beach	Allotment 77 in Filed Plan 152553, Hundred of Noarlunga	5512	316
41 Wilkins Road	Elizabeth Downs	Allotment 34 in Deposited Plan 53666, Hundred of Munno Para	5737	389
40 Milner Road	Hilton	Allotment 3 in Filed Plan 161093, Hundred of Adelaide	5297	737
Unit 1/5 Devon Drive	Salisbury	Allotment 80 in Filed Plan 113675, Hundred of Munno Para	5572	413
Unit 2/5 Devon Drive	Salisbury	Allotment 80 in Filed Plan 113675, Hundred of Munno Para	5572	413
25 Pudney Street	Seaton	Allotment 41 in Deposited Plan 3249, Hundred of Yatala	5555	875

Dated at Adelaide, 29 July 2004.

M. DOWNIE, General Manager, Housing Trust

## HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, and whereas the South Australian Housing Trust is satisfied that each of the houses described hereunder has ceased to be substandard, notice is hereby given that, in exercise of the powers conferred by the said Part, the South Australian Housing Trust does hereby revoke the said declaration in respect of each house.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published
		Volume	Folio	
29 Harriett Street, Adelaide	Allotment 1 of portion of Town Acre 597, Hundred of Adelaide	5296	520	6.5.65, page 1061
15 Mead Street, Birkenhead	Filed Plan 3379-A123, Hundred of Port Adelaide	5777	187	28.3.68, page 1079
11 Ragless Avenue, Enfield	Allotment 1 of portion of section 343, Hundred of Yatala	5735	205	29.7.93, page 715
6 Eliza Street, Kalangadoo (also known as Lot 879)	Allotment 879 in Filed Plan 191441, Hundred of Grey	5716	792	27.9.01, page 4303
239 Dawkins Road, Lewiston	Allotment 38 of portion of section 19, Hundred of Port Gawler	5141	587	26.9.96, page 1220
Unit 2/13 Gulf Street, Moonta Bay	Allotment 141 in Deposited Plan 6064, Hundred of Wallaroo	5134	745	3.2.00, page 714
Flats at rear of 16 Sixth Street, Murray Bridge	Allotment 733 of portion of allotment 77, Hundred of Mobilong	5545	294	29.1.87, page 232
135 Beulah Road, Norwood	Allotment 5 in Deposited Plan 423, Hundred of Adelaide	5508	441	22.1.70, page 378
Flat 2/34 Riddoch Street, Penola	Allotment 6 of portion of section 34 in Deposited Plan 233, Hundred of Penola	5194	377	29.4.93, page 1556
139 Moscow Street, Peterborough	Allotment 192 of portion of section 209	5442	568	12.9.91, page 819
1 Threadgold Street, Peterborough	Allotment 351 of portion of section 209, Hundred of Yongala	5432	879	24.1.91, page 255
40 Wright Street, Peterborough	Allotment 457 of Deposited Plan 3873, Hundred of Yongala	5181	730	6.12.90, page 1688
5 Quebec Street, Port Adelaide	Allotment 132 in Filed Plan 3470, Hundred of Port Adelaide	5789	217	29.1.04, page 274
Section 215 Davenport Street, Robe (also known as Robe Street)	Section 215, Hundred of Waterhouse	5283	741	29.9.94, page 867
22 Battams Street, Stepney (also known as 20-22 Battams Street)	Portion of section 259 of Allotment 489 in Filed Plan 20313, Hundred of Adelaide	5129	165	16.3.78, page 913
Unit 2/26 Quorn Road, Stirling North	Allotments 103 and 104 in Deposited Plan 24717, Hundred of Davenport	5431	137 and 138	30.8.01, page 3431

Dated at Adelaide, 29 July 2004.

M. DOWNIE, General Manager, Housing Trust

## GEOGRAPHICAL NAMES ACT 1991

*Notice to Assign Names and Boundaries to Places*

NOTICE is hereby given pursuant to the provisions of the above Act, that I, PETER MACLAREN KENTISH, Surveyor-General and Delegate appointed by Michael Wright, Minister for Administrative Services, Minister of the Crown to whom the administration of the Geographical Names Act 1991 is committed DO HEREBY assign the names **TARCOOLA, WOOMERA, PIMBA and IRON KNOB**, to those areas **Out of Councils** and shown numbered **1 to 4 on Rack Plan 857 (Sheet 1)**.

Dated 21 July 2004.

P. M. KENTISH, Surveyor-General

04/0429

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Raymond and Kathleen Brougham have applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Lot 501, Blockers Road, Myponga, S.A. 5202 and known as Moonlit Springs.

The application has been set down for hearing on 31 August 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date (viz: 23 August 2004).

The applicants' address for service is c/o Raymond and Kathleen Brougham, P.O. Box, Myponga 5202.

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

Dated 19 July 2004.

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 Tivoli Corporation Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 287 Rundle Street, Adelaide, S.A. 5000 and known as Rundle Noodle Bar & Restaurant.

The application has been set down for hearing on 30 August 2004 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 (viz: 24 August 2004).

The applicant's address for service is c/o Duc Mai Lawyers, P.O. Box 149, Kilkenny, S.A. 5009.

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

Dated 19 July 2004.

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 Woolies Liquor Stores Pty Ltd has applied to the Licensing Authority for the removal of a Retail Liquor Merchant's Licence in respect of premises situated at Shop 3, 361 Kensington Road, Kensington Gardens, S.A. 5068 and to be situated at Shop 1, Marryatville Shopping Centre, corner of Kensington Road and Tusmore Avenue, Marryatville, S.A. 5068 and known as BWS—Beer Wine Spirits.

The application has been set down for hearing on 27 August 2004 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 (viz: 19 August 2004).

The applicant's address for service is c/o Greg Griffin, Level 14, 26 Flinders Street, Adelaide, S.A. 5000.

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

Dated 22 July 2004.

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 Matthew Marten Rosenberg has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 48 Boucaut Avenue, Klemzig, S.A. 5087 and known as Matthew Marten Rosenberg.

The application has been set down for hearing on 27 August 2004 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 (viz: 19 August 2004).

The applicant's address for service is c/o Matthew Rosenberg, P.O. Box 8016, Station Arcade, Adelaide, S.A. 5000.

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

Dated 22 July 2004.

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 Whisson Lake Pty Ltd as trustee for the Bisset Family Trust, Lake Family Trust and Whisson Investment Trust has applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Gully Road, Uraidla, S.A. 5142 and known as Whisson Lake.

The application has been set down for hearing on 19 August 2004 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, before 18 August 2004.

The applicant's address for service is c/o Lynch Meyer, (Attention: Damien Foulis), 190 Flinders Street, Adelaide, S.A. 5000.

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

Dated 20 July 2004.

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 TK Wines Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Penna Lane via Clare, Penwortham, S.A. 5453 and known as TK Wines.

The application has been set down for hearing on 27 August 2004 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 (viz: 19 August 2004).

The applicant's address for service is c/o TK Wines Pty Ltd, 3 Davis Street, Norwood, S.A. 5067.

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

Dated 19 July 2004.

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 Anrix Pty Ltd as a trustee of the Q. & T. Y. Lu Family Trust and Sunny (SA) Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 11 George McCallum Road, Smithfield, S.A. 5114 and known as House of the Red Dragon.

The application has been set down for hearing on 31 August 2004 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 (viz: 23 August 2004).

The applicant's address for service is c/o Henry Ringwood, 11 George McCallum Road, Smithfield, S.A. 5114.

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

Dated 21 July 2004.

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 David James Cook has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lot 101, Cromer Road, Birdwood, S.A. 5234 and known as Coobara Wines.

The application has been set down for hearing on 27 August 2004 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 (viz: 19 August 2004).

The applicant's address for service is c/o Wallmans Lawyers, (Attention: Ben Allen or Peter Hoban), 173 Wakefield Street, Adelaide, S.A. 5000.

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

Dated 22 July 2004.

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 Zonte's Footstep Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Wellington Road, Langhorne Creek, S.A. 5255 and known as Zonte's Footstep.

The application has been set down for hearing on 27 August 2004 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 (viz: 19 August 2004).

The applicant's address for service is c/o Wallmans Lawyers, (Attention: Ben Allen), 173 Wakefield Street, Adelaide, S.A. 5000.

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

Dated 22 July 2004.

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 D. & V. Tiedeman Holdings Pty Ltd has applied to the Licensing Authority for a Direct Sales Licence in respect of premises situated at 5 Shandon Avenue, Seaton, S.A. 5023 and to be known as Beer in a Bin.

The application has been set down for hearing on 27 August 2004 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 (viz: 19 August 2004).

The applicant's address for service is c/o Claudia Cream & Co., P.O. Box 177, Park Holme, S.A. 5043.

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

Dated 21 July 2004.

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 Vivonne Pty Ltd as a trustee for the Moore Trust has applied to the Licensing Authority for the transfer of a Retail Liquor Merchant's Licence in respect of premises situated at Vivonne Bay, Kangaroo Island, S.A. 5223 and known as Vivonne Bay General Store & Bottle Shop.

The application has been set down for hearing on 31 August 2004 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date (viz: 23 August 2004).

The applicant's address for service is c/o John Moore, 5/135 Allinga Avenue, Glenunga, S.A. 5064.

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

Dated 21 July 2004.

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 Cathryn Mary and Jeffrey Charles Rosenboom have applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Lot 102, Smith Hill Road, Yankalilla, S.A. 5203 and known as Allusion Vineyard.

The application has been set down for hearing on 1 September 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date (viz: 24 August 2004).

The applicants' address for service is c/o Jeffrey Rosenboom, P.O. Box 82, Yankalilla, S.A. 5203.

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

Dated 22 July 2004.

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 Reserve Hotels Pty Ltd has applied to the Licensing Authority for a variation to the current Extended Trading Authorisation in respect of premises situated at 16 Arcadia Court, North Haven, S.A. 5018 and known as Sailmaster Tavern.

The application has been set down for hearing on 27 August 2004 at 9 a.m.

*Conditions*

The following licence conditions are sought:

Variation to the current Extended Trading Authorisation:

Monday to Saturday: Midnight to 3 a.m. the following day;

Sunday: 8 p.m. to 3 a.m. the following day;

Good Friday: Midnight to 2 a.m. the following day;

Christmas Day: Midnight to 2 a.m. the following day;

Sunday Christmas Day: 8 p.m. to 2 a.m. the following day;

New Year's Eve: 2 a.m. the following day to 3 a.m. the following day;

Days preceding other Public Holidays: Midnight to 3 a.m. the following day;

Sundays preceding Public Holidays: 8 p.m. to 3 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 (viz: 19 August 2004).

The applicant's address for service is c/o Patsouris & Associates, Barristers & Solicitors, 82 Halifax Street, Adelaide, S.A. 5000.

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

Dated 20 July 2004.

Applicant

## MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Heathgate Resources Pty Ltd

Location: Paralana Creek area—Approximately 110 km east-north-east of Leigh Creek.

Term: 1 year

Area in km<sup>2</sup>: 178

Ref: 2004/00609

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

## MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Resource and Capital Management SA Pty Ltd

Location: Iron Baron area—Approximately 30 km west of Whyalla.

Term: 1 year

Area in km<sup>2</sup>: 822

Ref: 2004/00047

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

## MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Resource and Capital Management SA Pty Ltd

Location: Cobbler Hill area—Approximately 15 km west of Port Lincoln.

Term: 1 year

Area in km<sup>2</sup>: 132

Ref: 2004/00093

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Resource and Capital Management SA Pty Ltd  
 Location: Lipson Cove—Approximately 60 km north-east of Port Lincoln.  
 Term: 1 year  
 Area in km<sup>2</sup>: 399  
 Ref: 2003/00385

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Caltowie area—Approximately 95 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 940  
 Ref: 2004/00231

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Templers area—Approximately 45 km north-east of Adelaide.  
 Term: 1 year  
 Area in km<sup>2</sup>: 712  
 Ref: 2004/00228

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Jamestown area—Approximately 110 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 937  
 Ref: 2004/00232

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Mount Remarkable area—Approximately 50 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 893  
 Ref: 2004/00229

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Washpool area—Approximately 140 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 1 041  
 Ref: 2004/00233

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Slippery Corner area—Approximately 70 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 1 085  
 Ref: 2004/00230

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Orroroo-Bendleby area—Approximately 55 km north of Peterborough.  
 Term: 1 year  
 Area in km<sup>2</sup>: 1 109  
 Ref: 2004/00235

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Pekina area—Approximately 80 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 543  
 Ref: 2004/00260

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Lancelot area—Approximately 130 km south-east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 731  
 Ref: 2004/00262

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Flinders Diamonds Ltd  
 Location: Amyton area—Approximately 45 km east of Port Augusta.  
 Term: 1 year  
 Area in km<sup>2</sup>: 718  
 Ref: 2004/00323

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

##### *Geoscientific Investigations*

PURSUANT to section 15 of the Mining Act 1971 ('Act'), I advise that the Minerals and Energy Division of Primary Industries and Resources SA, will be undertaking geoscientific investigations over the Yellabinna area—Approximately 130 km north of Ceduna.

Further to a notice in the *Government Gazette* dated 18 March 2004, I hereby advise that the area has been expanded to cover an area of approximately 5 027 km<sup>2</sup>. The investigations commenced on 2 April 2004 and the expected completion date is 1 April 2005.

Pursuant to section 15 (7) of the Act, I hereby advise that no applications for mining tenements will be received and/or considered in respect of the land described above until the completion date of 1 April 2005.

Please note that the completion date may be extended by further notice in the *Gazette*. Copies of the plan are available by phoning the Mining Registrar on telephone (08) 8463 3097.

Reference: T02440

H. TYRTEOS, Mining Registrar

#### MINING ACT 1971

##### *Geoscientific Investigations*

PURSUANT to section 15 (5) of the Mining Act 1971 ('Act'), I advise that the Minerals and Energy Division of Primary Industries and Resources SA, will be undertaking geoscientific investigations over the Bitza Bore area—Approximately 60 km north of Marla. The investigations will commence on or after 12 August 2004, and the expected completion date will be 11 August 2005.

Pursuant to section 15 (7) of the Act, I hereby advise that no applications for mining tenements will be received and/or considered in respect of the land described above until the completion date of 11 August 2005.

Please note that the completion date may be extended by further notice in the *Gazette*. Copies of the plan are available by phoning the Mining Registrar on telephone (08) 8463 3097.

Reference: T02462

H. TYRTEOS, Mining Registrar

#### PASSENGER TRANSPORT ACT 1994

##### *Appointment of Prescribed Officer*

NOTICE is hereby given that the following person has been appointed by the Minister for Transport and Urban Planning under section 57 of the Passenger Transport Act 1994 to be a Prescribed Officer under the Act:

Margaret Carolyn Meridew

T. O'LOUGHLIN, Chief Executive, Department of Transport and Urban Planning

## GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2004

	\$		\$
Agents, Ceasing to Act as.....	35.50	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	23.60
Incorporation .....	18.10	Discontinuance Place of Business .....	23.60
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Transfer of Properties .....	44.75	Intention to Sell, Notice of.....	44.75
Attorney, Appointment of.....	35.50	Lost Certificate of Title Notices .....	44.75
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Meeting Final.....	29.75	Annual Financial Statement—Forms 1 and 2 .....	499.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	354.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name .....	70.50
First Name.....	35.50	Each Subsequent Name.....	9.10
Each Subsequent Name.....	9.10	Noxious Trade.....	26.50
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Creditors.....	35.50	General).....	18.10
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pany be wound up voluntarily and that a liquidator		Registers of Members—Three pages and over:	
be appointed').....	44.75	Rate per page (in 8pt) .....	226.00
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Restored Name.....	33.50	column line, tabular one-third extra.	
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Pages	Main	Amends	Pages	Main	Amends
1-16	2.15	0.95	497-512	30.25	29.00
17-32	2.90	1.80	513-528	31.25	29.90
33-48	3.80	2.70	529-544	32.00	31.00
49-64	4.75	3.65	545-560	33.00	32.00
65-80	5.60	4.60	561-576	33.75	33.00
81-96	6.50	5.40	577-592	34.75	33.50
97-112	7.40	6.30	593-608	35.75	34.50
113-128	8.30	7.25	609-624	36.50	35.50
129-144	9.35	8.25	625-640	37.25	36.10
145-160	10.20	9.10	641-656	38.25	37.20
161-176	11.20	10.00	657-672	38.75	38.00
177-192	12.00	11.00	673-688	40.50	38.80
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225-240	14.70	13.60	721-736	43.50	41.50
241-257	15.70	14.30	737-752	44.00	42.90
258-272	16.60	15.30	753-768	45.00	43.40
273-288	17.50	16.40	769-784	45.50	44.70
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337-352	21.20	20.00	833-848	49.25	48.00
353-368	22.00	21.00	849-864	50.00	48.80
369-384	22.90	21.90	865-880	51.00	50.00
385-400	23.80	22.70	881-896	51.50	50.50
401-416	23.70	23.50	897-912	53.00	51.50
417-432	25.75	24.50	913-928	53.50	53.00
433-448	26.60	25.50	929-944	54.50	53.50
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**LOCAL GOVERNMENT ACT 1999*****Regulations by the Local Government Superannuation Board***

THE Local Government Superannuation Board makes the following regulations pursuant to Part 2 of Schedule 1 of the Local Government Act 1999.

