



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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PUBLISHED BY AUTHORITY

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

ADELAIDE, THURSDAY, 19 NOVEMBER 2015

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GOVERNMENT GAZETTE NOTICES

Notices for publication in the *South Australian Government Gazette* should be emailed to governmentgazette@dpc.sa.gov.au. Content should be sent as Word format attachment(s). Covering emails should include the date the notice is to be published and to whom the notice will be charged. **Closing time for lodgement is 4 p.m. on the Tuesday preceding the regular Thursday publication.** Gazette enquiries to: **Phone 8207 1045**. The *Government Gazette* is available online at: www.governmentgazette.sa.gov.au.

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Board of the Southern Select Super Corporation, pursuant to the provisions of the Public Corporations (Southern Select Super Corporation) Regulations 2012 under the Public Corporations Act 1993:

Member: (from 1 December 2015 until 30 November 2018)
Philip Jackson
Virginia Deegan
Donald Edward Farrell

Deputy Member: (from 1 December 2015 until 30 November 2018)
Elizabeth Anne-Marie Hlipala (Deputy to Deegan)
John Robert Wright (Deputy to Farrell)

Presiding Member: (from 1 December 2015 until 30 November 2018)
Philip Jackson

By command,

JAY WILSON WEATHERILL, Premier

T&F 15/090CS

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Libraries Board of South Australia, pursuant to the provisions of the Libraries Act 1982:

Member: (from 19 November 2015 until 18 November 2016)
Janet May Hunter Finlay

By command,

JAY WILSON WEATHERILL, Premier

ASACAB003-10

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable Tom Koutsantonis, MP, Treasurer, Minister for Finance, Minister for State Development, Minister for Mineral Resources and Energy and Minister for Small Business to be appointed as Acting Deputy Premier, Acting Attorney-General, Acting Minister for Justice Reform, Acting Minister for Planning, Acting Minister for Housing and Urban Development, Acting Minister for Industrial Relations and Acting Minister for Child Protection Reform for the period from 14 December 2015 until 18 December 2015 inclusive, during the absence of the Honourable John Robert Rau, MP.

By command,

JAY WILSON WEATHERILL, Premier

DPC15/050CS

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable John James Snelling, MP, Minister for Health, Minister for Mental Health and Substance Abuse, Minister for the Arts and Minister for Health Industries to be appointed as Acting Treasurer, Acting Minister for Finance, Acting Minister for State Development, Acting Minister for Mineral Resources and Energy and Acting Minister for Small Business for the period from 1 January 2016 until 7 January 2016 inclusive, during the absence of the Honourable Tom Koutsantonis, MP.

By command,

JAY WILSON WEATHERILL, Premier

DPC15/050CS

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable Ian Keith Hunter, MLC, Minister for Sustainability, Environment and Conservation, Minister for Water and the River Murray and Minister for Climate Change to be appointed as Acting Minister for Agriculture, Food and Fisheries, Acting Minister for Forests, Acting Minister for Tourism, Acting Minister for Recreation and Sport and Acting Minister for Racing for the period from 21 December 2015 until 4 January 2016 inclusive, during the absence of the Honourable Leon William Kennedy Bignell, MP.

By command,

JAY WILSON WEATHERILL, Premier

DPC15/050CS

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable Kyam Joseph Maher, MLC, Minister for Manufacturing and Innovation, Minister for Automotive Transformation and Minister for Aboriginal Affairs and Reconciliation to be appointed as Acting Minister for Investment and Trade, Acting Minister for Defence Industries and Acting Minister for Veterans' Affairs for the period from 4 January 2016 until 20 January 2016 inclusive, during the absence of the Honourable Martin Leslie James Hamilton-Smith, MP.

By command,

JAY WILSON WEATHERILL, Premier

DPC15/050CS

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable Antonio Piccolo, MP, Minister for Disabilities, Minister for Police, Minister for Correctional Services, Minister for Emergency Services and Minister for Road Safety to be appointed as Acting Minister for Communities and Social Inclusion, Acting Minister for Social Housing, Acting Minister for Multicultural Affairs, Acting Minister for Ageing, Acting Minister for Youth and Acting Minister for Volunteers for the period from 28 December 2015 until 10 January 2016 inclusive, during the absence of the Honourable Zoe Lee Bettison, MP.

By command,

JAY WILSON WEATHERILL, Premier

DPC15/050CS

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Amanda Shaw to the position of Guardian for Children and Young Persons for a term commencing on 25 December 2015 and expiring on 24 December 2016, pursuant to Part 52A of the Children's Protection Act 1993.

By command,

JAY WILSON WEATHERILL, Premier

MECD15/084

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Joseph John Ullianich as Fund Administrator of the State Emergency Relief Fund for a period of three years commencing on 29 November 2015 and expiring on 28 November 2018, pursuant to Section 68 of the Constitution Act 1934.

By command,

JAY WILSON WEATHERILL, Premier

DCSICS/15/033

Department of the Premier and Cabinet
Adelaide, 19 November 2015

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint, by Notice in the *Government Gazette* the people listed in the attached Notice as Justices of the Peace for South Australia, upon the terms and conditions set out in the Notice, pursuant to Section 4 of the Justices of the Peace Act 2005:

NOTICE OF APPOINTMENT OF JUSTICES OF THE PEACE
FOR SOUTH AUSTRALIA

Pursuant to Section 4 of the Justices of the Peace Act 2005

I, the Governor's Deputy in Executive Council, hereby appoint the people listed as Justices of the Peace for South Australia for a period of ten years commencing from 19 November 2015 and expiring on 18 November 2025, 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.

Steven Craige Barratt
Alexandre Boes
Robert Lawrence Brokenshire
Joy Ruth Bryce
Andrew James Cannon
Kym Joan Chamberlain
Vincenzina Ciccarello
John Conlon
Giacomo Consalvo
Wayne Alwyn Cornish
Wendy Denise Dale
Arnold Frederick Dodd
Mervyn Dodd
Lindsay John Barry Dunn
Anastasia Sheila Evans
Paul Andrew Evans
Gregory William Fahill
Richard Grant Flett
Andrew Shane Flynn
Beryl Dawn Forbes
Colin Sidney Forrest
Julia Dawn Gibson
Russell George Harris
Rodney Maxwell Hockley
John Mark Irlam
Lance Roland Joyce
Graham John Minns
Alan Robert Nankivell
Beverley Oldfield
Mark Rodney Paxton
Angela Merle Pecanek
Peter William Phoenix
William John Quinlan-Watson
David Edward Rayner
Alan Miller Roberts
Kevin Lewis Roberts
Donna Elizabeth Robertson
Keith Jack Roper
Martin Walmsley Sampson
Nola Marie Sampson
Jeffrey John Scott
Brenton Wayne Terry
David Leonard Truran
Philip Brian Tyler
Lawrence Hugh Vernon
Kevin Clifford Wall
David James Whelan
Sandra Margaret Whetstone
Patricia Lynne White
Robyn Kaye Wittwer

By command,

JAY WILSON WEATHERILL, Premier

JP15/032CS

Department of the Premier and Cabinet
Adelaide, 14 November 2015

HIS Excellency the Governor directs it to be notified that he has been pleased to approve retention of the title *Honourable* by:

The Honourable Justice Thomas Andrew Gray.

By command,

JAY WEATHERILL, Premier

AQUACULTURE ACT 2001

Grant of Aquaculture Lease

PURSUANT to the provisions of Section 22 of the Aquaculture Act 2001, notice is hereby given of the grant of the following leases for the purposes of aquaculture in the waters of the State:

LA00363

Further details are available for the above leases on the Aquaculture Public Register, which can be found at:

http://www.pir.sa.gov.au/aquaculture/public_register,

or by contacting Aquaculture Leasing and Licensing on 8226 0900.

E. KAESE, Leasing and Licensing Officer

FIREARMS ACT 1977

Recognised Commercial Range Operator

I DECLARE P&L Group (SA) Pty Ltd, trading as The Gunnery, to be a recognised commercial range operator pursuant to Section 21E (1) of the Firearms Act 1977.

Dated 15 November 2015.

ANTONIO PICCOLO, Minister for Police

FISHERIES MANAGEMENT ACT 2007: SECTION 79

TAKE note that the notice made under Section 79 of the Fisheries Management Act 2007, dated 12 January 2015, and published in the *South Australian Government Gazette* dated 15 January 2015, on page 280, being the first notice on that page, referring to the Spencer Gulf Prawn Fishery, is hereby varied such that it will not be unlawful for a person fishing pursuant to a Spencer Gulf Prawn Fishery Licence to use prawn trawl nets in the areas specified in Schedule 1, during the period specified in Schedule 2, and under the conditions specified in Schedule 3.

