



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 1 MARCH 2012

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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@dpc.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

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Education and Early Childhood Services Registration and Standards Board of South Australia, pursuant to the provisions of the Education and Early Childhood Services (Registration and Standards) Act 2011:

Member: (from 1 March 2012 until 28 February 2014)

Neville Tom Highett
Kathryn Anne Jordan
Susan Krieg
Amanda Lucy Wilson
Dale Marvyne Wasley
Robyn Lee Buckler

Member: (from 1 March 2012 until 28 February 2015)

Peter Cedric Chislett
Garry Raymond Le Duff
Lynda Maria Secombe
Paul Sharkey
Helen Fay O'Brien
Judith Mary Atkinson
Kaye Marie Colmer

Deputy Member: (from 1 March 2012 until 28 February 2014)

Barry John Kahl (Deputy to Highett)
Cheryl Sylvia Bauer (Deputy to Le Duff)
Nicholas William Hately (Deputy to Secombe)
Vincent Damien Thomas (Deputy to Sharkey)
Georgina Smith (Deputy to O'Brien)
Anne Kibble (Deputy to Chislett)
Janet Susan Harris (Deputy to Jordan)
Merrilyn Joyce Hannaford (Deputy to Atkinson)
Marcia Kay Thomas (Deputy to Colmer)
Victoria Whittington (Deputy to Krieg)
Gordon Andrew Baker (Deputy to Wasley)
Vivienne Kaye St John Robb (Deputy to Buckler)

Presiding Member: (from 1 March 2012 until 28 February 2014)

Neville Tom Highett

Deputy Presiding Member: (from 1 March 2012 until 28 February 2014)

Kaye Marie Colmer

By command,

JAY WILSON WEATHERILL, Premier

MECD12/009-CS

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Urban Renewal Authority Board of Management, pursuant to the provisions of the Housing and Urban Development (Administrative Arrangements) (Urban Renewal Authority) Regulations 2012:

Member: (from 1 March 2012 until 30 June 2012)

Mike Terlet
Jennifer Westacott
Rod Hook
Judith Carr
Theo Maras
Alice Clark

Presiding Member: (from 1 March 2012 until 30 June 2012)

Mike Terlet

By command,

JAY WILSON WEATHERILL, Premier

MFI/12/002

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has been pleased to appoint the Honourable John Robert Rau, MP, Deputy Premier, Attorney-General, Minister for Planning and Minister for

Business Services and Consumers to be also Acting Minister for Manufacturing, Innovation and Trade, Acting Minister for Mineral Resources and Energy and Acting Minister for Small Business for the period from 2 March 2012 to 11 March 2012 inclusive, during the absence of the Honourable Tom Koutsantonis, MP.

By command,

JAY WILSON WEATHERILL, Premier

MRD12/002SC

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has removed Ian Simpson Darbyshire from the position of Chief Executive Officer of the South Australian Tourism Commission, effective from 1 March 2012, pursuant to Section 8 to the South Australian Tourism Commission Act 1993 and Section 36 of the Acts Interpretation Act 1915.

By command,

JAY WILSON WEATHERILL, Premier

12MTOUR0002CS

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has been pleased to appoint Melinda Jane Jeffreys to the position of Chief Executive Officer, South Australian Tourism Commission, for a term of one year commencing on 1 March 2012 and expiring on 28 February 2013, pursuant to Section 8 of the South Australian Tourism Commission Act 1993.

By command,

JAY WILSON WEATHERILL, Premier

12MTOUR0002CS

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has been pleased to appoint Melinda Jane Jeffreys as the Chair of the South Australian Tourism Commission Board for a term of one year commencing on 1 March 2012 and expiring on 28 February 2013, pursuant to Section 9 of the South Australian Tourism Commission Act 1993.

By command,

JAY WILSON WEATHERILL, Premier

12MTOUR0002CS

Department of the Premier and Cabinet
Adelaide, 1 March 2012

HIS Excellency the Governor in Executive Council has been pleased to appoint the people listed as Justices of the Peace for South Australia for a period of ten years commencing from 1 March 2012 and expiring on 28 February 2022, it being a condition of appointment that the Justices of the Peace must take the oaths required of a Justice under the Oaths Act 1936 and return the oaths form to the Justice of the Peace Services within 3 months of the date of appointment, pursuant to Section 4 of the Justices of the Peace Act 2005:

Ralph Anthony Anderson
Phillip John Armanas
Heather June Banham
Susan Leanne Bourne
Alfred Bernard Boyle
Nerida Elizabeth Bright
Conrad Francis Cabral
Melissa Jane Chambers
Ellen Lesley Charlton
Todd Jeffrey Conklin
Robert William Alexander Crabtree
Sylvia Joan Dolphin
Jennifer Anne Dowling

Jennifer Leanne Duchatenier
 Lesley Helen Fischer
 Kimberlee Jane Francis
 Vicki Louise Hanna
 Steven John Hassen
 Catherine Mary Higgins
 Glenys Fay Kandelaars
 Aimee Christel Klever
 Kenneth Reginald Langshaw
 Simon Andrew McKeough
 Nurmuhhammad Majid
 Angelina Iris Mayger
 Paul Joseph Mazzachi
 David Walter Milligan
 Elizabeth-Anne Moreton
 Christopher Wayne Murphy
 Mary-Renee Nawar
 Ken D. Noakes
 Donald William Pegler
 Travis Michael Rogers
 Christiane Simone Rothauser
 Steven Bruce Salter
 David Ian Schultz
 Derek Russell Schutz
 Leith Adam Semmens
 Andrew Paul Shaw
 Michael John Smith
 Richard August Stumpf
 Swamy Subash
 Grant Lee Thomas
 Les Walker
 Catherine Margaret Walsh
 Yvonne Cecelia Watkinson
 Cynthia Dawn White
 Nichola Helen Wight
 Naomi Irene Will
 Geordie William Wright

By command,

JAY WILSON WEATHERILL, Premier

JP11/038CS

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that pursuant to Section 45 of the Building Work Contractors Act 1995, I, Anne Gale, Deputy Commissioner, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

SCHEDULE 1

Nationbuild Pty Ltd (BLD 224566).

SCHEDULE 2

Construction of a new fence at the property that is the family residence of Vicky Vasiliki Hancock and Mark Andrew Hancock (a director of Nationbuild Pty Ltd), on land situated at 12 Norman Terrace, Forestville, S.A. 5035 (Allotment 19 in Deposited Plan 1635 in the area named Forestville, Hundred of Adelaide (Certificate of Title, Volume 5157, Folio 534)).

SCHEDULE 3

1. This exemption is limited to the domestic building work personally performed by the licensee in relation to a new fence that is to be constructed at the property that is the family residence of Vicky Vasiliki Hancock and Mark Andrew Hancock (a director of Nationbuild Pty Ltd), on land situated at 12 Norman Terrace, Forestville, S.A. 5035 (Allotment 19 in Deposited Plan 1635 in the area named Forestville, Hundred of Adelaide (Certificate of Title, Volume 5157, Folio 534)).

2. This exemption does not apply to any domestic building work the licensee sub-contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.

3. That the Vicky Vasiliki Hancock and Mark Andrew Hancock (a director of Nationbuild Pty Ltd) do not transfer their interests in

the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of the Commissioner for Consumer Affairs. Before giving such authorisation, the Commissioner for Consumer Affairs may require the licensee to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:

- providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period from the date of completion of the building work the subject of this exemption;
- providing evidence of an independent expert inspection of the building work the subject of this exemption;
- making an independent expert report available to prospective purchasers of the property; and
- giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated 21 February 2012.

A. GALE, Deputy Commissioner, Delegate for the Commissioner for Consumer Affairs,
 Delegate for the Minister for Business Services and Consumers

Ref.: 12MCA0005 & CBS 610/12-00001

DEVELOPMENT ACT 1993, SECTION 28 (5): DECLARATION OF CESSATION OF INTERIM OPERATION FOR THE FLINDERS RANGES—HERITAGE DEVELOPMENT PLAN AMENDMENT

Preamble

1. On 24 February 2011, the Minister, for Urban Development and Planning, under Section 28 (1) of the Development Act 1993, declared The Flinders Ranges—Heritage Development Plan Amendment as an amendment to come into operation without delay on 24 February 2011.

2. The Heritage Development Plan Amendment has not been approved by the Minister for Planning under Section 25 (19) (a) of the Development Act 1993 within the required 12 months period.

NOTICE

PURSUANT to Section 28 (4) (c) of the Development Act 1993, The Flinders Ranges—Heritage Development Plan Amendment ceases to operate on 25 February 2012, under the Interim Operation Order dated 24 February 2011, proclaimed by the Minister for Urban Development and Planning.

From 25 February 2012 (the date of cessation), The Flinders Ranges—Heritage Development Plan Amendment ceases to apply to The Flinders Ranges Development Plan.

Dated 25 February 2012.

JOHN RAU, Deputy Premier, Minister for Planning

DEVELOPMENT ACT 1993

AMENDING A NOTICE

Bowden Urban Village and Environs (Interim Policy) Development Plan Amendment—Prepared by the Minister for Planning

NOTICE is hereby given that the public meeting scheduled for 7 p.m. on Tuesday, 6 March 2012 at the Mercure Grosvenor Hotel (James Alexander Room), 125 North Terrace, Adelaide, is rescheduled as follows:

- 9 a.m. on Wednesday, 21 March 2012 at the office of the Department of Planning, Transport and Infrastructure (Conference Room 6.2) 136 North Terrace, Adelaide.

If you would like more information about the scheduled public meeting please contact Steven Copus, Department of Planning, Transport and Infrastructure on (08) 8303 0659 or the Secretary, Development Policy Advisory Committee on (08) 8303 0668.

JOHN RAU, Deputy Premier, Minister for Planning

DEVELOPMENT ACT 1993: SECTION 46 (1)

Preamble

Subsection (1) of Section 46 of the Development Act 1993, allows the Minister for Planning to apply that section to a specified kind of development or project if the Minister is of the opinion that a declaration under that section is appropriate or necessary for the proper assessment of development or a project of major environmental, social or economic importance.

NOTICE

PURSUANT to Section 46 (1) of the Development Act 1993, being of the opinion that a declaration under Section 46 of the Act, is appropriate for the proper assessment of development of major environmental, social and economic importance, I declare that Section 46 of the Act applies to any development of a kind specified in Schedule 1.

SCHEDULE 1

Specified Kinds of Development

Development directly associated with the establishment and operation of a deep water port facility, including any or all of the following elements:

- (a) all activities and works associated with the construction and operation of a port terminal, mineral storage and unloading facility, associated infrastructure including a rail spur to the existing Port Augusta to Whyalla line, in that part of the State specified in Schedule 2 at a site at Port Bonython located approximately 15 km north-east of Whyalla on the Eyre Peninsula, including:
 - (i) iron ore storage facilities (including buildings or structures);
 - (ii) ore unloading facilities;
 - (iii) a rail line connecting storage facilities to existing rail line;
 - (iv) ancillary amenities and infrastructure required to support the proposed iron ore receipt, storage and export operation;
 - (v) a new jetty structure accessing 20 m water depth;
 - (vi) ship loading wharves (for Cape size vessels); and
 - (vi) conveying and ship loading equipment;
- (b) any change in the use of land associated with any development within the ambit of paragraph (a);
- (c) the undertaking of works for the purposes of, or otherwise related to; railway lines, roads, parking, stormwater, water supply, power supply, telecommunications and effluent treatment in connection with the development;
- (d) any associated excavation or filling, or the excavation and filling, of any land, or the formation of land for allotments;
- (e) the division of land associated with the development; and
- (f) any related or ancillary development associated with development within the ambit of preceding paragraphs.

SCHEDULE 2

Specified Part of the State

The following part of the State is specified for the purposes of Schedule 1:

Pieces 4 and 6 in Deposited Plan 29397, (being portion of proposed Allotment 69 and piece 70 in un-approved Deposited Plan 85851); Sections 242, 244 and 248 Hundred of Cultana; piece 106 in Deposited Plan 83647; pieces 14 and 15 in Deposited Plan 54184 and approximately 3.5 km into the coastal waters adjoining portion of the said piece 14 in Deposited Plan 54184 (west of Stony Point)—which land is contained in Crown Lease Volume 1395, Folio 50; Crown Record Volume 5786, Folio 668; Crown Record Volume 5641, Folio 978; Certificate of Title Volume 5933, Folio 315; Certificate of Title Volume 6071, Folio 31 and Crown Record Volume 5966, Folio 391.

Dated 21 February 2012.

JOHN RAU, Minister for Planning

ELECTORAL ACT 1985

House of Assembly Results of the By-election for the District of Port Adelaide

A WRIT for the election of a member of the House of Assembly District of Port Adelaide was issued on Wednesday, 4 January 2012. Polling took place on Saturday, 11 February 2012 and the Writ was returned on Thursday, 23 February 2012.

Results of the election are as follows:

District: Port Adelaide
Elected Candidate: CLOSE, Susan
Affiliation: ALP
Swing-to-lose %: 3.0%

Pursuant to Section 96 (11) of the Electoral Act 1985, the following are the votes attributed to the two unexcluded candidates in the by-election for the District of Port Adelaide:

Final Votes after Distribution of Preferences of Excluded Candidates

Candidate	Number	Percentage	Affiliation
Close, Susan (elected)	10 277	52.9%	ALP
Johanson, Gary	9 133	47.1%	Independent
K. MOUSLEY, Electoral Commissioner			
ECSA 136/11			

ELECTORAL ACT 1985

House of Assembly Results of the By-election for the District of Ramsay

A WRIT for the election of a member of the House of Assembly District of Ramsay was issued on Friday, 13 January 2012. Polling took place on Saturday, 11 February 2012 and the Writ was returned on Thursday, 23 February 2012.

Results of the election are as follows:

District: Ramsay
Elected Candidate: BETTISON, Zoe
Affiliation: ALP
Swing-to-lose %: 16.8%

Pursuant to Section 96 (11) of the Electoral Act 1985, the following are the votes attributed to the two unexcluded candidates in the by-election for the District of Ramsay:

Final Votes after Distribution of Preferences of Excluded Candidates

Candidate	Number	Percentage	Affiliation
Bettison, Zoe (elected)	10 795	66.7%	ALP
Aldridge, Mark	5 394	33.3%	Independent
K. MOUSLEY, Electoral Commissioner			
ECSA 136/11			

ESSENTIAL SERVICES COMMISSION ACT 2002

Price Determination

NOTICE is hereby given that:

1. On 8 February 2012, the Essential Services Commission made a decision to vary the Electricity Transmission Code, an industry code made by the Commission under Part 4 of the Essential Services Commission Act 2002.

2. The effect of the variation is to reflect the Australian Energy Regulator (AER) revenue cap determination to apply to the electricity transmission industry, a regulated industry under the Electricity Act 1996.

3. The Electricity Transmission Code as varied (TC/07) takes effect on and from Friday, 1 July 2013.

4. Copies of the Electricity Transmission Code (TC/07) and the Commission's Final Decision setting out the reasons for the variation may be inspected or obtained from the Essential Services Commission, 8th Floor, 50 Pirie Street, Adelaide and are also available at www.escosa.sa.gov.au.

5. Queries in relation to the Electricity Transmission Code may be directed to the Essential Services Commission, 8th Floor, 50 Pirie Street, Adelaide. Telephone (08) 8463 4444, Freecall 1800 633 592 or email escosa@escosa.sa.gov.au.

Execution

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

Dated 21 February 2012.

P. WALSH, Chairperson, Essential Services Commission

FIREARMS ACT 1977

Recognised Paint-Ball Operators

PURSUANT to the Firearms Act 1977, I, the Honourable Jennifer Rankine, the Minister of the Crown to whom the administration of the Firearms Act 1977, is for the time being committed by the Governor, do hereby declare TNT Paintball Pty Ltd, to be a recognised paintball operator pursuant to Section 21D of the Firearms Act 1977.

Dated 16 February 2011.

JENNIFER RANKINE, Minister for Police

FISHERIES MANAGEMENT ACT 2007: SECTION 115

TAKE notice that pursuant to Section 115 of the Fisheries Management Act 2007, Andrew Fox of Dangerous Reef Pty Ltd, 73 Ninth Avenue, Joslin, S.A. 5070, (the 'exemption holder') or his agents are exempt from Section 71 (2) of the Fisheries Management Act 2007 and Regulation 23 of the Fisheries Management (General) Regulations 2007, but only insofar as the exemption holder shall not be guilty of an offence when using blood, bone, meat, offal or skin of an animal as berley to attract White Sharks (*Carcharodon carcharias*) for the purpose of cage viewing in the waters described in Schedule 1 (the 'exempted activity'), subject to the conditions specified in Schedule 2, from 21 February 2012 until 31 March 2012, or unless this exemption is varied or revoked.

SCHEDULE 1

The waters of the Neptune Island Conservation Park.

SCHEDULE 2

1. The exemption holder or a nominated agent listed below must be on board the boat from which the exempted activity is undertaken. The nominated agents of the exemption holder are Jennifer Taylor, Peter Figl, Rodney Fox, Rachael Robbins, Ian Paterson and Aaron Whittle.

2. All passengers when receiving their instructions at their initial briefing must be provided with a copy of 'Information for Passengers' letter (attached).

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

4. The exemption holder or his agents must take all measures to avoid any berley or fish oil from being dispersed near or over the submerged viewing cages while divers are in the cage.

5. The exemption holders or their agents must not deliberately goad, provoke or encourage a White Shark in an attempt to change its normal behaviour by undertaking the exempted activity (including deliberately attempting to make the White Shark jump out of the water), and must not permit any person to touch a White Shark, unless this activity is required for research purposes.

6. When using bait as an attractant for the shark, the bait must be attached to a length of rope by natural fibre twine of no less than 30cm in length.

7. The exemption holders or his agents must not intentionally feed sharks or reward sharks with food.

8. The exemption holders must notify PIRSA Fishwatch on 1800 065 522 at least two hours prior to conducting the exempted activity and answer a series of questions about the exempted activity. The exemption holders 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. Your Exemption No. 9902522.

9. The exemption holders or their agents must allow an officer of the Department of Environment and Natural Resources (DENR), a Fisheries Officer or another nominated person to be present on board the boat during the exempted activity if requested by the Executive Director, Fisheries and Aquaculture, subject to the availability of space.

10. The exemption holder or his agents must comply with all instructions (including ceasing to berley if so instructed) given by an officer from DENR or a Fisheries Officer.

11. While engaged in the exempted activity, a pennant (approved by DENR) must be flown from the boat so as to be clearly visible.

12. The exemption holders must maintain a log for the period that this exemption notice is valid which includes the following information in relation to each trip on which the exempted activity is undertaken:

- date and location;
- number of passengers;
- number of hours berleying;
- number of sharks observed; and
- any other relevant observations or comments.

A copy of the log must be provided to the Port Lincoln office of DENR within 14 days of the end of each calendar month.

13. While engaged in the exempted activity the exemption holders or their agents must have in their possession a copy of this notice and produce a copy of the notice if required by a Fisheries Officer.

14. The exemption holders or their agents must not contravene or fail to comply with the Fisheries Management Act 2007, or any Regulations made under the Act, except where specifically exempted by this notice.

Dated 21 February 2012.

PROFESSOR M. DOROUDI, Director of Fisheries

FISHERIES MANAGEMENT ACT 2007: SECTION 115

TAKE notice that pursuant to Section 115 of the Fisheries Management Act 2007, Krystina Mossop of the School of Biological Sciences, Monash University Vic. 3800 (the 'exemption holder') or a person acting as her agent, is exempt from the provisions of Section 70 of the Fisheries Management Act 2007 but only insofar as the exemption holder may collect Desert Gobies (*Chlamydogobius eremius*) from the waters described in Schedule 1, using the gear specified in Schedule 2 (the 'exempted activity'), subject to the conditions set out in Schedule 3, from 21 February 2012 until 21 February 2013, unless varied or revoked earlier.

SCHEDULE 1

South Australian inlands waters comprising waterholes at Peake Creek, Margaret Creek, Warriner Creek and Ockenden Spring. GPS coordinates for these sites are listed below:

Location name	Latitude	Longitude
Peake Creek	28°02'06.84"S	135°48'01.18"E
Margaret Creek	29°29'24.20"S	137°02'24.40"E
Warriner Creek	29°08'16.10"S	136°34'09.40"E
Ockenden Spring	27°50'33.02"S	135°44'30.50"E

SCHEDULE 2

- 1 beach seine net (7 m x 2 m, 6 mm mesh);
- 5 mesh traps (60 x 30 x 30 cm, 6 mm mesh); and
- 1 dip net per person (45 cm, 6 mm mesh).

SCHEDULE 3

1. The specimens collected by the exemption holders are for scientific and research purposes only and must not be sold.

2. The exempted activity may only involve the collection of Desert Gobies (*Chlamydogobius eremius*).

3. All native species other than Desert Gobies must be immediately returned to the water. All non-native fish must be destroyed and disposed of appropriately.

4. A maximum of 300 specimens may be retained by the exemption holder pursuant to this notice.

5. Voucher specimens collected pursuant to this notice must be lodged with Monash University Victoria.

6. The exempted activity may be conducted on the exemption holder's behalf by Dr Bob Wong, Ricardo San Martin, Dr Devi Stuart-Fox, Nicholas Deal, Will Sowersby and Robert Mossop.

7. Before conducting the exempted activity, the exemption holder must contact PIRSA Fishwatch on 1800 065 522 and answer a series of questions about the exempted activity. You will need to have a copy of your exemption with you at the time of making the call, and be able to provide information about the area and time of the exempted activity, the vehicles and/or boats involved, the number of agents undertaking the exempted activity and other related issues. Exemption No. 9902523.

8. Within 14 days of each collection of organisms pursuant to this notice, the exemption holder must provide a report in writing to the Executive Director, Fisheries and Aquaculture, (G.P.O. Box 1625, Adelaide, S.A. 5001), giving the following details:

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

9. While engaged in the exempted activity, the exemption holder and her agents must be in possession of a copy of this notice. Such notice must be produced to a Fisheries Officer if requested.

10. The exemption holder must not contravene or fail to comply with the Fisheries Management Act 2007 or any Regulations made under that Act, except where specifically exempted by this notice.

Dated 21 February 2012.

PROFESSOR M. DOROUDI, Director of Fisheries

FISHERIES MANAGEMENT ACT 2007

SECTION 78 (1)

Permit to Possess and/or Control a Noxious Species

PURSUANT to subsection 78 (1) of the Fisheries Management Act 2007, this permit is issued to allow the holder of the permit to be in possession and/or control of aquatic resources of noxious species, subject to the conditions of this permit.

Permit holder:

Dr Marty Deveney
South Australian Research & Development Institute
P.O. Box 120
Henley Beach S.A. 5022

Conditions

1. The permit holder or employees of the Aquatic Sciences arm of the South Australian Research and Development Institute (SARDI) under his direction may only be in control or possession of all listed noxious species (the specified species pursuant to this permit) for the purposes of research. The research carried out under this permit is part of the SARDI Marine Biosecurity Program.