The rules constituting the Local Government Superannuation Scheme known as Local Super are amended with effect from 1 January 2005 as follows:

1. Rule 2(a) is amended by:
  - 1.1 inserting a definition of "Default Conditions" immediately after the definition of "Declared Rate" as follows:

***"Default Conditions"*** has the meaning set out under rule 73(a)(B);
  - 1.2 inserting a definition of "Election Conditions" immediately after the definition of "Derivatives" as follows:

***"Election Conditions"*** has the meaning set out under rule 73(a)(A).
2. Rule 30(c)(ii) is deleted and replaced with the following:

*"(ii) if the benefit is or becomes a retained benefit because either:*

  - (A) *the Election Conditions are satisfied by the Member; or*
  - (B) *the Default Conditions are satisfied by the Member,*

*the benefit shall remain in the Fund until it is dealt with in accordance with Rule 73(e)."*
3. Rule 66(a)(iii) is amended by deleting the reference to "to retain" and substituting the following:

*"who has retained"*.
4. Rule 73(a) is amended by:
  - 4.1 inserting the following words immediately after the word "reason" where it appears at the end of rule 73(a)(i):

*"(other than death)";*
  - 4.2 deleting the final paragraph of rule 73(a) commencing with the words "who elects to retain in the Fund" up to and including the words "in accordance with these Rules." and substituting the following:

*"who satisfies either:*

    - (A) *the Election Conditions – which are satisfied when the Member elects under paragraph (b) of this Rule 73 to retain in the Fund under this Rule 73 all or any part of the Member's benefit which has become payable to the Member and, in the case of a Member who is in receipt of a pension benefit, elects for all or any portion of the pension to be commuted into a lump sum or pays or transfers additional amounts into the Fund to be retained under this Rule 73; or*

(B) *the Default Conditions – which are satisfied when:*

- (1) *the Member does not request payment of the Member's benefit upon it becoming payable within such period as the Board prescribes; and*
- (2) *the Board has not transferred the Member's benefit out of the Fund pursuant to Rule 40 after applying such policies and procedures as the Board determines in its absolute discretion from time to time.*

*This Rule 73 shall cease to apply to a Member upon all benefits which are payable to the Member from the Fund being paid to or in respect of the Member or transferred to an Approved Scheme in accordance with these Rules."*

5. Rule 73(b) is amended by:

5.1 deleting the words "*An election under Rule 73(a)*" at the commencement of rule 73(b) and substituting the following:

*"In order to satisfy the Election Conditions an election";*

5.2 deleting the words "*this Rule 73 shall not apply to the Member.*" at the end of rule 73(b) and substituting the following:

*"the Member will not be taken to have satisfied the Election Conditions."*

6. Rule 73(d) is amended by:

6.1 inserting the following words immediately after the word "Member" where it appears on the first line of rule 73(d):

*"to whom this Rule 73 applies";*

6.2 inserting the following as new rule 73(d)(ii):

*"(ii) any benefit of a Member in respect of which the Member has satisfied the Default Conditions;";*

6.3 altering the numbering of existing rule 73(d)(ii) to rule 73(d)(iii);

6.4 altering the numbering of existing rule 73(d)(iii) to rule 73(d)(iv);

6.5 altering the numbering of existing rule 73(d)(iv) to rule 73(d)(v).

7. Rule 73(e) is amended by:

7.1 deleting the full stop at the end of rule 73(e)(iii) and replacing it with the following:

*"; or";*

7.2 inserting a new rule 73(e)(iv) immediately after rule 73(e)(iii) as follows:

*"(iv) the Board determines to transfer the Member's benefit out of the Fund pursuant to Rule 40."*

Dated 27 July 2004.

CAROLINE PARKIN, Executive Officer

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[REPUBLISHED]

## PETROLEUM ACT 2000

*Grant of Preliminary Survey Licence—PSL 12*

NOTICE is hereby given that the abovementioned Preliminary Survey Licence has been granted with effect from 19 July 2004, under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

No. of Licence	Licensee	Locality	Date of Expiry	Approx. area in km <sup>2</sup>	Reference
PSL 12	South East Australia Pty Ltd	The licence area comprises a corridor approximately 7.5 km wide centred on the existing SEA Gas Pipeline (PL13) from the South Australian/Victorian Border to Torrens Island.	18 July 2005	3 069	27/2/278

*General Description of Preliminary Survey Licence Area*

Pipeline preliminary survey activities are authorised in an area of approximately 3 069 km<sup>2</sup>.

Dated 19 July 2004.

BARRY A. GOLDSTEIN, Director Petroleum,  
Minerals and Energy Division  
Primary Industries and Resources SA  
Delegate of the Minister for Mineral Resources Development

## ROAD TRAFFIC ACT 1961

## ROAD TRAFFIC (ROAD RULES—ANCILLARY AND MISCELLANEOUS PROVISIONS) REGULATIONS 1999—REGULATION 7

*Notice of Exemption*

I, TRISH WHITE, MP, Minister for Transport in the State of South Australia, grant the following exemption, pursuant to Regulation 7 of the Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 1999.

I exempt drivers of Wheelchair Accessible Taxis from the provisions of Rule 100 (No entry signs) and Part 17, Division 2 (Public buses) of the Australian Road Rules as it relates to the portion of West Lakes Boulevard that commences at Tapleys Hill Road and terminates at its divergence into AAMI Stadium, West Lakes, South Australia, that is subject to 'No entry' and 'Buses exempted' signs (commonly referred to as a 'bus access lane').

This exemption is granted on the conditions that the drivers of Wheelchair Accessible Taxis:

- (1) use the 'bus access lane' in the same manner as a public bus;
- (2) are only exempt from Part 17, Division 2 (public buses) of the Australian Road Rules with respect to B lights at the following intersections:
  - (a) B lights for West Lakes Boulevard (west) at Tapleys Hill Road;
  - (b) B lights for West Lakes Boulevard (east) at Bus terminal entry;
  - (c) B lights for Tapleys Hill Road (south) at West Lakes Boulevard;
- (3) adhere to the conditions contained within the document titled: 'West Lakes Boulevard Reversible Busway, Operations Manual', issued by the Office of Public Transport on 5 March 2004, as amended from time to time.

In this Notice, 'B lights' and 'public bus' have the same meaning as defined for the purposes of the Australian Road Rules and 'wheelchair accessible taxis' refers to a taxi that has been constructed principally for the conveyance of wheelchair-bound occupants.

This exemption is effective from 29 July 2004 and expires at midnight on 3 October 2004.

All other provisions contained in the Road Traffic Act 1961 and the Australian Road Rules continue to have full force and effect.

This exemption can be varied or revoked at any time by notice in writing.

Dated 22 July 2004.

TRISH WHITE, Minister for Transport

ROADS (OPENING AND CLOSING) ACT 1991:  
SECTION 24**NOTICE OF CONFIRMATION OF ROAD PROCESS ORDER**

*Beltana Avenue, Modbury North  
Deposited Plan 63608*

BY Road Process Order made on 12 November 2003, the City of Tea Tree Gully ordered that:

1. Portion of the public road (Beltana Avenue) between Montague Road and the southern boundary of allotment 68 in Deposited Plan 7478, more particularly delineated and lettered 'A' on Preliminary Plan No. 03/0039 be closed.
2. Issue a Certificate of Title to the City of Tea Tree Gully for the whole of the land subject to closure which land is being retained by council for Public Purposes.
3. The following easements are granted over portion of the land subject to that closure:

Grant to the South Australian Water Corporation an easement for water supply purposes.

Grant to Distribution Lessor Corporation an easement for overhead and underground electricity supply purposes.

Grant to the Envestra (SA) Limited an easement for gas supply purposes.

On 25 May 2004 that order was confirmed by the Minister for Administrative Services, conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

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

Dated 29 July 2004.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:  
SECTION 24**NOTICE OF CONFIRMATION OF ROAD  
PROCESS ORDER**

*Walkway—Stakes Crescent/Hanson Road, Elizabeth Downs  
Deposited Plan 64704*

BY Road Process Order made on 17 March 2004, the City of Playford ordered that:

1. The whole of the walkway between Stakes Crescent and Hanson Road adjoining allotment 14 in Deposited Plan 42226 and allotment 546 in Deposited Plan 7221 more particularly lettered 'B' in Preliminary Plan No. 04/0002 be closed.

2. Issue a Certificate of Title to the City of Playford for the whole of the land subject to closure which land is being retained by council for Reserve Purposes.

3. The following easements are granted over portion of the land subject to that closure:

Grant to the Distribution Lessor Corporation an easement for electricity supply purposes.

Grant to the South Australian Water Corporation an easement for sewerage purposes.

On 13 July 2004 that order was confirmed by the Minister for Administrative Services conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

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

Dated 29 July 2004.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:  
SECTION 24**NOTICE OF CONFIRMATION OF ROAD  
PROCESS ORDER**

*Walkway—Martian Avenue/Justinian Street, Elizabeth Downs  
Deposited Plan 64705*

BY Road Process Order made on 17 March 2004, the City of Playford ordered that:

1. The whole of walkway between Martian Avenue and Justinian Street adjoining allotments 920 and 921 in Deposited Plan 7708 more particularly lettered 'C' in Preliminary Plan No. 04/0003 be closed.

2. Issue a Certificate of Title to the City of Playford for the whole of the land subject to closure which land is being retained by council for Reserve Purposes.

3. The following easement be granted over portion of the land subject to that closure:

Grant to the Distribution Lessor Corporation an easement for electricity supply purposes.

On 13 July 2004 that order was confirmed by the Minister for Administrative Services conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

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

Dated 29 July 2004.

P. M. KENTISH, Surveyor-General

South Australia

## **Statutes Amendment (Co-managed Parks) Act (Commencement) Proclamation 2004**

### **1—Short title**

This proclamation may be cited as the *Statutes Amendment (Co-managed Parks) Act (Commencement) Proclamation 2004*.

### **2—Commencement of Act**

- (1) Subject to subclause (2), the *Statutes Amendment (Co-managed Parks) Act 2004* (No 27 of 2004) will come into operation on 29 July 2004.
- (2) Section 4(2), and sections 6 to 12 (inclusive), of the Act will come into operation on 24 August 2004.

### **Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

AGO0427/02CS

South Australia

## **Meat Hygiene Variation Regulations 2004**

under the *Meat Hygiene Act 1994*

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### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### **Part 2—Variation of Meat Hygiene Regulations 1994**

- 4 Variation of Schedule 1—Fees
- 

### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *Meat Hygiene Variation Regulations 2004*.

#### **2—Commencement**

These regulations come into operation on 29 July 2004.

#### **3—Variation provisions**

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

### **Part 2—Variation of *Meat Hygiene Regulations 1994***

#### **4—Variation of Schedule 1—Fees**

- (1) Clause 1(4)(a)—delete "retail butcher" and substitute:  
retail meat processor
- (2) Clause 1(6)(gaa)—delete paragraph (gaa) and substitute:
  - (gaa) *retail meat processor* means a person who operates a business involving the processing of meat for human consumption for retail sale where—
    - (i) 50% or more (by mass) of the meat sold in the course of that business during the relevant month is sold by retail; and
    - (ii) not more than 4 tonnes of meat sold in the course of that business during the relevant month is sold by wholesale;

- (3) Clause 2(2)(2b)—delete "retail/wholesale butcher to undertake further wholesale processing" and substitute:  
    retail meat processor to further process meat
- (4) Clause 2(2)(2b)(b)—delete "wholesale"

**Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

No 157 of 2004

MAFF 04/0017CS

South Australia

## **Daylight Saving Regulations 2004**

under the *Daylight Saving Act 1971*

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### **Contents**

- 1 Short title
- 2 Commencement
- 3 South Australian summer time 2004-2005

### **Schedule 1—Revocation of Daylight Saving Regulations 2003**

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#### **1—Short title**

These regulations may be cited as the *Daylight Saving Regulations 2004*.

#### **2—Commencement**

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

#### **3—South Australian summer time 2004-2005**

The period for observance of South Australian summer time for 2004-2005 is the period from 2.00 am South Australian standard time on 31 October 2004 until 3.00 am South Australian summer time on 27 March 2005.

### **Schedule 1—Revocation of *Daylight Saving Regulations 2003***

The *Daylight Saving Regulations 2003* are revoked.

#### **Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

#### **Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

No 158 of 2004

WKP03/0053

South Australia

## Maralinga Tjarutja Land Rights (Establishment of Co-management Board) Regulations 2004

under the *Maralinga Tjarutja Land Rights Act 1984*

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### Contents

1	Short title
2	Commencement
3	Interpretation
4	Establishment of co-management board
5	Composition of Board
6	Terms and conditions
7	Presiding member and deputy
8	Vacancies or defects in appointment of members
9	Remuneration
10	Functions and powers of Board
11	Committees
12	Delegations
13	Board's procedures
14	Conflict of interest
15	Annual report (section 15G)
16	Immunity from liability

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### 1—Short title

These regulations may be cited as the *Maralinga Tjarutja Land Rights (Establishment of Co-management Board) Regulations 2004*.

### 2—Commencement

These regulations will come into operation on 24 August 2004.

### 3—Interpretation

In this Part—

**Act** means the *Maralinga Tjarutja Land Rights Act 1984*;

**Board** means the *Maralinga Lands Unnamed Conservation Park Board* established under regulation 4;

**co-management agreement** means the co-management agreement for the Unnamed Conservation Park;

**Department** means the administrative unit that is responsible for the administration of the *National Parks and Wildlife Act 1972*;

**Minister** means the Minister to whom the administration of the *National Parks and Wildlife Act 1972* is committed;

*Pila Nguru* means an Aboriginal person who is a member of the Aboriginal people of the Western Desert region known as the Pila People, or Spinifex People, and who belongs to the language group of the Southern Pitjantjatjara;

*Pila Nguru (Aboriginal Corporation)* means the Aboriginal Association of that name incorporated under the *Aboriginal Councils and Associations Act 1976* of the Commonwealth.

#### 4—Establishment of co-management board

The *Maralinga Lands Unnamed Conservation Park Board* is established as the co-management board for the Unnamed Conservation Park.

#### 5—Composition of Board

- (1) The Board consists of 8 members appointed by the Minister of whom—
  - (a) 5 must be members of Maralinga Tjarutja—
    - (i) 3 of whom are appointed on the nomination of the Council; and
    - (ii) 2 of whom are Pila Nguru appointed on the nomination of the Pila Nguru (Aboriginal Corporation); and
  - (b) 3 must be officers of the Department, of whom—
    - (i) 1 must be the person for the time being holding the office of Regional Conservator for the region in which the Park is located (or the person for the time being performing the functions of the Regional Conservator for that region); and
    - (ii) 1 must be a person with qualifications or substantial experience in the field of ecology or a related field.
- (2) However, if the Pila Nguru (Aboriginal Corporation) withdraws from the co-management agreement, the following provisions apply:
  - (a) the office of each member of the Board appointed in accordance with subregulation (1)(a)(ii) becomes vacant on the date of the withdrawal; and
  - (b) the Minister may appoint a member, on the nomination of the Council, to fill each of those vacancies and a member so appointed will hold office for the balance of the term of his or her predecessor; and
  - (c) thereafter the Board will consist of 8 members appointed by the Minister of whom—
    - (i) 5 must be members of Maralinga Tjarutja appointed on the nomination of the Council; and
    - (ii) 3 must be officers of the Department, of whom—
      - (A) 1 must be the person for the time being holding the office of Regional Conservator for the region in which the Park is located (or the person for the time being performing the functions of the Regional Conservator for that region); and
      - (B) 1 must be a person with qualifications or substantial experience in the field of ecology or a related field.

- (3) The Minister may appoint a person to be a deputy of a member appointed under subregulation (1) and a person so appointed may act as a member of the Board in the absence of the member.
- (4) The requirements of qualification made by this regulation in relation to an appointment of a member extend to an appointment of a deputy of that member.

## **6—Terms and conditions**

- (1) A member of the Board will be appointed on conditions determined by the Minister and for a term, not exceeding 4 years, specified in the instrument of appointment and, at the expiration of a term of appointment, is eligible for reappointment.
- (2) The Minister may remove a member of the Board from office—
  - (a) for breach of, or non-compliance with, a condition of appointment; or
  - (b) for misconduct; or
  - (c) for failure or incapacity to carry out official duties satisfactorily.
- (3) However, the Minister may only remove a member of the Board who is a member of Maralinga Tjarutja after consultation with—
  - (a) in the case of a member appointed on the nomination of the Pila Nguru (Aboriginal Corporation)—the Pila Nguru (Aboriginal Corporation); or
  - (b) in any other case—the Council.
- (4) The office of a member of the Board becomes vacant if the member—
  - (a) dies; or
  - (b) completes a term of office and is not reappointed; or
  - (c) resigns by written notice to the Minister; or
  - (d) ceases to satisfy the qualification by virtue of which the member was eligible for appointment to the Board; or
  - (e) is removed from office under subregulation (2).
- (5) If a casual vacancy occurs in the office of a member, the Minister may appoint a suitable person to fill the vacancy, and that person will hold office for the balance of the term of his or her predecessor.