SCHEDULE 1

The waters of the Spencer Gulf Prawn Fishery that are:

- (a) South of the following co-ordinates commencing at latitude 33°18.00'S and longitude 137°52.00'E, then to position latitude 33°18.00'S and longitude 137°37.00'E, then to position latitude 33°16.00'S and longitude 137°37.00'E, then to position latitude 33°11.00'S and longitude 137°43.00'E, then to position latitude 33°11.00'S and longitude 137°39.00'E, then to position latitude 33°14.00'S and longitude 137°36.00'E, then to position latitude 33°17.00'S and longitude 137°36.00'E, then to position latitude 33°18.00'S and longitude 137°34.80'E, then to position latitude 33°23.00'S and longitude 137°34.80'E, then to position latitude 33°23.00'S and longitude 137°30.00'E, then to position latitude 33°27.00'S and longitude 137°30.00'E, then to position latitude 33°27.00'S and longitude 137°17.00'E;
- (b) except the waters contained within and bounded by the following co-ordinates, which shall remain closed to fishing:

Broughton Closure:

(a) Commencing at:

Latitude 33°17.00'S and longitude 137°53.00'E, then to position latitude 33°27.00'S and longitude 137°43.00'E, then to position latitude 33°27.00'S and longitude 137°35.50'E, then to position latitude 33°37.00'S and longitude 137°33.00'E, then to position latitude 33°46.00'S and longitude 137°44.00'E;

Southern Closure:

(b) Commencing at:

Latitude 33°52.00'S and longitude 136°40.00'E, then to position latitude 34°01.00'S and longitude 136°49.00'E, then to position latitude 33°54.00'S and longitude 137°02.00'E, then to position latitude 33°55.00'S and longitude 137°03.00'E, then to position latitude 34°04.00'S and longitude 136°49.00'E, then to position latitude 34°18.00'S and longitude 136°42.00'E, then to position latitude 34°36.00'S and longitude 136°38.00'E, then to position latitude 34°25.00'S and longitude 136°47.00'E, then to position latitude 34°25.20'S and longitude 136°49.00'E, then to position latitude 34°14.00'S and longitude 137°00.00'E, then to position latitude 34°04.00'S and longitude 136°58.50'E, then to position latitude 34°02.00'S and longitude 136°56.00'E, then to position latitude 33°57.00'S and longitude 137°05.50'E, then to position latitude 33°59.50'S and longitude 137°08.00'E, then to position latitude 33°56.00'S and longitude 137°18.00'E, then to position latitude 33°41.00'S and longitude 137°06.00'E;

Wardang Closure:

(c) Commencing at:

Latitude 34°10.00'S and longitude 137°28.00'E, then to position latitude 34°21.00'S and longitude 137°12.00'E, then to position latitude 34°45.00'S and longitude 137°15.00'E, then to position latitude 34°48.53'S and longitude 137°09.45'E, then to position latitude 34°48.53'S and longitude 137°06.00'E, then to position latitude 34°50.75'S and longitude 137°06.00'E, then to position latitude 34°54.00'S and longitude 137°01.00'E.

SCHEDULE 2

Commencing at sunset on 12 November 2015 and ending at sunrise on 22 November 2015.

SCHEDULE 3

1. The co-ordinates in Schedule 1 are defined as degrees, decimal minutes and based on the World Geodetic System 1984 (WGS 84).

2. No fishing activity may be undertaken between the prescribed times of sunrise and sunset for Adelaide (as published in the *South Australian Government Gazette* pursuant to the requirements of the Proof of Sunrise and Sunset Act 1923) during the period specified in Schedule 2.

3. Fishing must cease in the area specified in Schedule 1 if the total catch for pre-Christmas fishing runs including the dates of this notice, reach a total of 400 tonnes.

4. Fishing must cease in an area if the average prawn bucket count for all vessels exceeds 260 prawns per bucket count.

5. Fishing must cease in the fishery if:

- (a) in the area known as the Mid/North Gulf area (north of the Southern Gulf area) if the average catch per vessel, per night (based on the available data to the Committee at Sea) drops below 400 kg; (whichever occurs first); and
- (b) in the area known as the Southern Gulf area the average catch per vessel per night (based on the available data to the Committee at Sea) over two consecutive nights falls below 350 kg.

6. No fishing activity may occur without the authorisation of Co-ordinator at Sea, Greg Palmer, or other nominated Co-ordinator at Sea appointed by the Spencer Gulf and West Coast Prawn Fishermen's Association.

7. The authorisation of the Co-ordinator at Sea must be in writing, signed and record the day, date and permitted fishing area within the waters of Schedule 1 in the form of a notice sent to the fishing fleet or vary an earlier authorisation issued by the Coordinator at Sea.

8. The Co-ordinator at Sea must cause a copy of any authorisation for fishing activity or variation of same, made under this notice to be emailed to the Prawn Fisheries Manager immediately after it is made.

9. The Co-ordinator at Sea must keep records of all authorisations issued pursuant to this notice.

Dated 12 November 2015.

A. JONES, Acting Prawn Fisheries Manager

LAND ACQUISITION ACT 1969

(SECTION 16)

Notice of Acquisition

THE COMMISSIONER OF HIGHWAYS (the 'Authority'), 136 North Terrace, Adelaide, S.A. 5000, acquires the following interests in the following land:

Definition of Land Acquired

Comprising the entirety of the right, title, estate or interest of Tony Sotrianakos and Rosa Sotrianakos, whether as lessee or as licensee or otherwise, in that piece of land situated at 1339 Main South Road, Bedford Park, S.A. 5042, being the whole of Allotment 13, in Deposited Plan No 3608, and being the whole of the land comprised in Certificate of Title Volume 5829, Folio 122.

This notice is given under Section 16 of the Land Acquisition Act 1969.

Compensation

A person who has or had an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

Inquiries

Inquiries should be directed to:

Rocco Caruso,
G.P.O. Box 1533,
Adelaide, S.A. 5001
Phone (08) 7424 7014

Dated 16 November 2015.

The Common Seal of the Commissioner of Highways was hereto affixed by authority of the Commissioner of Highways in the presence of:

A. J. BERRY, Manager, Real Estate Services
(Authorised Officer), Department of
Planning, Transport and Infrastructure

DPTI 2014/09370/01

MINING ACT 1971

NOTICE is hereby given in accordance with Section 35A (1) of the Mining Act 1971, that an application for an extractive minerals lease over the undermentioned mineral claim has been received:

Applicants: G. J. Broad and D. E. Broad

Claim No.: 4331

Location: Section 91, Hundred of Wanilla

Area: 4.43 hectares

Purpose: Construction Materials (Gravel (Natural), and Clay).

Reference: T02803

Details of the proposal may be inspected at the Department of State Development, Mineral Resources Division, Level 7, 101 Grenfell Street, Adelaide, S.A. 5000.

A copy of the proposal has been provided to the District Council of Lower Eyre Peninsula and an electronic copy of the proposal can be found on the Department of State Development website: http://minerals.statedevelopment.sa.gov.au/mining/public_notices_mining.

Written submissions in relation to this application are invited to be received at the Department of State Development, Mining Regulation, Attention: Business Support Officer, G.P.O. Box 320, Adelaide, S.A. 5001 by no later than 3 December 2015.

The Minister for Mineral Resources and Energy is required to have regard to these submissions in determining whether to grant or refuse the application and, if so, the terms and conditions on which they should be granted.

When you make a written submission, that submission becomes a public record. Your submission will be provided to the applicant and may be made available for public inspection unless confidentiality is requested.

J. MARTIN, Mining Registrar, Department
of State Development

MINING ACT 1971

NOTICE is hereby given in accordance with Section 35A (1) of the Mining Act 1971, that an application for a mineral lease over the undermentioned mineral claim has been received.

Applicant: IRD Mining Operations Pty Ltd

Claim No.: MC 4383

Location: Sections 12, 13, 20, 21, 22, 23, 24, 25, 29, 34 and 35, Hundred of Warrambo.

Area: 8 458 hectares approximately.

Purpose: Recovery of Iron Ore (Magnetite).

Reference: T02994

Details of the mining proposal may be inspected at the Department of State Development, Mineral Resources Group, Level 7, 101 Grenfell Street, Adelaide, S.A. 5000.

A copy of the mining proposal has also been provided to the Wudinna District Council, District Council of Kimba, District Council of Cleve and the District Council of Tumby Bay.

A copy of the mining proposal can be downloaded from the Department of State Development website, or from the dedicated consultation website the Government of South Australia has developed for the Central Eyre Iron Project (CEIP):

[http://minerals.statedevelopment.sa.gov.au/mining/
public_notices_mining_proposals](http://minerals.statedevelopment.sa.gov.au/mining/public_notices_mining_proposals)

<http://ceipconsultation.sa.gov.au>

Written submissions in relation to the above application are now invited from the public. Submissions may be made easily online via the CEIP website or posted to CEIP Submissions, Mining Regulation, Attention: Business Support Officer, G.P.O. Box 320 Adelaide, S.A. 5001 or submitted no later than 2 February 2016.

You may refer to the CEIP website as a resource for information about this application or to obtain a guide on making a submission. The guide details how Government will manage all submissions including personal information.

When you make a written submission, that submission becomes a public record. Your submission will be provided to the applicant and will be published on the Government of South Australia's CEIP consultation website.

The Minister for Mineral Resources and Energy will have regard to any written submissions in determining whether to grant or refuse the application, and, if granted the terms and conditions of the mineral lease.

An Environmental Impact Statement that describes the related proposed Cape Hardy deep sea port, infrastructure corridor, bore-field and workers village is also now available for public comment under Section 46 of the Development Act 1993.