2. The permit is valid until 21 February 2013, unless varied or revoked earlier.

3. All noxious species must be held at SARDI premises at 2 Hamra Avenue, West Beach; North Arm Store, Moorehouse Road, Gillman; MISA Biosecurity Facility, Roseworthy; the Waite Research Precinct, 2B Hartley Grove, Urrbrae; or SAABC Facility, University of Adelaide, Roseworthy Campus.

4. The permit holder or a person acting as an agent must notify PIRSA Fishwatch on 1800 065 522 at least two hours prior to conducting the permitted activity and answer a series of questions about the permitted activity. The permit holder will need to have a copy of the permit notice at the time of making the call and be able to provide information about the area and time of the permitted activity, the vehicles and boats involved, the number of employees undertaking the permitted activity and other related questions. Permit No. 9902524.

5. The permit holder must not release any noxious species into any waters.

6. While engaging in the permitted activity, the permit holder must be in possession of a copy of this permit. It must be produced to a Fisheries Officer if requested.

7. The permit holder must not contravene or fail to comply with the Fisheries Management Act 2007, or any regulations made under that Act, except where specifically permitted by this notice.

Dated 21 February 2012.

PROFESSOR M. DOROUDI, Director of Fisheries

HARBORS AND NAVIGATION ACT 1993

Determination of the State Crewing Committee

THE State Crewing Committee convened on 20 February 2012 and made the following determination, pursuant to Part 6, Section 45 of the Harbors and Navigation Act 1993.

PATRICK CONLON, Minister for Transport

TSA 11095

HARBORS AND NAVIGATION ACT 1993

Determination of the State Crewing Committee in respect of the 'River Lady'

THE following determination is made by the State Crewing Committee pursuant to Part 6, Section 45 of the Harbors and Navigation Act 1993, in respect of the *River Lady*:

Operational Limits

Limit 1—Smooth Waters, journeys of less than 12 hours, up to 40 passengers.

Limit 2—Smooth Waters, journeys of more than 12 hours, up to 16 passengers.

Minimum Crew and Qualifications

Limit 1—Minimum 2 persons—Master and General Purpose Hand (GP).

Limit 2—Minimum 2 persons—Master and General Purpose Hand (GP).

Master is to hold a Master 5 Certificate of Competency.

GP is to be a person, who is at least 16 years of age, is medically fit for the duties employed, holds a certificate for Elements of Shipboard Safety and has at least 3 months experience.

CAPT. W. FERRAO, Presiding Member,
State Crewing Committee

HEALTH CARE ACT 2008

Notice of Amendment

TAKE notice that, pursuant to Section 17 (8) of the Health Care Act 2008 (the Act), I, John David Hill, Minister for Health, make the following variation to the model rules developed by me on 3 June 2008 and amended on 6 June 2008, for unincorporated Health Advisory Councils established under the Act, as follows:

1. Clause 18 and 18.8 of the model rules are removed and are replaced with the following:

18. The Advisory Council will comprise no more than 8 residents of the Community, save for members appointed under a casual vacancy in Clause 15, such members will be appointed by the Advisory Council in the following manner:

18.8 In the event that the number of nominations received is less than the number of vacancies arising at an Annual General Meeting, the Advisory Council may, as the first item of business of the first meeting of the Advisory Council following the Annual General Meeting, appoint persons to fill the vacancies; and the terms of office of the members will commence immediately.

2. The following words are inserted at the beginning of Clause 32 and Clause 58 of the model rules:

Subject to Clause 61A.2.4 of these Rules,

3. Clause 61 of the model rules is removed and replaced with the following:

61. The last item of business on the agenda at each Annual General Meeting shall be the election and appointment of Members of the Advisory Council. No discussion shall take place in relation to this item of business until consideration of, and discussion in relation to, the financial position, the accounts and the activities of the Advisory Council shall have concluded.

- 61A. Where the term of the Presiding Member will expire at the end of the Annual General Meeting, or where the position of Presiding Member is otherwise vacant, the following provisions will apply:

- 61A.1 Immediately following the Annual General Meeting, the Members of the Advisory Council shall conduct a meeting to select one of their number for nomination as the Presiding Member. The Members shall elect one of their number to preside at the meeting. Any Member may propose him or herself for nomination as the Presiding Member. If only one person proposes him or herself, that person will be deemed to have been nominated as the Presiding Member by the Advisory Council.

- 61A.2 If more than one person proposes him or herself for nomination, selection of the Presiding Member nominee will be by secret ballot and the following provisions will apply to the voting:

- 61A.2.1 The persons eligible to vote shall be the Members of the Advisory Council.

- 61A.2.2 Voting will be on a form provided for that purpose at the meeting by the Advisory Council.

- 61A.2.3 The candidate receiving the greatest number of votes cast will be selected as the nominee.

- 61A.2.4 Each Member of the Advisory Council may cast only one vote. Any voting form on which there has been placed more than 1 vote will be rejected by the Returning Officer as informal.

- 61A.2.5 In the event that two or more Members receive the equal highest number of votes cast, then those Members shall immediately draw lots to determine which of them shall be the nominee.

- 61A.3 The name of the nominee will be forwarded within 14 days of the meeting by the Advisory Council for appointment as the Presiding Member by the Minister pursuant to Clause 4 of Schedule 2 to the Act. The Advisory Council may nominate a term of office for the Presiding Member (which shall be no longer than the nominee's term of appointment as a Member). If the Advisory Council does not nominate a term of office, then the Minister shall appoint the Presiding Member for a term that coincides with that person's term as a Member of the Advisory Council.

Dated 22 January 2012.

JOHN HILL, Minister for Health

HEALTH CARE ACT 2008

Notice of Amendment

TAKE notice that, pursuant to Section 17 (8) of the Health Care Act 2008 (the Act), I, John David Hill, Minister for Health, make the following variations to the model constitution gazetted by me on 5 June 2008 and amended on 6 June 2008 for incorporated Health Advisory Councils established under the Act, as follows:

1. Clause 21 and 21.8 of the model constitution are removed and are replaced with the following:

21. The Advisory Council will comprise no more than 8 residents of the Community, save for members appointed under a casual vacancy in clause 18, such members will be appointed by the Advisory Council in the following manner:

- 21.8 In the event that the number of nominations received is less than the number of vacancies arising at an Annual General Meeting, the Advisory Council may, as the first item of business of the first meeting of the Advisory Council following the Annual General Meeting, appoint persons to fill the vacancies; and the terms of office of the members will commence immediately.

2. Clause 6.5 of the model constitution is removed and replaced with the following:

- 6.5 acquire or dispose of personal property of a value, in any one transaction, exceeding twenty five thousand dollars (\$25 000.00), exclusive of GST (if any).

3. The following words are inserted at the beginning of Clause 35 and Clause 66 of the model constitution:

Subject to Clause 68A.2.4 of this Constitution,

4. Clause 68 of the model constitution is removed and replaced with the following:

68. The last item of business on the agenda at each Annual General Meeting shall be the election and appointment of Members of the Advisory Council. No discussion shall take place in relation to this item of business until consideration of, and discussion in relation to, the financial position, the accounts and the activities of the Advisory Council shall have concluded.

- 68A. Where the term of the Presiding Member will expire at the end of the Annual General Meeting, or where the position of Presiding Member is otherwise vacant, the following provisions will apply:

- 68A.1 Immediately following the Annual General Meeting, the Members of the Advisory Council shall conduct a meeting to select one of their number for nomination as the Presiding Member. The Members shall elect one of their number to preside at the meeting. Any Member may propose him or herself for nomination as the Presiding Member. If only one person proposes him or herself, that person will be deemed to have been nominated as the Presiding Member by the Advisory Council.

- 68A.2 If more than one person proposes him or herself for nomination, selection of the Presiding Member nominee will be by secret ballot and the following provisions will apply to the voting:

- 68A.2.1 The persons eligible to vote shall be the Members of the Advisory Council.

- 68A.2.2 Voting will be on a form provided at the meeting for that purpose by the Advisory Council.

- 68A.2.3 The candidate receiving the greatest number of votes cast will be selected as the nominee.

68A.2.4 Each Member of the Advisory Council may cast only 1 vote. Any voting form on which there has been placed more than 1 vote will be rejected by the Returning Officer as informal.

68A.2.5 In the event that two or more Members receive the equal highest number of votes cast, then those Members shall immediately draw lots to determine which of them shall be the nominee.

68A.3 The name of the nominee will be forwarded within 14 days of the meeting by the Advisory Council for appointment as the Presiding Member by the Minister pursuant to Clause 4 of Schedule 2 to the Act. The Advisory Council may nominate a term of office for the Presiding Member (which shall be no longer than the nominee's term of appointment as a Member). If the Advisory Council does not nominate a term of office, then the Minister shall appoint the Presiding Member for a term that coincides with that person's term as a Member of the Advisory Council.

Dated 22 January 2012.

JOHN HILL, Minister for Health

LAND ACQUISITION ACT 1969

(SECTION 16)

Notice of Acquisition

ERRATUM

IN *Government Gazette* No. 12, dated 23 February 2012, on page 831, because of a typographical error all Land Acquisition Act notices had the incorrect Department portfolio for David Thomas. The correct Department portfolio *should* have read:

D. THOMAS, Manager, Transport Property,
Department of Planning, Transport and
Infrastructure

LIVESTOCK ACT 1997, SECTION 37

VARIATION OF NOTICE IN RELATION TO MOVEMENT OF SHEEP WITHIN THE STATE

Notice by the Minister

Preamble

1. On 23 February 2011, the Minister, by notice in the *Gazette* (dated 3 March 2011, page 576), imposed requirements in relation to the movement and sale of sheep.

2. It is necessary to vary the requirements as follows:

NOTICE

PURSUANT to Section 87 of the Livestock Act 1997, I, Gail Gago, Minister for Agriculture, Food and Fisheries, hereby vary the notice referred to in Clause 1 of the Preamble ('the Notice') by:

Replacing the date '31 March 2012' (that is the date from which the Notice shall remain in force) with the date '31 December 2012'.

Dated 24 February 2012.

GAIL GAGO, Minister for Agriculture,
Food and Fisheries

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 Board delegate 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		
40 Coglein Street, Brompton	Allotments 11 and 12 in Deposited Plan 795, Hundred of Yatala	6086 6086	954 955	23.2.67, page 520	200.00
40A Coglein Street, Brompton	Allotments 11 and 12 in Deposited Plan 795, Hundred of Yatala	6086 6086	954 955	23.2.67, page 520	5.00
4 Daly Street, Clare	Allotment 1 in Filed Plan 103338, Hundred of Clare	5130	814	22.12.11, page 5114	203.00
34 Fifth Street, Ardrossan	Allotment 109 in Filed Plan 197480, Hundred of Cunningham	5587	532	14.2.91, page 580	218.00
2 High Street, Gladstone	Allotment 523 in Filed Plan 187845, Hundred of Booyoolie	5730	489	10.8.89, page 552	115.00
Section 2860, Mitchell Street (also known as corner of Lloyd Street, also known as 60 Mitchell Street), Moonta Mines	Section 2860, Hundred of Wallaroo, in the area named Moonta Mines	5141	609	16.5.91, page 1606	130.00
5 Princess Street, Peterborough	Allotment 426 in Deposited Plan 3873, Hundred of Yongala	5715	637	27.10.11, page 4318	90.00
28 Princess Street, Peterborough	Allotment 436 in Deposited Plan 3873, Hundred of Yongala	5967	871	22.12.11, page 5114	87.00
7 Queen Street, Port Pirie (also known as Solomontown)	Allotment 363 in Filed Plan 184445, Hundred of Pirie	5548	617	1.9.11, page 3909	140.00
6 River Drive, Para Hills	Allotment 35 in Deposited Plan 7391, Hundred of Yatala	5596	373	27.10.11, page 4318	200.00
Section 177, Robe Road, Clay Wells (also known as Hundred of Smith 'Native Hill')	Section 177, Hundred Plan 441500, Hundred of Smith	CL 1336	10	26.4.01, page 1664	5.00
Unit 4, 30 Semaphore Road, Semaphore	Unit 4, Strata Plan 1037, Hundred of Port Adelaide	5051	65	22.12.11, page 5114	128.00
8 Stuckey Street, Moonta Bay	Allotment 77 in Deposited Plan 311, Hundred of Wallaroo	5310	12	29.5.97, page 2697	250.00

Dated at Adelaide, 1 March 2012.

R. HULM, Director, Corporate Services, Housing SA

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
735 Back Valley Road	Back Valley	Allotment 1 in Deposited Plan 72838, Hundred of Encounter Bay	5980	963
Unit 4, 4 Carey Street	Magill	Unit 4, Strata Plan 3097, Hundred of Adelaide	5029	247
Lot 200, Clark Road (on corner of Penfield Road)	Virginia	Allotment 200 in Deposited Plan 38943, Hundred of Munno Para	5174	264
Sections 70-72, Government Road	Whyte Yarcowie	Sections 70, 71 and 72, Hundred of Whyte, in the area Whyte Yarcowie	5290	621
1 Grimstead Street	Elizabeth North	Allotment 1 in Primary Community Plan 23869, Hundred of Munno Para	5978	803
18 Hillburn Avenue	Windsor Gardens	Allotment 21 in Deposited Plan 4953, Hundred of Yalata	5665	196
Lot 899, Holly Crescent	Cooper Pedy	Allotment 899, Town of Cooper Pedy, Out of Hundreds (Cooper Pedy)	5496	222
139 Railway Terrace	Peterborough	Allotment 91 in Filed Plan 199491, Hundred of Yongala	5354	740
4 Sampson Road	Elizabeth Grove	Allotment 487 in Deposited Plan 6243, Hundred of Munno Para	5262	559
248 South Road	Hilton	Allotment 100 in Deposited Plan 31766, Hundred of Adelaide	5068	88

Dated at Adelaide, 1 March 2012.

R. HULM, Director, Corporate Services, Housing 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 Board delegate 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	
12 Dolphin Street, Elizabeth East	Allotment 11 in Deposited Plan 42679, Hundred of Munno Para	5284	347	18.3.10, page 1054
71 Midway Road, Elizabeth East	Allotment 1 in Filed Plan 142874, Hundred of Munno Para	5260	458	14.10.10, page 5073
14 Mulna Road, Ingle Farm	Allotment 561 in Deposited Plan 7960, Hundred of Yalata	5549	510	6.12.07, page 4676
77 Robert Street, Moonta	Allotment 414 in Filed Plan 198595, Hundred of Wallaroo	5778	754	25.5.06, page 1384
16 White Terrace, Fulham Gardens	Allotment 5 in Deposited Plan 8497, Hundred of Yalata	5130	983	4.6.09, page 2331
32 Wilkins Road, Elizabeth Downs	Allotment 33 in Deposited Plan 53536, Hundred of Munno Para	5729	346	22.10.09, page 4900

Dated at Adelaide, 1 March 2012.

R. HULM, Director, Corporate Services, Housing SA

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to Section 52 (2) (b) of the Liquor Licensing Act 1997, that Tomfoolery Wines Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 517 Stockwell Road, Light Pass, S.A. 5355 and known as Tomfoolery Wines Pty Ltd.

The application has been set down for hearing on 2 April 2012 at 11 a.m.

Conditions

The following licence conditions are sought:

Sampling is sought in the area outlined in yellow on the lodged plan.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 26 March 2012).

The applicant's address for service is c/o David Watts and Associates, 1 Cator Street, Glenside, S.A. 5065.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 24 February 2012.

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 Caudo Wines Pty Ltd has applied to the Licensing Authority for a Wholesale Liquor Merchant's Licence in respect of premises situated at Section 237 in Hundred of Cadell, S.A. 5321 and known as Caudo Wines Pty Ltd.

The application has been set down for hearing on 3 April 2012 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 27 March 2012).

The applicant's address for service is c/o Zachary Dane Caudo, P.O. Box 1088, Waikerie, S.A. 5330.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 24 February 2012.

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 TT Wine Supplies Pty Ltd has applied to the Licensing Authority for a Direct Sales Licence in respect of the business to be known as TT Wine Supplies Pty Ltd.

The application has been set down for hearing on 2 April 2012 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 26 March 2012).

The applicant's address for service is c/o David Watts and Associates, 1 Cator Street, Glenside, S.A. 5065.

The application and certain documents and material relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 23 February 2012.

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 Andrew Joseph Hill has applied to the Licensing Authority for a Direct Sales Licence in respect of the business to be known as Andrew J. Hill.

The application has been set down for hearing on 29 March 2012 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 22 March 2012).

The applicant's address for service is c/o Andrew Joseph Hill, 49 Collingrove Avenue, Broadview, S.A. 5083.

The application and certain documents and material relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 22 February 2012.

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 Wassail Wine Cafe Pty Ltd has applied to the Licensing Authority for a Restaurant Licence with Section 34 (1) (c) Authorisation and Entertainment Consent in respect of premises situated at 95 Prospect Road, Prospect, S.A. 5082 and known as Wassail.

The application has been set down for hearing on 4 April 2012 at 9.30 a.m.

Conditions

The following licence conditions are sought:

Entertainment Consent is sought for the internal dining area for the following hours:

- Sunday to Thursday: 12 noon to 10 p.m.; and
- Friday to Saturday: 12 noon to midnight.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 28 March 2012).

The applicant's address for service is c/o Tricia Chillingworth, P.O. Box 2018, Prospect, S.A. 5082.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 27 February 2012.

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 Golden Child Wines Pty Ltd has applied to the Licensing Authority for a Direct Sales Licence in respect of the business to be known as Golden Child Wines.

The application has been set down for hearing on 29 March 2012 at 11.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 22 March 2012).

The applicant's address for service is c/o Lesley Sims, 40 South Road, West Hindmarsh, S.A. 5007.

The application and certain documents and material relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 27 February 2012.

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 Lalita Thongngamkam has applied to the Licensing Authority for a Restaurant Licence with Section 34 (1) (c) and Extended Trading Authorisation in respect of premises situated at 28 Morphett Street, Mount Barker, S.A. 5251 and to be known as Lai Thai.

The application has been set down for hearing on 2 April 2012 at 10 a.m.

Conditions

The following licence conditions are sought:

- Approval under Section 34 (1) (c) to sell liquor for consumption on the licensed premises by persons:
 - (a) seated at a table; or
 - (b) attending a function at which food is provided.
- Extended Trading Authorisation is sought for the above-mentioned condition for the following times:

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

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 26 March 2012).

The applicant's address for service is c/o Philip Foreman, 69 Mount Barker Road, Stirling, S.A. 5152.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 22 February 2012.

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 Andoz Pty Ltd has applied to the Licensing Authority for a Direct Sales Licence in respect of business to be known as Andoz Pty Ltd.

The application has been set down for hearing on 28 March 2012 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 21 March 2012).

The applicant's address for service is c/o David Watts and Associates, 1 Cator Street, Glenside, S.A. 5065.

The application and certain documents and material relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 22 February 2012.

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 Andrew and Charlene Holly have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 484 Greenhills Road, Macclesfield, S.A. 5153 and to be known as A & C Holly.

The application has been set down for hearing on 28 March 2012 at 11.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the hearing date (viz: 21 March 2012).

The applicants' address for service is c/o Andrew Holly, P.O. Box 389, Macclesfield, S.A. 5153.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 21 February 2012.

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 Baldcat the Band Pty Ltd and Gusson Pty Ltd have applied to the Licensing Authority for the removal of a Producer's Licence in respect of premises situated at 31 George Street, North Adelaide, S.A. 5006 and to be situated at Lot 3, Section 234, Seppeltsfield Road, Greenock, S.A. 5360 and known as Izway Wines.

The application has been set down for hearing on 2 April 2012 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the hearing date (viz: 26 March 2012).

The applicants' address for service is c/o Kathryn Isbel, P.O. Box 279, Greenock, S.A. 5360.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 21 February 2012.

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 Luckell Pty Ltd has applied to the Licensing Authority for a Special Circumstances Licence in respect of premises situated at Allotment 1, Section 81, Hundred of Bendleby, Orroroo, S.A. 5431 and to be known as Bendleby Ranges.

The application has been set down for hearing on 27 March 2012 at 11.30 a.m.

Conditions

The following licence conditions are sought:

- the licensee shall only trade between the hours of 9 a.m. until 12 p.m., Monday to Sunday, for consumption on the licensed premises;
- the licensee may provide liquor for sampling purposes during the listed trading times;
- there shall be no supply or consumption of liquor on Good Friday or Christmas Day;
- sale of liquor for consumption off the licensed premises shall be limited to the following:
 - wine produced inside of Australia;
 - a range of no more than 12 wines produced in Australia at any one time;
 - there is to be no sale of spirits for off license consumption; and
- consumption of liquor on the licensed premises is to be limited to patrons eating a meal or nibbles.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 20 March 2012).

The applicant's address for service is c/o Jane Luckraft, Allotment 1, Section 81, Hundred of Bendleby, Orroroo, S.A. 5431.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, Chesser House, 3rd Floor, 91-97 Grenfell Street, Adelaide, S.A. 5000. Telephone: 8226 8655. Facsimile: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 21 February 2012.

Applicant

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT)
REGULATIONS 2011

EXEMPTION FROM THE REQUIREMENT FOR A REGIONAL
SUBSIDIARY TO ESTABLISH AN AUDIT COMMITTEE—
FLEURIEU REGIONAL WASTE AUTHORITY

*Notice of Exemption by the Minister for State/Local Government
Relations*

PURSUANT to Regulation 18 of the Local Government (Financial Management) Regulations 2011, I, the Honourable Russell Wortley MLC, Minister for State/Local Government Relations, grant the Fleurieu Regional Waste Authority an exemption from the requirement to establish an audit committee until 31 December 2013.

RUSSELL WORTLEY, Minister for State/Local
Government Relations

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 118 and 119*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from and including 19 January 2012 until 18 April 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009.

The expiry date of PELs 118 and 119 is now determined to be 31 December 2013.

Dated 27 February 2012.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

THE DISTRICT COURT OF SOUTH AUSTRALIA

MOUNT GAMBIER CIRCUIT COURT

Sheriff's Office, Adelaide, 6 March 2012

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

Tuesday, 6 March 2012 at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences.

Juries will be summoned for Tuesday, 6 March 2012 and persons will be tried on this and subsequent days of the sittings.

Prisoners in H.M. Gaol and on Bail for Sentence and for Trial at the Sittings of the Mount Gambier Courthouse, commencing Tuesday, 6 March 2012.