## **7—Presiding member and deputy**

The presiding member of the Board will be the member nominated by Maralinga Tjarutja to preside at meetings of the Board, and the deputy presiding member of the Board will be the member nominated by Maralinga Tjarutja to preside at meetings of the Board in the absence of the presiding member.

## **8—Vacancies or defects in appointment of members**

An act or proceeding of the Board is not invalid by reason only of a vacancy in its membership or a defect in the appointment of a member.

## **9—Remuneration**

A member of the Board is entitled to remuneration, allowances and expenses determined by the Minister.

## 10—Functions and powers of Board

- (1) The functions of the Board are—
  - (a) to carry out the functions assigned to the Board by or under the *National Parks and Wildlife Act 1972*; and
  - (b) to carry out the functions assigned to the Board by the co-management agreement; and
  - (c) to carry out other functions assigned to the Board by or under the Act, or by the Minister.
- (2) The Board has the power to do anything necessary, expedient or incidental to the performance of its functions.
- (3) Without limiting the generality of subsection (2), the Board may enter into any form of contract, agreement or arrangement.
- (4) The Board must perform its functions, or exercise a power, in a manner that is consistent with the co-management agreement.
- (5) The Board must not enter into an agreement that may affect the customs or traditions of the traditional owners except with the agreement of the Council.

## 11—Committees

- (1) The Board may establish committees—
  - (a) to advise the Board on any matter; or
  - (b) to carry out functions on behalf of the Board.
- (2) The membership of a committee will be determined by the Board and may, but need not, consist of, or include, members of the Board.
- (3) The Board will determine who will be the presiding member of a committee.
- (4) The procedures to be observed in relation to the conduct of the business of a committee will be—
  - (a) as determined by the Board;
  - (b) insofar as a procedure is not determined under paragraph (a)—as determined by the committee.

## 12—Delegations

- (1) The Board may delegate any of its functions or powers (other than this power of delegation)—
  - (a) to a member of the Board, or an employee of the Board; or
  - (b) to a committee established by the Board; or
  - (c) to an employee of Maralinga Tjarutja or Pila Nguru (Aboriginal Corporation); or
  - (d) to an officer of the Department.
- (2) A delegation—
  - (a) must be in writing; and
  - (b) may be made subject to conditions and limitations specified in the instrument of delegation; and

- (c) is revocable at will and does not derogate from the power of the Board to act in a matter.

### 13—Board's procedures

- (1) Subject to these regulations, 5 members (of whom at least 3 must be members of Maralinga Tjarutja and at least 1 must be an officer of the Department) constitute a quorum of the Board.
- (2) The Board must meet at least once in each quarter.
- (3) A meeting of the Board will be chaired by the presiding member or, in his or her absence, by the deputy presiding member and, in the absence of both the presiding member and the deputy presiding member, the members present at a meeting of the Board must choose one of their number to preside at the meeting.
- (4) A decision carried by a majority of the votes cast by members of the Board at a meeting is a decision of the Board.
- (5) Each member present at a meeting of the Board has one vote on any question arising for decision and the member presiding at the meeting may exercise a casting vote if the votes are equal.
- (6) A conference by telephone or other electronic means between the members of the Board will, for the purposes of this regulation, be taken to be a meeting of the Board at which the participating members are present if—
  - (a) notice of the conference is given to all members in the manner determined by the Board for the purpose; and
  - (b) each participating member is capable of communicating with every other participating member during the conference.
- (7) A proposed resolution of the Board becomes a valid decision of the Board despite the fact that it is not voted on at a meeting of the Board if—
  - (a) notice of the proposed resolution is given to all members of the Board in accordance with procedures determined by the Board; and
  - (b) a majority of the members express concurrence in the proposed resolution by letter, telegram, telex, facsimile transmission, electronic mail or other written communication setting out the terms of the resolution.
- (8) The Board must have accurate minutes kept of its meetings.
- (9) Subject to this regulation, the Board may determine its own procedures.
- (10) In this regulation—

*quarter* means a period of three months—

  - (a) commencing on 1 January, 1 April, 1 July or 1 October of any year; and
  - (b) ending on 31 March, 30 June, 30 September or 31 December (as the case requires) of the same year.

## 14—Conflict of interest

- (1) A member of the Board who has a direct or indirect personal or pecuniary interest in a matter decided or under consideration by the Board—
  - (a) must, as soon as reasonably practicable, disclose in writing to the Board full and accurate details of the interest; and
  - (b) must not take part in any discussion by the Board relating to that matter; and
  - (c) must not vote in relation to that matter; and
  - (d) must be absent from the meeting room when any such discussion or voting is taking place.

Maximum penalty: \$2 000.

- (2) Without limiting the effect of this regulation, a member will be taken to have an interest in a matter for the purposes of this regulation if an associate of the member has an interest in the matter.
- (3) This regulation does not apply to a member of the Board—
  - (a) in respect of an interest that is shared in common with traditional owners generally, or a substantial section of traditional owners; and
  - (b) in relation to a matter in which the member has an interest while the member remains unaware that he or she has an interest in the matter (but in any proceedings against the member the burden will lie on the member to prove that he or she was not, at the material time, aware of his or her interest).
- (4) The Minister may, by notice published in the Gazette, exempt a member (conditionally or unconditionally) from the application of a provision of this regulation, and may, by further notice published in the Gazette, vary or revoke such an exemption.
- (5) Non-compliance by a member with a duty imposed by this regulation constitutes a ground for removal of the member from office.
- (6) If a member or former member is convicted of an offence for a contravention of this regulation, the court by which the person is convicted may, in addition to imposing a penalty, order the convicted person to pay to the Minister—
  - (a) if the court is satisfied that the person or any other person made a profit as a result of the contravention—an amount equal to the profit; and
  - (b) if the court is satisfied that any loss or damage has been suffered as a result of the contravention—compensation for the loss or damage.
- (7) If a member or former member is guilty of a contravention of this regulation, the Minister may (whether or not proceedings have been brought for the offence) recover from the person by action in a court of competent jurisdiction—
  - (a) if the person or any other person made a profit as a result of the contravention—an amount equal to the profit; and
  - (b) if any loss or damage has been suffered as a result of the contravention—compensation for the loss or damage.
- (8) For the purposes of this regulation, a person is an associate of another if—
  - (a) they are partners; or
  - (b) one is a spouse, parent or child of another; or

- (c) they are both trustees or beneficiaries of the same trust, or one is a trustee and the other is a beneficiary of the same trust; or
- (d) one is a body corporate or other entity (whether inside or outside Australia) and the other is a director or member of the governing body of the body corporate or other entity; or
- (e) one is a body corporate or other entity (whether inside or outside Australia) and the other is a person who has a legal or equitable interest in 5 per cent or more of the share capital of the body corporate or other entity; or
- (f) they are related bodies corporate within the meaning of the *Corporations Act 2001* of the Commonwealth; or
- (g) a chain of relationships can be traced between them under any one or more of the above paragraphs.

### **15—Annual report (section 15G)**

For the purposes of section 15G of the Act, the annual report of the Board must include the following:

- (a) information relating to traditional hunting activities in the Park carried out in accordance with section 68D of the *National Parks and Wildlife Act 1972*;
- (b) information relating to the effect of traditional hunting activities in the Park carried out in accordance with section 68D of the *National Parks and Wildlife Act 1972* on native plants and protected animals, or the eggs of protected animals (and in particular those species that are scheduled as rare, endangered or vulnerable under the *National Parks and Wildlife Act 1972*);
- (c) information relating to the operations and work programs undertaken by or on behalf of the Board;
- (d) information relating to public access to the Park (including details of any applications by members of the public that were refused by Board);
- (e) information relating to Park infrastructure;
- (f) any other information required by the Minister.

### **16—Immunity from liability**

- (1) Subject to subregulation (3), no civil liability attaches to a member of the Board, or an employee of the Board, for an act or omission in the exercise or purported exercise of official powers or functions.
- (2) An action that would, but for subregulation (1), lie against a person lies instead against the Board.
- (3) This regulation does not prejudice rights of action of the Board itself in respect of an act or omission not in good faith.

#### **Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

No 159 of 2004

AGO 0427/02 CS

South Australia

## **National Parks and Wildlife (Unnamed Conservation Park—Maralinga Tjarutja Lands) Regulations 2004**

under the *National Parks and Wildlife Act 1972*

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### **Contents**

1	Short title
2	Commencement
3	Interpretation
4	Application of regulations
5	Entry to Park
6	Opening and closing of Park
7	Setting aside part of the Park for a particular use
8	Use of vehicles
9	Display of certain receipts and permits in vehicles
10	Use of aircraft
11	Camping
12	Fires
13	Possession and use of chainsaws
14	Use of generators and alternators
15	Use of metal or mineral detectors
16	Possession and use of firearms etc
17	Swimming and diving
18	Regulation of certain recreational activities
19	Protection of animals
20	Removal of carcasses
21	Possession and use of devices for taking animals
22	Bringing animals into the Park
23	Straying and grazing of animals
24	Seizure of animals etc
25	Plants
26	Interference with earth etc
27	Scientific research
28	Littering
29	Pollution of waters
30	Abandoned property
31	Disorderly behaviour etc
32	Activities that must be authorised by a lease, licence or agreement
33	Other activities subject to Board's permission
34	Compliance with notices and signs
35	Compliance with directions of warden
36	Permission of Board
37	Prescription of offences—section 73A
38	General offence

Schedule 1—Regulations referred to in regulation 37

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### 1—Short title

These regulations may be cited as the *National Parks and Wildlife (Unnamed Conservation Park—Maralinga Tjarutja Lands) Regulations 2004*.

### 2—Commencement

These regulations will come into operation on the day on which section 11 of the *Statutes Amendment (Co-managed Parks) Act 2004* comes into operation.

### 3—Interpretation

In these regulations—

*Act* means the *National Parks and Wildlife Act 1972*;

*Board* means the *Maralinga Lands Unnamed Conservation Park Board* established under the *Maralinga Tjarutja Land Rights (Establishment of Co-management Board) Regulations 2004*;

*co-management agreement* means the co-management agreement for the Park;

*drive* includes ride;

*exotic plant* means a plant that is not a native plant;

*filming* means taking moving or still pictures by any means;

*Park* means the Unnamed Conservation Park within the meaning of the *Maralinga Tjarutja Land Rights Act 1984*;

*permit* means a permit or other written permission granted by the Board under these regulations;

*traditional owner* has the same meaning as in the *Maralinga Tjarutja Land Rights Act 1984*;

*unprotected animal* means an animal (including fish and invertebrates) that is not a protected animal.

### 4—Application of regulations

A warden is not subject to these regulations in relation to the performance of his or her functions or the exercise of his or her powers as a warden and an employee of the Department or the Board is not subject to these regulations in relation to the performance of the duties of his or her employment.

### 5—Entry to Park

- (1) A person must not enter or remain on the Park unless the person has paid the appropriate fee (if any) set by the Board.
- (2) This regulation does not apply to a traditional owner.

### 6—Opening and closing of Park

- (1) The Board may, by causing a notice to be published in the Gazette, give notice of the hours during which the Park is open to the public.
- (2) The Board may vary or revoke a notice under this regulation at any time by subsequent notice published in the Gazette.

- (3) Subject to subregulation (5), the Board may close the Park, or any part of the Park—
  - (a) if, in the Board's opinion, the closure is necessary or desirable for the proper management of the Park; or
  - (b) if, in the Board's opinion, the closure is necessary or desirable to enable a cultural activity to occur; or
  - (c) if a total fire ban is in force in an area that includes all or part of the Park, or the risk of uncontrolled fire in the Park is, in the Board's opinion, extreme; or
  - (d) if it is, in the Board's opinion, in the interest of public safety to close the Park; or
  - (e) for any other reason contemplated by the co-management agreement for the Park.
- (4) The Board must not close the Park if to do so would be inconsistent with the co-management agreement.
- (5) A person must not, without the permission of the Board, enter or remain in the Park when it is closed to the public.

### **7—Setting aside part of the Park for a particular use**

- (1) The Board may, by causing a notice to be published in the Gazette, set aside part of the Park as an area in which a particular activity may be undertaken by visitors to the Park.
- (2) A notice may impose conditions in relation to the activity and the Board may vary or revoke a notice at any time by subsequent notice published in the Gazette.
- (3) A person must not contravene or fail to comply with a condition.

### **8—Use of vehicles**

- (1) A person must not, without the permission of the Board, drive or tow a vehicle in the Park except on a road or track set aside for that purpose by the Board or in any other area of the Park set aside for that purpose by the Board.
- (2) A person must not, without the permission of the Board, drive a vehicle in a the Park at a speed that exceeds the speed limit fixed by the Board.
- (3) A person must not drive a vehicle in the Park without due care, recklessly or at a speed or in a manner dangerous to the public.
- (4) A person must not leave a vehicle in a position that obstructs other vehicles from entering, leaving or proceeding along a road or track in the Park.
- (5) A warden may remove, or cause to be removed, a vehicle left in contravention of subregulation (4) and the Board may recover the costs of removal from the owner of the vehicle as a debt.
- (6) A person must not drive a motor vehicle in the Park unless it is registered and insured.
- (7) A person who drives a vehicle in the park must comply with all applicable traffic signs and signals.

### **9—Display of certain receipts and permits in vehicles**

- (1) A person who enters the Park in a vehicle must ensure that the receipt for the entrance fee (if any) in respect of, or the permit authorising, his or her entry into the Park is displayed in the vehicle in accordance with subregulation (3) continuously until he or she or the vehicle leaves the Park.

- (2) A person who camps in the Park in or near a vehicle that he or she has travelled in to get to the camping site must ensure that the permit authorising him or her to camp in the Park is displayed in the vehicle in accordance with subregulation (3) continuously while he or she is camping in or near the vehicle.
- (3) For the purposes of these regulations a receipt for an entrance fee or a permit is displayed in a vehicle only if—
  - (a) the receipt or permit is displayed on the inside of the windscreen on the side of the vehicle opposite to the driver's position; or
  - (b) if, because of the design of the vehicle, it is not possible to comply with paragraph (a)—the receipt or permit is displayed in a prominent position in or on the vehicle,so that the receipt or permit is facing outwards from the vehicle and can be easily seen and read by a person standing beside the vehicle.
- (4) This regulation does not apply to a person who enters, or camps in, the Park as the client of a person conducting a tour for fee or reward if the vehicle concerned is owned by, or is under the control of, the tour operator.

#### **10—Use of aircraft**

- (1) Except in an emergency, a person must not, without the permission of the Board, use an aircraft on land in the Park except in an area set aside by the Board for that purpose.
- (2) A person must not, without the permission of the Board—
  - (a) jump into the Park; or
  - (b) drop an object into the Park,from an aircraft.

#### **11—Camping**

A person must not, without the permission of the Board, camp in the Park.

#### **12—Fires**

- (1) A person must not, without the permission of the Board, light, maintain or use a fire in the Park in contravention of a ban or restriction imposed by the Board.
- (2) A person must not light or maintain a fire in the Park in contravention of the *Country Fires Act 1989*.
- (3) A person who has lit, maintained or used a fire in the Park must not leave the fire unattended.

#### **13—Possession and use of chainsaws**

- (1) Subject to subregulation (2), a person must not, without the permission of the Board, have control of, carry or use a chainsaw in the Park.
- (2) A person may have control of, carry or use a chainsaw in the Park—
  - (a) in the course of exercising rights or performing obligations pursuant to a lease, licence or agreement under this or any other Act entered into in relation to the Park; or

- (b) in the course of exercising powers or performing obligations under an Act or statutory instrument; or
- (c) for the purpose of fighting a bushfire or dealing with any other emergency.

#### **14—Use of generators and alternators**

- (1) Subject to subregulation (2), a person must not, without the permission of the Board, operate a generator or alternator in the Park except in an area set aside by the Board for that purpose.

Maximum penalty: \$1 000.

Expiation fee: \$150.

- (2) Subregulation (1) does not apply in relation to the use of a motor vehicle of a kind that is normally equipped with a generator or alternator.

#### **15—Use of metal or mineral detectors**

A person must not, without the permission of the Board, use a device for detecting metal or minerals in the Park.

Maximum penalty: \$1 000.

Expiation fee: \$150.

#### **16—Possession and use of firearms etc**

- (1) Subject to subregulation (2), a person must not, without the permission of the Board—

- (a) have control of, carry or use a firearm or other weapon; or
- (b) have control of, carry or use explosives or fireworks,

in the Park.

Maximum penalty: \$1 000.

Expiation fee: \$150.

- (2) Subregulation (1)(a) does not apply to an Aboriginal person in relation to a firearm that he or she has control of, carries or uses for the purpose of taking animals in accordance with section 68D of the Act.

#### **17—Swimming and diving**

A person must not, without the permission of the Board, swim or dive in any water (including water held in a water tank) in the Park.