J. MARTIN, Mining Registrar, Department
of State Development

NATIONAL ELECTRICITY LAW

THE Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under s 99, the making of a draft determination on the *Multiple Trading Relationships* proposal (Ref. ERC0181). Requests for a pre-determination hearing must be received by **26 November 2015**. Submissions must be received by **14 January 2016**.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission,

Level 6, 201 Elizabeth Street,
Sydney, N.S.W. 2000

Telephone: (02) 8296 7800

www.aemc.gov.au

19 November 2015.

NATIONAL ENERGY RETAIL LAW

THE Australian Energy Market Commission (AEMC) gives notice under the National Energy Retail Law as follows:

Under s 256, the making of a draft determination on the *Multiple Trading Relationships* proposal (Ref. RRC0005). Requests for a pre-determination hearing must be received by **26 November 2015**. Submissions must be received by **14 January 2016**.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission,

Level 5, 201 Elizabeth Street,
Sydney, N.S.W. 2000

Telephone: (02) 8296 7800

www.aemc.gov.au

19 November 2015.

PASTORAL LAND MANAGEMENT AND CONSERVATION ACT 1989

PUBLIC ACCESS ROUTE CLOSURES

Notice of Intent to Temporarily Close Public Access Route Number 8, Pedirka PAR

NOTICE is hereby given of the intent to temporarily close Pedirka Public Access Route from the Hamilton Station to the Witjira National Park, for the period 1 December 2015 to and including 15 March 2016, pursuant to Section 45 (7) of the Pastoral Land Management and Conservation Act 1989.

Notice of Intent to Temporarily Close Public Access Route Number 13, Halligan Point PAR

Notice is hereby given of the intent to temporarily close Halligan Point Public Access Route from the Oodnadatta Track to Lake Eyre National Park, for the period 1 December 2015 to and including 15 March 2016, pursuant to Section 45 (7) of the Pastoral Land Management and Conservation Act 1989.

*Notice of Intent to Temporarily Close Public Access Route
Number 15, K1 Warburton Crossing PAR*

Notice is hereby given of the intent to temporarily close K1 Warburton Crossing Public Access Route from the Birdsville Track to the Simpson Desert Regional Reserve, for the period 1 December 2015 to and including 15 March 2016, pursuant to Section 45 (7) of the Pastoral Land Management and Conservation Act 1989.

*Notice of Intent to Temporarily Close Public Access Route
Number 16, Walkers Crossing PAR*

Notice is hereby given of the intent to temporarily close Walkers Crossing Public Access Route from the Birdsville Track to the Innamincka Regional Reserve, for the period 1 December 2015 to and including 15 March 2016, pursuant to Section 45 (7) of the Pastoral Land Management and Conservation Act 1989.

Dated 11 November 2015.

C. TURNER, Team Leader Pastoral Unit,
DEWNR

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Statements of Environmental Objectives—5 Yearly Review

PURSUANT to Section 104 (1) of the Petroleum and Geothermal Energy Act 2000 (the Act), I, Barry Goldstein, Executive Director, Energy Resources Division, Department of State Development as delegate of the Minister for Mineral Resources and Energy, pursuant to delegated powers dated 21 March 2012, do hereby publish the following document as having been approved as a statement of environmental objectives under the Act.

Documents:

- Santos Limited, Statement of Environmental Objectives—South Australian Cooper Basin Drilling, Completions and Well Operations, November 2015.

This document is available for public inspection on the Environmental Register section of DSD's website (www.petroleum.dmitre.sa.gov.au/environment/register) or at the Public Office determined pursuant to Section 107 (1) of the Act to be at:

Energy Resources Division,
Customer Services,
Level 7, 101 Grenfell Street,
Adelaide S.A. 5000

Dated 19 November 2015.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for Mineral
Resources and Energy

RETIREMENT VILLAGES ACT 1987

Voluntary Termination of Retirement Village Scheme

TAKE notice that I, Zoe Bettison, Minister for Ageing, pursuant to Section 36 (1) of the Retirement Villages Act 1987 (the Act), hereby terminate the Narooma Retirement and Aged Care Services retirement village scheme situated at 150 Adams Road, Craigmore, S.A. 5114 and comprising all of the land and improvements in Certificate of Title Register Book Volume 5432, Folio 512. I do so being satisfied for the purposes of Section 36 (2) of the Act that there were no longer any retirement village residents in occupation. The date of termination was 26 June, 2014.

Dated 13 November 2015.

ZOE BETTISON, Minister for Ageing

[REPUBLISHED]

IN *Government Gazette* No. 63, dated 12 November 2015, on page 4935, second notice appearing, the wrong date was published, that notice *should* be replaced with the following:

ROADS (OPENING AND CLOSING) ACT 1991

*O-Bahn City Access Project—Road Widening and Narrowing
associated with the Adelaide Park Lands, Adelaide*

NOTICE is hereby given, pursuant to Section 34G of the Roads (Opening and Closing) Act 1991, that an application has been made to the Minister for Transport and Infrastructure by the Commissioner of Highways, to make an order to:

- widen the south-western corner of the intersection of Hackney Road and Bundeys Road delineated and numbered '1', '2' and '3' on Preliminary Plan No. 15/0034 to increase storage for the left turn slip lane;
- widen Hackney Road along the western side between Plane Tree Drive and Botanic Drive into the existing car park delineated and numbered '4' on Preliminary Plan No. 15/0034;
- widen the south-western corner of the intersection of Dequetteville Terrace and Botanic Road delineated and numbered '5' on Preliminary Plan No. 15/0034 to provide a left turn slip lane; and
- narrow the north-western and south-western corners of Dequetteville Terrace and Rundle Road and change the designation of road reserve that is no longer required into Park Lands land delineated and lettered 'A' and 'B' on Preliminary Plan No. 15/0034.

The proposed widening and narrowing is part of a proposal to provide dedicated bus only lanes on Hackney Road and improve intersection capacity as part of the O-Bahn City Access Project.

A copy of the information provided by the applicant to the Minister under Section 34G (2) of the Roads (Opening and Closing) Act 1991, including Preliminary Plans, is available upon request during normal business hours for public inspection at the Adelaide office of the Surveyor-General, 101 Grenfell Street, Adelaide. To request an inspection of the above information, please contact the Project Enquiry Line 1300 443 198 or email: DPTIOBahn@sa.gov.au.

The above information and Preliminary Plans can also be viewed at:

http://www.infrastructure.sa.gov.au/public_transport_projects/o-bahn_city_access

A person who objects to the proposal, wishes to comment on the proposal or make an application for easement may lodge a written objection, provide a written comment or make application for an easement for consideration of the Commissioner of Highways.

The written objection or written comment or application for easement must:

- be lodged with the Project Manager, O-Bahn City Access Project, Department of Planning, Transport and Infrastructure, G.P.O. Box 1533, Adelaide, S.A. 5001;
- be marked 'Roads Opening and Closing' and include the full name and address of the person making the objection, comment or application for easement;
- in the case of an application for easement, be in accordance with Regulation 8 of the Roads (Opening and Closing) Regulations 2006; and
- be made within 28 days of the date of this notice.

For further inquiries regarding the O-Bahn City Access Project, please contact the Project Enquiry Line 1300 443 198 or via email: DPTIOBahn@sa.gov.au.

Dated 19 November 2015.

P. GELSTON, Commissioner of Highways Delegate

South Australia

Liquor Licensing (Dry Areas) Notice 2015

under section 131(1a) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2015*.

2—Commencement

This notice comes into operation on 31 December 2015.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the area if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