A, W. R.	Persistent sexual exploitation of child	On bail
Anderson, David	Aggravated assault	On bail
Kenneth		
Annam, Rodney	Cultivate a commercial quantity of a controlled plant;	On bail
Richard	traffic in a controlled drug	
Carter, Jason John	Aggravated endanger life; assault causing harm	In gaol
Ferguson, Michael	Traffic in a controlled drug;	On bail
John	cultivate a controlled plant	
Finnis, Daniel John	Application for enforcement of a breach bond	On bail
Gale, Eric Roger	Rape	On bail
Haskell, James Roy	Have sexual intercourse with a person under 14 years; unlawful sexual intercourse with a person under 17 years	On bail
J, A. P.	Persistent sexual exploitation of a child	On bail
Kurray, Michael	Unlawful sexual intercourse with a person under 17	On bail
James		
McCarthy, Peter	Aggravated assault causing harm	On bail
Andrew		
Oakford, Peter	Cultivate a commercial quantity of a controlled plant for sale; possess prescribed equipment	On bail
Charles		
Patzel, Jason Mark	Application for enforcement of a breach bond	On bail

Ratcliff, Phillip	Aggravated serious criminal trespass in a place of residence; aggravated assault; assault	On bail
Rigney, Jamie Vondoussa R, R. W.	Application for enforcement of a breach bond Persistent sexual exploitation of a child	In gaol On bail
Taylor, Carn Brian Tirant, Jeremy Joseph	Cause serious harm Attempted theft	On bail On bail
Walscott, Wayne John	Trafficking in a commercial quantity of a controlled drug; cultivating controlled plants for sale	On bail
Wanstall, Atiscia Marree W, A. K.	Recklessly cause harm with intent to cause harm Unlawful sexual intercourse	On bail On bail

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

By Order of the Court,

M. A. STOKES, Sheriff

THE SUPREME COURT OF SOUTH AUSTRALIA

PORT AUGUSTA CIRCUIT COURT

Sheriff's Office, Adelaide, 5 March 2012

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

Monday, 5 March 2012 at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences.

Juries will be summoned for Monday, 5 March 2012 and persons will be tried on this and subsequent days of the sittings.

Prisoners in H.M. Gaol and on bail for sentence and for trial at the sittings of the Port Augusta Courthouse, commencing Monday, 5 March 2012.

Kolbelt, Adam	Aggravated causing serious harm with intent to cause serious harm	On bail
Freely, Steven John	Endangering life	On bail
Dermody, Alison Judy	Aggravated causing harm with intent to cause harm	On bail
Dermody, Shaun Matthew	Aggravated causing harm with intent to cause harm	On bail
Lidster, Alan	Attempted Murder	In Gaol
Dempsey, Justin	Rape; unlawful sexual intercourse with person under 17 years; act likely to cause harm—aggravated offence	In Gaol

Perry, Jamie Lee	Engage in sexual intercourse with a person without consent; unlawful sexual intercourse with person under 17 years; rape; unlawful sexual intercourse	In Gaol
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Prisoners on bail must surrender at 10 a.m. of the day appointed for their respective trials. If they do not appear when called upon their recognizances and those of their bail will be estreated and a bench warrant will be issued forthwith.

By order of the Court,

M. A. STOKES, Sheriff

PRICES ACT 1948, SECTION 24: DECLARATION OF MAXIMUM PRICE FOR THE CARRIAGE OF FREIGHT BY KANGAROO ISLAND SEALINK PTY LTD

Order by Delegate of the Minister for Business Services and Consumers

PURSUANT to Section 24 of the Prices Act 1948, I Paul White, Commissioner for Consumer Affairs, being a position to which the Minister for Business Services and Consumers has delegated powers under that section, make the following order.

Citation

1. This order may be cited as Prices Order No. 6733 (S.A.).

Commencement

2. This order will come into operation on 1 April 2012.

Order No. 6732 (S.A.) superseded

3. This order supersedes Prices Order No. 6732 (S.A.) (see *Gazette* 13 October 2011 p. 4236).

Interpretation

4. (1) In this order:

'freight' includes a motor vehicle that is:

- (a) carrying freight; or
- (b) travelling to a place to collect freight; or
- (c) on a return journey from a place to which it has carried freight;

'GST' means the tax payable under the GST law;

'GST law' means:

- (a) A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth); and
- (b) the related legislation of the Commonwealth dealing with the imposition of a tax on the supply of goods, services and other things;

'motor vehicle' means a motor vehicle as defined in Section 5 of the Motor Vehicles Act 1959 (including a trailer as defined in that section).

Declaration of maximum price

5. I declare that the maximum price at which the carriage of freight may be supplied by Kangaroo Island Sealink Pty Ltd is \$39.61 per linear metre (inclusive of GST component).

Dated 20 February 2012.

P. WHITE, Commissioner, Delegate of the Minister for Business Services and Consumers

PROOF OF SUNRISE AND SUNSET ACT 1923—ALMANAC FOR APRIL, MAY AND JUNE 2012

PURSUANT to the requirements of the Proof of Sunrise and Sunset Act 1923, I, Rodney George Hook, Chief Executive, Department of Planning, Transport and Infrastructure, at the direction of the Honourable the Minister for Transport, publish in the Schedule hereto an almanac setting out the times of sunrise and sunset on every day for the three calendar months of April, May and June 2012.

Dated at Adelaide, 27 February 2012.

R. G. HOOK, Chief Executive, Department of Planning,
Transport and Infrastructure

2011/19413

THE SCHEDULE

Times of sunrise and sunset during the months of April, May and June 2012 for Adelaide: latitude 34°56'S, longitude 138°36'E, GMT + 9.50 hours (Daylight saving GMT + 10.50).

Month	April		May		June	
Date	Sunrise hr min	Sunset hr min	Sunrise hr min	Sunset hr min	Sunrise hr min	Sunset hr min
*1	06 28	18 10	06 52	17 33	07 15	17 12
2	06 29	18 09	06 53	17 32	07 15	17 12
3	06 30	18 07	06 53	17 31	07 16	17 12
4	06 31	18 06	06 54	17 30	07 16	17 11
5	07 31	18 05	06 55	17 29	07 17	17 11
6	06 32	18 03	06 56	17 28	07 17	17 11
7	06 33	18 02	07 57	17 27	07 18	17 11
8	06 34	18 01	07 57	17 26	07 18	17 11
9	06 35	17 59	07 58	17 26	07 19	17 11
10	06 35	17 58	07 59	17 25	07 19	17 11
11	06 36	17 57	07 00	17 24	07 20	17 10
12	06 37	17 55	07 01	17 23	07 20	17 10
13	06 38	17 54	07 01	17 22	07 21	17 10
14	06 38	17 53	07 02	17 21	07 21	17 11
15	06 39	17 52	07 03	17 21	07 21	17 11
16	06 40	17 50	07 04	17 20	07 22	17 11
17	06 41	17 49	07 04	17 19	07 22	17 11
18	06 42	17 48	07 05	17 19	07 22	17 11
19	06 42	17 47	07 06	17 18	07 23	17 11
20	06 43	17 45	07 07	17.17	07 23	17 11
21	06 44	17 44	07 07	17 17	07 23	17 12
22	06 45	17 43	07 08	17 16	07 23	17 12
23	06 46	17 42	07 09	17 16	07 24	17 12
24	06 46	17 41	07 09	17 15	07 24	17 12
25	06 47	17 40	07 10	17 15	07 24	17 13
26	06 48	17 38	07 11	17 14	07 24	17 13
27	06 49	17 37	07 11	17 14	07 24	17 13
28	06 50	17 36	07 12	17 13	07 24	17 14
29	06 50	17 35	07 13	17 13	07 24	17 14
30	06 51	17 34	07 13	17 13	07 24	17 15
31			07 14	17.12		

*Note: Daylight saving time is subject to change.

Sunrise and Sunset times calculated on 22 November 2011.

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2011

	\$		\$
Agents, Ceasing to Act as.....	45.50	Firms:	
Associations:		Ceasing to Carry on Business (each insertion)	30.25
Incorporation	23.00	Discontinuance Place of Business	30.25
Intention of Incorporation	57.00	Land—Real Property Act:	
Transfer of Properties	57.00	Intention to Sell, Notice of.....	57.00
Attorney, Appointment of.....	45.50	Lost Certificate of Title Notices	57.00
Bailiff's Sale	57.00	Cancellation, Notice of (Strata Plan).....	57.00
Cemetery Curator Appointed.....	33.75	Mortgages:	
Companies:		Caveat Lodgement	23.00
Alteration to Constitution	45.50	Discharge of	24.10
Capital, Increase or Decrease of	57.00	Foreclosures.....	23.00
Ceasing to Carry on Business	33.75	Transfer of	23.00
Declaration of Dividend.....	33.75	Sublet.....	11.60
Incorporation	45.50	Leases—Application for Transfer (2 insertions) each.....	11.60
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each.....	33.75
First Name.....	33.75	Licensing.....	67.50
Each Subsequent Name.....	11.60	Municipal or District Councils:	
Meeting Final.....	38.00	Annual Financial Statement—Forms 1 and 2	636.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	452.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	90.50
First Name.....	45.50	Each Subsequent Name.....	11.60
Each Subsequent Name	11.60	Noxious Trade	33.75
Notices:		Partnership, Dissolution of.....	33.75
Call.....	57.00	Petitions (small)	23.00
Change of Name.....	23.00	Registered Building Societies (from Registrar-General)	23.00
Creditors.....	45.50	Register of Unclaimed Moneys—First Name	33.75
Creditors Compromise of Arrangement	45.50	Each Subsequent Name	11.60
Creditors (extraordinary resolution that 'the Com-		Registers of Members—Three pages and over:	
pany be wound up voluntarily and that a liquidator		Rate per page (in 8pt)	289.00
be appointed').....	57.00	Rate per page (in 6pt)	382.00
Release of Liquidator—Application—Large Ad	90.50	Sale of Land by Public Auction.....	57.50
—Release Granted	57.00	Advertisements	3.20
Receiver and Manager Appointed	52.50	¼ page advertisement	135.00
Receiver and Manager Ceasing to Act	45.50	½ page advertisement	270.00
Restored Name.....	42.50	Full page advertisement.....	529.00
Petition to Supreme Court for Winding Up.....	79.00	Advertisements, other than those listed are charged at \$3.20 per	
Summons in Action.....	67.50	column line, tabular one-third extra.	
Order of Supreme Court for Winding Up Action	45.50	Notices by Colleges, Universities, Corporations and District	
Register of Interests—Section 84 (1) Exempt.....	102.00	Councils to be charged at \$3.20 per line.	
Removal of Office.....	23.00	Where the notice inserted varies significantly in length from	
Proof of Debts	45.50	that which is usually published a charge of \$3.20 per column line	
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Pages	Main	Amends	Pages	Main	Amends
1-16	2.80	1.30	497-512	38.50	37.50
17-32	3.70	2.30	513-528	39.50	38.25
33-48	4.85	3.45	529-544	41.00	39.50
49-64	6.10	4.70	545-560	42.00	41.00
65-80	7.10	5.90	561-576	43.00	42.00
81-96	8.30	6.85	577-592	44.50	42.50
97-112	9.45	8.10	593-608	45.75	44.00
113-128	10.60	9.30	609-624	46.50	45.50
129-144	11.80	10.50	625-640	47.75	46.00
145-160	13.00	11.60	641-656	49.00	47.75
161-176	14.10	12.80	657-672	49.75	48.25
177-192	15.40	13.90	673-688	51.50	49.75
193-208	16.60	15.30	689-704	52.50	50.50
209-224	17.50	16.20	705-720	53.50	52.00
225-240	18.70	17.30	721-736	55.00	53.00
241-257	20.10	18.30	737-752	55.50	54.00
258-272	21.20	19.40	753-768	57.00	55.00
273-288	22.30	21.00	769-784	58.00	57.00
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321-336	25.75	24.30	817-832	61.50	60.50
337-352	27.00	25.50	833-848	63.00	61.50
353-368	27.75	26.75	849-864	64.00	62.50
369-384	29.25	27.75	865-880	65.50	64.00
385-400	30.50	29.00	881-896	66.00	64.50
401-416	31.75	30.00	897-912	67.50	66.00
417-432	33.00	31.50	913-928	68.00	67.50
433-448	34.00	32.75	929-944	69.00	68.00
449-464	34.75	33.50	945-960	70.00	68.50
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TRAINING AND SKILLS DEVELOPMENT ACT 2008

Part 4—Apprenticeships/Traineeships

Pursuant to the provision of the Training and Skills Development Act 2008, the Training and Skills Commission (TaSC) gives notice that determines the following Trades or Declared Vocations in addition to the *Gazette* notices of:

- | | | | |
|-----------------------|----------------------|-----------------------|-----------------------|
| 1. 25 September 2008 | 2. 23 October 2008 | 3. 13 November 2008 | 4. 4 December 2008 |
| 5. 18 December 2008 | 6. 29 January 2009 | 7. 12 February 2009 | 8. 5 March 2009 |
| 9. 12 March 2009 | 10. 26 March 2009 | 11. 30 April 2009 | 12. 18 June 2009 |
| 13. 25 June 2009 | 14. 27 August 2009 | 15. 17 September 2009 | 16. 24 September 2009 |
| 17. 9 October 2009 | 18. 22 October 2009 | 19. 3 December 2009 | 20. 17 December 2009 |
| 21. 4 February 2010 | 22. 11 February 2010 | 23. 18 February 2010 | 24. 18 March 2010 |
| 25. 8 April 2010 | 26. 6 May 2010 | 27. 20 May 2010 | 28. 3 June 2010 |
| 29. 17 June 2010 | 30. 24 June 2010 | 31. 8 July 2010 | 32. 9 September 2010 |
| 33. 23 September 2010 | 34. 4 November 2010 | 35. 25 November 2010 | 36. 16 December 2010 |
| 37. 23 December 2010 | 38. 17 March 2011 | 39. 7 April 2011 | 40. 21 April 2011 |
| 41. 19 May 2011 | 42. 30 June 2011 | 43. 21 July 2011 | 44. 8 September 2011 |
| 45. 10 November 2011 | 46. 24 November 2011 | 47. 1 December 2011 | 48. 8 December 2011 |
| 49. 15 December 2011 | 50. 22 December 2011 | 51. 5 January 2012 | 52. 19 January 2012 |

Trades or Declared Vocations and Required Qualifications and Training Contract Conditions for the

Business Services Training Package (BSB07)

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
# Customer Services Representative	BSB20211	Certificate II in Customer Contact	18 months	1.5 months
# Senior Customer Services Representative	BSB30211	Certificate III in Customer Contact	18 months	1.5 months
# Call Centre Team Leader	BSB40311	Certificate IV in Customer Contact	24 months	2 months

NOTICE TO MARINERS

NO. 8 OF 2012

*South Australia—Gulf St Vincent—Port Adelaide River—
H Berth—Wharf Maintenance and Construction Operations*

MARINERS are advised that Maritime Constructions will be carrying out Maintenance and Construction Operations from 20 February 2012 until 30 June 2012 at H Berth in the Port Adelaide River. The operations will be carried out intermittently during daylight hours during this period.

A crane barge will be using moorings to the wharf and anchors will be deployed. The floating plant, which could extend into the western side of the main shipping channel by approximately 35 m, will be marked with orange polyform buoys. Whilst in position the barge will exhibit the appropriate lights and shapes as required by the International Regulations for the Prevention of Collisions at Sea.

Mariners are advised to proceed with caution in the vicinity of the barge and floating plant.

Navy Chart affected: Aus 137.

Publication affected: Australian Pilot, Volume 1 (Third Edition 2011), pages 397 to 403.

Adelaide, 16 February 2012.

PATRICK CONLON, Minister for Transport

FP 2001/1439
DPTI 2012/00765

NOTICE TO MARINERS

NO. 9 OF 2012

*South Australia—River Murray—Mannum Marina—
Speed Restriction*

MARINERS are advised that a 4 knot speed restriction has been regulated for the whole of the new Mannum Marina. Speed signs of 4 knots have been installed at the entrance and at the boat ramp.

Mariners are advised that failure to comply is an offence under the Harbours and Navigation Act 1993. Penalty \$1250.

PATRICK CONLON, Minister for Transport

Adelaide, 14 February 2012.

DPTI 2012/00765

SHOP TRADING HOURS ACT 1977

Trading Hours—Exemption

NOTICE is hereby given that pursuant to Section 5 (9) (b) of the Shop Trading Hours Act 1977 (the Act), I, Russell Wortley MLC, Minister for Industrial Relations, do hereby declare non-exempt shops that are solely or predominantly the retail sale of motor vehicle or boats, situated within the Central Shopping District exempt from the provisions of the Act, subject to the following conditions:

- Exemption will apply between the hours of 11 a.m. and 5 p.m. on Monday, 12 March 2012;
- Normal trading hours prescribed by Section 13 of the Act shall apply at all other times;
- All employees working during these extended hours will do so on a strictly voluntary basis;
- Any and all relevant industrial instruments are to be complied with; and
- All occupational health, safety and welfare issues (in particular those relation to extended trading hours) must be appropriately addressed.

Dated 28 February 2012.

RUSSELL WORTLEY, Minister for
Industrial Relations

SOUTH AUSTRALIAN HOUSING TRUST ACT 1995

Transfer of Assets of the South Australian Housing Trust

PURSUANT to the provisions of Section 23 of the South Australian Housing Trust Act 1995, Ian Hunter, Minister for Social Housing, with the concurrence of Jack Snelling, Treasurer, gives notice of the transfer of properties, with Certificate of Title References listed in Schedule 1, from the South Australian Housing Trust to the Urban Renewal Authority on 1 March 2012.

SCHEDULE 1

CT6045/425	CT5067/854	CT5870/835	CT5429/575	CT5067/839
CT6021/141	CT5067/854	CT5067/860	CT5067/838	CT5860/947
CT5395/558	CT5067/854	CT5067/860	CT5902/189	CT5067/839
CT5477/715	CT5067/854	CT5067/860	CT5320/965	CT5067/850
CT5119/591	CT5067/855	CT5067/860	CT5432/146	CT5067/850
CT5067/850	CT5067/855	CT5067/860	CT5432/149	CT5067/850
CT5432/148	CT5067/855	CT5067/857	CT5067/843	CT5067/851
CT5067/840	CT5067/855	CT5480/94	CT5067/838	CT5067/851
CT5126/458	CT5067/855	CT5067/840	CT5067/843	CT5067/851
CT5067/841	CT5067/839	CT5480/94	CT5067/843	CT5067/851
CT5067/841	CT5067/855	CT5480/94	CT5067/843	CT5995/81
CT5067/841	CT5067/856	CT5480/95	CT5067/843	CT6081/306
CT5067/841	CT5067/856	CT5480/95	CT6081/306	CT6021/403
CT5067/841	CT5067/856	CT5480/95	CT6081/306	CT5249/741
CT5067/838	CT5067/856	CT5845/890	CT6081/306	CT5249/742
CT5072/846	CT5067/856	CT5067/840	CT6081/306	CT5429/573
CT5480/93	CT5067/856	CT5845/890	CT5067/845	CT5429/574
CT5480/92	CT5067/853	CT5320/914	CT5067/845	CT5441/881
CT5395/557	CT5067/853	CT5320/914	CT5067/845	CT5441/880
CT6009/896	CT5067/857	CT5415/541	CT5067/845	CT5845/888
CT6009/897	CT5067/839	CT5857/551	CT5067/845	CT5845/889
CT6009/897	CT5067/857	CT5857/551	CT5067/846	CT5857/549
CT5067/838	CT5067/857	CT5857/551	CT5067/846	CT5857/550
CT5067/839	CT5067/857	CT5857/551	CT5067/846	CT5860/945
CT5067/851	CT5067/858	CT5480/95	CT5067/846	CT5860/946
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CT5067/853	CT5067/858	CT5480/94	CT6015/152	CT5870/834
CT5067/853	CT5067/858	CT5480/94	CT6015/152	
CT5067/853	CT5067/858	CT5438/802	CT5067/838	
CT5067/854	CT5870/835	CT5438/997	CT5477/716	
CT5067/839	CT5067/839	CT5067/838	CT5477/716	
CT5067/854	CT5870/835	CT5429/575	CT5860/947	

Dated 29 February 2012.

IAN HUNTER, Minister for Social Housing

JACK SNELLING, Treasurer

WATERWORKS ACT 1932

Removal of Land from Beetaloo Country Lands Water District and Addition to Port Pirie Water District

PURSUANT to Section 6 of the Waterworks Act 1932, the South Australian Water Corporation:

- (a) removes from the Beetaloo Country Lands Water District and adds to the Port Pirie Water District the land shown on the plan in the Schedule; and
- (b) declares that this notice will have effect from 1 July 2012.

W1501
 SA Water 11/09541
 Mapsheet: 653121H

**RISDON PARK SOUTH
 HUNDRED OF PIRIE**



NOT TO SCALE

BOUNDARY OF PORT PIRIE WATER DISTRICT PREVIOUSLY PROCLAIMED SHOWN AS DASHED LINES

LAND TO BE REMOVED FROM BEETALOO COUNTRY LANDS WATER DISTRICT AND ADDED TO PORT PIRIE WATER DISTRICT SHOWN AS SHADED AREA

Dated 23 February 2012.

Signed for and on behalf of the South Australian Water Corporation by a person duly authorised so to do:

A. SCHIRIPA, Manager Billing and Collection

In the presence of:

N. HUDSON, Team Leader Rating

South Australia

Public Sector (Reorganisation of Public Sector Operations) Notice 2012

under section 9(1) of the *Public Sector Act 2009*

1—Short title

This notice may be cited as the *Public Sector (Reorganisation of Public Sector Operations) Notice 2012*.

2—Commencement

This notice will come into operation on 1 March 2012.

3—Transfer of employees

An employee whose employment is described in Schedule 1 to this notice is transferred to employment in the Urban Renewal Authority on the same basis and terms and conditions as applied immediately prior to the transfer. An employee named in Schedule 2 of this notice is transferred to employment in the Urban Renewal Authority on the same basis and terms and conditions as applied immediately prior to the transfer.

Schedule 1

All employees employed in the Land Management Corporation including those who:

- are currently working on a term basis in another public sector agency and who have a right of return to duties pursuant to regulation 6 of the Public Sector Regulations 2010; and/or
- are absent from their substantive duties on any form of paid or unpaid leave and who have a right at the conclusion of such leave to return to duties.

Schedule 2

The following Defence SA employees:

- (a) Ian Hamilton Hodgen
- (b) Mark Francis Doherty
- (c) Peter John Simons
- (d) Daniel John DeConno
- (e) Gayle Maree Dunnet
- (f) Belinda Sharon Jennings
- (g) Julie Ann Bria
- (h) Aaron Matthew Brumby
- (i) Evelyn Anne Chapman
- (j) Tania Maree Donovan

- (k) Janet Ann Fechlie
- (l) Nadia Jane Gentilcore
- (m) Grant Alexander Rensch
- (n) Aston Kathleen Schirmer
- (o) Sandra Michelle Ross

Made by the Premier

on 1 March 2012

South Australia

Motor Vehicles (Guidelines for Medical Testing) Notice 2012

under section 80(2) of the *Motor Vehicles Act 1959*

1- Short Title

This notice may be cited as the Motor Vehicles (Guidelines for Medical Testing) Notice 2012

2- Commencement

This notice will come into operation on Thursday, 1 March 2012

3- Adoption of guidelines for conduct of medical tests of competence to drive

For the purposes of section 80(2) of the *Motor Vehicles Act 1959* (“**the Act**”) the guidelines and policies contained within the publication entitled *Assessing Fitness to Drive* published by Austroads Incorporated in 2012 (ISBN 978-1-921991-01-1), as amended from time to time, are adopted’ **except** when the Registrar of Motor Vehicles (“Registrar”) is of the opinion that it is appropriate, considering the nature and/or type of driving tasks performed or to be performed by the holder of, or applicant for, a licence or learner’s permit, to require the person to meet the Medical Standards for Licensing – Commercial Vehicle Driver Standards (referred to as “Commercial Standards” within this publication) (“**Commercial Standards**”). In these circumstances the medical tests required by the Registrar under section 80 of the Act must be conducted in accordance with the commercial standards and the results of those medical tests must be applied by the Registrar in accordance with the Commercial Standards, regardless of the class of licence or learner’s permit held or being applied for.