#### **18—Regulation of certain recreational activities**

A person must not, without the permission of the Board—

- (a) use a hang glider or any other kind of glider; or
- (b) launch a hot air balloon; or
- (c) engage in the sport of sand boarding (sliding down a sandhill on a board),

in the Park except in an area set aside by the Board for that purpose.

#### **19—Protection of animals**

- (1) A person must not, without the permission of the Minister, take or molest an unprotected animal in the Park.

- (2) A person must not, without the permission of the Minister, intentionally damage the nest or burrow of an animal in the Park.

## **20—Removal of carcasses**

A person must not, without the permission of the Board, remove the carcass, or any part of the carcass, of a protected animal from the Park.

## **21—Possession and use of devices for taking animals**

- (1) Subject to subregulation (2), a person must not, without the permission of the Board, while in the Park, have control of, carry or use a device designed for the purpose of taking an animal.
- (2) Subregulation (1) does not apply to an Aboriginal person in relation to a device that he or she has control of, carries or uses for the purpose of taking animals in accordance with section 68D of the Act.

## **22—Bringing animals into the Park**

- (1) Subject to this regulation, a person who has control of an animal must not, without the permission of the Board, bring it into the Park or permit it to enter the Park.
- (2) A person who is entitled to use the Park pursuant to a lease, licence or agreement under this or any other Act may, subject to the terms of the lease, licence or agreement, bring animals into the Park in the course of using the Park pursuant to the lease, licence or agreement.
- (3) A person may ride or lead a horse in the Park on a road or track set aside for that purpose by the Board or in any other area of the Park set aside for that purpose by the Board.
- (4) A person who needs the assistance of a guide dog may bring the dog into the Park if it is restrained on a lead not exceeding 3 metres in length while in the Park.

## **23—Straying and grazing of animals**

A person must not, without the permission of the Board, permit an animal to stray into, or graze in, the Park unless he or she is authorised to do so by a lease, licence or agreement entered into by the Board.

## **24—Seizure of animals etc**

- (1) Where an unprotected animal is in the Park and—
  - (a) is not under the control of any person; and
  - (b) is not in the Park with the written permission of the Board or pursuant to a lease, licence or agreement under this or any other Act,a warden or any other person authorised by the Board may, subject to subregulation (2)—
  - (c) capture and dispose of the animal by sale or in any other manner; or
  - (d) destroy the animal.
- (2) Where a warden or other person authorised by the Board knows, or has reason to believe, that a person claims ownership of an animal in the Park, the warden or other person must, before disposing of or destroying the animal, serve notice on the person claiming ownership requiring him or her to remove the animal from the Park within seven days.
- (3) The notice may be served—
  - (a) personally or by post; or

- (b) if the whereabouts of the person on whom the notice is to be served are unknown—by publication of the notice in a newspaper circulating generally throughout the State.
- (4) The costs of capturing and disposing of an animal or destroying an animal under subregulation (1) are a debt due by the owner of the animal to the Board.
- (5) An animal or the carcass of an animal that has been captured or destroyed must not be surrendered to its owner until those costs have been paid.

## **25—Plants**

- (1) A person must not, without the permission of the Board, take an exotic plant that is growing in the Park.
- (2) A person must not, without the permission of the Board, bring a plant into the Park unless the plant is dead and is brought into the Park as food for human consumption.

## **26—Interference with earth etc**

A person must not, without the permission of the Board—

- (a) remove from the Park any—
  - (i) soil, rock, mineral or similar material; or
  - (ii) wood, mulch or other dead vegetation; or
  - (iii) fossil or archaeological remains; or
- (b) dig or otherwise intentionally disturb any soil or similar material in the Park; or
- (c) intentionally disturb any—
  - (i) wood, mulch or other dead vegetation in the Park; or
  - (ii) fossil or archaeological remains in the Park.

## **27—Scientific research**

A person must not, without the permission of the Board, enter the Park for the purpose of carrying out scientific research in the Park.

## **28—Littering**

A person must not, in the Park—

- (a) deposit or leave any litter, bottle, broken glass, china, pottery, plastic article, rubbish, refuse or other waste material, except in an area or receptacle provided for that purpose; or
- (b) deposit, discharge or leave any noxious, smelly, offensive or polluting substance, matter or thing; or
- (c) deposit or leave any offal, dead animal or dung; or
- (d) deposit in any receptacle provided for litter any domestic garbage; or
- (e) wilfully break any article of glass, china, pottery, plastic or other brittle material; or
- (f) deposit, discharge or leave any mineral, mineral waste or other industrial waste or by-product.

**29—Pollution of waters**

A person must not foul or pollute any water in a creek, river, well, dam, reservoir or lake in the Park.

**30—Abandoned property**

- (1) A person must not, without the permission of the Board, abandon or leave unattended for more than 24 hours any vehicle or other personal property in the Park.
- (2) Any vehicle or personal property abandoned or left unattended for more than 24 hours in the Park may be seized and impounded by a warden.
- (3) The Board may require the owner of any vehicle or personal property seized and impounded under this regulation to pay the cost of seizing, impounding and keeping such vehicle or personal property before returning the vehicle or personal property to the owner.
- (4) If, at the expiration of one month after the owner of a vehicle or personal property has been notified of its seizure or impounding, the owner has not paid to the Board the cost of seizing, impounding and keeping the vehicle or personal property, the Board may sell or otherwise dispose of the vehicle or personal property.
- (5) If the owner of any vehicle or personal property seized or impounded under this regulation is unknown or cannot be contacted, the Board may, after the expiration of one month after the vehicle or personal property has been seized or impounded, sell or otherwise dispose of the vehicle or personal property.

**31—Disorderly behaviour etc**

A person must not, in the Park—

- (a) behave in a disorderly, offensive or indecent manner or use any offensive or indecent language or create any disturbance; or
- (b) wilfully obstruct, disturb, interrupt or annoy any other person engaged in the proper use of the Park; or
- (c) throw, roll or discharge any stone, substance or missile to the danger of any person or animal in the Park; or
- (d) deface, paint, write on, cut names or letters in or otherwise make marks or affix bills on trees, rocks, gates, fences, buildings, signs or other property in the Park.

**32—Activities that must be authorised by a lease, licence or agreement**

A person must not undertake any of the following activities in the Park except pursuant to a lease, licence or agreement under this or any other Act:

- (a) lease, licence or agreement, videotaping or taking photographs for commercial purposes; or
- (b) conducting tours for fee or reward; or
- (c) conducting any other kind of competition; or
- (d) selling or hiring goods or offering goods for sale or hire; or
- (e) providing, or offering to provide, any service for fee or reward; or
- (f) conducting speed trials; or
- (g) conducting scientific experiments; or

- (h) keeping bees; or
- (i) an activity of any kind for the purpose of fund raising or making a profit.

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **33—Other activities subject to Board's permission**

A person must not, without the permission of the Board—

- (a) use or cause to be used, any loud speaker or similar device or other noisy equipment in the Park; or
- (b) construct or erect any booth, marquee or other structure in the Park; or
- (c) organise or cause to be organised or attend or participate in any public meeting, demonstration or gathering in the Park.

### **34—Compliance with notices and signs**

A person in the Park must not, without the permission of the Board, contravene or fail to comply with a direction given by the Board in the form of a notice or sign displayed in the Park.

### **35—Compliance with directions of warden**

A person must not fail to comply with any reasonable direction or request given by a warden relating to—

- (a) use of the Park; or
- (b) conduct and behaviour in the Park; or
- (c) safety in the Park.

### **36—Permission of Board**

- (1) A permission granted pursuant to these regulations must be in writing and may be included in a lease, licence or agreement under this or any other Act with the applicant or (unless it is published in the Gazette) be in the form of a permit and may—
  - (a) be conditional; and
  - (b) be varied or revoked by the Board at any time.
- (2) Without limiting the generality of subregulation (1), a condition of a permission granted pursuant to these regulations may include a condition prohibiting the possession or consumption of alcohol in the Park.
- (3) The Board must not grant permission, or refuse to grant permission, if to do so would be inconsistent with the co-management agreement.
- (4) A permission may apply to a particular person or persons or may, if published in the Gazette, apply generally or to a particular class of persons.
- (5) If the Board grants permission subject to a condition, a person must not contravene or fail to comply with the condition.

**37—Prescription of offences—section 73A**

An offence against regulation 38 that arises from a contravention of or failure to comply with a regulation set out in Schedule 1 is prescribed for the purposes of the definition of *prescribed offence* in section 73A of the Act.

**38—General offence**

- (1) Subject to an express provision to the contrary, a person who contravenes or fails to comply with a provision of these regulations is guilty of an offence.

Maximum penalty: \$1 000.

Expiation fee:

- (a) in the case of an alleged contravention of, or failure to comply with regulation 5, 8, 12, 16(1)(a), 31(a) or (b), or 35—\$150; or
- (b) in any other case—\$75.
- (2) It is a defence to a charge of an offence against these regulations if—
- (a) the defendant proves that he or she acted in response to an emergency; and
- (b) the court finds that the action was reasonable in the circumstances.

**Schedule 1—Regulations referred to in regulation 37**

Regulation 5

Regulation 6(5)

Regulation 8(1)

Regulation 8(2)

Regulation 8(3)

Regulation 8(4)

Regulation 8(6)

Regulation 9(1)

Regulation 9(2)

Regulation 11

**Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

No 160 of 2004

AGO 0427/02 CS

South Australia

## **National Parks and Wildlife (National Parks) Variation Regulations 2004**

under the *National Parks and Wildlife Act 1972*

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### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### **Part 2—Variation of National Parks and Wildlife (National Parks) Regulations 2001**

- 4 Variation of regulation 5—Application of regulations
- 

### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *National Parks and Wildlife (National Parks) Variation Regulations 2004*.

#### **2—Commencement**

These regulations will come into operation on the day on which section 11 of the *Statutes Amendment (Co-managed Parks) Act 2004* comes into operation.

#### **3—Variation provisions**

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

### **Part 2—Variation of *National Parks and Wildlife (National Parks) Regulations 2001***

#### **4—Variation of regulation 5—Application of regulations**

Regulation 5—before its current contents (now to be designated as subsection (2)) insert:

- (1) These regulations do not apply to a co-managed park constituted of Aboriginal-owned land.

#### **Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

No 161 of 2004

AGO 0427/02 CS

South Australia

## Victims of Crime (Compensation) Regulations 2004

under the *Victims of Crime Act 2001*

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### Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Requirements for applications for statutory compensation (section 18 of Act)
- 5 Prescribed scale of costs (section 25 of Act)
- 6 Legal practitioner not negligent if relies on certain reports

Schedule 1—Requirements for applications for statutory compensation

Schedule 2—Prescribed scale of costs

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### 1—Short title

These regulations may be cited as the *Victims of Crime (Compensation) Regulations 2004*.

### 2—Commencement

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

### 3—Interpretation

In these regulations—

*Act* means the *Victims of Crime Act 2001*;

*allied health practitioner* means a health practitioner other than a dentist or medical practitioner;

*dentist* means a person who is registered in this or any other State or a Territory of the Commonwealth as a dentist;

*hospital report*, in relation to a victim, includes a report on the victim written by a member of the hospital's medical personnel, the whole of the victim's record from the hospital or the written summary given to the victim on the victim's discharge from the hospital;

*limited claim*—a claim for statutory compensation is a *limited claim* if it is limited to a claim for compensation for one or both of the following:

- (a) for grief suffered in consequence of the commission of a homicide (see section 17(2) of the Act);
- (b) for funeral expenses (see section 17(4) of the Act),

and *limited application* has a corresponding meaning;

*medical practitioner* means a person who is registered in this or any other State or a Territory of the Commonwealth as a medical practitioner;

*period for negotiation*—see section 18(5) of the Act;

*related claim*—a claim for statutory compensation is a *related claim* if—

- (a) in proceedings under the Act, the same legal practitioner represents more than one victim of an offence claiming compensation in respect of injury arising from the offence; or
- (b) in proceedings under the Act, the same legal practitioner represents more than one victim of a series of offences claiming compensation in respect of injury arising from the series of offences;

*series of offences* means—

- (a) offences committed consecutively by one offender, or offences committed simultaneously or consecutively by offenders acting in concert; or
- (b) offences committed in circumstances in which those offences constitute a single offence,

(see section 23 of the Act).

#### **4—Requirements for applications for statutory compensation (section 18 of Act)**

- (1) For the purposes of section 18(4)(a)(i) of the Act, the information required to be included in an application for statutory compensation is set out in Part 1 of Schedule 1.
- (2) For the purposes of section 18(4)(a)(iii) of the Act, a list of the documents required to accompany an application for statutory compensation is set out in Part 2 of Schedule 1.

**Note—**

See also section 18(4)(a)(ii) of the Act which requires an application for statutory compensation to be accompanied by any medical reports relevant to the injury in the possession of, or accessible to, the claimant.

- (3) If a claimant seeks to be exempted under section 18(4)(c)(ii) of the Act from serving a copy of an application on the offender, the claimant must include in the application (in addition to the other required information) full details of the attempts made by the claimant to locate the offender.

**Note—**

Section 18(4)(b) of the Act requires the information contained in an application to be verified by statutory declaration.

#### **5—Prescribed scale of costs (section 25 of Act)**

- (1) For the purposes of section 25(1) of the Act, the prescribed scale of costs is set out in Schedule 2.
- (2) No fee is payable in proceedings under the Act except as set out in Schedule 2.
- (3) However, subregulation (2) does not prevent the Crown from recovering its costs in respect of proceedings under the Act.

#### **6—Legal practitioner not negligent if relies on certain reports**

For the avoidance of doubt, a legal practitioner who relies on a report obtained under these regulations in the course of, or in connection with, giving advice about a claim for compensation in respect of the claimant will be taken not to have acted negligently in so doing.

## **Schedule 1—Requirements for applications for statutory compensation**

### **Part 1—Information to be included in application**

#### **1—Claimant information**

A claimant must include in an application for statutory compensation the following information:

- (a) the name, address and date of birth of the claimant;
- (b) the name, address and date of birth of the victim of the offence (if not the claimant);
- (c) the date, time and place of the offence;
- (d) the nature of the offence and the details surrounding the occurrence of the offence;
- (e) when and where the offence was reported to the police or, if not reported, the reason for not reporting the offence;
- (f) details of the nature and extent of the injury;
- (g) if the victim of the offence is dead—
  - (i) the relationship of the claimant to the victim; and
  - (ii) the date of death; and
  - (iii) the date of the funeral.

#### **Note—**

Failure to report an offence to the police within a reasonable time after its commission may result in a claimant being refused statutory compensation unless the claimant can establish good reason for the failure—see section 20(7) of the Act.

#### **2—Offender information**

A claimant must include in an application for statutory compensation the following information about the offender:

- (a) the name and address of the offender (if known);
- (b) if the offender was charged with an offence—
  - (i) details of the charges laid; and
  - (ii) details of the court in which the charges were laid; and
  - (iii) the date of the trial (if any);
- (c) the outcome of the prosecution of any offence, including, if the offender was convicted of an offence—
  - (i) details of the conviction recorded; and
  - (ii) details of the court in which the conviction was recorded; and
  - (iii) the date of the conviction; and
  - (iv) details of any appeal lodged against the conviction by the offender;
- (d) whether the claimant gave evidence for the prosecution at the trial of the offender and, if not, the reasons why the claimant did not give evidence;

**Note—**

Failure of or refusal by the victim to give evidence in the prosecution of an offender may result in a claimant being refused statutory compensation unless the claimant can establish good reason for the failure or refusal—see section 20(7) of the Act.

- (e) if the claimant seeks an exemption from the requirement to serve the application on the offender on the ground that the whereabouts of the offender are unknown and cannot be readily ascertained (see section 18(4)(c) of the Act)—details of attempts by the claimant to locate the offender.

**3—Information about action taken to ascertain defendant's assets**

A claimant must include in an application (other than a limited application) for statutory compensation details, and results, of any searches carried out by the claimant in order to ascertain any assets of the defendant.

**4—Information about statutory compensation being claimed**

- (1) A claimant must include in an application for statutory compensation that is limited to compensation for funeral expenses an itemised list of funeral expenses.

**Note—**

Section 17(4) of the Act sets out who is eligible to claim statutory compensation for funeral expenses.

- (2) A claimant must include in an application for statutory compensation the following information about the compensation being claimed:
  - (a) particulars of any special damages being claimed, including—
    - (i) an itemised list of expenses in relation to any treatment and the name of the person or institution to whom the expense was paid or is payable;
    - (ii) as to each item, details of any refund or entitlement to refund of treatment costs from Medicare, an insurer or any other source;
    - (iii) an itemised list of funeral expenses;
  - (b) particulars of any loss of earnings as follows:
    - (i) if past loss of earnings is being claimed, details of the period off work or any period of reduced work and the amount that would have been earned had the claimant worked during that period (showing how this is calculated);
    - (ii) if an ongoing loss of earnings or a loss of earning capacity is being claimed, details of—
      - (A) the occupation or business of the claimant at the time of the injury and during the 12 months prior to the injury;
      - (B) the gross income received from the occupation or business during the 12 month period ending on 30 June last prior to the injury;
      - (C) any disability (including mental disability) from which the claimant is suffering or has suffered in consequence of the injury and which is preventing or has prevented (wholly or in part) the claimant from carrying on his or her occupation or business;

- (D) the periods since the injury during which the claimant has been unable (wholly or in part) to perform his or her usual occupation or business, together with the periods during which the incapacity has been total and the periods during which it has been partial;
- (E) where there has been partial incapacity, the nature and extent of the partial incapacity;
- (F) the periods since the injury during which the claimant has been employed or otherwise engaged in an occupation or business and, in respect of each such occupation or business—
  - the nature of the occupation or business;
  - the address at which it was conducted or performed;
  - the name of the employer;
  - the gross income received by the claimant.