Schedule—Streaky Bay Area 1

1—Extent of prohibition

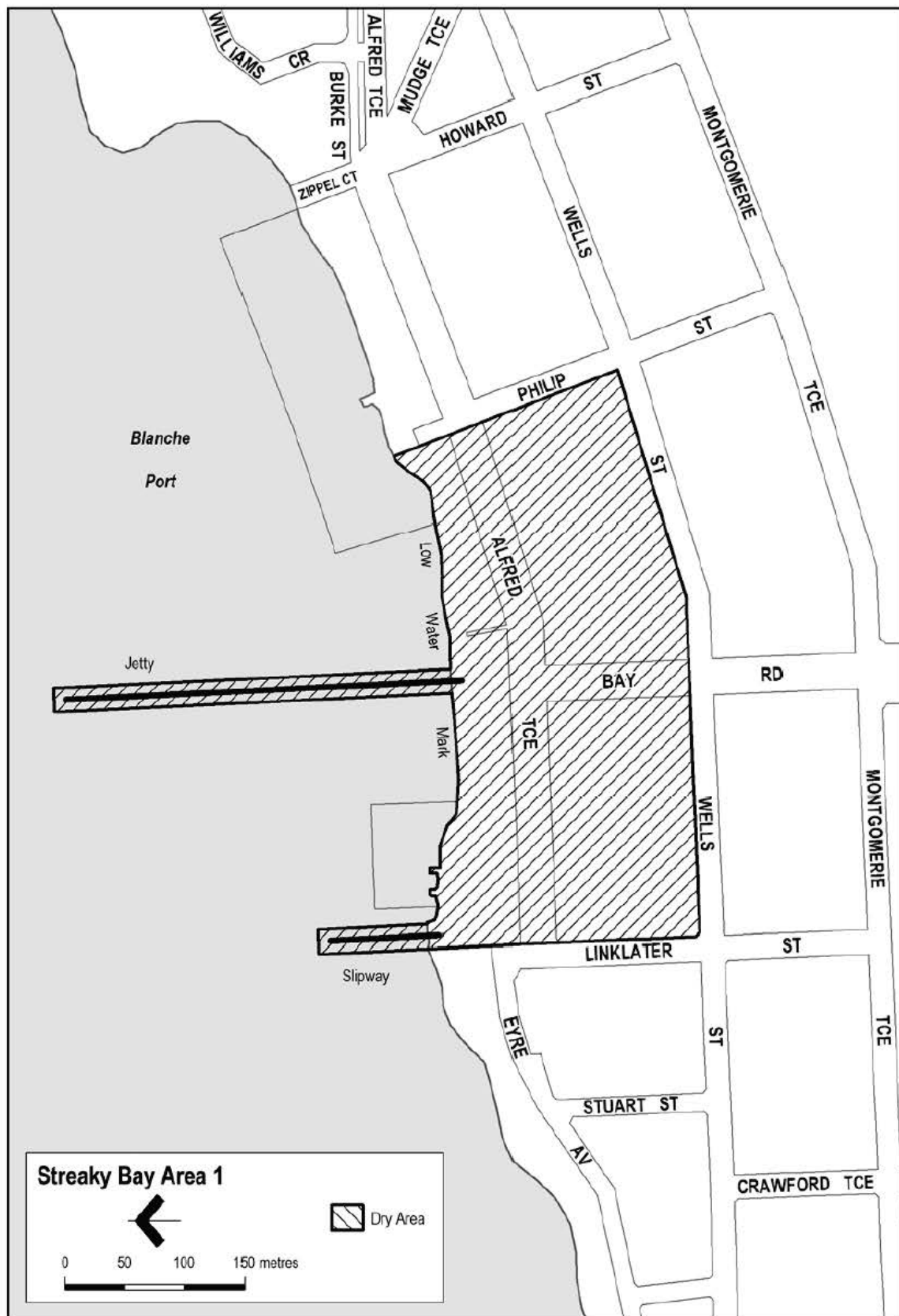
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 6 pm on 31 December 2015 to 8 am on 1 January 2016.

3—Description of area

The area in and adjacent to the town of Streaky Bay bounded as follows: commencing at the point at which the prolongation in a straight line of the eastern boundary of Linklater Street intersects the low water mark on the southern side of Blanche Port, then generally easterly along the low water mark to the point at which it is intersected by the prolongation in a straight line of the western boundary of Philip Street, then south-easterly along that prolongation and boundary of Philip Street to the northern boundary of Wells Street, then south-westerly and westerly along that boundary of Wells Street to the eastern boundary of Linklater Street, then northerly along that boundary of Linklater Street and the prolongation in a straight line of that boundary to the point of commencement. The area includes the whole of any jetty, boat ramp or other structure that projects below the low water mark from within the area described above (as well as any area beneath such a structure).



Schedule—Streaky Bay Area 2

1—Extent of prohibition

The consumption of liquor is prohibited and the possession of liquor is prohibited.

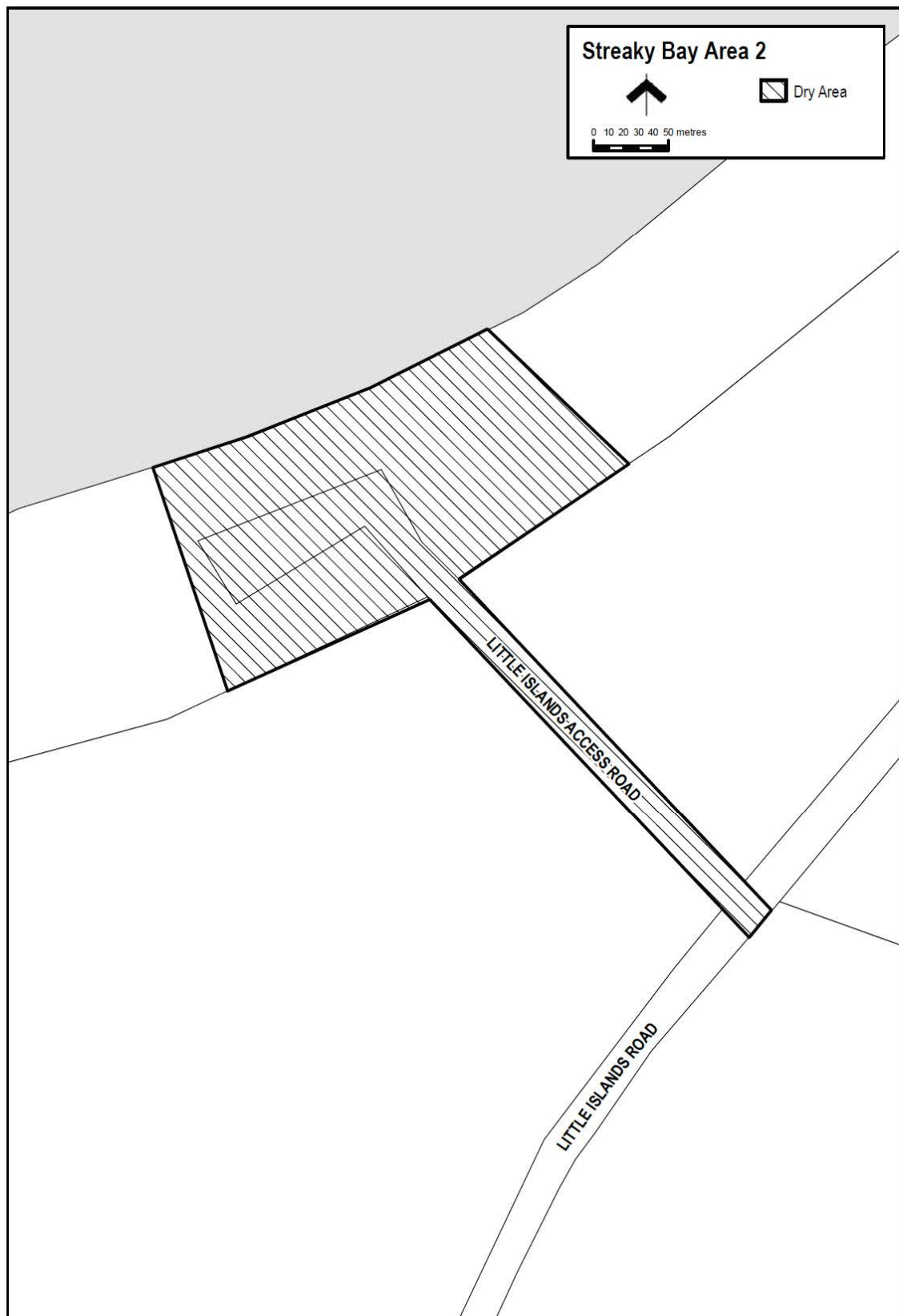
2—Period of prohibition

From 6 pm on 31 December 2015 to 8 am on 1 January 2016.

3—Description of area

The area adjacent to Streaky Bay, generally known as the Little Islands car park and access road (together with adjoining land), comprising—

- (a) the whole of that part of the Government road (the access road between Little Islands Road and the Little Islands car park) that lies between the north-eastern boundary of Lot 101 DP 70670 and the south-western boundary of Lot 102 DP 70670; and
- (b) the area at the north-western end of that part of the Government road (including a car park and other land) bounded on the south-east by the south-eastern boundary of Lot 104 DP 70670 from a point 140 metres south-west of the north-eastern boundary of Lot 101 DP 70670 ("*point A*") to a point 140 metres north-east of the south-western boundary of Lot 102 DP 70670 ("*point B*"), on the north-east by a straight line along the shortest route from point B to the low water mark of Blanche Port, on the north-west by the low water mark of Blanche Port and on the south-west by a straight line along the shortest route from the low water mark of Blanche Port to point A.



Made by the Acting Liquor and Gambling Commissioner
on 17 November 2015.

South Australia

Liquor Licensing (Dry Areas) Notice 2015

under section 131(1a) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2015*.

2—Commencement

This notice comes into operation on 5 December 2015.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the area if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

Schedule—Adelaide Area 2

1—Extent of prohibition

The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 8 am on 5 December 2015 to 11 am on 6 December 2015.

3—Description of area

The area in and adjacent to the City of Adelaide bounded on the north by the River Torrens, on the west and south by Port Road and on the east by the railway reserve running between Port Road and the River Torrens (immediately to the east of the Old Adelaide Gaol).



Made by the Liquor and Gambling Commissioner
on 11 November 2015.

South Australia

Liquor Licensing (Dry Areas) Notice 2015

under section 131(1a) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2015*.