4 Revocation of previous notices

All previous notices pursuant to section 80(2) of the Act publishing or adopting guidelines or policies are hereby revoked.

5 Transitional provisions

For the purpose of section 80(2) of the Act, the guidelines and policies contained within the publication entitled *Assessing Fitness to Drive* published by Austroads Incorporated in 2003 (ISBN 0 85588 5076) are also adopted for use until 30 June 2012. For the avoidance of any doubt, after this date the only guidelines and policies adopted or published by me for the purpose of section 80(2) of the Act are those referred to in clause 3 of this notice.

Made by the Minister for Road Safety

pursuant to a delegation by the Minister for Transport on 15 December 2011 (published in the *Government Gazette* on 15 December 2011)

Jennifer Rankine M.P.

on 1 March 2012

ELECTRICITY ACT 1996

Default Contract Prices for Small Customers

IN accordance with Section 36 AB of the Electricity Act 1996 TRUenergy Pty Ltd (ABN 99 086 014 968) ('TRUenergy') hereby publishes its default electricity contract terms and conditions for customers who are consuming less than 160MWh per annum of electricity ('Small Customers'). The terms and conditions detailed in this notice apply to Small Customers of TRUenergy and will apply on and from 1 March 2012 under TRUenergy's Default Contract Terms and Conditions published in the *Government Gazette* on 1 March 2012.

TRUenergy reserves the right to change its terms and conditions for its Default Contracts from time to time acting in accordance with all applicable regulations.

TRUenergy's South Australian Customer Charter

Mutual responsibility

Welcome to *your* TRUenergy Customer Charter. In this brochure *we* set out in plain English the responsibilities *we* have to *you*, *our* customer. It covers everything from how *you* will receive *your* account, to how *you* can receive advice on conserving *energy*.

It also outlines *your* responsibilities to *us*, from maintaining easy access to *your* meter, to informing *us* if *you* change *your* address.

In short, when read in conjunction with *your* relevant TRUenergy Plan, these are the terms and conditions by which *we* agree to provide *you* with *energy* ('agreement').

If *you* have any questions about the information contained in this Customer Charter, or any of the other ways *we* can help *you* with *your* *energy* needs, please don't hesitate to call *us*.

Who are the parties and what is covered by this agreement?

This agreement is between *TRUenergy* Pty Ltd of Level 33, 385 Bourke Street, Melbourne, Victoria (in this agreement referred to as '*we*,' '*our*' or '*us*') and *you*, the customer to whom this agreement is expressed to apply (in this agreement referred to as '*you*' or '*your*').

We agree to sell to *you* *energy* supplied to *your* *supply* address (by *your* *distributor*) and perform the other obligations set out in this agreement and the *regulations*. In return, *you* are required to pay the amount billed by *us* under Part 2 of this agreement, and perform *your* other obligations under this agreement and the *regulations*.

If *you* purchase electricity from *us*, *you* need to know that *we* do not operate the electricity network to which *your* *supply* address is connected. This is the role of *your* *distributor*.

You have a separate connection and supply contract with *your* *distributor*. *Your* *distributor* is responsible for:

- (a) the connection of *your* *supply* address to the electricity network;
- (b) the maintenance of that connection;
- (c) the supply of electricity to *your* *supply* address; and
- (d) the quality and other characteristics of electricity.

Unless *you* negotiate a different arrangement with *your* *distributor*, *your* connection and supply contract will automatically be created by operation of law.

We cannot regulate the quality or reliability of electricity supplied to *your supply address*. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *supply address*;
- (b) whether *your supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to *your* equipment or cause it to malfunction. We recommend that *you* give careful consideration to taking out insurance or installing devices to protect *your* equipment and property when these fluctuations or interruptions do occur.

If *you* are purchasing gas from *us*, we will use *our* best endeavours to supply gas with quality and reliability as required by the *regulations*.

Part 1: How does *your supply address* get connected?

When *you* apply for an account with *us* for the sale of *energy* at *your supply address*, we may require *you* to satisfy some pre-conditions, which are set out in the *Energy Retail Code*. We will explain any pre-conditions that may apply to *you* when *you* apply for an account with *us*.

In particular, if:

- (a) *your supply address* is not already connected to an *energy* network; or
- (b) *your* existing connection or associated equipment requires modification or upgrading, either *you* or we will need to make arrangements with *your distributor* about *your* connection. We can arrange for these things on *your* behalf.

Part 2: What and when do *you* have to pay?

Your obligations to pay

We will sell and bill *you* for *energy* and other related services, and arrange for the supply of *energy* to *your supply address*, and *you* will pay for the *energy* and related services supplied to *you* in accordance with the relevant charges that apply to *you*.

You have 12 business days from the date we send *your* account to pay the total amount owing, including GST.

You must also pay *us* for any *additional retail charges*, any other payment referred to in this agreement, or any other goods or services which *you* acquire from *us*.

We will arrange for one account to be sent to *you* for each billing cycle covering amounts due to *us* and those amounts due to *your distributor*. We will arrange for payment to the *distributor*.

Your account will be in a form and contain such information as is required by the *Energy Retail Code*, including itemised information on *your* charges, the amount payable, the pay-by date, telephone numbers for billing and payment enquiries and for faults or emergencies. At *your* request we must provide *you* with reasonable information setting out the components of the charges which appear on *your* account.

What pricing applies to *you*?

Our current tariffs and charges for *energy* and other services are set out in the *fact sheet* which is available at www.trueenergy.com.au. Some of the tariffs and charges are regulated by law.

We will charge *you* either the price published that applies to *you*, or the amount specially agreed between *you* and *us*. The pricing *you* are charged depends on the purpose of *your* usage. *You* can't use the *energy* for a different purpose.

We may require *you* to change to a different price applicable to *your* usage, or we may retrospectively transfer *you* if *you* haven't given *us* notice of change of usage. Where the *regulations* allow it, the prices may change from time to time. We will publish these prices change in accordance with the *regulations*.

If a price or tariff type applying to *you* changes during a billing cycle, *your* account for that billing cycle will be calculated in accordance with the *regulations* on a pro rata basis using:

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

If *you* think *you* satisfy all of the conditions applying to another tariff type or charge, *you* can ask *us* to review *your* current circumstances to see whether that tariff type or charge can apply to *you*.

Where this agreement refers to a fee or charge other than our rates for the supply of *energy* (such as a reconnection fee or the fee we charge *you* for checking a meter that is not faulty), the fee or charge will either be set out in *our fact sheet* which is available at www.truenergy.com.au or we will advise *you* of the applicable fee/charge before *you* incur it.

Certain amounts in this agreement are (or will be) stated to be inclusive of GST. These include the amounts specified in *our fact sheet* from time to time.

Apart from these amounts, there may be other amounts paid by *you* or by *us* under this agreement 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.

How often will *you* receive an account?

We will issue *you* an account at least every 3 months. We must send the account:

- (a) to *you* at the address or email 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*.

We will only place *you* on a shortened collection cycle in accordance with the *regulations*.

How can *you* pay *your energy* account?

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

You can pay the account using any of the payment methods listed on the account.

If *you* do not pay *your* account 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 *fact sheet*. This clause does not affect *our* right to arrange for *your supply address* to be disconnected under Part 3 of this agreement.

What assistance do we provide for account payment?

If *you* have difficulties paying *your* account, *you* should contact *us* as soon as possible.

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

As a residential customer *you* have a right to:

- have *your* financial circumstances and hardships taken into account when negotiating instalment plans or other payment arrangements;
- receive a summary on request as to how *your* financial circumstances and payment capacity have been assessed;
- have *your* account redirected to a third person where that third person has consented in writing;
- services that make paying *your energy* accounts easier—we offer *you* payment options and instalment plans that take into account *your energy* needs and capacity to pay;
- receive information on how to contact an independent financial counsellor;
- a home *energy* audit (a fee may be charged for this service); and
- receive information on various concessions and relief schemes managed by relevant government departments.

Can you have your account reviewed?

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

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

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

You must also pay any future accounts (except any portions of those accounts that *you* have also asked *us* to review).

We may recover from *you* any amount *you* have been undercharged. Where *you* have been undercharged as a result of *our* error or the *distributor's* error, *we* can only recover the amount undercharged in the 12 months prior to *your* last account. *You* may pay this amount in instalments over a period of time equivalent to the period during which *you* were undercharged, but not greater than 12 months.

Where *we* identify that *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 account, or if *you* are no longer purchasing *energy* from *us* *we* will pay *you* within 10 business days. Where the amount overcharged is more than \$100, and *you* have already paid that amount, *we* must repay within 10 business days the amount to *you* or to another person, as directed by *you*.

How do we calculate your account?

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

- (a) the account for *energy* sold 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 agreement during the *billing cycle*.

The account will also include amounts due to the *distributor*.

Estimating the energy usage

If there is an approved estimating system or *your* meter is unable to be read for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of *energy* which was purchased from *us* at *your supply address* may be estimated by using other information (such as *your* previous accounts or *your energy* usage history or, if *you* do not have a prior *energy* usage history at that *supply address*, the average usage of *energy* by a comparable customer over the corresponding period).

When *your* meter is subsequently read, the account will be adjusted for the difference between the estimate and the actual amount of *energy* used, based on the reading of the meter.

If the meter is unable to be read due to *your* actions, *we* can bill *you* the charge shown in the *fact sheet* for returning to *your supply address* to read the meter.

Is a security deposit required?

For residential customers, we may require a deposit as permitted by the *regulations* if you:

- still owe money from a previous address;
- have used *energy* unlawfully within the past two years;
- have an unsatisfactory credit rating or have failed to provide to us credit history information; or
- have refused to provide acceptable identification to us as set out in the regulations, and you have refused an offer from us to enter into an instalment plan or other payment option.

For business customers, we may require a deposit as permitted by the *regulations* if you:

- do not have a satisfactory *energy* account payment record determined in accordance with the regulations; or
 - you have an unsatisfactory credit rating determined in accordance with the regulations.
- If you do not pay a security deposit upon request, we may disconnect your *energy* supply.

Use of your security deposit

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*.

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

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

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

We will only use and manage your security deposit in accordance with the *regulations*, and will return your deposit as required by the *regulations*.

How do we manage credit and debt collection?

We may seek to carry out a credit check on you and use the information to establish your credit rating. Our credit management and debt collection processes are in accordance with the *regulations*. In line with the *regulations*, we may report an overdue payment to a credit-reporting agency.

We will not start legal action to collect money owing while you are making payments according to an agreed arrangement. Where there is a dishonoured payment (e.g. where a cheque or credit card payment is not honoured), and we incur a cost as a result, you must reimburse us that cost.

Part 3: Disconnection and reconnection

Why would we disconnect you?

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 account 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 *energy* illegally or breach Part 11 of this agreement;
- (d) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

There are some limitations under the *Energy Retail Code* on our right to disconnect your supply where you have not paid your bills because of a lack of sufficient income. If you are experiencing financial difficulty we can provide you with information about assistance available to you if you contact us.

Compliance 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*.

Despite anything else in this agreement, *your energy* supply may be disconnected or interrupted for the following reasons:

- for health and safety reasons;
- for maintenance;
- in an *emergency*;
- at the direction or request of a *regulator*;
- *you* are using *energy* in a way that doesn't meet the *regulations*; or
- this agreement has terminated and *we* are permitted to by the *regulations*.

Are there times when *you* can't be disconnected?

We will not disconnect *you*:

- if *you* have provided confirmation that *you*, or someone living with *you* at the *supply address*, depend on a life support machine or approved medical exemption;
- if *your* formal complaint to the Energy Industry Ombudsman of South Australia directly related to the reason for disconnection remains unresolved;
- if *your* application for assistance from concession, rebate or grant agencies has not been decided;
- for failing to pay *us* for something other than *energy*;
- after 3pm Monday to Thursday; on a Friday; on a weekend; a public holiday, or on the day before a public holiday; except in the case of a planned interruption or other reasons as required by *your distributor*; or
- on an extreme heat day as defined in the *Energy Retail Code*.

If *you* are disconnected, when will *we* reconnect *your energy* supply?

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

We may refuse to arrange reconnection and terminate *your* agreement with *us* 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).

A reconnection fee may be charged. If *you* are an electricity customer and contact *us* by 4pm on a business day, or if *you* are a gas customer and contact *us* by 3pm on a business day, *we* will reconnect *your supply address* that day. After 4pm or 3pm (depending on the fuel *you* contact *us* about) and before 9pm on a business day, *you* can still be reconnected that day for an after-hours reconnection fee.

Part 4: How to end this agreement

Is there a cooling-off period?

For new customers, once *you* have entered this agreement, *you* have the right to cancel it within 10 business days beginning on the date *you* receive this agreement from *us*. If *your* agreement with *us* is an unsolicited consumer agreement under the *Competition and Consumer Act*, the standard cooling-off period is 10 business days beginning the first business day after *you* have entered into this *agreement* with *us* and received a copy of the agreement. *You* may cancel the agreement within the cooling-off period by providing *us* with notice in writing by methods *we* specify (which may including by fax, post or email) which indicates *your* intention to cancel.

If *you* have consumed *energy* or other services during the cooling-off period, *you* will have to pay *us* for it unless your agreement is an unsolicited consumer agreement under the *Competition and Consumer Act*.

How can you end this agreement?

Once the cooling-off period has ended, *you* must give *us* advance notice before terminating this agreement.

Where *you* are a Market Contract Customer (see part 12) and are not vacating *your supply address* and wish to terminate this agreement *you* must give *us* at least 20 business days' notice.

Where *you* are a Default Contract Customer (see Part 12) and are not vacating *your supply address* and wish to terminate this agreement, *you* are not required to provide any prior notice.

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 account.

When *we* receive the notice, *we* must use *our* best endeavours to arrange that the meter is 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 account 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 *energy* purchased at the *supply address* until:

- (a) *we* become aware that *you* have vacated *your supply address* and *your* meter has been read; or
- (b) *you* give *us* the required notice; or
- (c) someone else commences to purchase *energy* from *us* or another retailer for that *supply address*.

If *you* have entered into an agreement to purchase *energy* for a minimum period, *you* will need to pay *us* an exit fee if *you* wish to end the agreement earlier, unless:

- the *regulations* prevent *us* from charging an exit fee,
- termination of this agreement is due to a material breach by *us*; or
- an extended cooling-off period applies under the *Competition and Consumer Act*.

If *your energy* agreement contains an exit fee, *we* will provide *you* with details of that fee and how it will be calculated prior to entering into to the agreement with *you*. The exit fee *we* charge will be fair and reasonable having regard to costs incurred by *us*. If *you* wish to transfer, this agreement will remain in place until *you* have successfully transferred.

How can we end this agreement?

We may terminate this agreement immediately if, having breached this agreement, *you* have been disconnected and *you* no longer have the right to be reconnected, or under the terms of any specific agreement with *you*.

If *your* usage means that *you* fall into a different category of customer under the *regulations*, and are no longer entitled to be supplied under this agreement, *we* may terminate this agreement.

What effect does a last resort event have?

This agreement will terminate immediately in the event that *we* are no longer entitled to sell *energy* to *you* because of a *last resort event*. Upon the occurrence of a *last resort event*, *we* will, within one business day, provide *your* details to the retailer appointed to *your supply address*.

What effect does ending this agreement have?

We will not have any further obligation under this agreement to sell *you energy*, but *you* will need to pay any outstanding debts. The ending of this agreement doesn't change any rights and obligations that accrued at the time of the termination and the operation of other clauses continue. For example, *you* will still need to provide access to *your supply address* to allow access for the removal of the meter.

Part 5: Other responsibilities

What are *your* other obligations?

You need to:

- apply for *energy*;
- pay charges including connection and reconnection charges by the pay-by date;
- provide *us* with acceptable identification, contact details, and the details of the property owner or agent where the *supply address* is a rental property;
- provide the information necessary for *energy* to be connected at *your supply address*;
- tell *us* as soon as possible if *your* contact details change;
- tell *us* if someone else is responsible for paying for *energy*; and
- make sure *you* don't take more *energy* than is allowed by *your distributor* for *your supply address*.

What additional information can *you* request?

By contacting *our* customer service centre *you* can receive:

- information on *your* supply;
- accounts and information on how *you* can pay;
- typical running costs of appliances;
- *your energy* usage and how to save money on *your energy*;
- a copy of the *Energy Retail Code* and this Customer Charter, including a large print version;
- advice on pricing;
- historical billing information for *your supply address* for up to the last 2 years or for such lesser period that *you* have been *our* customer (a fee may be charged for additional or multiple requests);
- a language interpreter service;
- advice on the availability of independent financial and other relevant counselling;
- information on concessions, rebates or grants available to residential customers;
- advice on how to improve *energy* efficiency;
- *our* range of published prices;
- *our additional retail charges* and *our* other charges;
- information on network charges; and
- information on *our* market contract prices.

Appointments

We will do *our* best to be on time for any appointment with *you* and will comply with any relevant requirements in the *regulations*.

Part 6: What to do if *you* are not satisfied

We try hard to ensure that problems don't arise. The good news is that when problems do arise, *we* have a clear and simple way to resolve them. *We* want *you* to tell *us* about *your* problem and *we* will make every effort to resolve it immediately at *your* initial contact. *We* will continue to work with *you* until the problem is resolved to *your* satisfaction.

Where concerns remain, *your* problem will be referred to *our* Customer Relations Unit, which will review the case and notify *you* of a decision. Some matters, such as supply quality problems, will have to be referred to a *distributor* and may take a longer time to resolve due to their technical nature. *We* will advise *you* where there is likely to be a significant delay in investigating *your* problem, and provide *you* with details of when *we* expect to have a resolution and how to contact *us* in the meantime. In all cases *you* should talk to *us* first. It speeds resolution and allows timely review of the matter, allowing *us* to make improvements for the benefit of all *our* customers. In the event that *you* are still not satisfied, *you* can refer *your* problem—free of any charge—to the Energy Industry Ombudsman of South Australia.

Part 7: Looking after *your* meter

What do we do to connect *you*?

If *you* have applied for connection, we will ask *your distributor* to connect *your supply address* as soon as possible.

What is *your NMI* or *MIRN*?

Your NMI or *MIRN* is a unique number on *your* property that identifies *your energy* meter. If *you* switch retailers *you* must quote *your NMI* or *MIRN*. It will appear on *your energy* account.

What should *you* do if *you* think that *your meter* is faulty?

You may ask *us* to test the meter at *your supply address*. If the meter is recording correctly within the *regulations*, *you* will be charged for the test. We may ask *you* to pay this charge in advance but will refund the fee if the meter is faulty.

What do *you* need to know about property access and meter responsibility?

You must allow safe and convenient access to *your supply address* for the purposes of reading the meter. We must have safe, convenient and unhindered access to *your* premises to install, remove or inspect the meter, connect or disconnect the supply, inspect or test the meter installation, prune or clear vegetation, and undertake repairs or maintenance. *Our* representatives must always carry or wear official identification and show it to *you* on request.

Where there is something at *your supply address* that may be a danger, *you* must inform *us* and take action to minimise the danger to *our* representatives. *You* must keep the meter safe from hazards and interference. *You* do not own the meter or any part of the *energy* distribution system.

Part 8: In what circumstances are we not liable?

The quality, frequency and continuity of supply of *energy* is subject to a variety of factors outside of *our* control; for example, accidents, weather and the acts of third parties such as other customers, generators, electricity distribution and transmission owners, gas production facilities and pipeline owners, and *regulators*.

The nature of *energy* supply is such that we cannot guarantee to *you* the quality, frequency or the continuity of supply of *energy* to *you*, but this agreement does not vary or exclude any immunity, limitation of liability or indemnity that may be provided in the *regulations*.

Variations in voltage are an inherent characteristic of electricity supply involving a rapid decrease (dip) or increase (spike) in voltage and cannot be completely prevented. Variations in voltage can be in excess of the voltage range tolerated by domestic appliances and business equipment, and may cause damage.

Variations in gas pressure may also cause damage or interruption to supply.

If *you* do suffer any loss, damage or harm as a result of a variation in voltage *you* may be able to receive compensation from *your distributor*.

We are responsible for loss or damage suffered by *you* as a result of:

- *our* breach of a condition, warranty or statutory guarantee under the *Competition and Consumer Act*; and
- *our* breach of this agreement and *our* negligence if the loss or damage was (or should have been) reasonably foreseeable by both *you* and *us* when this contract was entered into.

Subject to the statement above, we are not liable for:

- any loss or damage *you* suffer arising from:
- any fluctuation or distortion (in voltage magnitude, voltage waveform or frequency) or variation or interruption to the supply of electricity or gas or from any such supply not being or remaining continuous;
- *us* discontinuing the supply of electricity or gas in accordance with the terms of this contract; or
- any act or omission of *your distributor*;

- loss or damage that was not reasonably foreseeable;
- loss or damage that was not caused by *our* breach of this agreement or by our negligence;
- any increase in loss or damage that was caused by *your* breach of contract or *your* negligence; or
- business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers.

You must take reasonable steps to minimise the extent of any loss or damage *you* may suffer as a result of the provision of services under this agreement. If *you* are a business customer, this includes taking reasonable precautions to minimise the risk of loss or damage to *your* equipment, premises or business that may result from quality, frequency, pressure or reliability of *energy* supply. This Part 8 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.

This Part 8 survives the termination of this agreement.

When can we claim indemnity from you?

You must indemnify *us* for any breach by *you* of this agreement or *your* negligence to the maximum amount for which *we* are entitled to be compensated under the common law (including in equity) or statute for *your* breach or negligence.

Part 9: Who is liable if a *force majeure* event occurs?

If, but for this Part 9, either party would breach this agreement due to the occurrence of a *force majeure* event:

- (a) the obligations of the party under this agreement, 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.

For the purposes of this clause, 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.

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

Nothing in this clause 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.

Nothing in this Part 9 varies or excludes the operation of section 78 of the National Electricity Law.

Part 10: Other rules that apply

Are there other rules that apply to this agreement?

This agreement is subject to any *regulations*, and *you* and *we* both agree to comply with all requirements in the *regulations*, except to the extent modified by *your* agreement with *us* where that is permitted by the *regulations*. *You* must co-operate with *us* and the *distributor* in the exercise of their powers, rights or obligations under this agreement or the *regulations*.

In particular, the *Energy Retail Code* sets out *our* obligations to *you*, and *your* obligations to *us*. This agreement is subject to any minimum requirements set out in the *Energy Retail Code*, and will be amended automatically. If there are changes occurring to the *Energy Retail Code* which make this agreement inconsistent with the *Energy Retail Code*, this agreement should be read as if it were changed to reflect the changes to the *Energy Retail Code*. *We* will provide *you* with a free copy of the *Energy Retail Code* upon request.