## **5—Formulated claim**

- (1) A claimant must include in an application (other than a limited application) for statutory compensation a formulated claim showing the amount of compensation for which the claimant proposes the claim be settled.
- (2) The formulated claim must set out separately—
  - (a) the number of points claimed for non-financial loss (see section 20(3)(a)(ii) of the Act); and
  - (b) the amount claimed for—
    - (i) any closed period of past loss of earnings; and
    - (ii) any loss of earning capacity; and
    - (iii) special damages.
- (3) The formulated claim must include a statement of all amounts received, or likely to be received, by or on behalf of the claimant from the offender, an insurer or any other source, and details of any steps taken to obtain payment or compensation from the offender or any other person, body corporate or government department or agency in respect of the injury.

## **Part 2—Documents required to accompany application**

### **6—Police records, statements etc**

An application for statutory compensation must be accompanied by a copy of any record, statement or evidence relating to the offence provided to the claimant by the police.

### **7—Hospital reports and reports from general medical practitioner or dentist**

The claimant's application (other than a limited application) for statutory compensation must be accompanied by at least one of the following reports:

- (a) if the victim was treated for the injury in a hospital—the hospital report (up to 20 pages) relating to the victim;
- (b) a report from a general medical practitioner or dentist summarising—
  - (i) the history taken from the victim; and

- (ii) the nature and extent of the injury; and
- (iii) the history of the treatment of the injury; and
- (iv) whether there is a need for any future treatment and, if so, the nature of the future treatment; and
- (v) the prognosis; and
- (vi) the nature and extent of any permanent disability resulting from the injury.

**Note—**

See also clause 4(2) of Schedule 2.

## **8—Photographs**

- (1) If an application for statutory compensation includes a claim for a permanent disability in the nature of scarring, deformity or disfigurement resulting from an injury caused by an offence, the application must be accompanied by—
  - (a) any relevant photographs, which must be dated, of the victim taken before the victim was injured; and
  - (b) photographs of the injury taken at or about the time of the making of the application.
- (2) A photograph taken for the purposes of subclause (1)(b) must, on the reverse of the photograph, be signed and dated by a legal practitioner or justice certifying that—
  - (a) he or she has seen, and is satisfied as to the identity of, the victim; and
  - (b) the photograph is a true photograph of the victim.

## **9—Statement of loss of earnings etc**

- (1) If an application for statutory compensation includes a claim for past loss of earnings—
  - (a) by the claimant as an employee, the application must be accompanied by—
    - (i) a letter from the employer or employer's insurer; or
    - (ii) some other written evidence,  
confirming the period during which the claimant lost earnings and the amount lost during the period;
  - (b) by the claimant as a self-employed person, the application must be accompanied by written evidence confirming the period during which the claimant lost earnings and the amount lost during the period.
- (2) If an application for statutory compensation includes a claim for loss of earnings as a result of the claimant being unable, as a consequence of the injury, to enter into, or carry out, a contract with a particular person, the application must be accompanied by—
  - (a) letter from the person confirming the availability of work for the claimant during the relevant period and the value of that work; or
  - (b) some other written evidence supporting the claim.

- (3) If an application for statutory compensation includes a claim for loss of earning capacity by the claimant, the application must be accompanied by a copy of the claimant's income tax return—
- (a) for each of the 5 financial years immediately preceding the commission of the offence resulting in the injury; and
  - (b) for the financial year during which the offence resulting in the injury was committed; and
  - (c) for each of the financial years occurring since the financial year referred to in paragraph (b).

**Note—**

Copies of tax returns may be obtained from the Australian Taxation Office.

## **10—Documents relating to amounts received by claimant from other sources**

An application for statutory compensation must be accompanied by copies of any documents relating to any amounts received, or likely to be received, by or on behalf of the claimant from the offender, an insurer or any other source, and details of any steps taken to obtain payment or compensation from the offender or any other person, body corporate or government department or agency in respect of the injury.

## **Schedule 2—Prescribed scale of costs**

### **1—Solicitors fee**

A solicitor may charge a fee for a claim for compensation as follows:

- (a) a fee of \$500 for a limited claim where the identity of the offender is known and compensation is agreed;

**Note—**

A solicitor is not entitled to a fee in respect of a limited claim for compensation where the identity of the offender is unknown and compensation is agreed.

- (b) a fee of \$1 000 for any other claim that is not a related claim;
- (c) if the claim is a related claim—a fee of \$1 000 for the first claim and, for each of the other related claims, a fee of \$800.

### **2—Counsels fee**

- (1) Counsel may charge a fee of not more than \$750 for all work preparatory to an application to the court for compensation (including advice on evidence and any other legal advice on the application, conferences and proofing witnesses) and for the first 5 hours of the hearing of the application.
- (2) Counsel may charge an additional fee of 1/5 of the preliminary fee actually charged for each hour or part of an hour after the first 5 hours of the hearing of the application.
- (3) Subject to subclause (4), counsel may charge a fee of \$500 for an opinion as to the compromise of a minor's claim for compensation.
- (4) Counsel may charge a fee of \$350 for each opinion as to the compromise of a minor's related claim for compensation.

### 3—Fee for an appeal

The fee that may be charged for an appeal is \$500.

### 4—Disbursements

(1) Subject to this clause, if—

- (a) an application for statutory compensation is made to the court, a legal practitioner may recover all disbursements reasonably incurred under the Act as certified by the court;
- (b) an application for statutory compensation is settled without any such application being made, a legal practitioner may recover all disbursements reasonably incurred as certified by the Crown Solicitor.

(2) A legal practitioner may recover the reasonable cost of obtaining the following reports relating to a claim for statutory compensation:

- (a) a hospital report (up to 20 pages);
- (b) the report of a general medical practitioner or dentist.

(3) A legal practitioner may not recover the cost of obtaining a report relating to a claim for statutory compensation—

- (a) in the case of a hospital report that is longer than 20 pages, unless—
  - (i) the Crown Solicitor has given prior agreement; or
  - (ii) the court is satisfied that the whole of the victim's record from the hospital is, in the circumstances, necessary for the determination of the matter;
- (b) in the case of a report from more than one expert in the same specialty, unless—
  - (i) the Crown Solicitor has given prior agreement; or
  - (ii) the court is satisfied that the report from more than one expert in the specialty is necessary to provide the court with the evidence required for the determination of the matter;
- (c) in the case of a report from an allied health practitioner, unless—
  - (i) the Crown Solicitor has given prior agreement that the report is necessary, having regard to—
    - (A) the nature of the claimant's injury; and
    - (B) the qualifications and field of practice of the allied health practitioner; and
    - (C) whether the claimant was referred to the allied health practitioner for treatment by a medical practitioner; and
    - (D) whether a report from a general medical practitioner or dentist could provide the evidence necessary for the determination of the matter; and
    - (E) the estimated cost of the report from the allied health practitioner; and
    - (F) whether obtaining the report from the allied health practitioner would likely avoid the need to obtain a more costly report from a medical practitioner or dentist; and

- (G) whether the claimant has obtained, or proposes to obtain, a report from a medical practitioner or dentist; and
  - (H) any other matter that, in the circumstances, may compromise (or give the appearance of compromising) the independence of the allied health practitioner or undermine the reliability of the report; or
- (ii) the court is satisfied that the report of a medical practitioner or dentist would not provide the court with the evidence necessary for the determination of the matter;
- (d) in the case of any other report, unless—
    - (i) application for statutory compensation was made to the Crown Solicitor in accordance with section 18 of the Act but no acceptable settlement offer was made within the period for negotiation; or
    - (ii) the Crown Solicitor has given prior agreement that the additional report is necessary, having regard to—
      - (A) the nature of the claimant's injury; and
      - (B) whether the person proposed to provide the report has treated the claimant for the injury; and
      - (C) whether a report from a general medical practitioner or dentist would provide the evidence necessary for the determination of the matter.

**Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 29 July 2004

No 162 of 2004

AGO0380/02CS TC2

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## CITY OF BURNSIDE

## ROADS (OPENING AND CLOSING) ACT 1991

*Road Closure, Portions of High Street, Burnside*

NOTICE is hereby given pursuant to section 10 of the said Act, that council proposes to make a Road Process Order to close and sell to G. J. and H. Trevaskis the 1 m strip of High Street adjoining allotments 3 and 4 in DP 14519 (respectively) on Preliminary Plan No. 04/0045.

A copy of the plan and statement of persons affected are available for public inspection at Council's Office, Civic Centre, 401 Greenhill Road, Tusmore and the office of the Surveyor-General, 101 Grenfell Street, Adelaide during normal office hours.

Any application for easement or objections must be made in writing within 28 days from 5 August 2004, to the Council, P.O. Box 9, Glenside, S.A. 5065 and the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001, setting out full details.

Where a submission is made, council will give notification of a meeting to deal with the matter.

J. HANLON, Chief Executive Officer

## CITY OF MOUNT GAMBIER

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that at a meeting of the Council of the City of Mount Gambier held on Tuesday, 20th July, 2004 the Council resolved:

*Adoption of Capital Valuations*

Pursuant to section 167 (2) (a) and for the purposes of sections 151 (1) (c) and 151 (2) of the Local Government Act 1999, the council adopts for rating purposes for the 2004-2005 financial year, the Valuer-General's most current valuations of the capital values applicable to land within the area of the council, totalling \$2 062 187 200 and that the date of adoption of the valuations is 20 July 2004.

*Declaration of the Attribution of Land Uses and Codes*

1. That in exercise of the powers contained in Part 1 of Chapter 10 of the Local Government Act 1999, council hereby adopts differential rates for the 2004-2005 financial year and pursuant to section 156 (1) (a) of the said Act the differential rates will be according to the use of the land.

2. The numbers indicated against the various categories of the land use prescribed by the Local Government (General) Regulations 1999 ('the Regulations') be used to designate land uses in the Assessment Record of council.

3. The use indicated by those numbers in respect of each separate assessment of land described in the Assessment Record on 20 July 2004 be attributed to each such assessment respectively.

4. Reference in the Declaration of Rates resolution hereof to land being of a certain category use means the use indicated by that category number in the Regulations.

*Declaration of Rates*

In order to raise rates in the amount of \$9 342 000, the council hereby determines that differential rates will be according to the use of the land and the differential general rates be declared for rateable land within the council area as follows:

- (1) \$0.002045 in the dollar on rateable land of Category 1 (Residential) use;
- (2) \$0.005624 in the dollar on rateable land of Category 2 (Commercial—Shop) use;
- (3) \$0.005624 in the dollar on rateable land of Category 3 (Commercial—Office) use;
- (4) \$0.005624 in the dollar on rateable land of Category 4 (Commercial—Other) use;
- (5) \$0.004806 in the dollar on rateable land of Category 5 (Industry—Light) use;
- (6) \$0.004806 in the dollar on rateable land of Category 6 (Industry—Other) use;

- (7) \$0.002045 in the dollar on rateable land of Category 7 (Primary Production) use;
- (8) \$0.012270 in the dollar on rateable land of Category 8 (Vacant Land) use;
- (9) \$0.002045 in the dollar on rateable land of Category 9 (Other) use.

*Declaration of a Fixed Charge*

Pursuant to section 152 (1) and (2) of the Local Government Act 1999, the council hereby fixes in respect of the 2004-2005 financial year a fixed charge on individual rateable land/assessment within the area of the City of Mount Gambier in the sum of \$365.

*Declaration of Separate Rate*

In exercise of the powers contained in section 138 of the Water Resources Act 1997 and section 154 of the Local Government Act 1999 and in order to reimburse to the council the amount contributed to the South East Catchment Water Management Board being \$159 085, a separate rate of \$13.60 per assessment be declared on all rateable land in the council's area in the catchment area of the said Board based on a fixed levy of the same amount on all individual rateable land in the council's area in the catchment of the Board for the 2004-2005 financial year.

*Payment of Council Rates*

Pursuant to section 181 (2) (a) and (14) of the Local Government Act 1999 the council declares that rates and charges in respect of the 2004-2005 financial year be by quarterly instalments due and payable on or before:

10 September 2004  
10 December 2004  
10 March 2005  
10 June 2005

Dated 20 July 2004.

G. MULLER, Chief Executive Officer

## CITY OF PORT ADELAIDE ENFIELD

*Change of Name of Portions of a Public Road  
Assignment of a Name for a Public Road*

NOTICE is hereby given that pursuant to section 219 (1) of the Local Government Act 1999, portions of a certain public road in Gilles Plains are changed and a public road in Gilles Plains is assigned a name, as detailed below:

- Portion of McKinlay Avenue, Gilles Plains as marked A in plan 1 is assigned the street name Powell Street.
- Portion of McKinlay Avenue, Gilles Plains as marked B in plan 1 is assigned the street name Hendry Court.
- New portion of road as marked C in plan 1 is assigned the street name Hendry Court, Gilles Plains.

A plan which delineates the areas of public roads which are subject to the change of street name and assignment of a street name, is available for inspection at the Council's Principal Office, 163 St Vincent Street, Port Adelaide, S.A. 5015, during the hours of 9 a.m. and 5 p.m. weekdays.

H. J. WIERDA, City Manager

## CITY OF TEA TREE GULLY

*Final Adoption of Community Land Management Plans*

NOTICE is hereby given, pursuant to section 197 (3) of the Local Government Act 1999, that the Council of the City of Tea Tree Gully, at its meeting held on 13 July 2004, adopted Management Plans for the following Community Land:

*Banksia Park Reserves*

Oleander, Brightlands, Shannon, Gunda, Huon, Marsha, Jasper, Tay.

*Para Hills Reserves*

Conygham, Billabong.

*Redwood Park Reserves*

Lokan, Warne, Possingham, Dearman, Robertson Plantation, Brassington, Cronulla, Kirk, Eva, Sunhaven, Cedric, Sherwood Park, Riverside.

*Ridgehaven Reserves*

Jordan, Grant, Lumsden, Chinner, Dewer, Hazel, Stevens, Ridgehaven, Oakwood Drainage.

*Surrey Downs Reserves*

Mallett, Zealand, Vine, Mariners, Tanya.

*Fairview Park Reserves*

Council Rental Property, Fairview Park, Hartog, Butler, Taworri Flora and Fauna, Birkdale, Tarni, Nagle, Mowbray.

*Tea Tree Gully Reserves*

Brightlands.

*Gulfview Heights Reserves*

Para Hills.

*Vista Reserves*

Carmel.

Notice is also given that, at a meeting held on 25 May 2004, Council adopted a Management Plan for the following Community Land:

*Banksia Park Reserve*

Banksia Park Sports Area.

G. PERKIN, Chief Executive Officer

## TOWN OF WALKERVILLE

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that at a special meeting of council held on 19 July 2004, in exercise of the powers contained in Chapters 8, 9 and 10 of the Local Government Act 1999 and the Water Resources Act 1997:

*Adoption of Valuation*

1. Pursuant to section 167 (2) (a) of the Local Government Act 1999, adopted the capital value on properties within the council area as prepared by the Valuer-General, totalling \$1 545 334 600 for the year ending 30 June 2005.

*Declaration of Differential General Rates*

2. Pursuant to section 156 (1) (a) of the Local Government Act 1999, council resolved to declare differential general rates according to the use of the land and in accordance with Regulation 10 of the Local Government (General) Regulations 1999 as follows:

- (a) in respect of such rateable property which is described as Residential, a differential general rate of 0.2266 cents in the dollar on the assessed value of such rateable property;
- (b) in respect of such rateable property which is described as Commercial—Shop, Commercial—Office, Commercial—Other, Light—Industry, Industry—Other, Vacant Land and Other, a differential general rate of 0.332 cents in the dollar on the assessed value of such rateable property.

*Minimum Amount Payable by Way of General Rates*

3. Pursuant to section 158 (1) (a) of the Local Government Act 1999, council declared a minimum amount payable by way of rates, such minimum amount being \$615 in respect of the year ending 30 June 2005.

*Declaration of Separate Rate*

4. In exercise of the powers contained in section 138 of the Water Resources Act 1997 and section 154 of the Local Government Act 1999 and in order to reimburse the council the amounts contributed to the River Torrens Catchment Water Management Board for the council area, being \$122 100 a separate rate of 0.0083 cents in the dollar, based on the capital value of rateable land within the catchment area.