2—Commencement

This notice comes into operation on 31 December 2015.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the area if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

Schedule—Adelaide Area 3

1—Extent of prohibition

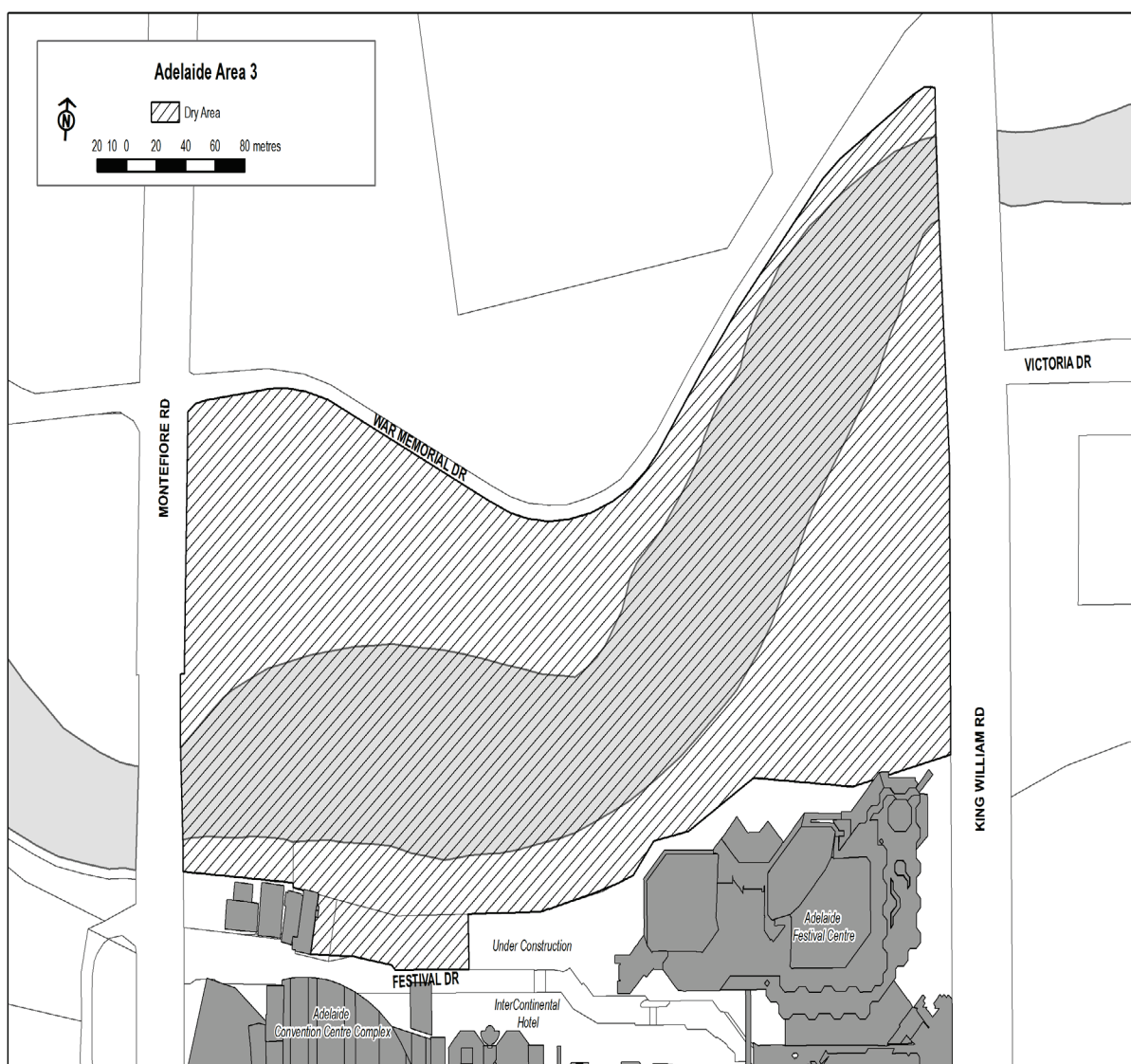
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 9 am on 31 December 2015 to 11 am on 1 January 2016.

3—Description of area

The area in and adjacent to the City of Adelaide bounded as follows: commencing at the point at which a straight line by the shortest route between the north-eastern corner of the Adelaide Festival Centre built structures and the north-western corner of Government House intersects the western boundary of King William Road, then northerly along that boundary of King William Road to the southern boundary of War Memorial Drive, then generally south-westerly, north-westerly and westerly along that boundary of War Memorial Drive to the eastern boundary of Montefiore Road, then southerly along that boundary of Montefiore Road to the northernmost boundary of Festival Drive, then easterly along that boundary of Festival Drive to the point at which it meets the northernmost boundary of the built structures comprising and adjacent to the Adelaide Convention Centre Complex, InterContinental Hotel and Adelaide Festival Centre, then generally easterly, northerly and easterly along that boundary to the north-eastern corner of the Adelaide Festival Centre built structures, then south-easterly along a straight line by the shortest route joining that corner with the north-western corner of Government House to the point of commencement.



Made by the Liquor and Gambling Commissioner
on 11 November 2015.

South Australia

Liquor Licensing (Dry Areas) Notice 2015

under section 131(1a) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2015*.

2—Commencement

This notice comes into operation on 29 January 2016.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the area if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

Schedule—Adelaide Area 4

1—Extent of prohibition

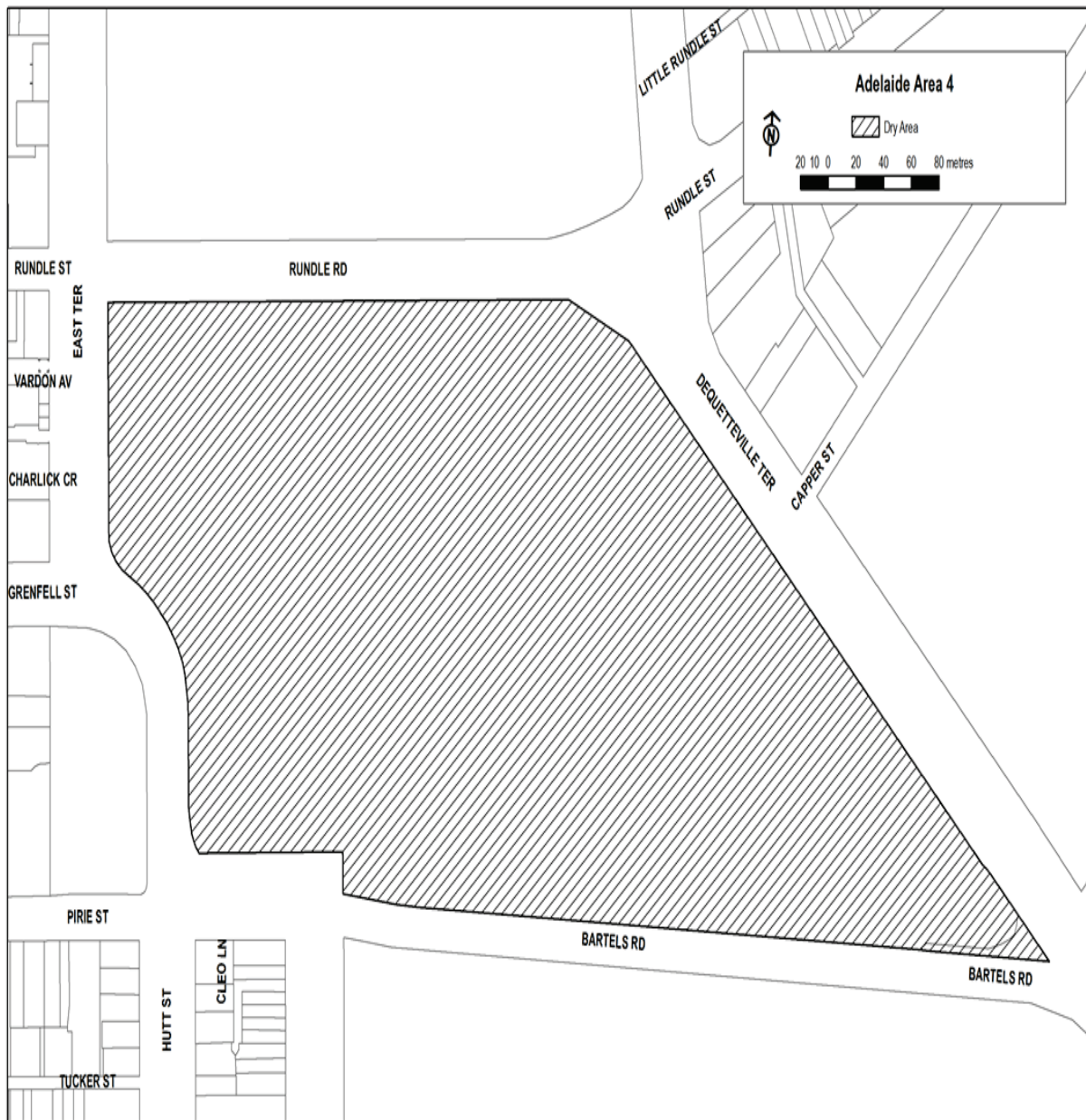
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 1 pm on 29 January 2016 to 11 am on 31 January 2016.

3—Description of area

The area in and adjacent to the City of Adelaide bounded on the north by Rundle Road, on the east by Dequetteville Terrace, on the south by Bartels Road and on the west by East Terrace.



Made by the Liquor and Gambling Commissioner

on 11 November 2015.