A range of other laws including consumer protection laws under the *Competition and Consumer Act*, guidelines and the terms of our retail licences govern your energy supply.

What happens if you have special medical needs?

If a person residing at *your supply address* requires an approved life support system, and *you provide us* with confirmation of this from a medical practitioner or a hospital, *we* will make special arrangements to ensure *your supply* is not disconnected and give *you* an *emergency* telephone contact number.

You must give *us* notice if the person requiring the life support equipment vacates *your supply address* or no longer requires the life support equipment.

Information we need and how we use your information

You must provide *us* with all information *we* reasonably require for the purposes of this agreement. All information must be correct.

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 *energy* changes).

We comply with the standards of collection, disclosure and access of personal information detailed in the *Privacy Act 1988* (Cth). *We* collect *your* personal information where it is related to one or more of *our* business activities. This collection will always be by lawful means and the purpose of the collection shall always be clear and explicit.

As a general rule, *we* must keep *your* information about *you* confidential.

We may, however, disclose information about *you*:

- (a) if required 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.

Further information on privacy matters can be obtained by applying in writing to:

The Privacy Officer
TRUenergy Australia
Locked Bag 14060
Melbourne 8001

or visit us at www.truenergy.com.au/privacy.xhtml

How can this agreement be transferred?

We may assign this agreement to another party in the event that *we* sell all or substantially all of *our* retailing business. *We* will give *you* notice of this. Any new agreement created under this clause will be on the same terms as this agreement. Otherwise *we* will only assign *your* agreement with *your* consent.

You need to get *our* consent if *you* want to assign this agreement.

Part 11: Use of energy and illegal use

You must not:

- (a) allow *energy* purchased from *us* to be used other than at the *supply address* and in accordance with this agreement or the *Energy Retail Code*;
- (b) use at the *supply address* *energy* purchased for use at another address;
- (c) sell *energy* to any other person except in accordance with a licence issued by the *Commission* or with an exemption granted under the Electricity Act 1996 (SA) or Gas Act 1997 (SA) as may be applicable;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow *energy* supplied to the *supply address* to bypass the meter;
- (f) give *us* false information about which tariffs and charges should apply to *you*; or
- (g) use *energy* sold under a specific tariff for a purpose other than that contemplated by that tariff.

If *you* have committed one of these illegal acts, *we* may, in accordance with the *Energy Retail Code*:
(a) estimate the amount of the *energy* so obtained that *you* have not paid yet and bill *you* for that amount;
(b) recover that amount from *you*; and
(c) request *your distributor* to disconnect *your supply address* immediately.

Part 12: Customer agreements

Who is a Market Contract Customer?

You may choose to sign a market contract with *us* in which there are some variations to the terms and conditions in this Customer Charter. The market contract will begin after *we* have received *your* explicit informed consent and will end according to conditions specified in the terms and conditions.

Market contracts are not required to be published and are not approved by the government but are still subject to the *Energy Retail Code*, *regulations* and other laws.

Who is a Default Contract Customer?

If *you* have taken supply of *energy* at a *supply address* on or after 1 January 2003 without first entering into a supply contract for that *supply address* with *us* or another retailer, and *we* were the last retailer to have a supply contract with a customer for the sale of *energy* for that *supply address*, *you* are a default contract customer of *ours*.

The terms and conditions governing *our* sale of *energy* to *you* are provided in *our* default customer contract which is published in the government gazette.

How do we send notices to each other?

We may give each other notice in writing only. Written notices may be delivered by hand, by fax, by mail or by email to the address last notified to each other.

Also *we* may give certain notices such as prior notice of a change to our standard rates by publishing the notice in a newspaper circulating generally in South Australia. *You* may give *us* notice of termination during an applicable cooling-off period by methods *we* specify which may include phone, fax, email, in writing, or in person.

Part 13: Definitions of terms used in this agreement

'additional retail charges' means a charge relating to the supply and sale of *energy* by *us* to *you* other than a charge based on the price applicable to *you*.

To avoid doubt, any network charge or other charge relating to the supply, but not sale, of *energy* to *your supply address* is not an *additional retail charge*, such as any charges levied by the *distributor* and approved by the *Commission*.

'Commission' means the Essential Services Commission established under the Essential Services Commission Act 2002 (SA).

'Competition and Consumer Act' means the *Competition and Consumer Act 2010 (Cth)* and any other applicable consumer protection laws.

'distributor' means the entity who owns or operates the distribution system through whose network *your supply address* is provided with *energy*.

'Energy Retail Code' means the Code made by the *Commission* relating to the sale of *energy* to certain customers, including *you*.

'emergency' means an *emergency* or intervention in the market or direction requiring interruption, curtailment or disconnection due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys, damages or threatens to destroy or damage any property, or anything which *we*, the *distributor* or the *regulator* or any authority under the *regulations* considers to be an *emergency* in their absolute discretion.

'energy' means electricity and/or gas that *we* supply *you* with.

'fact sheet' means *our* list of current tariffs and charges applying to *you* from time to time.

'force majeure event' means an event outside the control of *us* or *you*.

'last resort event' means an event which triggers the operation of *our* last resort scheme approved by the *Commission*.

'NMI' means the national meter identifier for electricity meters.

'MIRN' means the meter installation reference number for gas meters.

'regulations' means any acts, rules, regulations, guidelines, licences or codes, including the *Energy Retail Code* and the like, that regulate the parties or the *energy* industry in South Australia as varied or replaced from time to time.

'regulator' means anybody with whose directions or requests *we* or other parties are required to comply under the *regulations*.

'supply address' means the address for which *you* have agreed to or are deemed by the *regulations* to purchase *energy* from *us*.

'TRUenergy,' 'us,' 'our,' 'ours,' or 'we' means TRUenergy Pty Ltd ABN 99 086 014 968.

'You' (or **'your'**) means the person who has accepted (or has been deemed to have accepted) this agreement (including any preceding versions of this agreement) and who is either a market contract customer or a default customer provided that:

- if *you* are an electricity customer, *you* consume less than 160 MWh/year;
- if *you* are a gas customer, *you* consume less than 5TJ/year.

In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of any part of this agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency and vice versa, and that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) an event which is required under any term or condition set out in this agreement to occur on or by a stipulated day which is not a business day may occur on or by the next business day;
- (f) *we* are not in a position to connect, disconnect or reconnect the system at *your supply address* to a *distributor's* distribution system. A reference in a term or condition set out in this agreement to *us* connecting, disconnecting or reconnecting *you* is to be construed in accordance with the *Energy Retail Code*;
- (g) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
- (h) if the customer consists of more than one person, each person is jointly and severally bound by the obligations under the terms of this agreement; and
- (i) where this agreement requires or permits *us* to perform an action or to use confidential information, then *we* may perform the action or use the confidential information through an agent, contractor or a related company.

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

The laws of South Australia govern this agreement.

Who to contact for further assistance

If *you* have a query or a complaint relating to the sale of *energy* by *us* to *you*, or this agreement generally, *you* may contact *us* as follows (as updated and notified to *you* from time to time).

TRUenergy

Phone:

Customer service and account enquiries: 133 466

Supply and maintenance (24 hours): 131 366

Faulty street lights: 1800 676 043

Telephone interpreter service: 131 450

TTY (for hearing-impaired customers): 1300 368 536

Locating *your* network provider: 133 466

Mail:
TRUenergy
Locked Bag 14060
Melbourne VIC 8001

Energy Industry Ombudsman of South Australia

GPO Box 2947, Adelaide, South Australia, 5001
Free Call (from Australia): 1800 665 565
Free Fax (from Australia): 1800 665 165
Overseas Call: 61 8 8216 1888
Overseas Fax: 61 8 8216 1844
www.eiosa.com.au

Essential Services Commission of South Australia

GPO Box 2605, Adelaide, South Australia, 5001
Phone: 08 8463 4444
Fax: 08 8463 4449
www.escosa.sa.gov.au

Family and Youth Services

Locations throughout South Australia. Refer to *your* White Pages for contact details

GAS ACT 1996

Default Contract Prices for Small Customers

IN accordance with Section 34B of the Gas Act 1996 TRUenergy Pty Ltd (ABN 99 086 014 968) ('TRUenergy') hereby publishes its default gas contract terms and conditions for customers who are consuming less than 160MWh per annum of electricity ('Small Customers'). The terms and conditions detailed in this notice apply to Small Customers of TRUenergy and will apply on and from 1 March 2012 under TRUenergy's Default Contract Terms and Conditions published in the *Government Gazette* on 1 March 2012.

TRUenergy reserves the right to change its terms and conditions for its Default Contracts from time to time acting in accordance with all applicable regulations.

TRUenergy's South Australian Customer Charter

Mutual responsibility

Welcome to *your* TRUenergy Customer Charter. In this brochure *we* set out in plain English the responsibilities *we* have to *you*, *our* customer. It covers everything from how *you* will receive *your* account, to how *you* can receive advice on conserving *energy*.

It also outlines *your* responsibilities to *us*, from maintaining easy access to *your* meter, to informing *us* if *you* change *your* address.

In short, when read in conjunction with *your* relevant TRUenergy Plan, these are the terms and conditions by which *we* agree to provide *you* with *energy* ('agreement').

If *you* have any questions about the information contained in this Customer Charter, or any of the other ways *we* can help *you* with *your* *energy* needs, please don't hesitate to call *us*.

Who are the parties and what is covered by this agreement?

This agreement is between *TRUenergy* Pty Ltd of Level 33, 385 Bourke Street, Melbourne, Victoria (in this agreement referred to as '*we*,' '*our*' or '*us*') and *you*, the customer to whom this agreement is expressed to apply (in this agreement referred to as '*you*' or '*your*').

We agree to sell to *you* *energy* supplied to *your* *supply* address (by *your* *distributor*) and perform the other obligations set out in this agreement and the *regulations*. In return, *you* are required to pay the amount billed by *us* under Part 2 of this agreement, and perform *your* other obligations under this agreement and the *regulations*.

If *you* purchase electricity from *us*, *you* need to know that *we* do not operate the electricity network to which *your* *supply* address is connected. This is the role of *your* *distributor*.

You have a separate connection and supply contract with *your* *distributor*. *Your* *distributor* is responsible for:

- (a) the connection of *your* *supply* address to the electricity network;
- (b) the maintenance of that connection;
- (c) the supply of electricity to *your* *supply* address; and
- (d) the quality and other characteristics of electricity.

Unless *you* negotiate a different arrangement with *your distributor*, *your* connection and supply contract will automatically be created by operation of law.

We cannot regulate the quality or reliability of electricity supplied to *your supply address*. *You* should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *supply address*;
- (b) whether *your supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to *your* equipment or cause it to malfunction. *We* recommend that *you* give careful consideration to taking out insurance or installing devices to protect *your* equipment and property when these fluctuations or interruptions do occur.

If *you* are purchasing gas from *us*, *we* will use *our* best endeavours to supply gas with quality and reliability as required by the *regulations*.

Part 1: How does *your supply address* get connected?

When *you* apply for an account with *us* for the sale of *energy* at *your supply address*, *we* may require *you* to satisfy some pre-conditions, which are set out in the *Energy Retail Code*. *We* will explain any pre-conditions that may apply to *you* when *you* apply for an account with *us*.

In particular, if:

- (a) *your supply address* is not already connected to an *energy* network; or
- (b) *your* existing connection or associated equipment requires modification or upgrading, either *you* or *we* will need to make arrangements with *your distributor* about *your* connection. *We* can arrange for these things on *your* behalf.

Part 2: What and when do *you* have to pay?

Your obligations to pay

We will sell and bill *you* for *energy* and other related services, and arrange for the supply of *energy* to *your supply address*, and *you* will pay for the *energy* and related services supplied to *you* in accordance with the relevant charges that apply to *you*.

You have 12 business days from the date *we* send *your* account to pay the total amount owing, including GST.

You must also pay *us* for any *additional retail charges*, any other payment referred to in this agreement, or any other goods or services which *you* acquire from *us*.

We will arrange for one account to be sent to *you* for each billing cycle covering amounts due to *us* and those amounts due to *your distributor*. *We* will arrange for payment to the *distributor*.

Your account will be in a form and contain such information as is required by the *Energy Retail Code*, including itemised information on *your* charges, the amount payable, the pay-by date, telephone numbers for billing and payment enquiries and for faults or emergencies. At *your* request *we* must provide *you* with reasonable information setting out the components of the charges which appear on *your* account.

What pricing applies to you?

Our current tariffs and charges for *energy* and other services are set out in the *fact sheet* which is available at www.truenergy.com.au. Some of the tariffs and charges are regulated by law.

We will charge *you* either the price published that applies to *you*, or the amount specially agreed between *you* and *us*. The pricing *you* are charged depends on the purpose of *your* usage. *You* can't use the *energy* for a different purpose.

We may require *you* to change to a different price applicable to *your* usage, or *we* may retrospectively transfer *you* if *you* haven't given *us* notice of change of usage. Where the *regulations* allow it, the prices may change from time to time. We will publish these prices change in accordance with the *regulations*.

If a price or tariff type applying to *you* changes during a billing cycle, *your* account for that billing cycle will be calculated in accordance with the *regulations* on a pro rata basis using:

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

If *you* think *you* satisfy all of the conditions applying to another tariff type or charge, *you* can ask *us* to review *your* current circumstances to see whether that tariff type or charge can apply to *you*.

Where this agreement refers to a fee or charge other than our rates for the supply of *energy* (such as a reconnection fee or the fee we charge *you* for checking a meter that is not faulty), the fee or charge will either be set out in *our fact sheet* which is available at www.truenergy.com.au or we will advise *you* of the applicable fee/charge before *you* incur it.

Certain amounts in this agreement are (or will be) stated to be inclusive of GST. These include the amounts specified in *our fact sheet* from time to time.

Apart from these amounts, there may be other amounts paid by *you* or by *us* under this agreement 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.

How often will you receive an account?

We will issue *you* an account at least every 3 months. We must send the account:

- (a) to *you* at the address or email 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*.

We will only place *you* on a shortened collection cycle in accordance with the *regulations*.

How can you pay your energy account?

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

You can pay the account using any of the payment methods listed on the account.

If *you* do not pay *your* account 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 *fact sheet*. This clause does not affect *our* right to arrange for *your supply address* to be disconnected under Part 3 of this agreement.

What assistance do we provide for account payment?

If *you* have difficulties paying *your* account, *you* should contact *us* as soon as possible.

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

As a residential customer *you* have a right to:

- have *your* financial circumstances and hardships taken into account when negotiating instalment plans or other payment arrangements;
- receive a summary on request as to how *your* financial circumstances and payment capacity have been assessed;
- have *your* account redirected to a third person where that third person has consented in writing;
- services that make paying *your energy* accounts easier—we offer *you* payment options and instalment plans that take into account *your energy* needs and capacity to pay;
- receive information on how to contact an independent financial counsellor;
- a home *energy* audit (a fee may be charged for this service); and
- receive information on various concessions and relief schemes managed by relevant government departments.

Can you have your account reviewed?

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

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

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

You must also pay any future accounts (except any portions of those accounts that *you* have also asked *us* to review).

We may recover from *you* any amount *you* have been undercharged. Where *you* have been undercharged as a result of *our* error or the *distributor's* error, *we* can only recover the amount undercharged in the 12 months prior to *your* last account. *You* may pay this amount in instalments over a period of time equivalent to the period during which *you* were undercharged, but not greater than 12 months.

Where *we* identify that *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 account, or if *you* are no longer purchasing *energy* from *us* *we* will pay *you* within 10 business days. Where the amount overcharged is more than \$100, and *you* have already paid that amount, *we* must repay within 10 business days the amount to *you* or to another person, as directed by *you*.

How do we calculate your account?

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

- (a) the account for *energy* sold 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 agreement during the *billing cycle*.

The account will also include amounts due to the *distributor*.

Estimating the energy usage

If there is an approved estimating system or *your* meter is unable to be read for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of *energy* which was purchased from *us* at *your supply address* may be estimated by using other information (such as *your* previous accounts or *your energy* usage history or, if *you* do not have a prior *energy* usage history at that *supply address*, the average usage of *energy* by a comparable customer over the corresponding period).

When *your* meter is subsequently read, the account will be adjusted for the difference between the estimate and the actual amount of *energy* used, based on the reading of the meter.

If the meter is unable to be read due to *your* actions, *we* can bill *you* the charge shown in the *fact sheet* for returning to *your supply address* to read the meter.

Is a security deposit required?

For residential customers, we may require a deposit as permitted by the *regulations* if you:

- still owe money from a previous address;
- have used *energy* unlawfully within the past two years;
- have an unsatisfactory credit rating or have failed to provide to us credit history information; or
- have refused to provide acceptable identification to us as set out in the regulations, and you have refused an offer from us to enter into an instalment plan or other payment option.

For business customers, we may require a deposit as permitted by the *regulations* if you:

- do not have a satisfactory *energy* account payment record determined in accordance with the regulations; or
 - you have an unsatisfactory credit rating determined in accordance with the regulations.
- If you do not pay a security deposit upon request, we may disconnect your *energy* supply.

Use of your security deposit

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*.

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

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

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

We will only use and manage your security deposit in accordance with the *regulations*, and will return your deposit as required by the *regulations*.

How do we manage credit and debt collection?

We may seek to carry out a credit check on you and use the information to establish your credit rating. Our credit management and debt collection processes are in accordance with the *regulations*. In line with the *regulations*, we may report an overdue payment to a credit-reporting agency.

We will not start legal action to collect money owing while you are making payments according to an agreed arrangement. Where there is a dishonoured payment (e.g. where a cheque or credit card payment is not honoured), and we incur a cost as a result, you must reimburse us that cost.

Part 3: Disconnection and reconnection

Why would we disconnect you?

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 account 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 *energy* illegally or breach Part 11 of this agreement;
- (d) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

There are some limitations under the *Energy Retail Code* on our right to disconnect your supply where you have not paid your bills because of a lack of sufficient income. If you are experiencing financial difficulty we can provide you with information about assistance available to you if you contact us.

Compliance 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*.

Despite anything else in this agreement, *your energy* supply may be disconnected or interrupted for the following reasons:

- for health and safety reasons;
- for maintenance;
- in an *emergency*;
- at the direction or request of a *regulator*;
- *you* are using *energy* in a way that doesn't meet the *regulations*; or
- this agreement has terminated and *we* are permitted to by the *regulations*.

Are there times when *you* can't be disconnected?

We will not disconnect *you*:

- if *you* have provided confirmation that *you*, or someone living with *you* at the *supply address*, depend on a life support machine or approved medical exemption;
- if *your* formal complaint to the Energy Industry Ombudsman of South Australia directly related to the reason for disconnection remains unresolved;
- if *your* application for assistance from concession, rebate or grant agencies has not been decided;
- for failing to pay *us* for something other than *energy*;
- after 3pm Monday to Thursday; on a Friday; on a weekend; a public holiday, or on the day before a public holiday; except in the case of a planned interruption or other reasons as required by *your distributor*; or
- on an extreme heat day as defined in the *Energy Retail Code*.

If *you* are disconnected, when will *we* reconnect *your energy* supply?

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

We may refuse to arrange reconnection and terminate *your* agreement with *us* 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).

A reconnection fee may be charged. If *you* are an electricity customer and contact *us* by 4pm on a business day, or if *you* are a gas customer and contact *us* by 3pm on a business day, *we* will reconnect *your supply address* that day. After 4pm or 3pm (depending on the fuel *you* contact *us* about) and before 9pm on a business day, *you* can still be reconnected that day for an after-hours reconnection fee.

Part 4: How to end this agreement

Is there a cooling-off period?

For new customers, once *you* have entered this agreement, *you* have the right to cancel it within 10 business days beginning on the date *you* receive this agreement from *us*. If *your* agreement with *us* is an unsolicited consumer agreement under the *Competition and Consumer Act*, the standard cooling-off period is 10 business days beginning the first business day after *you* have entered into this *agreement* with *us* and received a copy of the agreement. *You* may cancel the agreement within the cooling-off period by providing *us* with notice in writing by methods *we* specify (which may including by fax, post or email) which indicates *your* intention to cancel.

If *you* have consumed *energy* or other services during the cooling-off period, *you* will have to pay *us* for it unless your agreement is an unsolicited consumer agreement under the *Competition and Consumer Act*.

How can you end this agreement?

Once the cooling-off period has ended, *you* must give *us* advance notice before terminating this agreement.

Where *you* are a Market Contract Customer (see part 12) and are not vacating *your supply address* and wish to terminate this agreement *you* must give *us* at least 20 business days' notice.

Where *you* are a Default Contract Customer (see Part 12) and are not vacating *your supply address* and wish to terminate this agreement, *you* are not required to provide any prior notice.

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 account.

When *we* receive the notice, *we* must use *our* best endeavours to arrange that the meter is 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 account 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 *energy* purchased at the *supply address* until:

- (a) *we* become aware that *you* have vacated *your supply address* and *your* meter has been read; or
- (b) *you* give *us* the required notice; or
- (c) someone else commences to purchase *energy* from *us* or another retailer for that *supply address*.

If *you* have entered into an agreement to purchase *energy* for a minimum period, *you* will need to pay *us* an exit fee if *you* wish to end the agreement earlier, unless:

- the *regulations* prevent *us* from charging an exit fee,
- termination of this agreement is due to a material breach by *us*; or
- an extended cooling-off period applies under the *Competition and Consumer Act*.

If *your energy* agreement contains an exit fee, *we* will provide *you* with details of that fee and how it will be calculated prior to entering into to the agreement with *you*. The exit fee *we* charge will be fair and reasonable having regard to costs incurred by *us*. If *you* wish to transfer, this agreement will remain in place until *you* have successfully transferred.

How can we end this agreement?

We may terminate this agreement immediately if, having breached this agreement, *you* have been disconnected and *you* no longer have the right to be reconnected, or under the terms of any specific agreement with *you*.

If *your* usage means that *you* fall into a different category of customer under the *regulations*, and are no longer entitled to be supplied under this agreement, *we* may terminate this agreement.

What effect does a last resort event have?

This agreement will terminate immediately in the event that *we* are no longer entitled to sell *energy* to *you* because of a *last resort event*. Upon the occurrence of a *last resort event*, *we* will, within one business day, provide *your* details to the retailer appointed to *your supply address*.

What effect does ending this agreement have?

We will not have any further obligation under this agreement to sell *you energy*, but *you* will need to pay any outstanding debts. The ending of this agreement doesn't change any rights and obligations that accrued at the time of the termination and the operation of other clauses continue. For example, *you* will still need to provide access to *your supply address* to allow access for the removal of the meter.

Part 5: Other responsibilities

What are *your* other obligations?

You need to:

- apply for *energy*;
- pay charges including connection and reconnection charges by the pay-by date;
- provide *us* with acceptable identification, contact details, and the details of the property owner or agent where the *supply address* is a rental property;
- provide the information necessary for *energy* to be connected at *your supply address*;
- tell *us* as soon as possible if *your* contact details change;
- tell *us* if someone else is responsible for paying for *energy*; and
- make sure *you* don't take more *energy* than is allowed by *your distributor* for *your supply address*.