*Rebate on Rates*

5. Pursuant to section 166 (1) (ii) of the Local Government Act 1999, a rebate on rates on residential properties may be approved:

- (a) where the increase in rates is greater than 12% on those levied in the 2003-2004 financial year;
- (b) no building works have been undertaken in the past few years;
- (c) the property is still owned by the same owner as at 1 July 2003;
- (d) the property is the principle place of residence; and
- (e) the property is not part of an aged care complex.

Full details and application forms are available from the council offices or by phoning 8344 7711.

*Rates Information Brochure and Abridged Rating Policy/Statement*

6. The full rating policy is available from the council office or can be viewed on [www.walkerville.sa.gov.au](http://www.walkerville.sa.gov.au) and a rating summary will be distributed with the Rates Notice, pursuant to section 171 of the Local Government Act 1999.

R. H. WALLACE, Chief Executive Officer

## THE BAROSSA COUNCIL

*Adoption of Valuation and Declaration of Rates and Charges*

NOTICE is hereby given that at its meeting held on 20 July 2004 and in relation to the 2004-2005 financial year the council in exercise of its powers contained in Chapters 8 and 10 of the Local Government Act 1999, made the following resolutions:

*Adoption of Valuation*

1. That council, in accordance with section 167 (2) (a) of the Local Government Act 1999, adopts for rating purposes the Valuer-General's valuations of Capital Value in relation to the area of the council, and specifies that the total of the values that are to apply within the area is \$2 831 618 180 of which \$2 764 110 382 is rateable.

*Declaration of Differential General Rates*

2. That council in exercise of the powers contained in sections 153 (1) (b) and 156 (1) (a) of the Local Government Act 1999, declare the following differential general rates on rateable land within its area, based upon the capital value of the land which rates vary by reference to land use categories as per Regulation 10 of the Local Government Act (General) Regulations 1999:

- (1) on rateable land of Category 1 use (Residential), a rate of 0.2500 cents in the dollar of the capital value of such land;
- (2) on rateable land of Category 6 use (Industry—Other), a rate of 0.9950 cents in the dollar of the capital value of such land;
- (3) on rateable land of Category 7 use (Primary Production), a rate of 0.2550 cents in the dollar of the capital value of such land;

- (4) on rateable land of Category 8 use (Vacant Land), a rate of 0.5500 cents in the dollar of the capital value of such land;
- (5) on rateable land of all other category uses, a rate of 0.4125 cents in the dollar of the capital value of such land.

*Imposition of Fixed Charge*

3. That council, pursuant to powers vested in it under the provisions of sections 151 and 152 of the Local Government Act 1999, impose a fixed charge of \$150 as part of the general rate upon each separately valued piece of rateable land within the council area.

*Imposition of Waste Collection Service Rate*

4. (1) *Non-recyclable Waste Collection*—That council in exercise of the powers contained in section 155 of the Local Government Act 1999, and in order to carry out the projects of non-recyclable waste collection in those parts of the council's area described in 4 (3) below, impose a service charge of 66 cents per litre capacity of collection receptacle(s) provided for non-recyclable waste collection on each assessment of rateable land in those parts and as indicated in the assessment record.

(2) *Recyclable Waste Collection*—That council in exercise of the powers contained in section 155 of the Local Government Act 1999, and in order to carry out the projects of recyclable waste collection in those parts of the council's area described in 4 (3) (a) and (c) below, impose a service charge of 66 cents per litre capacity of collection receptacle(s) provided for re-cyclable waste collection on each assessment of rateable land in those parts and as indicated in the assessment record.

(3) *Parts of the area:*

- (a) the townships of Angaston, Nuriootpa, Lyndoch, Williamstown, Mount Pleasant and Tanunda;
- (b) the policy areas of Eden Valley and Springton;
- (c) land in the council's area between Altona Road and Barossa Valley Way known as Altona;
- (d) the townships of Moculta and Stockwell;
- (e) that part of the area not otherwise described in this paragraph to which the council makes available (as at this date) a non-recyclable waste collection,

the respective townships and policy areas being as defined in the Development Plan under the Development Act 1993.

*Imposition of Water Catchment Levies*

5. That council in exercise of the powers contained in section 154 of the Local Government Act 1999:

- (1) in order to reimburse the council for the amount contributed to the Torrens Valley Catchment Water Management Board, a levy be imposed comprising of 0.0085 cents in the dollar of the capital value of land, on all rateable land in the council area in the catchment area of that Board in accordance with section 138 of the Water Resources Act 1997; and
- (2) in order to reimburse the council for the amount contributed to the Northern Adelaide and Barossa Catchment Water Management Board, a levy be imposed comprising of 0.0090 cents in the dollar of the capital value of land, on all rateable land in the council's area in the catchment area of that Board in accordance with section 138 of the Water Resources Act 1997.

*Imposition of Septic Tank Effluent Disposal Rate and Service Charge*

6. That council in exercise of the powers contained in section 155 of the Local Government Act 1999, impose a service rate and service charge in the following areas to which council makes available a Septic Tank Effluent Disposal Service:

*Stockwell*

- (1) A service rate of 0.1275 cents in the dollar of the capital value of land and an annual service charge of \$160 on assessments of occupied rateable and non-rateable land;

- (2) an annual service charge of \$225 on each allotment of vacant rateable and non-rateable land.

*Lyndoch, Mount Pleasant, Nuriootpa, Penrice, Tanunda and Williamstown*

- (1) A service rate of 0.1275 cents in the dollar of the capital value of land on assessments of occupied rateable and non-rateable land;
- (2) an annual service charge of \$100 on each allotment of vacant rateable and non-rateable land.

*Payment of Rates*

7. (1) Pursuant to section 181 of the Local Government Act 1999, all rates (general, separate and service) and charges and the water catchment levy will be payable in four instalments (unless otherwise agreed with the principal ratepayer) by 13 September 2004, 6 December 2004, 7 March 2005 and 6 June 2005, provided that in cases where the initial account requiring payment of rates is not sent at least 30 days prior to these dates, or an amended account is required to be sent, authority to fix the date by which rates must be paid in respect of those assessments affected is hereby delegated to the Chief Executive Officer.

(2) Pursuant to section 44 of the Local Government Act 1999, the Chief Executive Officer be delegated power to enter into agreements with ratepayers relating to the payment of rates in any case where the Chief Executive Officer thinks it necessary or desirable to do so.

*Discount Option—Full Payment*

8. Pursuant to section 181 (11) of the Local Government Act 1999, all rates (general, separate and service) and charges paid in full on or before 13 September 2004 (first instalment date) will attract a discount of 2% (net of council rebates if applicable).

*Rebate of General Rates*

9. (1) *Industry: Other Category*—That council pursuant to section 166 (1) (b) of the Local Government Act 1999, grants a rebate of 15% on the general rate to the principal ratepayer of rateable land within the land use Category 6 (Industry—Other), for all land with the following Valuer-General land use codes:

3110-3113 and 3121 (food manufacturing); 3200-3240 (textiles); 3410-3420 (paper and paper products, printing and publishing); 3690-3691 (non-metallic mineral products); 3720 (non-ferrous metal basic industries); 3810-3819 (fabricated metal products except machinery and equipment); 3824 (special industrial machinery and equipment); 3909 (other manufacturing industries); 6540-6590 (motor vehicle transportation); 8230 (dimension stone); 8240 (crushed stone); 8250-8259 (sand and gravel); 8260 (clay); and 8290 (non-metals).

(2) *Residential Category*—That council pursuant to section 166 (1) (l) of the Local Government Act 1999, offer a rebate of general rates to the principal ratepayer where the increase in general rates levied upon a property exceeds the 2003-2004 general rates levied by more than 20% as a result of a significant increase in capital value. This rebate will apply only to residential properties that have been the ratepayer's principal place of residence since 1 July 2003 and that have not been subject to improvements since that date.

J. G. JONES, Chief Executive Officer

REGIONAL COUNCIL OF GOYDER

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that at a meeting of the Council held on Tuesday, 20 July 2004, the Council resolved as follows:

*Adoption of Valuations*

1. Pursuant to section 167 (2) (a) of the Local Government Act 1999, Council adopted for the financial year ending 30 June 2005, capital valuations made by the Valuer-General being \$595 484 600 in relation to the area of the Council for the purpose of rating, and hereby specifies 20 July 2004 as the day as and from which such valuations shall become and be the valuations of the Council.

*Annual Service Charge—Septic Tank Effluent Drainage Schemes*

2. Pursuant to section 155 of the Local Government Act 1999, Council adopted the following annual service charges for the year ending 30 June 2005:

- (a) For all properties included in the area serviced by the Burra Septic Tank Effluent Drainage Scheme, an annual service charge of \$234 per property unit for occupied property and an annual service charge of \$175.50 per unit for vacant allotments;
- (b) For all properties included in the area serviced by the Eudunda Septic Tank Effluent Drainage Scheme, an annual service charge of \$150 per property for occupied property and an annual service charge of \$112.50 per property unit for vacant allotments.

(A 'property unit' is determined in accordance with the document entitled 'Guidelines for establishing property units related to service charges for Septic Tank Effluent Disposal Schemes' as published by the Local Government Association of South Australia, February 1996 and adopted by Council in July 1997).

*Annual Service Rate—Waste Collection*

3. Pursuant to section 155 of the Local Government Act 1999, Council adopted the following annual service rate for the year ending 30 June 2005, for Waste Collection Services:

- (a) for all residences and businesses in the townships of Terowie, Whyte Yarcowie, Hallett, Mount Bryan, Burra, Robertstown, Point Pass, Eudunda, Farrell Flat and Booborowie, an annual service rate of \$80 per property unit for occupied property, and an annual service rate of \$0.00 per unit for unoccupied properties;
- (b) for all properties outside of the above townships that have made application and have access to the waste collection service, an annual service rate of \$80 per property unit.

*Fixed Charge*

4. Pursuant to section 151 of the Local Government Act 1999, and subject to the provision of section 152 (2), Council declares a fixed charge of \$175 for the 2004-2005 financial year.

*Differential General Rates*

5. Pursuant to section 156 of the Local Government Act 1999, the following differential general rates for the year ending 30 June 2005, were declared with reference to the locality of the land:

- (a) 0.3354 cents in the dollar for land located within the Hallett Ward area;
- (b) 0.6662 cents in the dollar for land located within the Burra Township area;
- (c) 0.3354 cents in the dollar for land located outside the Burra Township area but within the Burra Ward area;
- (d) 0.3989 cents in the dollar for land located within the Eudunda Township area;
- (e) 0.3354 cents in the dollar for land located outside the Eudunda Township area but within the Eudunda Ward area; and
- (f) 0.3354 cents in the dollar for land located within the Robertstown Ward area.

*Payment of Rates*

6. Pursuant to section 181 (1) of the Local Government Act 1999, rates are payable by four instalments due on 3 September 2004, 3 December 2004, 4 March 2005 and 3 June 2005.

*Early Payment Discount*

7. That pursuant to section 181 (1) of the Local Government Act 1999, all rates (general, separate and service) for 2004-2005 paid in full on or before the due date of the first instalment date (3 September 2004) will attract a 3% discount or all rates (general, separate and service) for 2004-2005 paid in full between 4 September 2004 and 3 December 2004 will attract a discount of 1.5% for the second, third and fourth quarters.

S. KERRIGAN, Chief Executive Officer

## DISTRICT COUNCIL OF LOXTON WAIKERIE

*Adoption of Valuation, Budget and Declaration of Rates for 2004-2005*

NOTICE is hereby given that at its meeting held on 16 July 2004 the District Council of Loxton Waikerie in exercise of the powers contained in Chapter 10 of the Local Government Act 1999, passed the following resolutions for the financial year ending 30 June 2005:

*Adoption of Valuation*

1. (1) The rates assessed on rateable land in the area of the council will be based on the capital value of land for all rateable land.

(2) Pursuant to section 167 (2) (a) the Local Government Act 1999, hereinafter referred to as 'the Act' the most recent valuations of the Valuer-General available to the council of the capital value of land within the council's area, be adopted for rating purposes for the 2004-2005 financial year, totalling \$1 168 787 700.

*Declaration of General Rates*

2. The said general rates declared are as follows:

- Pursuant to section 152 of the Act, the council declares a general rate of 0.540 cents in the dollar on the capital value of all rateable land within the council's area.

*Minimum Rate*

3. (1) Subject to 3 (2) and pursuant to section 158 (1) (a) of the Act, the council declares a minimum amount payable by way of rates of \$320 upon all rateable properties within its area for the financial year ending 30 June 2005.

(2) The council pursuant to section 158 (1) (b) of the Act alters the amount that would otherwise be payable by way of rates in respect of land that falls below a capital value of \$5 000 as follows:

- any property within the former District Council of Brown's Well will pay \$120; and
- any other property within the area of the council will pay \$160.

*Service Charges*

4. Pursuant to section 155 of the Act, the council declares the following service charges payable where a common effluent connection point is provided:

- to such properties serviced by the Waikerie Common Effluent Disposal Scheme—an annual service charge of \$300 per unit on each occupied allotment and an annual service charge of \$280 on each vacant allotment and whether such allotments are rateable land or not;
- to such properties serviced by the Loxton Common Effluent Disposal Scheme—an annual service charge of \$190 per unit on each occupied allotment and an annual service charge of \$170 on each vacant allotment and whether such allotments are rateable land or not;

- to such properties serviced by the Moorook Common Effluent Disposal Scheme—an annual service charge of \$260 per unit on each occupied allotment and an annual service charge of \$240 on each vacant allotment and whether such allotments are rateable land or not.

*Payment of Rates*

5. Pursuant to section 181 of the Act the general rates, minimum rates and service charges shall be payable in four equal or approximately equal instalments on 3 September 2004, 3 December 2004, 4 March 2005 and 3 June 2005.

P. D. ACKLAND, Chief Executive Officer

NARACOORTE LUCINDALE COUNCIL

*Adoption of Assessment and Declaration of Rates*

NOTICE is hereby given that the Naracoorte Lucindale Council in accordance with section 167 (2) (a) of the Local Government Act 1999, at a meeting held on 29 June 2004, adopted for the year ending 30 June 2005, the Government assessment of capital value being:

	\$
Rateable Properties.....	1 264 981 203
Non-rateable Properties.....	33 872 873

as detailed in the valuation roll prepared by the Valuer-General in relation to the areas of the Naracoorte Lucindale Council and hereby specifies 1 July 2004, as the day as and from which such assessment shall become and be the assessment of the council.

*Adoption of the Budget*

That the following budget estimates for 2004-2005 be adopted:

	\$
(a) Estimated Expenditure .....	11 117 385
(b) Estimated Income (other than rates).....	4 664 603
(c) Amount to be raised by rates.....	6 452 782

*Declaration of the Rate and Minimum Rate 2004-2005*

Notice is hereby given that at a meeting held on Tuesday, 29 June 2004, the Naracoorte Lucindale Council in accordance with section 156 (1) (a) and (b) of the Local Government Act 1999, declared differential general rates based upon the capital value of the land and subject to the rate, for the year ending 30 June 2005, as follows:

Rural Living .....	0.536
Deferred Urban .....	0.536
Residential (Naracoorte) .....	0.736
Recreation (Naracoorte) .....	0.736
Commercial (Naracoorte).....	0.736
Commercial/Industry (Naracoorte) .....	0.736
Conservation (Naracoorte) .....	0.736
Country Living (Naracoorte).....	0.736
Home Industry (Naracoorte) .....	0.736
Industry (Naracoorte).....	0.736
Town Centre (Naracoorte) .....	0.736
General Industry (Naracoorte).....	0.736
General Farming .....	0.433
Forestry/Farming.....	0.433
Horticulture.....	0.433
Industry .....	0.433
Country/Towns Vacant .....	0.533
Country Townships .....	0.533
Residential (Lucindale) .....	0.600
Vacant Land (Lucindale).....	0.600
Town Centre (Lucindale) .....	0.600
Public Purpose (Lucindale) .....	0.600
Commercial (Lucindale) .....	0.600

Pursuant to section 158 of the Local Government Act 1999, the council fixed the minimum amounts that shall be payable by way of rates for the year ending 30 June 2005, as follows:

	\$
Rural Living .....	235
Deferred Urban .....	235
Residential (Naracoorte) .....	320
Recreation (Naracoorte).....	320
Commercial (Naracoorte).....	320
Commercial/Industry (Naracoorte) .....	320
Conservation (Naracoorte) .....	320
Country Living (Naracoorte).....	320
Home Industry (Naracoorte) .....	320
Industry (Naracoorte).....	320
Town Centre (Naracoorte) .....	320
General Industry (Naracoorte) .....	320
General Farming .....	130
Forestry/Farming.....	130
Horticulture.....	130
Industry .....	130
Country/Towns Vacant .....	130
Country Townships .....	235
Residential (Lucindale) .....	235
Vacant Land (Lucindale) .....	130
Town Centre (Lucindale) .....	235
Public Purpose (Lucindale).....	235
Commercial (Lucindale) .....	235

*Declaration of STEDS Special Rate*

Pursuant to section 155 of the Local Government Act 1999, council fixed an annual service charge for the Lucindale STEDS Scheme for the year ending 30 June 2005, as follows:

- In respect of all occupied properties serviced by that scheme in the township of Lucindale—\$125.
- In respect of all vacant properties serviced by that scheme in the township of Lucindale—\$45.