South Australia

Liquor Licensing (Dry Areas) Notice 2015

under Section 131 (1a) of the *Liquor Licensing Act 1997*

1—Short title

This notice may be cited as the *Liquor Licensing (Dry Areas) Notice 2015*.

2—Commencement

This notice comes into operation on 11 December 2015.

3—Interpretation

(1) In this notice—

principal notice means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

4—Consumption etc of liquor prohibited in dry areas

- (1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.
- (2) The prohibition has effect during the periods specified in the Schedule.
- (3) The prohibition does not extend to private land in the area described in the Schedule.
- (4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—
 - (a) a person who is genuinely passing through the area if—
 - (i) the liquor is in the original container in which it was purchased from licensed premises; and
 - (ii) the container has not been opened; or
 - (b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business; or
 - (c) a person who is permanently or temporarily residing at premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

Schedule—Two Wells Area 1

1—Extent of prohibition

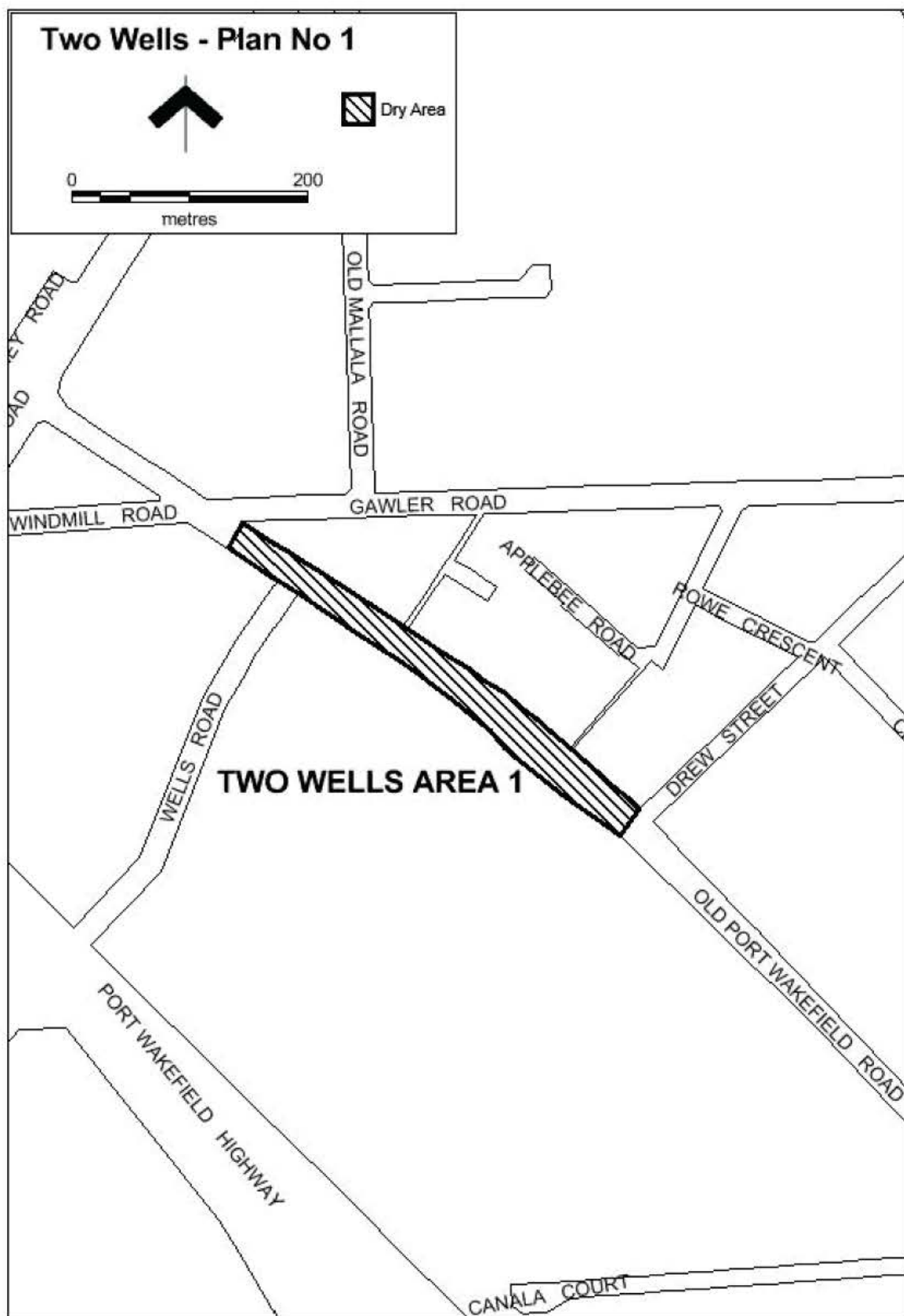
The consumption of liquor is prohibited and the possession of liquor is prohibited.

2—Period of prohibition

From 5 pm on 11 December 2015 to 5 am on 12 December 2015.

3—Description of area

The area in and adjacent to Two Wells comprising Old Port Wakefield Road between Gawler Road and Drew Street.



Made by the Acting Liquor and Gambling Commissioner

on 16 November 2015.

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 Board Delegate 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 Volume Folio | | 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 \$ |
|---|---|--------------------------------------|------------|--|--|
| 20 Crocker Street, Bordertown, S.A. 5268 | Allotment 140 in Township Plan 400601, Hundred of Tatiara | 5817 | 971 | 27.8.15, page 3941 | 160.00 |
| 32 Burt Street, Port Pirie, S.A. 5540 | Allotment 82 in Filed Plan 9957, Hundred of Yatala | 4159 5489 | 169 709 | 26.5.77, page 1552 | 115.00 |
| 141 Devonport Terrace, Prospect, S.A. 5082 | Allotment 4 in Filed Plan 110483, Hundred of Yatala | 5217 | 420 | 24.9.15, page 4420 | 160.00 |
| Dated at Adelaide, 19 November 2015. P. REARDON, Director, Property and Contract Management, Housing SA (Delegate SAHT) | | | | | |

HOUSING IMPROVEMENT ACT 1940

NOTICE is hereby given that the South Australian Housing Trust Board Delegate 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.

| Address of House | Allotment, Section, etc. | Certificate of Title Volume Folio | |
|---|--|--------------------------------------|-----|
| 199 Martins Road, Parafield Gardens, S.A. 5107 | Allotment 1 in Filed Plan 7361, Hundred of Yatala | 5106 | 25 |
| 16 Hart Road, Mount Barker, S.A. 5251 | Section 119, Hundred Plan 150600, Hundred of Macclesfield | 5904 | 873 |
| Dated at Adelaide, 19 November 2015. P. REARDON, Director, Property and Contract Management, Housing SA (Delegate SAHT) | | | |

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 Board Delegate 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 Volume Folio | | Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published |
|--|--|--------------------------------------|------------|--|
| 120 Twentysecond Street, Renmark South, S.A. 5341 (also known as Crescent, also known as Lot 4, previously known as Portion 138) | Hundred of Renmark Irrigation District | 5441 | 600 | 7.3.13, page 732 |
| 32 Crabb Road, Smithfield Plains, S.A. 5114 (left hand side unit, also known as 30) (previously known as Lot 626) | Allotment 15 in Community Plan 28728, Hundred of Munno Para | 5492 6164 | 709 929 | 29.4.10, page 1637 |
| 59 Heaslip Road, Burton, S.A. 5110 (also known as 59-71) | Allotment 80 in Deposited Plan 87669, Hundred of Munno Para | 5227 6092 | 42 483 | 29.8.96, page 818 |
| 32 Crabb Road, Smithfield Plains, S.A. 5114 (also known as 30) (previously known as Lot 626) | Allotment 15 in Community Plan 28728. Hundred of Munno Para | 5492 6164 | 709 929 | 25.10.12, page 4718 |
| Dated at Adelaide, 19 November 2015. P. REARDON, Director, Property and Contract Management, Housing SA (Delegate SAHT) | | | | |

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2015

| | \$ | | \$ |
|--|--------|--|--------|
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| Attorney, Appointment of..... | 51.00 | Lost Certificate of Title Notices | 64.00 |
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| Cemetery Curator Appointed..... | 37.75 | Mortgages: | |
| Companies: | | Caveat Lodgement | 26.00 |
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| Ceasing to Carry on Business | 37.75 | Transfer of | 26.00 |
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| Conduct of Winding Up (equivalent to 'Final | | Default in Payment of Rates: | |
| Meeting') | | First Name | 101.00 |
| First Name..... | 51.00 | Each Subsequent Name..... | 13.00 |
| Each Subsequent Name | 13.00 | Noxious Trade | 37.75 |
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| be appointed')..... | 64.00 | Rate per page (in 6pt) | 428.00 |
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| —Release Granted | 64.00 | Advertisements..... | 3.60 |
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| Receiver and Manager Ceasing to Act..... | 51.00 | ½ page advertisement | 302.00 |
| Restored Name..... | 47.75 | Full page advertisement..... | 591.00 |
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MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 JULY 2015