What additional information can *you* request?

By contacting *our* customer service centre *you* can receive:

- information on *your* supply;
- accounts and information on how *you* can pay;
- typical running costs of appliances;
- *your energy* usage and how to save money on *your energy*;
- a copy of the *Energy Retail Code* and this Customer Charter, including a large print version;
- advice on pricing;
- historical billing information for *your supply address* for up to the last 2 years or for such lesser period that *you* have been *our* customer (a fee may be charged for additional or multiple requests);
- a language interpreter service;
- advice on the availability of independent financial and other relevant counselling;
- information on concessions, rebates or grants available to residential customers;
- advice on how to improve *energy* efficiency;
- *our* range of published prices;
- *our additional retail charges* and *our* other charges;
- information on network charges; and
- information on *our* market contract prices.

Appointments

We will do *our* best to be on time for any appointment with *you* and will comply with any relevant requirements in the *regulations*.

Part 6: What to do if *you* are not satisfied

We try hard to ensure that problems don't arise. The good news is that when problems do arise, *we* have a clear and simple way to resolve them. *We* want *you* to tell *us* about *your* problem and *we* will make every effort to resolve it immediately at *your* initial contact. *We* will continue to work with *you* until the problem is resolved to *your* satisfaction.

Where concerns remain, *your* problem will be referred to *our* Customer Relations Unit, which will review the case and notify *you* of a decision. Some matters, such as supply quality problems, will have to be referred to a *distributor* and may take a longer time to resolve due to their technical nature. *We* will advise *you* where there is likely to be a significant delay in investigating *your* problem, and provide *you* with details of when *we* expect to have a resolution and how to contact *us* in the meantime. In all cases *you* should talk to *us* first. It speeds resolution and allows timely review of the matter, allowing *us* to make improvements for the benefit of all *our* customers. In the event that *you* are still not satisfied, *you* can refer *your* problem—free of any charge—to the Energy Industry Ombudsman of South Australia.

Part 7: Looking after *your* meter

What do we do to connect *you*?

If *you* have applied for connection, *we* will ask *your distributor* to connect *your supply address* as soon as possible.

What is *your NMI* or *MIRN*?

Your NMI or *MIRN* is a unique number on *your* property that identifies *your energy* meter. If *you* switch retailers *you* must quote *your NMI* or *MIRN*. It will appear on *your energy* account.

What should *you* do if *you* think that *your* meter is faulty?

You may ask *us* to test the meter at *your supply address*. If the meter is recording correctly within the *regulations*, *you* will be charged for the test. *We* may ask *you* to pay this charge in advance but will refund the fee if the meter is faulty.

What do *you* need to know about property access and meter responsibility?

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

We must have safe, convenient and unhindered access to *your* premises to install, remove or inspect the meter, connect or disconnect the supply, inspect or test the meter installation, prune or clear vegetation, and undertake repairs or maintenance. *Our* representatives must always carry or wear official identification and show it to *you* on request.

Where there is something at *your supply address* that may be a danger, *you* must inform *us* and take action to minimise the danger to *our* representatives. *You* must keep the meter safe from hazards and interference. *You* do not own the meter or any part of the *energy* distribution system.

Part 8: In what circumstances are we not liable?

The quality, frequency and continuity of supply of *energy* is subject to a variety of factors outside of *our* control; for example, accidents, weather and the acts of third parties such as other customers, generators, electricity distribution and transmission owners, gas production facilities and pipeline owners, and *regulators*.

The nature of *energy* supply is such that *we* cannot guarantee to *you* the quality, frequency or the continuity of supply of *energy* to *you*, but this agreement does not vary or exclude any immunity, limitation of liability or indemnity that may be provided in the *regulations*.

Variations in voltage are an inherent characteristic of electricity supply involving a rapid decrease (dip) or increase (spike) in voltage and cannot be completely prevented. Variations in voltage can be in excess of the voltage range tolerated by domestic appliances and business equipment, and may cause damage.

Variations in gas pressure may also cause damage or interruption to supply.

If *you* do suffer any loss, damage or harm as a result of a variation in voltage *you* may be able to receive compensation from *your distributor*.

We are responsible for loss or damage suffered by *you* as a result of:

- *our* breach of a condition, warranty or statutory guarantee under the *Competition and Consumer Act*; and
- *our* breach of this agreement and *our* negligence if the loss or damage was (or should have been) reasonably foreseeable by both *you* and *us* when this contract was entered into.

Subject to the statement above, *we* are not liable for:

- any loss or damage *you* suffer arising from:
- any fluctuation or distortion (in voltage magnitude, voltage waveform or frequency) or variation or interruption to the supply of electricity or gas or from any such supply not being or remaining continuous;
- *us* discontinuing the supply of electricity or gas in accordance with the terms of this contract; or

- any act or omission of *your distributor*;
- loss or damage that was not reasonably foreseeable;
- loss or damage that was not caused by *our* breach of this agreement or by our negligence;
- any increase in loss or damage that was caused by *your* breach of contract or *your* negligence; or
- business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers.

You must take reasonable steps to minimise the extent of any loss or damage *you* may suffer as a result of the provision of services under this agreement. If *you* are a business customer, this includes taking reasonable precautions to minimise the risk of loss or damage to *your* equipment, premises or business that may result from quality, frequency, pressure or reliability of *energy* supply. This Part 8 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.

This Part 8 survives the termination of this agreement.

When can we claim indemnity from you?

You must indemnify *us* for any breach by *you* of this agreement or *your* negligence to the maximum amount for which *we* are entitled to be compensated under the common law (including in equity) or statute for *your* breach or negligence.

Part 9: Who is liable if a *force majeure* event occurs?

If, but for this Part 9, either party would breach this agreement due to the occurrence of a *force majeure* event:

- (a) the obligations of the party under this agreement, 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.

For the purposes of this clause, 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.

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

Nothing in this clause 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.

Nothing in this Part 9 varies or excludes the operation of section 78 of the National Electricity Law.

Part 10: Other rules that apply

Are there other rules that apply to this agreement?

This agreement is subject to any *regulations*, and *you* and *we* both agree to comply with all requirements in the *regulations*, except to the extent modified by *your* agreement with *us* where that is permitted by the *regulations*. *You* must co-operate with *us* and the *distributor* in the exercise of their powers, rights or obligations under this agreement or the *regulations*.

In particular, the *Energy Retail Code* sets out *our* obligations to *you*, and *your* obligations to *us*. This agreement is subject to any minimum requirements set out in the *Energy Retail Code*, and will be amended automatically. If there are changes occurring to the *Energy Retail Code* which make this agreement inconsistent with the *Energy Retail Code*, this agreement should be read as if it were changed to reflect the changes to the *Energy Retail Code*. *We* will provide *you* with a free copy of the *Energy Retail Code* upon request.

A range of other laws including consumer protection laws under the *Competition and Consumer Act*, guidelines and the terms of our retail licences govern your energy supply.

What happens if you have special medical needs?

If a person residing at *your supply address* requires an approved life support system, and *you* provide *us* with confirmation of this from a medical practitioner or a hospital, *we* will make special arrangements to ensure *your* supply is not disconnected and give *you* an *emergency* telephone contact number.

You must give *us* notice if the person requiring the life support equipment vacates *your supply address* or no longer requires the life support equipment.

Information we need and how we use your information

You must provide *us* with all information *we* reasonably require for the purposes of this agreement. All information must be correct.

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 *energy* changes).

We comply with the standards of collection, disclosure and access of personal information detailed in the *Privacy Act 1988* (Cth). *We* collect *your* personal information where it is related to one or more of *our* business activities. This collection will always be by lawful means and the purpose of the collection shall always be clear and explicit.

As a general rule, *we* must keep *your* information about *you* confidential.

We may, however, disclose information about *you*:

- (a) if required 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.

Further information on privacy matters can be obtained by applying in writing to:

The Privacy Officer
TRUenergy Australia
Locked Bag 14060
Melbourne 8001

or visit us at www.truenergy.com.au/privacy.xhtml

How can this agreement be transferred?

We may assign this agreement to another party in the event that *we* sell all or substantially all of *our* retailing business. *We* will give *you* notice of this. Any new agreement created under this clause will be on the same terms as this agreement. Otherwise *we* will only assign *your* agreement with *your* consent.

You need to get *our* consent if *you* want to assign this agreement.

Part 11: Use of energy and illegal use

You must not:

- (a) allow *energy* purchased from *us* to be used other than at the *supply address* and in accordance with this agreement or the *Energy Retail Code*;

- (b) use at the *supply address energy* purchased for use at another address;
- (c) sell *energy* to any other person except in accordance with a licence issued by the *Commission* or with an exemption granted under the Electricity Act 1996 (SA) or Gas Act 1997 (SA) as may be applicable;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow *energy* supplied to the *supply address* to bypass the meter;
- (f) give *us* false information about which tariffs and charges should apply to *you*; or
- (g) use *energy* sold under a specific tariff for a purpose other than that contemplated by that tariff.

If *you* have committed one of these illegal acts, *we* may, in accordance with the *Energy Retail Code*:

- (a) estimate the amount of the *energy* so obtained that *you* have not paid yet and bill *you* for that amount;
- (b) recover that amount from *you*; and
- (c) request *your distributor* to disconnect *your supply address* immediately.

Part 12: Customer agreements

Who is a Market Contract Customer?

You may choose to sign a market contract with *us* in which there are some variations to the terms and conditions in this Customer Charter. The market contract will begin after *we* have received *your* explicit informed consent and will end according to conditions specified in the terms and conditions.

Market contracts are not required to be published and are not approved by the government but are still subject to the *Energy Retail Code*, *regulations* and other laws.

Who is a Default Contract Customer?

If *you* have taken supply of *energy* at a *supply address* on or after 1 January 2003 without first entering into a supply contract for that *supply address* with *us* or another retailer, and *we* were the last retailer to have a supply contract with a customer for the sale of *energy* for that *supply address*, *you* are a default contract customer of *ours*.

The terms and conditions governing *our* sale of *energy* to *you* are provided in *our* default customer contract which is published in the government gazette.

How do we send notices to each other?

We may give each other notice in writing only. Written notices may be delivered by hand, by fax, by mail or by email to the address last notified to each other.

Also *we* may give certain notices such as prior notice of a change to our standard rates by publishing the notice in a newspaper circulating generally in South Australia. *You* may give *us* notice of termination during an applicable cooling-off period by methods *we* specify which may include phone, fax, email, in writing, or in person.

Part 13: Definitions of terms used in this agreement

'additional retail charges' means a charge relating to the supply and sale of *energy* by *us* to *you* other than a charge based on the price applicable to *you*.

To avoid doubt, any network charge or other charge relating to the supply, but not sale, of *energy* to *your supply address* is not an *additional retail charge*, such as any charges levied by the *distributor* and approved by the *Commission*.

'Commission' means the Essential Services Commission established under the Essential Services Commission Act 2002 (SA).

'Competition and Consumer Act' means the *Competition and Consumer Act 2010 (Cth)* and any other applicable consumer protection laws.

'distributor' means the entity who owns or operates the distribution system through whose network *your supply address* is provided with *energy*.

'Energy Retail Code' means the Code made by the *Commission* relating to the sale of *energy* to certain customers, including *you*.

'emergency' means an *emergency* or intervention in the market or direction requiring interruption, curtailment or disconnection due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys, damages or threatens to destroy or damage any property, or anything which *we*, the *distributor* or the *regulator* or any authority under the *regulations* considers to be an *emergency* in their absolute discretion.

'energy' means electricity and/or gas that *we* supply *you* with.

'fact sheet' means *our* list of current tariffs and charges applying to *you* from time to time.

'force majeure event' means an event outside the control of *us* or *you*.

'last resort event' means an event which triggers the operation of *our* last resort scheme approved by the *Commission*.

'NMI' means the national meter identifier for electricity meters.

'MIRN' means the meter installation reference number for gas meters.

'regulations' means any acts, rules, regulations, guidelines, licences or codes, including the *Energy Retail Code* and the like, that regulate the parties or the *energy* industry in South Australia as varied or replaced from time to time.

'regulator' means anybody with whose directions or requests *we* or other parties are required to comply under the *regulations*.

'supply address' means the address for which *you* have agreed to or are deemed by the *regulations* to purchase *energy* from *us*.

'TRUenergy,' 'us,' 'our,' 'ours,' or 'we' means TRUenergy Pty Ltd ABN 99 086 014 968.

'You' (or **'your'**) means the person who has accepted (or has been deemed to have accepted) this agreement (including any preceding versions of this agreement) and who is either a market contract customer or a default customer provided that:

- if *you* are an electricity customer, *you* consume less than 160 MWh/year;
- if *you* are a gas customer, *you* consume less than 5TJ/year.

In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of any part of this agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency and vice versa, and that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) an event which is required under any term or condition set out in this agreement to occur on or by a stipulated day which is not a business day may occur on or by the next business day;
- (f) *we* are not in a position to connect, disconnect or reconnect the system at *your supply address* to a *distributor's* distribution system. A reference in a term or condition set out in this agreement to *us* connecting, disconnecting or reconnecting *you* is to be construed in accordance with the *Energy Retail Code*;
- (g) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
- (h) if the customer consists of more than one person, each person is jointly and severally bound by the obligations under the terms of this agreement; and
- (i) where this agreement requires or permits *us* to perform an action or to use confidential information, then *we* may perform the action or use the confidential information through an agent, contractor or a related company.

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

The laws of South Australia govern this agreement.

Who to contact for further assistance

If *you* have a query or a complaint relating to the sale of *energy* by *us* to *you*, or this agreement generally, *you* may contact *us* as follows (as updated and notified to *you* from time to time).

TRUenergy

Phone:

Customer service and account enquiries: 133 466

Supply and maintenance (24 hours): 131 366

Faulty street lights: 1800 676 043

Telephone interpreter service: 131 450

TTY (for hearing-impaired customers): 1300 368 536

Locating *your* network provider: 133 466

Mail:

TRUenergy

Locked Bag 14060

Melbourne VIC 8001

Energy Industry Ombudsman of South Australia

GPO Box 2947, Adelaide, South Australia, 5001

Free Call (from Australia): 1800 665 565

Free Fax (from Australia): 1800 665 165

Overseas Call: 61 8 8216 1888

Overseas Fax: 61 8 8216 1844

www.eiosa.com.au

Essential Services Commission of South Australia

GPO Box 2605, Adelaide, South Australia, 5001

Phone: 08 8463 4444

Fax: 08 8463 4449

www.escosa.sa.gov.au

Family and Youth Services

Locations throughout South Australia. Refer to *your* White Pages for contact details

South Australia

Administrative Arrangements (Transfer of Land to Urban Renewal Authority) Proclamation 2012

under section 7 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Transfer of Land to Urban Renewal Authority) Proclamation 2012*.

2—Commencement

This proclamation will come into operation on 1 March 2012.

3—Transfer of certain land

The land described in Schedule 1 (and any improvements on the land), being land held by the Minister for State Development for the functions and activities of Defence SA, is transferred to the Urban Renewal Authority.

Schedule 1—Description of land

Section 694, Hundred of Port Adelaide

Lot 120 Deposited Plan (*DP*) 56689

Lot 1001 DP 28765

Pieces 100 and 102 DP 24406

Lot 103 DP 26263

Lots 22, 24, 25, 28, 33 and 34 in DP 27887

Lot 11 DP 73109

Lot 104 DP 55106

Lot 200 DP 58430

Lots 2 and 3 DP 28523

Lot 205 DP 64682

Lots 101, 102 and 103 DP 82690

Lots 23 and 27 DP 76309

Lots 502 and 2002 DP 87145

Lots 7, 8, 10, 12, 13, 14 and 15 DP 76925

Lot 99 DP 84951

Lots 52 and 53 DP 41576

Lot 16 DP 68407

Lots 5 and 6 DP 74306

Pieces 404 and 405 DP 77454

Lot 900 DP 77454

Lot 11 DP 57880

Lot 50 DP 41577

Pieces 502 and 503 DP 80196

Lots 10 and 11 DP 73873

Lots 38, 39, 40, 41, 42 and 43 DP 3003

Lot 51 DP 61947

Lots 46 and 47 DP 5774

Lot 4 DP 65566

Lot 5 DP 72242

Lots 700 and 702 DP 74460

Lot 38 DP 75708

Lot 52 DP 75890

Lot 113 DP 77430

Lots 21, 22, 23 DP 77698

Lot 53 DP 874

Lot 5 DP 34655

Lot 152 DP 41167

Lot 501 DP 71311

Lot 301 and 302 DP 69128

Pieces 309, 310, 311 and 312, DP 69128

Lot 10 DP 58866

Lots 409, 415 and 504 DP 63605

Lot 105 DP 57828

Lots 541, 544 and 545 DP 82811

Pieces 22, 23, and 24 DP 72191

Lots 101, 102, 103, 104, 105, 106, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 128, 129, 130 and 131 DP 87145

Lot 51 DP 75626

Lot 501 DP 61363

Made by the Governor

with the advice and consent of the Executive Council
on 1 March 2012

DPC12/009CS

South Australia

Liquor Licensing (Dry Areas—Long Term) Variation Regulations 2012

under the *Liquor Licensing Act 1997*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Liquor Licensing (Dry Areas—Long Term) Regulations 1997*

- 4 Variation of Schedule 1—Long term dry areas

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Liquor Licensing (Dry Areas—Long Term) Variation Regulations 2012*.

2—Commencement

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

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 *Liquor Licensing (Dry Areas—Long Term) Regulations 1997*

4—Variation of Schedule 1—Long term dry areas

Schedule 1—after the item headed "Ceduna and Thevenard—Area 3" insert:

Ceduna and Thevenard—Area 4

(there is no plan for this area)

The area in and adjacent to Ceduna bounded as follows: commencing at the point at which the prolongation in a straight line of the northern boundary of Lot 12 DP 54370 meets the low water mark of Murat Bay, then generally north-westerly along

Continuous until 30 April 2012.

The consumption and possession of liquor are prohibited.

the low water mark to the point at which it is intersected by the prolongation in a straight line of the western boundary of Lot 6 FP 4874, then north-easterly along that prolongation to the southern boundary of Section 197 Hundred of Bonython, then generally easterly along the southern boundary of Section 197 to the eastern boundary of the Section, then northerly along that eastern boundary to the point at which the eastern boundary of Section 197 meets the southern boundary of Denial Bay Road, then south-easterly along that boundary, and the prolongation in a straight line of that boundary, of Denial Bay Road to the eastern boundary of the Eyre Highway, then southerly along that boundary of the Eyre Highway to the point at which it meets the northern boundary of Lot 12 DP 54370, then westerly along the prolongation in a straight line of the northern boundary of Lot 12 to the point of commencement.

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

with the advice and consent of the Executive Council
on 1 March 2012

No 11 of 2012

MLI0002/12CS

South Australia

Education and Early Childhood Services (Registration and Standards) Variation Regulations 2012

under the *Education and Early Childhood Services (Registration and Standards) Act 2011*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Education and Early Childhood Services (Registration and Standards) Regulations 2011*

- 4 Variation of Schedule 2—Further transitional and savings provisions
 - 5 Retrospective effect of regulations
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Education and Early Childhood Services (Registration and Standards) Variation Regulations 2012*.

2—Commencement

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

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 *Education and Early Childhood Services (Registration and Standards) Regulations 2011*

4—Variation of Schedule 2—Further transitional and savings provisions

Schedule 2 clause 1(4), definition of *initial transitional period*, (a)—delete "28 February 2012" and substitute:

31 March 2012

5—Retrospective effect of regulations

The variation to Schedule 2 clause 1 of the *Education and Early Childhood Services (Registration and Standards) Regulations 2011* made by regulation 4 of these regulations will be taken to have effect from 28 February 2012.

Note—

Section 90(3) of the *Education and Early Childhood Services (Registration and Standards) Act 2011* allows regulations making provisions of a saving or transitional nature to have retrospective effect.

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

with the advice and consent of the Executive Council
on 1 March 2012

No 12 of 2012

MECD12/009-CS

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CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE LOCAL GOVERNMENT ACT 1999

By-Law No. 1—Permits and Penalties

TO provide for a permit system, to fix maximum and continuing penalties for breaches of Council by-laws, to clarify the construction of such by-laws and to repeal by-laws.

1. Repeal of By-laws

All previous by-laws made or adopted by the Council, prior to the date this by-law is made, are hereby repealed effective from the day on which this by-law comes into operation.

2. Definition

In this by-law 'person' includes a natural person, a body corporate, an incorporated association and an unincorporated association.

3. Permits

- 3.1 In any by-law of the Council, unless the contrary intention is clearly indicated, the word 'permission' means the permission of the Council, or such other person as the Council may by resolution authorise for that purpose, given in writing prior to the act, event or activity to which it relates.
- 3.2 Where a by-law requires that permission be obtained, any person seeking a grant of permission must submit a written application to the Council in the form (if any) and accompanied by the fee (if any) prescribed by the Council.
- 3.3 The Council, or such other person as the Council may by resolution authorise for that purpose, may attach such conditions to a grant of permission as it thinks fit, and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- 3.4 Any permit holder shall comply with every such condition.
- 3.5 The Council, or such other person as the Council may by resolution authorise for that purpose, may revoke such grant of permission at any time by notice in writing to the permit holder.

4. Offences and Penalties

- 4.1 Any person who commits a breach of any by-law of the Council shall be guilty of an offence and shall be liable to a maximum penalty being the maximum penalty referred to in the Local Government Act 1999, that may be fixed by law for any breach of a by-law.
- 4.2 Any person who commits a breach of any by-law of the Council of a continuing nature shall be guilty of an offence and, in addition to any other penalty that may be imposed, shall be liable to a further penalty for every day on which the offence is continued, such penalty being the maximum penalty referred to in the Local Government Act 1999, which may be fixed by by-law for a breach of any by-law of a continuing nature.

5. Construction

- 5.1 Every by-law of the Council shall be subject to any Act of Parliament and Regulations made thereunder.
- 5.2 In any by-law of the Council, 'the Council' means the City of Holdfast Bay.

The foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE LOCAL GOVERNMENT ACT 1999

By-Law No. 2—Moveable Signs

TO set standards for moveable signs on roads and to provide conditions for the appearance and placement of such signs.

1. Definitions

In this by-law:

- 1.1 'authorised person' has the same meaning as in the Local Government Act 1999;

1.2 'business' means the business to which a moveable sign relates;

1.3 'business premises' means the premises from which a business, trade or calling is conducted; and

1.4 'footpath area' means:

1.4.1 that part of the road between the property boundary of the road and the edge of the carriageway on the same side as that boundary; or

1.4.2 a footway, laneway or other place made or constructed for the use of pedestrians and not for the use of vehicles;

1.5 'local government land' means land owned by the Council or under the Council's care, control and management except roads;

1.6 'moveable sign' has the same meaning as in the Local Government Act 1999;

1.7 'road' has the same meaning as in the Local Government Act 1999.