*Declaration of S.E. Water Catchment Board Levy*

Pursuant to the powers contained in section 138 of the Water Resources Act 1997, and section 154 (1) of the Local Government Act 1999, in order to reimburse the council the amount contributed to the S.E. Water Catchment Management Board, the council fixed a separate levy of \$13.67 in respect of each rateable property in the area of the council in the catchment area of the Board.

*Payment of Rates*

*Payment of Rates by Quarterly Instalments*—That pursuant to section 184 of the Act the payment of rates may be made by four approximately equal instalments, the first of which shall be due on the first working day of September 2004, second on the first working day of December 2004, third on the first working day of March 2005, and the fourth on the first working day of June 2005.

D. HOVENDEN, Chief Executive Officer

NORTHERN AREAS COUNCIL

*Adoption of Valuation*

NOTICE is hereby given that the Northern Areas Council at its meeting held on 13 July 2004, resolved in accordance with section 167 of the Local Government Act 1999, to adopt capital values made by the Valuer-General for the financial year ending 30 June 2005, being \$749 495 300, comprising \$737 630 261 for rateable land and \$11 865 039 for non-rateable land and hereby specifies 13 July 2004 as the day from which such valuation shall become the assessment of council.

*Declaration of Rates*

Notice is hereby given that the Northern Areas Council at its meeting held on 13 July 2004, in accordance with Chapter 10 of the Local Government Act 1999, declared for the financial year ending 30 June 2005 the following rates:

- (1) A differential general rate of 0.4475 cents in the dollar on rateable land within the township of Jamestown and the following adjacent land comprising assessments 8700001609, 8700001801, 8700002003, 8700003006, 8700004009, 8700005001, 8700006004, 8700007007, 870000800\*, 8700009002, 8700010003, 8700011006, 8700012009, 8700013001, 8700014004, 8700015007, 8700019008, 8700046006, 8700047009, 8700049004, 8700060051, 870006030\*, 8700061003, 8700072001, 8700547003, 8700548006, 8700548006, 8700559004, 870218500\*, 8702186109, 8702186301, 8702186504, 8702189000, 8702190108, 8702192007, 8702196008, 8702197000, 8702203503, Hundred of Belalie and excluding assessment 8702198003; and within the townships of Gladstone and Laura, excluding urban farmland properties comprising assessments 7620488002, 7620554006, 7622237004, 7622236001, 762227100\*, 7622272002, 7622268003, 7622267000, 762250220\*, 7622270007, 7622504002, 762250300\*, 762249000\*; and within the townships of Georgetown, Gulnare, Yacka, Spalding and Caltowie.
- (2) A differential general rate of 0.2296 cents in the dollar on the remainder of rateable land within the council area.
- (3) A fixed charge of \$120 be imposed on separate rateable land in accordance with section 152 (1) (c) of the Local Government Act 1999.

#### Service Charges

Notice is hereby given that the Northern Areas Council at its meeting held on 13 July 2004, in accordance with section 155 of the Local Government Act 1999, declared for the financial year ending 30 June 2005:

- (1) Pursuant to section 155 of the Local Government Act 1999, a service charge of \$146 per unit ('unit' being as set out in the document entitled 'Determination of Service Charges—Septic Tank Disposal Schemes' issued by the S.T.E.D.S. Advisory Committee and dated 1 September 1992), be imposed on each assessment of occupied land, and a service charge of \$142 be imposed on each assessment of vacant land, in the township of Laura to which land the council makes available a septic tank effluent disposal service.
- (2) Pursuant to section 155 of the Local Government Act 1999, a service charge of \$50 per unit ('unit' being as set out in the document entitled 'Determination of Service Charges—Septic Tank Disposal Schemes' issued by the S.T.E.D.S. Advisory Committee and dated 1 September 1992) be imposed on each assessment of occupied land, and a service charge of \$32 be imposed on each assessment of vacant land in the township of Jamestown to which land the council makes available a septic tank effluent disposal service.
- (3) Pursuant to section 155 of the Local Government Act 1999, a service charge of \$147 per unit ('unit' being as set out in the document entitled 'Determination of Service Charges—Septic Tank Disposal Schemes' issued by the S.T.E.D.S. Advisory Committee and dated 1 September 1992) be imposed on each assessment of occupied land, and a service charge of \$32 be imposed on each assessment of vacant land in the Moyletown area to which land the council makes available a septic tank effluent disposal service.

#### Payment of Rates

1. In accordance with section 181 of the Local Government Act 1999, rates declared for the year ending 30 June 2005, will be payable in four equal or approximately equal instalments, with the instalments falling due on the following dates:

First instalment—Friday, 3 September 2004  
 Second instalment—Friday, 3 December 2004  
 Third instalment—Thursday, 3 March 2005  
 Fourth instalment—Friday, 3 June 2005

2. In accordance with section 181 (11) of the Local Government Act 1999 a discount of 3% will be granted for rates paid in full on or before 3 September 2004.

P. A. MCINERNEY, Chief Executive Officer

#### NORTHERN AREAS COUNCIL

##### DEVELOPMENT ACT 1993

#### *Northern Areas Council Development Plan—General Plan Amendment Report—Draft for Public Consultation*

NOTICE is hereby given that the Northern Areas Council has prepared a draft Plan Amendment Report to amend its current Development Plan as it affects the total area of the council.

The Plan Amendment Report will amend the Development Plan to include:

- Amendment of the General Farming Zone Provisions.
- Expand the boundaries of the Industrial/Commercial Zone in Jamestown.
- Expand the boundaries of the Residential Zone in Laura and Jamestown.
- Expand the Town Centre Zone in Jamestown.
- The incorporation of a number of general policy alterations within the council-wide section of the Development Plan.
- Addition of storm water management provisions into the council-wide section.
- Addition of Aged Person's Housing provisions into the council-wide section.
- Inclusion of a Country Living Zone at Jamestown.
- The maps have been replaced with an up-to-date set of maps.

The draft Plan Amendment Report and statement will be available for public inspection and purchase during normal office hours at the Council Office, 94 Ayr Street, Jamestown from Thursday, 29 July 2004 to Thursday, 30 September 2004. A copy of the Plan Amendment Report can be purchased from the council at \$10 each.

Written submissions regarding the draft amendment will be accepted by the Northern Areas Council until Thursday, 30 September 2004. The written submission should also clearly indicate whether you will wish to speak at the public hearing on your submission. All submissions should be addressed to the Chief Executive Officer of the Northern Areas Council, P.O. Box 120, Jamestown, S.A. 5491.

Copies of all submissions received will be available for inspection by interested persons at 94 Ayr Street, Jamestown from Tuesday, 5 October 2004 until the date of the public hearing.

A public hearing will be held in the Council Chamber, 94 Ayr Street, Jamestown at 4 p.m. on Thursday, 14 October 2004. The public hearing may not be held if no submission indicates an interest in speaking at the public hearing.

Dated 29 July 2004.

P. MCINERNEY, Chief Executive Officer

#### DISTRICT COUNCIL OF PETERBOROUGH

#### *Result of Supplementary Election for Area Councillor Conducted on Monday, 19 July 2004*

Formal Ballot Papers: 691  
 Informal Ballot Papers: 3

Quota: 346

Candidates	First Preference Votes	Result after Distribution of Preferences
Gladwell, Bob .....	288	Elected
Gibbs, David Stuart.....	200	Excluded
Kempen, Judith .....	203	—

STEVE TULLY, Returning Officer

## SOUTHERN MALLEE DISTRICT COUNCIL

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that the Southern Mallee District Council at a meeting held on 20 July 2004, resolved as follows:

*Adoption of Valuation*

In accordance with section 167 (2) (a) of the Local Government Act 1999, adopts the Government assessment capital rateable value in relation to the area of the council totalling \$280 424 900 and hereby specifies 1 July 2004, as the day as and from which such valuation shall become and be the valuation of the council for the year ending 30 June 2005. (Total valuation \$292 182 360).

*Declaration of Rates—Differential General Rates*

Pursuant to section 153 (1) (b) and section 156 (1) (b) of the Local Government Act 1999, declares a differential general rate on property within its area for the financial year ending on 30 June 2005:

0.92 cents in the dollar—Townships of Geranium, Parilla, Parrakie, Pinnaroo and Lameroo;

0.63 cents in the dollar—all the rural land outside the abovementioned townships.

*Minimum Amount Payable by Way of Rates*

Pursuant to section 158 of the Local Government Act 1999, declares a minimum amount payable by way of rates in respect of rateable land within the whole of the area of \$270.

*Service Charges*

Pursuant to section 155 (2) (a) of the Local Government Act 1999, declares a service charge payable on the land benefited:

- Eastern Mallee Highway—Pinnaroo  
\$335 per unit vacant land  
\$408 per unit occupied land
- Remainder of Lameroo and Pinnaroo Township  
\$37 per unit vacant land  
\$110 per unit occupied land

*Catchment Levy*

In exercise of the powers contained in section 138 of the Water Resources Act 1997 and section 154 of the Local Government Act 1999, in order to reimburse to the council the amount contributed to the South East Catchment Water Management Board a separate rate of \$13.58 be declared on all rateable land in the council's area in the catchment area of the Board based on a fixed levy of the same amount on all rateable land.

*Method of Payment*

Pursuant to section 181 of the Local Government Act 1999, declares the above rates to be paid by four equal or approximately equal instalments on 27 September 2004, 15 December 2004, 8 March 2005 and 8 June 2005.

P. WOOD, Chief Executive Officer

## DISTRICT COUNCIL OF TATIARA

*Adoption of Valuation*

NOTICE is hereby given that the council at its meeting held on 14 July 2004, resolved that in accordance with the provisions of section 167 (2) (a) of the Local Government Act 1999, that council adopt for rating purposes for the year ending 30 June 2005, the Valuer-General's valuations of the capital values applicable to land within the area of the council, totalling \$1 256 080 060 and that the date of adoption of the valuations be 14 July 2004.

*Adoption of Budget*

Notice is hereby given that the council at its meeting held on 14 July 2004, adopted the budget for the financial year ending 30 June 2005, comprising the following documents, pursuant to section 123 (2) (b) of the Local Government Act 1999:

- Budgeted Operating Statement;
- Budgeted Statement of Financial Position;
- Budgeted Statement of Changes in Equity;
- Budgeted Statement of Cash Flows;
- Rates Determination.

*Declaration of Rates*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that pursuant to section 156 (1) (b) of the Local Government Act 1999, that council declares the following differential general rates for the 2004-2005 financial year, on rateable land within the area, by reference to the locality of the land:

- 0.5925 cents in the dollar within the townships of Bordertown, Keith, Mundulla, Padthaway and Wolseley;
- 0.4080 cents in the dollar in the area outside the townships of Bordertown, Keith, Mundulla, Padthaway and Wolseley.

*Rate Rebates*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that pursuant to section 166 (1) (l) of the Local Government Act 1999, that council for the purpose of providing relief against what would otherwise amount to a substantial change in rates payable by a ratepayer due to a rapid change in valuations, provide a rebate on the general rate on any one assessment so that the maximum general rate paid is not greater than 20% more than applicable in the previous year. The rebate will not apply where:

- (1) The property has been acquired by the ratepayer after 1 June 2002.
- (2) The increase in the general rate payable is due in whole or in part to an increase in the valuation of the property attributable to improvements made to it valued in excess of \$10 000.
- (3) The increase in the general rate payable is due in whole or in part to an increase in the valuation of the property attributable to a change in the zoning of the land under the Development Act 1993.

The rebate will be automatically calculated by council and recorded on the 2004-2005 rate notice.

*Declaration of Minimum Rate*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that pursuant to section 158 (1) (a) of the Local Government Act 1999, the council hereby fixes, in respect of the year ending 30 June 2005, a minimum amount of \$190 that shall be payable by way of general rate on rateable land within the townships of Bordertown, Keith, Mundulla, Padthaway and Wolseley.

*Service Charges*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that pursuant to section 155 (8) of the Local Government Act 1999, in respect of the year ending 30 June 2005 the council imposes:

- An annual service charge, based on property units, on rateable and non-rateable land within its area, which is serviced by Septic Tank Effluent Disposal Schemes.
- In the area covered by the Bordertown Septic Tank Effluent Drainage Scheme an annual service charge of \$100 on each vacant allotment and an annual service charge of \$140 on all other assessed properties.
- In the area covered by the Keith Septic Tank Effluent Drainage Scheme an annual service charge of \$100 on each vacant allotment and an annual service charge of \$140 on all other assessed properties.
- In the area covered by the Mundulla Septic Tank Effluent Drainage Scheme an annual service charge of \$90 on each vacant allotment and an annual service charge of \$120 on all other assessed properties.

- In the area covered by the Wolseley Septic Tank Effluent Drainage Scheme an annual service charge of \$150 on each vacant allotment and an annual service charge of \$210 on all other assessed properties.

*Declaration of Separate Rate*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that pursuant to section 154 of the Local Government Act 1999, council declares a separate rate of \$20.33 for the 2004-2005 financial year on rateable properties in the East Ward and a separate rate of \$26.23 for the 2004-2005 financial year on rateable properties in the West Ward. Pensioner concessions will be granted in accordance with pensioner concessions for the general rate. The East Ward Separate Rate and the West Ward Separate Rate are for the purpose of funding the redevelopment of the Bordertown Memorial Hospital Inc. and the Keith & District Hospital Inc. for aged care facilities. The East Ward Separate Rate and the West Ward Separate Rate will be payable in four equal instalments in conjunction with the general rate.

*Declaration of Separate Rate*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that in exercise of the powers contained in section 138 of the Water Resources Act 1997 and section 154 (1) of the Local Government Act 1999, in order to reimburse to the council the amount contributed to the South East Catchment Water Management Board, the council declares a separate rate of \$14 on all rateable land in the council's area in the catchment area of the Board, based on a fixed levy of the same amount on all rateable land.

*Payment of Rates*

Notice is hereby given that the council at its meeting held on 14 July 2004, resolved that pursuant to section 181 (1) (a) of the Local Government Act 1999, the council declares that the rates and charges payable in respect of the 2004-2005 financial year, are payable in four instalments due on:

- 1 September 2004
- 1 December 2004
- 1 March 2005
- 1 June 2005

R. J. HARKNESS, Chief Executive Officer

DISTRICT COUNCIL OF TUMBY BAY

*Adoption of Valuation*

NOTICE is hereby given that the District Council of Tumby Bay in accordance with section 167 (2) (a) of the Local Government Act 1999, at a meeting held on 20 July 2004, adopted for the year ending 30 June 2005, the site valuations made by the Valuer-General in relation to the area of council and hereby specifies 10 July 2004 as the day from which such valuation shall become and be the valuation of the council. The total site value valuations being \$250 281 440.

*Declaration of Rates*

*General Rate*

1. That the council for the District Council of Tumby Bay exercising the powers under section 152 (1) (c) of the Local Government Act 1999, hereby declares that the general rate will be a rate that consists of two components as follows:

- (i) one being based on the value of the land subject to the rate; and
- (ii) the other being a fixed charge.

*Differential General Rate*

That the council for the District Council of Tumby Bay exercising the powers under sections 153 and 156 (1) (b) of the Local Government Act 1999, hereby declares a Differential General Rate according to the locality of the land as follows:

- 0.782886 cents in the dollar for land within the defined townships of Tumby Bay, Port Neill, Lipson and Ungarra except for the Commercial Bulk Handling Zone within the Ungarra Township.

- 10.40000 cents in the dollar for land within the Commercial Bulk Handling Zone as defined in the council's Development Plan in the Ungarra Township, Hundreds of Hutchison and Dixon.
- 0.494957 cents in the dollar for all other land within the council area.

*Fixed Charge*

That the council for the District Council of Tumby Bay exercising the powers under section 152 of the Local Government Act 1999, hereby declares a fixed charge of \$270 to apply to all rateable land in the council area.

*Separate Rate*

2. That the council for the District Council of Tumby Bay exercising the powers under section 154 of the Local Government Act 1999, hereby declares a separate rate on rateable land in the following areas and for the purposes outlined:

- (a) Contribution to Port Neill Soldiers' Memorial Hall Incorporated:
  - Port Neill Township—0.023751 cents in the dollar;
  - Hundred of Dixon—0.009675 cents in the dollar.
- (b) Contribution to Tumby Bay Oval Committee for Oval Maintenance:
  - Tumby Bay Township—0.008062 cents in the dollar;
  - Hundreds of Hutchison and Louth—0.002557 cents in the dollar.

*EP Water Levy*

3. That pursuant to sections 135 and 138 of the Water Resources Act 1997 and section 154 of the Local Government Act 1999, the following separate rate be declared on all rateable land in the council area in order to reimburse the council the amount contributed to the Eyre Peninsula Catchment Water Management Board for the year ending 30 June 2005—\$32.10 per assessment.