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|--|-------|--------|---------|-------|--------|
| Pages | Main | Amends | Pages | Main | Amends |
| 1-16 | 3.20 | 1.50 | 497-512 | 43.00 | 42.00 |
| 17-32 | 4.10 | 2.55 | 513-528 | 44.25 | 42.75 |
| 33-48 | 5.45 | 3.85 | 529-544 | 45.75 | 44.25 |
| 49-64 | 6.85 | 5.30 | 545-560 | 47.25 | 45.75 |
| 65-80 | 7.95 | 6.60 | 561-576 | 48.25 | 47.25 |
| 81-96 | 9.30 | 7.70 | 577-592 | 50.00 | 47.75 |
| 97-112 | 10.60 | 9.05 | 593-608 | 51.00 | 49.25 |
| 113-128 | 11.80 | 10.50 | 609-624 | 52.50 | 51.00 |
| 129-144 | 13.20 | 11.70 | 625-640 | 53.50 | 52.00 |
| 145-160 | 14.60 | 13.00 | 641-656 | 55.00 | 53.50 |
| 161-176 | 15.80 | 14.30 | 657-672 | 56.00 | 54.00 |
| 177-192 | 17.20 | 15.60 | 673-688 | 57.50 | 56.00 |
| 193-208 | 18.60 | 17.10 | 689-704 | 58.50 | 56.50 |
| 209-224 | 19.60 | 18.10 | 705-720 | 60.00 | 58.00 |
| 225-240 | 20.90 | 19.40 | 721-736 | 61.50 | 59.00 |
| 241-257 | 22.50 | 20.50 | 737-752 | 62.00 | 60.50 |
| 258-272 | 23.80 | 21.70 | 753-768 | 64.00 | 61.50 |
| 273-288 | 24.90 | 23.60 | 769-784 | 65.00 | 64.00 |
| 289-304 | 26.25 | 24.50 | 785-800 | 66.00 | 65.00 |
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| 353-368 | 31.00 | 30.00 | 849-864 | 72.00 | 70.00 |
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South Australia

Intervention Orders (Prevention of Abuse) (Miscellaneous) Amendment Act (Commencement) Proclamation 2015

1—Short title

This proclamation may be cited as the *Intervention Orders (Prevention of Abuse) (Miscellaneous) Amendment Act (Commencement) Proclamation 2015*.

2—Commencement of Act

The *Intervention Orders (Prevention of Abuse) (Miscellaneous) Amendment Act 2015* (No 14 of 2015) will come into operation on 1 December 2015.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

AGO0139/15CS

South Australia

Long Service Leave (Calculation of Average Weekly Earnings) Amendment Act (Commencement) Proclamation 2015

1—Short title

This proclamation may be cited as the *Long Service Leave (Calculation of Average Weekly Earnings) Amendment Act (Commencement) Proclamation 2015*.

2—Commencement of Act

The *Long Service Leave (Calculation of Average Weekly Earnings) Amendment Act 2015* (No 35 of 2015) will come into operation on 19 November 2015.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

MIR0021/15CS

South Australia

Statutes Amendment (Industrial Relations Consultative Council) Act (Commencement) Proclamation 2015

1—Short title

This proclamation may be cited as the *Statutes Amendment (Industrial Relations Consultative Council) Act (Commencement) Proclamation 2015*.

2—Commencement of Act

The *Statutes Amendment (Industrial Relations Consultative Council) Act 2015* (No 36 of 2015) will come into operation on 19 November 2015.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

MIR0030/15CS

South Australia

Constitution (Legislative Council Casual Vacancy) Proclamation 2015

under section 13 of the *Constitution Act 1934*

Preamble

- 1 A seat of a member of the Legislative Council has become vacant by virtue of the resignation of the Honourable Bernard Vincent Finnigan MLC.
 - 2 A person must be chosen to occupy the vacant seat by an assembly of the members of both Houses of Parliament.
 - 3 It is necessary to make provision in relation to the constitution and proceedings of that assembly.
-

1—Short title

This proclamation may be cited as the *Constitution (Legislative Council Casual Vacancy) Proclamation 2015*.

2—Commencement

This proclamation comes into operation on the day on which it is made.

3—Provisions relating to the assembly of members

The following provisions apply in relation to the constitution and proceedings of an assembly of the members of both Houses of Parliament to choose a person to occupy the vacant seat in the Legislative Council caused by the resignation of the Honourable Bernard Vincent Finnigan MLC:

- (a) the assembly will meet at 10:00 am on Tuesday, 1 December 2015 at the Legislative Council Chamber;
- (b) the Honourable Russell Paul Wortley MLC is appointed to preside over the assembly;
- (c) Janice Maxine Davis is appointed to be clerk of the assembly;
- (d) the following rules are to be observed at the assembly and applied as the method by which the decision of the assembly will be evidenced:
 - (i) the presiding officer will take the chair;
 - (ii) the clerk of the assembly will read this proclamation;
 - (iii) the presiding officer will invite nominations for the vacant seat from the members of the assembly;
 - (iv) nominations will first be made without debate;
 - (v) a nomination will not be accepted by the presiding officer unless—

- (A) the nomination is seconded; and
- (B) the person nominated is a person who can lawfully be chosen by the assembly to occupy the vacancy;
- (vi) when it appears that no further nominations are to be made, the members making the nominations, the members seconding the nominations and any other members of the assembly may speak if they desire;
- (vii) when members have concluded their remarks, a ballot will be taken if necessary;
- (viii) the presiding officer will announce to the assembly the name of the person chosen to occupy the vacant seat;
- (ix) the President of the Legislative Council must be informed in writing of the decision of the assembly and notice of the decision must be published in the Gazette.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

DPC15/069CS

South Australia

National Parks and Wildlife (Breakaways Conservation Park) Proclamation 2015

under section 30(2) of the *National Parks and Wildlife Act 1972*

1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Breakaways Conservation Park) Proclamation 2015*.

2—Commencement

This proclamation will come into operation on 26 November 2015.

3—Alteration of name of Breakaways Conservation Park

The name assigned to the Breakaways Conservation Park is altered to *Kan̩ku-Breakaways Conservation Park*.

Made by the Governor's Deputy

with the agreement of the registered proprietor of the land and with the advice and consent of the Executive Council
on 19 November 2015

15MSECCS069

South Australia

National Parks and Wildlife (Flinders Ranges National Park) Proclamation 2015

under section 27(3) of the *National Parks and Wildlife Act 1972*

1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Flinders Ranges National Park) Proclamation 2015*.

2—Commencement

This proclamation will come into operation on 26 November 2015.

3—Alteration of name of Flinders Ranges National Park

The name assigned to the Flinders Ranges National Park is altered to *Ikara-Flinders Ranges National Park*.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

15MSECCS068

South Australia

Harbors and Navigation Variation Regulations 2015

under the *Harbors and Navigation Act 1993*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Harbors and Navigation Regulations 2009*

- 4 Variation of regulation 68—Location of Port Bonython Pilot Station
 - 5 Variation of regulation 197—Vessels excluded from vicinity of transhipment points in Spencer Gulf
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Harbors and Navigation Variation Regulations 2015*.

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 *Harbors and Navigation Regulations 2009*

4—Variation of regulation 68—Location of Port Bonython Pilot Station

Regulation 68(c)—delete paragraph (c) and substitute:

- (c) Port Bonython;

Note—

The pilot station is 1.1 nautical miles south-south-west of the Port Bonython entrance beacon latitude 33°10.00'S, longitude 137°39.20'E.

5—Variation of regulation 197—Vessels excluded from vicinity of transhipment points in Spencer Gulf

- (1) Regulation 197(1)—delete "or TP3" and substitute:

, TP3 or TP4

- (2) Regulation 197(4)—delete "or TP3" and substitute:

, TP3 or TP4

- (3) Regulation 197(5)—after the definition of **TP3** insert:

TP4 means a transhipment point in Spencer Gulf at, or in the vicinity of, latitude 33°07'36"S, longitude 137°39'00"E.

Note—

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

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

No 234 of 2015

MTR/15/034

South Australia

Work Health and Safety Variation Regulations 2015

under the *Work Health and Safety Act 2012*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Work Health and Safety Regulations 2012*

- 4 Variation of regulation 2—Commencement
 - 5 Revocation of regulation 348
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Work Health and Safety Variation Regulations 2015*.

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 *Work Health and Safety Regulations 2012*

4—Variation of regulation 2—Commencement

Regulation 2(6)—delete "Regulations 347 and 348" and substitute:

Regulation 347

5—Revocation of regulation 348

Regulation 348—delete the regulation

Note—

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

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

No 235 of 2015

MIR0052/15CS

South Australia

Intervention Orders (Prevention of Abuse) Variation Regulations 2015

under the *Intervention Orders (Prevention of Abuse) Act 2009*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Intervention Orders (Prevention of Abuse) Regulations 2011*

- 4 Insertion of regulations 4A and 4B
 - 4A Prescribed amount
 - 4B Prescribed details
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Intervention Orders (Prevention of Abuse) Variation Regulations 2015*.

2—Commencement

- (1) Subject to subregulation (2), these regulations will come into operation on the day on which the *Intervention Orders (Prevention of Abuse) (Miscellaneous) Amendment Act 2015* comes into operation.
- (2) Paragraph (h) of regulation 4B(1) (to be inserted into the *Intervention Orders (Prevention of Abuse) Regulations 2011* by regulation 4 of these regulations) will come into operation on 1 March 2016.