2. Construction

A moveable sign must:

2.1 be of a kind known as an 'A' frame or sandwich board sign, an 'inverted 'T'' sign or a flat sign, or, with the permission of the Council, a sign of some other kind;

2.2 be designed, constructed and maintained in good condition so as not to present a hazard to any member of the public;

2.3 be of strong construction so as to be stable when in position and to be able to keep its position in adverse weather conditions;

2.4 not contain any sharp or jagged edges or corners;

2.5 not be unsightly or offensive in appearance or content;

2.6 not rotate or contain moving parts;

2.7 be constructed of timber, cloth, metal, plastic or plastic coated cardboard, or a mixture of such materials;

2.8 not contain flashing lights or be illuminated internally;

2.9 not have balloons, flags, streamers or other things attached to it;

2.10 not be more than 1 100 mm high, 700 mm wide and 700 mm deep;

2.11 not have a display area exceeding 700 mm square in total or, if the sign is two sided, 700 mm square on each side;

2.12 be stable when in position; and

2.13 in the case of an 'A' frame or sandwich board sign:

2.13.1 be hinged or joined at the top;

2.13.2 be of such construction that its sides shall be securely fixed or locked in position when erected; and

2.14 in the case of an 'inverted 'T'' sign, contain no struts or supports that run between the display area and the base of the sign.

3. Appearance

A moveable sign must, in the opinion of an authorised person:

3.1 be painted or otherwise detailed in a competent and professional manner;

3.2 be aesthetically appealing, legible and simply worded to convey a precise message;

3.3 be of such design and contain such colours as are compatible with the architectural design of the premises adjacent to the sign, and which relate well to the townscape and overall amenity of the locality in which it is situated and which do not detract from or conflict with traffic, safety or direction signs or signals; and

3.4 contain combinations of colour and typographical styles which blend in with and reinforce the heritage qualities of the locality and the buildings where it is situated.

4. Placement

A moveable sign must:

- 4.1 only be placed on the footpath area of a road;
- 4.2 where there is no kerb to define the footpath area, be set back from the edge of the carriageway by no less than 400 mm;
- 4.3 in the case of a flat sign, the message of which only contains newspaper headlines and the name of a newspaper, be in line with and against the business to which it relates;
- 4.4 be placed no less than 2 m from any structure, fixed object, tree, bush or plant (including another moveable sign);
- 4.5 be placed directly in front of the business premises to which it relates;
- 4.6 not be placed on a sealed part of any footpath area unless the sealed part is wide enough to contain the sign and still leave a clear thoroughfare of at least 1.8 m;
- 4.7 not be placed on a road where the width of the road (including the footpath area and the carriageway) is less than 4 m;
- 4.8 not be placed within 10 m of the corner of a road;
- 4.9 be adjacent to the premises of the business to which it relates;
- 4.10 not be placed on a landscaped area;
- 4.11 not be placed on a designated parking area or within 1 m of an entrance to or exit from premises; and
- 4.12 not unreasonably restrict the use of the footpath area.

5. Restrictions

5.1 A moveable sign must:

- 5.1.1 only display material which advertises a business being conducted on commercial premises adjacent to the sign or the products available from that business;
- 5.1.2 be limited in number to one moveable sign per business premises;
- 5.1.3 only be displayed when the business to which it relates is open to the public;
- 5.1.4 be securely fixed in position such that it cannot be blown over or swept away;
- 5.1.5 not be placed in such a position or in such circumstances that the safety of any user of the road is at risk;
- 5.1.6 not be displayed during the hours of darkness unless it is in a clearly lit area and is clearly visible; and
- 5.1.7 not to be displayed on a median strip, traffic island or on a carriageway of a street or road.

5.2 A moveable sign must not be displayed on an area of local government land, footpath area or other area forming the boundary of a road in that part of the Council's area:

- 5.2.1 from the western boundary of Brighton Road, Glenelg to the low water mark on the seashore; and
- 5.2.2 between the northern and southern boundary of Jetty Road, Glenelg and between imaginary lines being the western extensions of those boundaries to the low water mark on the seashore.

5.3 If in the opinion of the Council any other area of local government land, footpath area or other area forming the boundary of any road is unsafe or unsuitable for the display of moveable signs the Council may by resolution prohibit or restrict the display or placement of a moveable sign or the times at which a moveable sign may be displayed or placed in that area.

6. Signs on Local Government Land

A person must not, without the Council's permission, display or cause to be displayed a moveable sign on any local government land or resting on or attached to a vehicle on any local government land except a moveable sign:

- 6.1 attached to a licensed taxi;
- 6.2 on or attached to a vehicle belonging to any council and which has been placed on or attached to the vehicle with the consent of the council to which the vehicle belongs;
- 6.3 on or attached to a bus greater than 6 m in length;
- 6.4 on or attached to a vehicle which only has a sign or signs painted on or glued to it the main purpose of which is to identify it as belonging to a business; and
- 6.5 comprising a sunscreen on a vehicle, where any message or trade mark or mark on the sunscreen does not advertise a business being carried on in the vicinity of the place the vehicle is parked, or the products available from that business.

7. Exemptions

- 7.1 Subparagraphs 4.5 and 5.1.1 do not apply to a moveable sign which is used:
 - 7.1.1 to advertise a garage sale taking place from residential premises;
 - 7.1.2 as a directional sign to an event run by an incorporated association or a charitable body; or
 - 7.1.3 with permission of the Council.
- 7.2 Subparagraphs 5.1.1, 5.1.2 and 5.1.3 do not apply to a flat sign the message of which only contains newspaper headlines and the name of a newspaper and which must be displayed and located flat against a wall of the business premises at all times.
- 7.3 This by-law does not apply to a moveable sign which is:
 - 7.3.1 placed on a road pursuant to an authorisation under the Local Government Act 1999 or another Act; or
 - 7.3.2 designed to direct people to the open inspection of any land or building that is available for purchase or lease; or
 - 7.3.3 related to a Commonwealth or State election and is displayed during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or
 - 7.3.4 related to an election held under the Local Government Act 1999 or the Local Government (Elections) Act 1999 and is displayed during the period commencing four weeks immediately before the date that has been set (by or under either Act) for polling day and ending at the close of voting on polling day; or
 - 7.3.5 related to a Referendum and is displayed during the course of and for the purposes of the Referendum.

8. Removal of Non-complying Moveable Signs

8.1 If:

- 8.1.1 the design or construction of a moveable sign that has been placed on a road does not comply with a requirement of this by-law; or
- 8.1.2 the positioning of a moveable sign does not comply with a requirement of this by-law; or
- 8.1.3 any other relevant requirement of this by-law is not complied with; or
- 8.1.4 the moveable sign unreasonably:
 - 8.1.4.1 restricts the use of the road; or
 - 8.1.4.2 endangers the safety of members of the public,

an authorised person may order the owner of the sign to remove the sign from the road.

- 8.2 A person must comply with an order of an authorised person made pursuant to subparagraph 8.1 of this by-law.
- 8.3 If the authorised person cannot find the owner, or the owner fails to comply immediately with the order of an authorised person, the authorised person may remove and dispose of the moveable sign.

- 8.4 The owner or other person entitled to recover a moveable sign removed pursuant to subparagraph 8.3 of this by-law must pay to the Council any reasonable costs incurred by the Council in removing, storing and attempting to dispose of the moveable sign before being entitled to recover the moveable sign.

9. Removal of Complying Moveable Signs

- 9.1 The owner of, or other person responsible for, a moveable sign must remove or relocate the moveable sign at the request of an authorised person if, in the reasonable opinion of that authorised person, and notwithstanding compliance with this by-law, there is any hazard or obstruction or there is likely to be a hazard or obstruction arising out of the location of the moveable sign.

- 9.2 The owner of, or other person responsible for, a moveable sign must remove or relocate the moveable sign at the request of an authorised person for the purpose of special events, parades, road works or in any other circumstances which, in the reasonable opinion of the authorised person, require relocation or removal of the moveable sign to protect public safety or to protect or enhance the amenity of a particular locality.

The foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE LOCAL GOVERNMENT ACT 1999

By-Law No 3—Local Government Land

FOR the management and regulation of the use of and access to local government land vested in or under the control of the Council, including the prohibition and regulation of particular activities on local government land.

1. Definitions

In this by-law:

- 1.1 ‘authorised person’ has the same meaning as in the Local Government Act 1999;
- 1.2 ‘electoral matter’ has the same meaning as in the Electoral Act 1995;
- 1.3 ‘liquor’ has the same meaning as in the Liquor Licensing Act 1997;
- 1.4 ‘local government land’ means land owned by the Council or under the Council’s care, control and management except roads; and
- 1.5 ‘open container’ means a container which:
- 1.5.1 after the contents thereof have been sealed at the time of manufacture and:
- 1.5.1.1 being a bottle, has had its cap, cork or top removed (whether or not it has since been replaced);
- 1.5.1.2 being a can, has been opened or punctured;
- 1.5.1.3 being a cask, has had its tap placed in a position to allow it to be used;
- 1.5.1.4 being any other form of container, has been opened, broken, punctured or manipulated in such a way as to allow access to the contents thereof; or
- 1.5.2 is a flask, glass, mug or other container used for drinking purposes;
- 1.6 ‘park’ has the same meaning as in the Local Government Act 1999;
- 1.7 ‘public place’ has the same meaning as in the Local Government Act 1999;
- 1.8 ‘reserve’ has the same meaning as in the Local Government Act 1999;
- 1.9 ‘road’ has the same meaning as in the Local Government Act 1999;
- 1.10 ‘vehicle’ has the same meaning as in the Road Traffic Act 1961; and
- 1.11 ‘waters’ means any body of water, including a pond, lake, river, creek or wetland, under the care, control and management of the Council.

2. Activities Requiring Permission

No person shall without permission on any local government land:

2.1 Advertising

display any sign for the purpose of commercial advertising other than a moveable sign which is displayed in accordance with the Council’s moveable signs by-law;

2.2 Amplification

use an amplifier or other device, whether mechanical or electrical, for the purpose of amplifying sound;

2.3 Animals

2.3.1 cause or allow any animal to stray onto, move over, graze or be left unattended on any local government land;

2.3.2 cause or allow any animal to enter, swim, bathe or remain in any waters located on local government land to which the Council has resolved this subparagraph shall apply;

2.3.3 lead or drive a horse, cattle or sheep, except where the Council has set aside a track or other area for use by or in connection with an animal of that kind;

2.4 Annoyance

do anything likely to offend or unreasonably interfere with any other person:

2.4.1 using that land; or

2.4.2 occupying nearby premises,

by making a noise or creating a disturbance;

2.5 Aquatic Life

introduce any aquatic life to any waters located on local government land;

2.6 Athletic and Ball Sports

2.6.1 promote, organise or take part in any organised athletic sport;

2.6.2 play any organised competition sport, as distinct from organised social play;

2.6.3 play or practise the game of golf on local government land to which the Council has resolved this subparagraph shall apply;

2.7 Attachments to Trees

attach, hang or fix any rug, blanket, sheet, rope or other material to any tree, shrub, plant, tree guard, notice board, seat, fencepost or other item or structure on local government land except:

2.7.1 any electoral matter attached by or with the authority of a candidate and which is related to a Commonwealth or State election and is attached during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or

2.7.2 any electoral matter attached by or with the authority of a candidate and which is related to an election held under the Local Government Act 1999 or the Local Government (Elections) Act 1999 and is attached during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or

2.7.3 any matter posted during the course of and for the purposes of a Referendum;

2.8 *Camping and Tents*

- 2.8.1 camp or stay overnight; or
- 2.8.2 erect any tent, booth, marquee or other structure for the purpose of habitation for a period of 24 hours or more;

2.9 *Canvassing*

convey any advertising, religious or other message to any bystander, passer-by or person other than any message or material of a government or political nature, provided that such message or material would not jeopardise public order because it is offensive, insulting or might otherwise encourage a breach of the peace;

2.10 *Cemeteries*

comprising a cemetery:

- 2.10.1 bury or inter any human or animal remains;
- 2.10.2 erect any memorial;
- 2.10.3 drive or propel any vehicle except on paths or road constructed and set aside for that purpose and in compliance with any signs that have been erected;

2.11 *Closed Lands*

enter or remain on any part of local government land:

- 2.11.1 at any time during which the Council has declared that part to be closed to the public and which closure is indicated by a sign on or adjacent to that land to that effect;
- 2.11.2 where land is enclosed with fences and/or walls and gates, at any time when the gates have been closed and locked; or
- 2.11.3 where admission charges are payable to enter without paying those charges;

2.12 *Dispose of Dead Animals*

dispose of any dead animals or parts thereof in any Council rubbish bin located thereon;

2.13 *Defacing Property*

deface, paint, spray, write, cut names, letters or make marks on any tree, rock, gate, fence, building, sign, bridge or other property of the Council on local government land;

2.14 *Distributing*

place on any vehicle (without the consent of the owner of the vehicle), or give out or distribute any handbill, book, notice, leaflet, or other printed matter to any bystander, passer-by or other person except any handbill, book, notice, leaflet or other printed matter other than matter of a government or political nature, provided that such matter would not jeopardise public order because it is offensive, insulting or might otherwise encourage a breach of the peace;

2.15 *Donations*

ask for or receive, or indicate that he or she desires, a donation of money or any other valuable item or thing;

2.16 *Encroachment*

erect or place any fencing, posts or other structures or any other items or substances so as to encroach onto the land;

2.17 *Entertaining*

- 2.17.1 sing, busk or play a recording or musical instrument for the purpose of, or so as to appear to be for the purpose of, entertaining others whether or not receiving money;
- 2.17.2 conduct or hold any concert, festival, show, public gathering, circus, meeting, performance or other similar activity;

2.18 *Fires*

subject to the Fire and Emergency Services Act 2005, light any fires except:

2.18.1 in a place provided by the Council for that purpose; or

2.18.2 in a portable barbecue, as long as the barbecue is used in an area that is clear of flammable material for a distance of at least 4 m;

2.19 *Fireworks*

ignite, explode or use any fireworks or rockets;

2.20 *Flora and Fauna*

subject to the Native Vegetation Act 1991 and the National Parks and Wildlife Act 1972:

2.20.1 damage, pick, disturb, interfere with or remove any plant or flower thereon;

2.20.2 lead or drive any animal, or stand or walk, on any flower bed or garden plot;

2.20.3 deposit, dig, damage, disturb, interfere with or remove any soil, stone, wood, clay, gravel, pebbles, timber, bark or any part of the land;

2.20.4 take, interfere with, tease, harm or disturb any animal, bird or marine creature or the eggs or young of any animal, bird or marine creature;

2.20.5 pick, collect, take, interfere with or disturb any fruit, nuts, berries or native seeds;

2.20.6 disturb, interfere with or damage any burrow, nest or habitat of any animal or bird;

2.20.7 use, possess or have control of any device for the purpose of killing or capturing any animal, bird or marine creature;

2.20.8 burn any timber or dead wood;

2.21 *Games*

2.21.1 promote, organise or participate in any game, recreation or amusement which involves the use of a ball, missile or other object which by the use thereof may cause or be likely to cause injury or discomfort to any person being on or in the vicinity of that land or detract from or be likely to detract from another person's lawful use and enjoyment of that land;

2.21.2 fly any model aircraft or operate any power model boat from or on any local government land;

2.21.3 participate in any game, recreation or amusement which is likely to cause damage to lawns, gardens, trees or other property;

2.21.4 participate in any game, recreation or event where the Council has caused a notice to be erected indicating the playing of such a game is prohibited,

and, where taking part in any of the activities referred to in subparagraphs 2.21.1, 2.21.2, 2.21.3 or 2.21.4, all persons must cease those activities in favour of other persons making use of the land unless in a designated sporting area identified by goal posts, cricket pitches or similar equipment or improvements;

2.22 *Glass*

carry or be in possession or charge of any container made in whole or in part of glass on local government land to which the Council has resolved this subparagraph shall apply;

2.23 *Kites*

fly a kite with more than one control string on local government land to which the Council has resolved this subparagraph shall apply;

2.24 *Liquor*

excepting sealed containers, consume, carry or be in possession or charge of any liquor in an open container between the hours of 9 p.m. on any day and 9 a.m. on the day immediately following (provided the land constitutes a park or reserve) except on premises in respect of which a licence is in force pursuant to the Liquor Licensing Act 1997;

2.25 *Litter*

2.25.1 throw, cast, place, deposit or leave any rubbish, dirt or refuse of any kind whatsoever except in a garbage container provided for that purpose;

2.25.2 deposit any soil, clay, stone, gravel, green waste or other putrescible waste or any other matter;

2.26 *Overhanging Articles*

suspend or hang any article or thing from any building, verandah, pergola, post or other structure where it might present a nuisance or danger to any person using local government land;

2.27 *Picking Fruit*

pick fruit, nuts or berries from any trees or bushes thereon;

2.28 *Posting of Bills*

post or allow or cause to be posted any bills, advertisements or other papers or items on a building or structure on any local government land or public place except for:

2.28.1 any electoral matter posted on a building or structure by or with the authority of a candidate which is related to a Commonwealth or State election and is posted during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or

2.28.2 any electoral matter posted on a building or structure by or with the authority of a candidate which is related to an election held under the Local Government Act 1999 or the Local Government (Elections) Act 1999 and is posted during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or

2.28.3 any matter posted during the course of and for the purposes of a Referendum;

2.29 *Removing Soil*

carry away or remove any soil, sand, clay, timber, stones, pebbles, gravel, other organic or inorganic materials or any part of the land;

2.30 *Repairs to Vehicles*

perform the work of repairing, washing, painting, panel beating or other work of any nature on or to any vehicle, except running repairs in the case of breakdown;

2.31 *Rubbish Dumps and Rubbish Bins*

2.31.1 interfere with, remove or take away any rubbish that has been discarded at any rubbish dump on local government land;

2.31.2 remove, disperse or interfere with any rubbish (including bottles, newspapers, cans, containers or packaging) that has been discarded in a Council rubbish bin on local government land;

2.32 *Smoking*

2.32.1 smoke tobacco or any other substance in any building on local government land;

2.32.2 smoke tobacco or any other substance on any local government land or part thereof to which the Council has resolved this subparagraph shall apply;

2.33 *Structures*

erect or allow to remain erected any shed, tent, hut or other structure;

2.34 *Swimming and Aquatic Activity*

enter, swim or engage in any aquatic activity in or on any waters except:

2.34.1 waters that the Council has set aside for that purpose;

2.34.2 in an area where a nearby sign states that such activity is allowed and in accordance with any conditions stated in the sign; or

2.34.3 in the sea;

2.35 *Toilets*

in any public convenience:

2.35.1 urinate other than in a urinal or pan or defecate other than in a pan set apart for that purpose;

2.35.2 smoke tobacco or any other substance;

2.35.3 deposit anything in a pan, urinal or drain which is likely to cause a blockage;

2.35.4 use it for a purpose for which it was not designed or constructed;

2.35.5 enter any toilet set aside for use of the opposite gender except:

2.35.5.1 a child under the age of five accompanying an adult of that gender; and/or

2.35.5.2 for the purpose of providing assistance to a disabled person;

2.36 *Trading*

2.36.1 carry on the business of buying, selling, offering or exposing for sale or the hiring or leasing of any goods, merchandise, commodity, article, service or thing including, but not limited to, any vehicle, watercraft or aircraft;

2.36.2 set up a van or other vehicle, stall, stand, table or other structure, tray, carpet or device for the apparent purpose of buying, selling, offering, displaying or exposing for sale or the hiring or leasing of any goods, merchandise, commodity, article, service or thing including, but not limited to, any vehicle, watercraft or aircraft;

2.37 *Weddings, Funerals or Special Events*

hold, conduct or participate in a marriage ceremony, game, picnic, other event or entertainment on any local government land except where the number of persons attending the event or entertainment does not exceed forty.

3. *Prohibited Activities*

No person shall on local government land:

3.1 *Glass*

wilfully break any glass, china or other brittle material;

3.2 *Interference with Land*

3.2.1 interfere with the land such as levelling or flattening land, planting grass, lawn or other vegetation, paving the land, or otherwise use the land in a manner contrary to the purpose for which the land was designed to be used; or

3.2.2 destroy, damage or deface, or cause or permit to be destroyed, damaged or defaced any local government land or any article, structure, building or thing fixed thereto;

3.3 *Interference with Permitted Use*

interrupt, disrupt or interfere with any person's use of parks or reserves for which permission has been granted;

3.4 *Missiles*

throw, roll or discharge any stone, substance or missile to the danger of any person or animal;

3.5 *Obstruction*

obstruct:

3.5.1 any footpath or bicycle track;

3.5.2 any door, entrance, stairway or aisle in any building; or

3.5.3 any gate or entrance to local government land;

3.6 *Solicitation*

tout or solicit customers for the parking of vehicles or for any other purpose whatsoever;

3.7 *Use of Equipment*

use any item of equipment and/or facilities or other Council property:

- 3.7.1 other than in the manner and for the purpose for which it was designed or set aside; and
- 3.7.2 where any nearby sign states the conditions of use, except in accordance with such conditions;

3.8 *Waste*

- 3.8.1 deposit or leave thereon:
 - 3.8.1.1 anything obnoxious or offensive;
 - 3.8.1.2 any offal, dead animal, dung or filth;
 - 3.8.1.3 any mineral, mineral waste, industrial waste or by-products;
- 3.8.2 foul or pollute any waters situated thereon;
- 3.8.3 deposit any rubbish other than in receptacles provided by the Council for that purpose;
- 3.8.4 deposit in any receptacle any rubbish emanating from domestic or trade purposes, unless designated by a sign or signs.

4. *Removal of Encroachment or Interference*

Any person who encroaches onto or interferes with local government land contrary to this by law must, at the request of an authorised person, whether verbal or written, cease the encroachment or interference and remove the source of the encroachment or interference and reinstate the land to the same standard as the state of the land prior to the encroachment or interference.

5. *Council May Do Work*

If a person fails to remove an encroachment or interference on local government land in accordance with a request of an authorised person pursuant to paragraph 4 of this by-law, the Council may:

- 5.1 undertake the work itself; and
- 5.2 recover the cost of doing so from that person.

6. *Directions*

Any person on local government land must comply with any reasonable direction or request from an authorised person relating to:

- 6.1 that person's use of the land;
- 6.2 that person's conduct and behaviour on the land;
- 6.3 that person's safety on the land;
- 6.4 the safety of other persons on the land;
- 6.5 the enjoyment of the land by other persons; and
- 6.6 the possible damage to lawn, grass, trees, shrubs, buildings, structures or objects on the land.

7. *Removal of Animals and Directions to Persons*

- 7.1 If any animal, person or object is found on any local government land in breach of a by-law:
 - 7.1.1 any person in charge of the animal, person or object shall remove it from the local government land on the request of an authorised person; and
 - 7.1.2 an authorised person may remove the animal or object from the land if a person fails to comply with the request, or if no person is in charge of it.
- 7.2 Any person who is committing or has committed a breach of this by-law must immediately comply with a direction of an authorised person to leave the local government land.