*Tumby Bay STEDS Service Charge*

4. That pursuant to the provision of section 155 of the Local Government Act 1999, there be declared a service charge for the Tumby Bay Common Effluent Drainage Scheme of \$265 per unit (as defined by Local Government Bulletin No. 114) for the year ending 30 June 2005.

*Instalment Payment Dates*

5. That pursuant to the provisions of section 181 of the Local Government Act 1999, council declares that all rates for the 2004-2005 financial year fall due in four equal or approximately equal instalments on 10 September 2004, 10 December 2004, 11 March 2005 and 10 June 2005.

E. A. ROBERTS, District Clerk

WAKEFIELD REGIONAL COUNCIL

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that Wakefield Regional Council, at its meeting held on 14 July 2004, in exercise of the powers contained in Chapter 10 of the Local Government Act 1999, resolved as follows:

*Adoption of Valuation*

Pursuant to section 167 of the Act, adopted for the year ending 30 June 2005, the most recent valuation made by the Valuer-General of capital value in relation to the area of the council, that being the valuation listing of 25 June 2004, showing a total assessment for the district of \$947 810 760.

*Declaration of Rates*

Pursuant to section 153 of the Act, declared differential general rates on property within its area for the financial year ending 30 June 2005, based on land use as follows:

- 0.345 cents in the dollar on rateable land of Category 1 (Residential) and Category 9 (Other) use;
- 0.5175 cents in the dollar on rateable land of Category 2 (Commercial—Shop), Category 3 (Commercial—Office), Category 4 (Commercial—Other), Category 5 (Industry—Light) and Category 6 (Industry—Other) use;

- 0.276 cents in the dollar on rateable land of Category 7 (Primary Production) use; and
- 1.725 cents in the dollar on rateable land of Category 8 (Vacant) use.

#### *Fixed Charge*

Pursuant to section 151 of the Act, declared a fixed charge of \$150 on each piece of rateable property within its area for the financial year ending 30 June 2005.

#### *Rebates—Rate Relief*

Pursuant to section 166 (1) (l) of the Act, granted rebates to provide relief against what would otherwise amount to a substantial change in rates payable by individual ratepayers due to changes in the structure of council's rating system or changes in valuation, to the extent that the general rate payable on each assessment shall not incur an increase of greater than 20% on the previous year's (2003-2004) general rate amount so payable, except where an increase is the result of changes in rebates or concessions or valuation increases as a result of new building work or development activity.

#### *Service Charges*

Pursuant to section 155 of the Act, declared Septic Tank Effluent Disposal Scheme service charges for the year ending 30 June 2005, as follows:

- Balaklava, Port Wakefield and Snowtown—occupied unit \$104, unoccupied unit \$84;
- Blyth—occupied unit \$160, unoccupied unit \$130; and
- Hamley Bridge—occupied unit \$123, unoccupied unit \$106;

and declared a Waste Collection service charge for the year ending 30 June 2005 of \$101.25 for each serviced property.

#### *Payment of Rates*

Pursuant to section 181 of the Act, determined that all rates imposed in respect of the year ending 30 June 2005 will fall due in four instalments and that the instalments will fall due on Friday, 10 September 2004, Friday, 10 December 2004, Friday, 11 March 2005 and Friday, 10 June 2005.

P. BARRY, Chief Executive Officer

### DISTRICT COUNCIL OF YANKALILLA

#### *Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that the District Council of Yankalilla at its meeting held on 15 July 2004, passed the following resolutions:

#### *Adoption of Valuation*

That the District Council of Yankalilla, pursuant to section 167 of the Local Government Act 1999, adopts the most recent capital valuation of the Valuer-General that is to apply to the area for rating purposes for the 2004-2005 financial year, being a capital valuation totalling \$1 020 586 760 comprising \$980 827 980 for rateable land and \$39 758 780 for non-rateable land.

#### *Adoption of Budget*

That the District Council of Yankalilla adopts a budget for the year ending 30 June 2005 comprising of:

- total budgeted expenditure of \$8 094 566;
- total budgeted revenue, excluding rates of \$3 899 623;
- total revenue to be raised from rates of \$4 185 470.

#### *Declaration of Rates*

The District Council of Yankalilla in exercise of the powers contained in Chapter 10 of the Local Government Act 1999, declares rates as follows:

- differential general rates to be declared for the year ending 30 June 2005 on the capital valuation of all rateable property within the area of the council and the said differential general rates are to vary by reference to the locality in which the rateable property is situated;
- for the purposes of section 156 of the said Act, council hereby resolves that the locality differentiating factor

for the basis of differential general rates shall be according to the zone in which the land is situated and in this context zone means a zone defined as a zone by or under the Development Act 1993; and

- the said differential general rates shall be and are hereby declared as follows:
  - in respect of such rateable property which is located within the Residential, Commercial, Town Centre, Cape Jervis Port, Rural Living, Coastal, Country Township, Tourist Accommodation, Wirrina Cove, Historic (Conservation) Rapid Bay, Extractive Industry and Historic (Conservation) Randalsea zones a differential general rate of 0.444 cents in the dollar on the capital valuation of such rateable property; and
  - in respect of such rateable property which is located in all other zones within the area of the District Council of Yankalilla a differential general rate of 0.3775 cents in the dollar on the capital valuation of such rateable property;
- in respect of the 2004-2005 financial year and pursuant to section 158 of the Local Government Act 1999, the council hereby fixes the sum of \$485 as the minimum amount payable by way of rates in respect of rateable land within the area.

#### *Declaration of Service Charges*

Pursuant to the provisions of section 155 of the Local Government Act 1999, the District Council of Yankalilla declares the following service charges for septic tank effluent disposal for the year ending 30 June 2005:

- in respect of all occupied properties serviced by the Yankalilla-Normanville, Links Lady Bay, Beachside Caravan Park and Lady Bay Shores STEDS, a service charge of \$295 per unit;
- in respect of each vacant allotment within Yankalilla-Normanville, Links Lady Bay, Beachside Caravan Park and Lady Bay Shores STEDS to which land STEDS is available, a service charge of \$240;
- in respect of all occupied properties serviced by STEDS within the Carrickalinga Sands subdivision, a service charge of \$295 per unit;
- in respect of each vacant allotment within the Carrickalinga Sands subdivision to which land STEDS is available, a service charge of \$240;
- in respect of all occupied properties serviced by STEDS at Second Valley, a service charge of \$150;
- in respect of each vacant allotment at Second Valley to which land STEDS is available, a service charge of \$120;
- in respect of all occupied properties at Myponga Beach serviced by a sewage system a service charge of \$250 per unit;
- in respect of each vacant allotment at Myponga Beach to which a sewerage system is available, a service charge of \$180.

#### *Declaration of Water Catchment Levy*

Pursuant to section 135 of the Water Resources Act 1997 and the Local Government Act 1999, the District Council of Yankalilla in respect of the financial year ending 30 June 2005, declares a catchment environment levy of 0.0147 cents in the dollar on capital value of rateable land situated within the Onkaparinga Catchment Management Board area within the District Council of Yankalilla.

#### *Payment of Rates*

Pursuant to section 181 of the Local Government Act 1999, all rates will be payable by four equal or approximately equal instalments falling due on 7 September 2004, 1 December 2004, 1 March 2005 and 1 June 2005.

#### *Rating Policy*

Council's rating policy, which provides in detail the process undertaken by council in setting its rates and charges for the 2004-2005 financial year is available for inspection at the Council office during office hours.

R. D. SWEETMAN, Chief Executive Officer

## DISTRICT COUNCIL OF YORKE PENINSULA

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that at a meeting of council held on 21 July 2004, it was resolved that in exercise of the powers contained in Chapter 10 of the Local Government Act 1999 (the 'Act'), and in respect of the financial year ending 30 June 2005:

*Adoption of Budget and Annual Statement*

1. That the budget for that year as laid before the council at this meeting, which consists of:

- (a) a budgeted operating statement;
- (b) a budgeted statement of financial position;
- (c) a budgeted statement of changes in equity;
- (d) a budgeted statement of cash flows; and
- (e) a statement reconciling expected cash and non-cash revenues and expenses which provides the basis for determining the rates to be imposed by the council for that year,

be adopted, such budget involving an amount of \$7 471 764 to be raised from the general rate.

*Adoption of Valuation*

2. That the most recent valuation of the Valuer-General available to the council of the capital value of land within the council's area, be adopted for rating purposes for the year, totalling \$2 871 683 160, comprising \$83 132 429 in respect of non-rateable land and \$2 788 550 731 in respect of rateable land.

*Determination of Basis for Differential Rates*

3. That this council, pursuant to section 156 (1) (d) of the Act, determines that the basis for differential rates on land within its area shall be as follows:

- (a) there shall be differentiation according to the use to which land is being put, in accordance with Regulation 10 of the Local Government (General) Regulations 1999;
- (b) there shall be differentiation according to whether land is within the previous council area of the District Council of Warooka, such area as existing immediately prior to the coming into existence of the District Council of Yorke Peninsula.

*Attribution of Land Uses*

4. (1) The numbers indicated against the various categories of land use prescribed by Regulation 10 of the Local Government (General) Regulations 1999 (the 'Regulations') be used to designate land uses in the Assessment Book.

(2) The use indicated by those numbers in respect of each separate assessment of land described in the Assessment Book on this date (as laid before the council) be attributed to each such assessment respectively.

(3) Reference in this resolution to land being of a certain category use means the use indicated by that category number in the Regulations.

*Declaration of General Rates*

5. That in order to raise the amount in paragraph 1 above differential general rates are declared on rateable land as follows:

- (1) on rateable land of Category 7 use (Primary Production) in the area of the council, a rate of 0.152 cents in the dollar of the capital value of such land; and
- (2) on rateable land of Category 8 use (Vacant Land) in the area of the council, a rate of 0.276 cents in the dollar of the capital value of such land;
- (3) (a) on rateable land of Category 9 use (a use 'Other' than Categories 1 to 8 use) in the area of the previous District Council of Warooka, a rate of 0.276 cents in the dollar of the capital value of such land;
- (b) on all other rateable land of Category 9 use (a use 'Other' than Categories 1 to 8 use) in the area of

the council, a rate of 0.215 cents in the dollar of the capital value of such land;

- (4) on all other rateable land within the council area, a rate of 0.215 cents in the dollar of the capital value of such land;

- (5) pursuant to section 152 of the Act a fixed charge component of the general rate of \$220 be imposed.

*Service Charges*

6. That pursuant to section 155 of the Act, service charges be imposed as follows on each assessment of rateable and non-rateable land in the following areas:

- (1) to which land the council makes available a septic tank effluent disposal service:

	Per Unit \$
Ardrossan township area	\$
• occupied land.....	145
• vacant land.....	90
Maitland township area	
• occupied land.....	145
Tiddy Widdy Beach area	
• occupied land.....	105
Black Point area	
• occupied land.....	105
• vacant land.....	75
Yorke town area	
• occupied land.....	235
• vacant land.....	180
Sultana Point area	
• all land.....	195
Rogues Point area	
• all land.....	235

('unit' being as set out in the document entitled 'Guidelines for Establishing Property Units Related to Service Charges for Septic Tank Effluent Disposal Schemes' issued by the Local Government Association of South Australia, dated January 1999) being representative of the level of usage of the service, and that in recognition of the additional costs incurred by the property owners of assessment numbers 200634, 200642, 200659, 200667, 200683, 200691, 202226, 202234 and 202242 due to the requirement to install and maintain a pumping facility and/or due to the provision of an Advanced Wastewater Treatment System a grant of 50% of the septic tank effluent disposal service charge payable be provided;

- (2) to which land the council makes available a sewer disposal service:

	Per Unit \$
Bluff Beach area .....	235
Chinaman Wells area .....	235
Hardwicke Bay area.....	235
Port Vincent Marina area	
• occupied land.....	235
• vacant land .....	180

- (3) to which land the Council makes available a water supply service:

	Per Unit \$
Black Point area .....	50
Balgowan area .....	310
Hardwicke Bay area.....	320

*Payment*

7. (1) All rates (general and separate) be payable in four equal or approximately equal instalments payable in the months of September and December 2004, and March and June 2005, (unless otherwise agreed with the principal ratepayer) and that the Chief Executive Officer be delegated authority to fix the dates by which rates must be paid.

(2) Pursuant to section 44 of the Act, the Chief Executive Officer is delegated the power in section 181 (5) of the Act to enter into agreements with ratepayers relating to the payment of rates in any case of hardship or financial difficulty.

*Adoption of Rating Policy*

8. That pursuant to section 171 of the Act, the Rating Policy for that year as laid before the council at this meeting be adopted.

S. GRIFFITHS, Chief Executive Officer

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

*Crinnion, Ena*, late of Pridham Boulevard, Aldinga Beach, retired house keeper, who died on 10 June 2004.

*Dahms, Elfriede Margarete*, late of 6 Mumford Avenue, St Agnes, of no occupation, who died on 12 May 2004.

*Davenport, John*, late of 39 Bayly Street, Hendon, retired storeman, who died on 16 June 2004.

*Gough, Hilda Ivy*, late of 47 Glen Osmond Road, Eastwood, of no occupation, who died on 4 June 2004.

*Jeffries, Isabella Margaret*, late of 20 Alpha Road, Prospect, of no occupation, who died on 6 May 2004.

*Molineux, Marjorie*, late of 550 Portrush Road, Glen Osmond, of no occupation, who died on 19 May 2004.

*Murt, Iris*, late of 1 Jones Street, Nailsworth, home duties, who died on 8 May 2004.

*Rothe, Gerhard Gunther*, late of 46 Commercial Street, Burra, of no occupation, who died on 2 June 2004.

*Trowbridge, Rita Valmay*, late of 12 Melville Road, Salisbury East, home duties, who died on 31 May 2004.

*Wilmshurst, Jessamine Lilian*, late of 15 Rosemary Street, Woodville West, widow, who died on 6 May 2004.

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 27 August 2004, 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 29 July 2004.

C. J. O'LOUGHLIN, Public Trustee

IN the matter of the estate of the undermentioned deceased person:

*Muster, Hazel Alice*, late of 43A Walker Avenue, Mannum, widow, who died on 20 February 2004.

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 above estate are directed to send full particulars and evidence of such claims to the undersigned, on or before 27 August 2004, 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 above estate are required to pay the amount of their debt to the undersigned or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estate are forthwith to deliver the same to the undersigned.

Dated 29 July 2004.

ANZ EXECUTORS & TRUSTEE COMPANY LIMITED,  
(ACN 006 132 332), 530 Collins Street,  
Melbourne, Vic. 3000

## UNCLAIMED MONEYS ACT 1891

*Register of Unclaimed Moneys held by Brock Real Estate as at 27 July 2004*

Name of Owner	Total Amount Due \$	Cheque No.	Date Amount Became Payable
Alliance Locksmiths.....	115.00	26821	9.3.95
D. Thornquest.....	18.90	27259	25.5.95
Sage The Sweep.....	45.00	27419	15.6.95
Michael and Anthea Poleos.....	7.11	27713	31.7.95
John Steiner.....	335.37	27982	13.9.95
Michael and Anthea Poleos.....	3.66	28119	29.9.95
David Low.....	60.70	31178	13.8.96
J. Evans.....	120.00	31457	17.9.96
All Garage Door Services.....	75.00	33039	—
Dr T. Broom.....	17.23	33904	—
Acorns To Oaks.....	77.00	35298	8.10.97
Adrian Hodgson.....	100.00	35303	3.10.97
Richard and Robyn Fear.....	100.00	36105	21.1.98
Anthony Phelan.....	100.00	36107	21.1.98
Elders Real Estate.....	57.14	36133	27.1.98
Joe Mutsaers.....	161.50	36174	29.1.98
R. N. Shepherd.....	58.00	36309	11.2.98
Joe Mutsaers.....	408.80	36553	17.3.98
J. Henderson and A. Francis.....	100.00	36732	8.4.98
Mr and Mrs B. Wilson.....	56.12	36752	15.4.98
Brian and Caroline Wicks.....	100.00	39067	2.2.99
J. Tamani.....	467.10	39074	16.2.99
L. I. Shang.....	10.26	39843	—
Name unknown.....	128.50	39999	—
Robert Mitchell.....	58.84	42847	—
Kieran and Tania Farrelly.....	68.92	44591	—
Serguer Rossomakhine.....	11.58	45743	—
Alice Koch.....	86.00	47137	—
Strata Corp 00735.....	115.00	47404	20.2.01
S. Tonkin.....	55.00	49386	—
Flagstaff Carpet Cleaning.....	50.00	50472	11.4.02
Name unknown.....	29.78	51925	—
Name unknown.....	4.00	52424	—
Name unknown.....	7.00	52498	—
	<u>\$3 208.51</u>		

*Unallocated Deposits Received as at 27 July 2004*

Date Received	Total Amount Due \$
17.6.03	54.00
26.9.03	210.00
15.12.03	450.00
13.1.04	120.00

# 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** 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 (electronically, fax or hard copy) is 4 p.m. on Tuesday preceding the day of publication. Phone 8207 1045—Fax 8207 1040.**

**Email: [governmentgazette@saugov.sa.gov.au](mailto:governmentgazette@saugov.sa.gov.au)**