8. *Exemptions*

The restrictions in this by-law do not apply to any Police Officer, Council Officer or Council employee acting in the course and within the scope of that person's normal duties, or to a

contractor while performing work for the Council and while acting under the supervision of a Council Officer, or to the driver of an emergency vehicle when driving an emergency vehicle as defined in the Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 1999 and the Australian Road Rules 1999.

9. *Application*

Sub-paragraphs 2.3.2, 2.6.3, 2.22, 2.23 and 2.32.2 of this by-law shall apply only in such portion or portions of the area as the Council may by resolution direct in accordance with Section 246 (3) (e) of the Local Government Act 1999.

The foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE LOCAL GOVERNMENT ACT 1999

By-Law No. 4—Roads

FOR the management, control and regulation of activities on roads in the Council's area.

1. *Definitions*

In this by-law:

- 1.1 'authorised person' has the same meaning as in the Local Government Act 1999;
- 1.2 'electoral matter' has the same meaning as in the Electoral Act 1995;
- 1.3 'moveable sign' has the same meaning as in the Local Government Act 1999; and
- 1.4 'road' has the same meaning as in the Local Government Act 1999.

2. *Activities Requiring Permission*

No person shall without permission on any road:

2.1 *Advertising*

display any sign for the purpose of commercial advertising, other than a moveable sign which is displayed on a road in accordance with the Council's moveable signs by-law;

2.2 *Amplification*

use an amplifier or other device whether mechanical or electrical for the purpose of amplifying sound or broadcasting announcements or advertisements;

2.3 *Animals*

allow any horse, cattle, sheep or other livestock to stray onto, graze, wander or be left unattended on any road to which the Council has, by resolution, determined this subparagraph shall apply;

2.4 *Camping*

- 2.4.1 erect any tent or other structure of calico, canvas, plastic or similar material as a place of habitation;
- 2.4.2 camp or remain overnight;

2.5 *Donations*

ask for or receive or indicate that he or she desires a donation of money or any other thing or otherwise solicit for charitable purposes;

2.6 *Exhibition or Display*

- 2.6.1 sing, busk or play any recording or musical instrument;
- 2.6.2 conduct or hold any concert, festival, show, public gathering, circus, meeting performance or any other similar activity;
- 2.6.3 cause any public exhibitions or displays;

2.7 *Posting of Bills*

post, or allow or cause to be posted any bills, advertisements or other papers or items on a building or structure on any road except for:

- 2.7.1 any electoral matter posted on a building or structure by or with the authority of a candidate which is related to a Commonwealth or State election and is posted during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or
- 2.7.2 any electoral matter posted on a building or structure by or with the authority of a candidate which is related to an election held under the Local Government Act 1999 or the Local Government (Elections) Act 1999 and is posted during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- 2.7.3 any matter posted during the course of and for the purposes of a Referendum;

2.8 *Repairs to Vehicles*

perform the work of repairing, washing, painting, panel beating or other work of any nature on or to any vehicle, provided that this paragraph shall not extend to running repairs in the case of breakdown.

3. *Directions*

Any person on a road must comply with any reasonable direction or request from an authorised person relating to:

- 3.1 that person's use of the road;
- 3.2 that person's conduct and behaviour on the road;
- 3.3 that person's safety on the road;
- 3.4 the safety of other persons on the road;
- 3.5 the enjoyment of the road by other persons; and
- 3.6 the possible damage to lawn, grass, trees, shrubs, buildings, structures or objects on the road.

4. *Removal of Animals and Directions to Persons*

- 4.1 If any animal is found on a road in breach of a by-law any person in charge of the animal shall remove it on the request of an authorised person.
- 4.2 An authorised person may:
 - 4.2.1 remove the animal if a person fails to comply with the request, or if no person is in charge of the animal;
 - 4.2.2 direct any person who is considered to be committing or has committed a breach of this by-law to leave that part of the road, and failure to comply with that direction forthwith is a breach of this by-law; and
 - 4.2.3 direct any person who is considered to be committing or has committed a breach of this by-law to cease that action and to take specified action to remedy the breach.

5. *Exemptions*

The restrictions in this by-law do not apply to any Police Officer, Council Officer or employee acting in the course and within the scope of that person's normal duties, or to a Contractor while performing work for the Council and while acting under the supervision of a Council Officer or an Emergency Worker when driving an emergency vehicle while driving that vehicle in relation to an emergency situation as defined in the Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 1999 and the Australian Road Rules 1999.

6. *Application of Paragraphs*

Sub-paragraph 2.3 of this by-law shall apply only in such portion or portions of the area as the Council may by resolution direct in accordance with Section 246(3)(e) of the Local Government Act 1999.

The foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE DOG AND CAT MANAGEMENT ACT 1995 AND THE LOCAL GOVERNMENT ACT 1999

By-Law No. 5—Dogs

TO limit the number of dogs that can be kept on premises and to provide for the management and control of dogs within the Council's area.

1. *Definitions*

In this by-law unless the context otherwise requires:

- 1.1 'approved kennel establishment' means a building, structure, premises or area approved by the relevant authority pursuant to the Development Act 1993 or otherwise lawfully established for the keeping of dogs and/or cats on a temporary or permanent basis;
- 1.2 'assistant dog' means an accredited hearing dog, guide dog or disability dog as defined in the Dog and Cat Management Act 1995;
- 1.3 'local government land' has the same meaning as in the Local Government Act 1999;
- 1.4 'premises' includes land and part of any premises or land whether used or occupied for domestic or non-domestic purposes;
- 1.5 'small dwelling' means a self-contained dwelling commonly known as a flat, service flat, home unit or the like.

2. *Limit On Dog Numbers*

A person must not, without the Council's permission, keep more than:

- 2.1 one dog in a small dwelling; and
- 2.2 two dogs in any premises other than a small dwelling.

3. *Exemptions*

The limits set out in paragraph 2 of this by-law do not apply:

- 3.1 to an approved kennel establishment operating in accordance with all required approvals and consents; or
- 3.2 to any business involving dogs which is registered in accordance with the Dog and Cat Management Act 1995; or
- 3.3 where the Council otherwise grants permission.

4. *Dog Free Areas*

A person must not, on any local government land to which this paragraph applies, cause, suffer or permit any dog (except an assistant dog) under that person's control, charge or authority to be or remain in that place.

5. *Dog On Leash Areas*

A person must not, on any local government land to which this paragraph applies, cause, suffer or permit any dog under that person's control, charge or authority to be or remain in that place unless such dog is restrained by a strong chain, cord or leash not exceeding 2 m in length and either tethered securely to a fixed object or held by a person capable of controlling the dog and preventing it from being a nuisance or a danger to other persons.

6. *Dog Exercise Areas*

Subject to paragraphs 4 and 5 of this by-law,

- 6.1 any person may enter upon any part of local government land for the purpose of exercising a dog under that person's control; and
- 6.2 where a person enters upon such part of local government land for that purpose, he or she shall ensure that the dog or dogs remain under effective control either by means of physical restraint or by command, the dog or dogs being in close proximity to the person and the person being able to see the dog or dogs at all times.

7. *Dog Faeces*

A person must not, on any local government land, while in control or charge of a dog, fail to carry a bag or other suitable receptacle for the purpose of picking up and lawfully disposing of any faeces that the dog deposits on local government land.

8. *Application of Paragraphs*

Paragraphs 4 and 5 of this by-law shall apply only in such portion or portions of the Council's area as the Council may by resolution direct in accordance with Section 246 (3) (e) of the Local Government Act 1999.

The foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE DOG AND CAT MANAGEMENT ACT 1995 AND THE LOCAL GOVERNMENT ACT 1999

By-law No. 6—Cats

TO limit the number of cats that can be kept on premises and to provide for the management and control of cats in the Council's area.

1. *Definitions*

In this by-law unless the context otherwise requires:

- 1.1 'approved kennel establishment' means a building, structure, premises or area approved by the relevant authority pursuant to the Development Act 1993 or otherwise lawfully established for the keeping of cats and/or dogs on a temporary or permanent basis;
- 1.2 'cat' has the same meaning as in the Dog and Cat Management Act 1995;
- 1.3 'keep' includes the provision of food or shelter;
- 1.4 'identified cat' means a cat identified in the manner set out in Regulation 9 of the Dog and Cat Management Regulations 1995;
- 1.5 'premises' includes land and part of any premises or land whether used or occupied for domestic or non-domestic purposes;
- 1.6 'unidentified cat' means a cat that is not identified in the manner set out in Regulation 9 of the Dog and Cat Management Regulations 1995.

2. *Cats Not to Be a Nuisance*

No person shall keep or allow to remain on any premises of which he or she is the owner or occupier, any cat or cats so as to be a nuisance or injurious to health by reason of:

- 2.1 the noise or odour generated by the presence of the cat or cats;
- 2.2 the aggressive nature of the cat or cats; or
- 2.3 the cat or cats being allowed to wander from the land.

3. *Limit on Cat Numbers*

- 3.1 No person shall, without permission:
 - 3.1.1 keep a cat of or over the age of three months unless the cat is an identified cat;
 - 3.1.2 keep more than two cats on any premises.
- 3.2 The limit set out in subparagraph 3.1.2 of this by-law does not apply to a person who is keeping more than two cats on any premises at the time this by-law comes into effect provided that:
 - 3.2.1 all the cats being kept on the premises are desexed;
 - 3.2.2 no insanitary condition is being caused by the cats or the keeping of the cats on the premises; and
 - 3.2.3 no nuisance is being caused by the cats or by the keeping of the cats on the premises.
- 3.3 Notwithstanding subparagraph 3.2 of this by-law, the limit set out in subparagraph 3.1.2 of this by-law will apply where the number of cats kept on any premises increases after the time this by-law comes into effect.
- 3.4 The limit set out in subparagraph 3.1.2 of this by-law does not apply to:

- 3.4.1 an approved kennel establishment operating in accordance with all approvals and consents; or
- 3.4.2 where the Council otherwise grants permission.

4. *Notice to Remedy*

- 4.1 If the Council, or such other person as the Council may authorise for that purpose, is satisfied that any cat kept or allowed to remain on any premises is or is likely to become a nuisance or injurious to health, the Council, or such other person as the Council may authorise for that purpose, may by notice in writing require the owner or occupier of those premises, within the time stated in the notice, to take such measures as the Council, or such other person as the Council may authorise for that purpose, considers necessary to prevent the cat from being or continuing to be a nuisance or injurious to health.
- 4.2 Any person to whom notice is given shall comply with the requirements of the notice.
- 4.3 If any person to whom notice is given fails to comply with the requirements thereof, the Council, or such other person as the Council may authorise for that purpose, may carry out the requirements and recover the cost of so doing from the person who failed to comply with the notice.

The foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF HOLDFAST BAY

BY-LAW MADE UNDER THE HARBORS AND NAVIGATION ACT 1993 AND THE LOCAL GOVERNMENT ACT 1999

By-law No. 7—Foreshore

FOR the management of local government land comprising the beach and foreshore under the care, control and management of the Council.

1. *Definitions*

In this by-law unless the context otherwise requires:

- 1.1 'authorised person' has the same meaning as in the Local Government Act 1999;
- 1.2 'boat' includes a raft, pontoon, jet ski, personal watercraft or any other similar device;
- 1.3 'foreshore' means the area between the low water mark on the seashore and the nearest boundary of:
 - 1.3.1 a road;
 - 1.3.2 a section;
 - 1.3.3 a public reserve; or
 - 1.3.4 land comprised in a land grant, Crown Land or Crown License;
- 1.4 'liquor' has the same meaning as defined in the Liquor Licensing Act 1997;
- 1.5 'low water mark' means the lowest meteorological tide;
- 1.6 'open public water' means any stream, river, creek or sea within the foreshore;
- 1.7 'vehicle' has the same meaning as in the Road Traffic Act 1961.

2. *Activities Requiring Permission*

No person shall without permission on the foreshore:

- 2.1 *Advertising*

display any sign for the purpose of commercial advertising other than a moveable sign displayed in accordance with the Council's moveable signs by law;
- 2.2 *Alcohol*

consume or possess or be in charge of any liquor in areas to which this subparagraph applies;

2.3 *Animals*

- 2.3.1 cause or allow any animal to swim or bathe in any open public water to the inconvenience, annoyance or danger of any other person bathing or swimming; or
- 2.3.2 take, drive or ride any horse, or allow it to remain, on the foreshore or to bathe in any open public water except between the hours of midnight and 9.00am and then only in such areas of the foreshore as the Council may by resolution direct and if the horse remains under effective control;

2.4 *Bathing*

in any open public water:

- 2.4.1 adjacent the foreshore, swim or bathe within five metres of any jetty; or
- 2.4.2 swim or bathe at a time when swimming or bathing in that place has been prohibited by resolution of the Council (for reasons of public safety) as indicated by a sign or signs displayed on or near the foreshore;

2.5 *Boats*

subject to the Harbors and Navigation Act 1993:

- 2.5.1 launch, propel, float or otherwise use any boat from the foreshore;
- 2.5.2 hire out any boat or otherwise use a boat for commercial purposes from the foreshore, except in an area which the Council has by resolution permitted such an activity and in accordance with any conditions applicable thereto;

2.6 *Camp*

camp or stay overnight;

2.7 *Charge Admission*

charge admission or seek payment for entering any part of the foreshore;

2.8 *Dogs on Foreshore*

between the hours of 10 a.m. and 8 p.m. on any day during the period of daylight saving in a place to which this subparagraph applies cause, suffer or permit any dog under that person's control charge or authority to be or remain on the foreshore unless such dog is restrained by a strong leash not exceeding 2 m in length and either tethered securely to a fixed object or held by a person capable of controlling the dog and preventing it from being a nuisance or a danger to other persons;

2.9 *Fires*

subject to the Fire and Emergency Services Act 2005, light any fire except:

- 2.9.1 in a place provided by the Council for that purpose; or
- 2.9.2 in a portable barbecue, as long as the barbecue is used in an area that is clear of flammable material for a distance of 4 m;

2.10 *Fishing*

- 2.10.1 cast a fishing line or keep a fishing line in the water from any beach while there are other persons in the waters in the vicinity of the fishing line; or
- 2.10.2 cast a fishing line, net or trap to catch water creatures in areas to which this subparagraph applies;

2.11 *Jetties*

- 2.11.1 jump or dive from a jetty into water or onto a beach; or
- 2.11.2 tie or affix any water craft to a jetty; or
- 2.11.3 after being requested to leave a jetty by an authorised officer for an alleged offence, come back onto the jetty within 24 hours of the request being made;

2.12 *Missiles*

throw, roll or discharge any stone, substance or missile to the danger of any person or animal thereon;

2.13 *Moorings*

- 2.13.1 enter or be on any mooring or mooring area between the hours of 12 midnight and 7 a.m. following other than with the consent of the person who has the right to use the mooring or mooring area to moor a vessel; or
- 2.13.2 enter a mooring area which is generally closed to the public and requires permission for entry;

2.14 *Removal of Sand*

remove, clear or destroy any sand, seaweed, soil, rocks, minerals, vegetation or shells.

3. *Prohibited Activities*

No person shall on the foreshore:

3.1 *Annoyances*

do anything likely to offend or unreasonably interfere with any other person:

- 3.1.1 using the foreshore; or
- 3.1.2 occupying nearby premises,

by making a noise or creating a disturbance;

3.2 *Glass*

wilfully break glass, china or other brittle material;

3.3 *Interference with Permitted Use*

interrupt, disrupt or interfere with any other person's use of the foreshore for which permission has been granted;

3.4 *Sand Dunes, Pebble Dunes, Coastal Slopes and Cliffs*

- 3.4.1 carry out any activity that may damage or threaten the integrity of sand dunes, pebble dunes, coastal slopes or cliffs; or
- 3.4.2 introduce non-indigenous flora or fauna or dump any material in a sand dune or pebble dune; or
- 3.4.3 destroy, remove or cause interference to any vegetation, whether living or dead, on or within a sand dune, coastal slope or coastal cliff;

3.5 *Toilets*

in any public convenience:

- 3.5.1 urinate other than in a urinal or pan or defecate other than in a pan set apart for that purpose;
- 3.5.2 smoke tobacco or any other substance;
- 3.5.3 deposit anything in a pan, urinal or drain that is likely to cause a blockage;
- 3.5.4 use it for a purpose for which it was not designed or constructed;
- 3.5.5 enter any toilet set aside for the use of the opposite gender except:
 - 3.5.5.1 a child under the age of five accompanied by an adult of that gender; and/or
 - 3.5.5.2 for the purpose of providing assistance to a disabled person;

3.6 *Use of Equipment*

use any item of equipment and/or facilities or other Council property:

- 3.6.1 other than for the purpose and in the manner for which it was designed or set aside; and
- 3.6.2 where any nearby sign states the conditions of use, except in accordance with those conditions;

3.7 *Waste*

3.7.1 deposit or leave thereon:

- 3.7.1.1 anything obnoxious or offensive;
- 3.7.1.2 any offal, dead animal, dung or filth; or

- 3.7.1.3 any mineral, mineral waste, industrial waste or by products.
- 3.7.2 deposit any rubbish other than in receptacles provided by the Council for that purpose;
- 3.7.3 deposit in any receptacle any rubbish emanating from domestic or trade purposes, unless designated by a sign or signs.

4. Directions

Every person shall comply with any reasonable direction or request from an authorised person relating to:

- 4.1 that person's use of the foreshore;
- 4.2 that person's conduct and behaviour on the foreshore;
- 4.3 that person's safety on the foreshore; and
- 4.4 the safety and enjoyment of the foreshore by other persons.

5. Exemptions

The restrictions in this by-law do not apply to any Police Officer, Council Officer or employee acting in the course and within the scope of that person's normal duties, or to a Contractor while performing work for the Council and while acting under the supervision of a Council Officer, or an Emergency Worker when driving an emergency vehicle while driving that vehicle in relation to an emergency situation as defined in the Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions Regulations 1999 and the Australian Road Rules 1999).

6. Application of Paragraph

Any of subparagraphs 2.2, 2.8 and 2.10.2 of this by-law shall apply only in such portion or portions of the foreshore as the Council may by resolution direct in accordance with Section 246 (3) (e) of the Local Government Act 1999.

This foregoing by-law was duly made and passed at a meeting of the City of Holdfast Bay held on 14 February 2012, by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

J. LYNCH, Chief Executive Officer

CITY OF VICTOR HARBOR

Appointments

NOTICE is hereby given that in accordance with Section 56A (5) of the Development Act 1993, Council at its meeting held on 27 February 2012, appointed the following Independent members to the City of Victor Harbor Development Assessment Panel:

Mike Canny
David Grieve
Mabel John
Kate Shierlaw

The Council has appointed Mike Canny as the Presiding Member of the Panel.

All appointments are for a period of 12 months (February 2012 to January 2013 inclusive).

All enquiries (written or verbal) should be directed to:

Graeme Maxwell, Public Officer
Council Development Assessment Panel
City of Victor Harbor
P.O. Box 11,
Victor Harbor, S.A. 5211
Phone: (08) 8551 0500

G. K. MAXWELL, City Manager

THE BAROSSA COUNCIL

Load Limit—Saleyards Road

NOTICE is hereby given that pursuant to the provisions of Section 359 of the Local Government Act 1934, and pursuant to Rule 104 of the Australian Road Rules 1999, Council resolves to implement a 4.5 tonne local load limit on Saleyards Road from Stockwell Road to Light Pass Road and Stockwell Road to Penrice Road to limit truck access.

I. BALDWIN, Acting Chief Executive Officer

THE BAROSSA COUNCIL

Renaming of Road

NOTICE is hereby given that at a meeting of Council held on 21 February 2012, Council resolved to rename Wilton Road (from Eden Valley Road to Heggies Range Road), to be known as Flaxmans Valley Road.

I. BALDWIN, Acting Chief Executive Officer

MID MURRAY COUNCIL

Appointment of Chief Executive Officer

NOTICE is hereby given that at a meeting of Council held on 13 February 2012, Russell John Peate was appointed to the position of Chief Executive Officer as from 19 March 2012, in accordance with the provisions of Section 96 of the Local Government Act 1999, *vide* the resignation of the previous Chief Executive Officer, Dean Hillary Gollan.

D. BURGESS, Mayor

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

- Davidson, Audrey Meliora*, late of 15 Rosemary Street, Woodville West, widow, who died on 16 September 2011.
- Graham, Elizabeth*, late of 393 Morphett Road, Oaklands Park, retired teachers aid, who died on 25 September 2011.
- Hahn, Valerie Joyce*, late of 103 Fisher Street, Fullarton, of no occupation, who died on 2 September 2011.
- Hanrahan, Verla*, late of 2 Jelley Street, Woodville, of no occupation, who died on 6 December 2011.
- Herlihy, John*, late of 18 Cudmore Terrace, Marleston, retired storekeeper, who died on 31 December 2011.
- Jackson, Lorna May*, late of 85 Hackney Road, Hackney, retired shop assistant, who died on 7 September 1993.
- Lucas, Matilda Annie*, late of 47 Eve Road, Bellevue Heights, of no occupation, who died on 4 January 2012.
- McKernan, James David*, late of 25 Newton Street, Whyalla, of no occupation, who died on 4 October 2011.
- Nichols, Kenneth Frederick Bowen*, late of 60 States Road, Morphett Vale, retired foreman joiner, who died on 13 November 2011.
- Osborne, Dennis Joseph*, late of 3 Creighton Avenue, Morphett Vale, retired printer, who died on 16 December 2011.
- Pollard, Raymond James*, late of 1227 Lobethal Road, Forest Range, labourer, who died on 29 December 2011.
- Reilly, Winifred*, late of 15 Clark Crescent, Whyalla Norrie, home duties, who died on 21 October 2011.
- Sloman, Michael Barry*, late of 1642 Main North Road, Brahma Lodge, retired supervisor, who died on 10 December 2011.
- Sparks, Cyril Robert*, late of 78-96 Dumfries Avenue, Northgate, of no occupation, who died on 12 May 2011.
- Swan, Hazel Shirley*, late of 30 Sussex Terrace, Westbourne Park, of no occupation, who died on 14 October 2011.
- Thompson-Howieson, Sandra Kaye*, late of Kennedy Court, Largs Bay, of no occupation, who died on 17 April 2011.
- Wallace, Robin Leonard*, late of 78-96 Dumfries Avenue, Northgate, retired process worker, who died on 17 June 2011.
- Walter, Robert Lindsay*, late of 13 The Strand, Port Elliot, of no occupation, who died on 23 April 2008.
- Wreczycki, Eugieniusz*, late of 17 Morrow Avenue, Evanston Park, retired factory hand, who died on 5 October 2011.

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 Office of Public Trustee, G.P.O. Box 1338, Adelaide, S.A. 5001, full particulars and proof of such claims, on or before 30 March 2012, otherwise they will be excluded from the distribution of the said estates; and notice is also hereby given that all persons 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 same to the Public Trustee.

Dated 1 March 2012.

D. A. CONTALA, Public Trustee

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.

For any corrections to your notice please phone 8207 1045 or Fax 8207 1040 **before** 4 p.m. on Wednesday.

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@dpc.sa.gov.au