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 *Intervention Orders (Prevention of Abuse) Regulations 2011*

4—Insertion of regulations 4A and 4B

After regulation 4 insert:

4A—Prescribed amount

For the purposes of sections 13(4)(b) and 31(2a)(a) of the Act, the prescribed amount is \$1 300.

4B—Prescribed details

- (1) For the purposes of sections 18(6)(b)(i), 18(9), 21(10)(b)(i), 21(11), 23(7)(b)(i), 23(8), 26(9)(b)(i), 26(10)(a) and 30(6) of the Act, the prescribed details of an order issued against a defendant are such of the following details as are specified in the order:
 - (a) the name of the defendant;
 - (b) the date of birth of the defendant;
 - (c) the address of the defendant or the most recent address of the defendant;
 - (d) the AP number and court file number;
 - (e) the name of the protected person;
 - (f) the date of birth of the protected person;
 - (g) the prohibitions and requirements imposed by the order;
 - (h) if the order was issued in relation to an act of domestic abuse—that fact;
 - (i) if the order is an interim order—that fact;
 - (j) the date on which—
 - (i) in the case of prescribed details for the purposes of section 26(9)(b)(i) or (10)(a) of the Act—the variation of the order was made; or
 - (ii) in any other case—the order was made;
 - (k) whether the order has been served on the defendant.
- (2) For the purposes of section 24(5)(b)(i) of the Act, the prescribed details of an order issued against a defendant are such of the following details as are specified in the order:
 - (a) the name of the defendant;
 - (b) the date of birth of the defendant;
 - (c) the address of the defendant or the most recent address of the defendant;
 - (d) the prohibitions and requirements imposed by the order (including, if the order bars the defendant from attending at particular premises, the address of those premises);
 - (e) if the order includes an attachment order—that fact and the terms of the attachment order;
 - (f) the date on which the order was made;
 - (g) whether the order has been served on the defendant.

Note—

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

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

No 236 of 2015

AGO0056/13CS

South Australia

Major Events (Australia v New Zealand Cricket Test Match 2015) Regulations 2015

under the *Major Events Act 2013*

Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Major event
- 5 Event organiser
- 6 Major event period
- 7 Major event venue
- 8 Controlled area
- 9 Application of certain provisions of Act
- 10 Advertising controlled airspace
- 11 Expiry of regulations

Schedule 1—Description of controlled area

- 1 Description of controlled area

Schedule 2—Map of controlled area

1—Short title

These regulations may be cited as the *Major Events (Australia v New Zealand Cricket Test Match 2015) Regulations 2015*.

2—Commencement

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

3—Interpretation

In these regulations, unless the contrary intention appears—

Act means the *Major Events Act 2013*;

controlled area—see regulation 8;

major event—see regulation 4;

major event period—see regulation 6;

major event venue—see regulation 7.

4—Major event

The Australia v New Zealand cricket test match to be held from 27 November 2015 to 1 December 2015 in Adelaide is declared to be a major event.

5—Event organiser

Cricket Australia is designated as the event organiser for the major event.

6—Major event period

The major event period for which the declaration of the major event is in force is the period commencing on 27 November 2015 and ending on 1 December 2015.

7—Major event venue

The major event venue for the purposes of the major event is declared to be the Adelaide Oval Core Area (within the meaning of the *Adelaide Oval Redevelopment and Management Act 2011*).

8—Controlled area

The controlled area for the major event during the major event period is declared to be the hatched area shown on the map in Schedule 2 and described in Schedule 1 clause 1.

9—Application of certain provisions of Act

Sections 9 to 13 (inclusive) of the Act are declared to apply to the major event.

10—Advertising controlled airspace

For the purposes of section 7(3)(e) of the Act, the airspace that is within unaided sight of the major event venue is declared to be advertising controlled airspace during the major event period.

11—Expiry of regulations

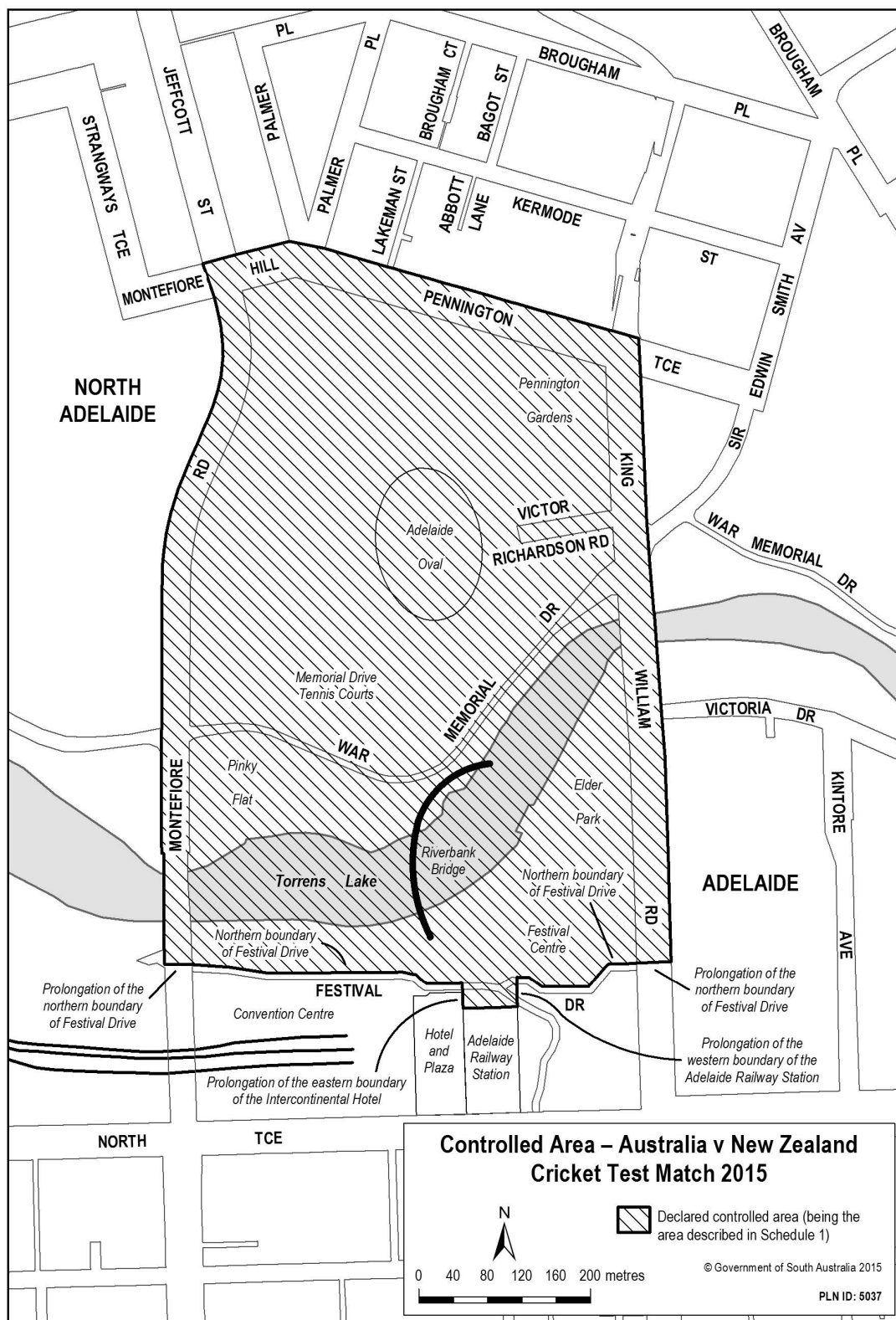
These regulations will expire on 2 December 2015.

Schedule 1—Description of controlled area

1—Description of controlled area

The controlled area comprises the area in Adelaide bounded as follows: commencing at the intersection of the prolongation in an easterly direction of the northern boundary of Festival Drive and the eastern boundary of King William Road, then northerly along the eastern boundary of King William Road to its intersection with the northern boundary of Pennington Terrace, then north-westerly along that boundary to its intersection with the northern boundary of the portion of road known as "Montefiore Hill", then westerly along that boundary to its intersection with the western boundary of Jeffcott Street, then southerly along that boundary in a straight line by the shortest route across Montefiore Hill to its intersection with the western boundary of Montefiore Road, then generally southerly along that boundary to its intersection with the prolongation in a westerly direction of the northern boundary of Festival Drive, then in an easterly direction along that boundary to its intersection with the prolongation in a northerly direction of the eastern boundary of the built structure comprising the Intercontinental Hotel, then in a southerly direction along that prolongation to the northeastern most point of that built structure, then in a southerly direction along the eastern boundary of that built structure to its intersection with the northern boundary of the built structure comprising the Adelaide Railway Station, then following that boundary in an easterly direction to the northeastern most point of that built structure, then in a northerly direction following the prolongation by the shortest route of the eastern boundary of that built structure to its intersection with the northern boundary of Festival Drive, then in a generally easterly direction along that boundary to the point of commencement, but excluding the built structures comprising and immediately adjacent to the Adelaide Festival Centre, the Intercontinental Hotel and the Adelaide Convention Centre Complex.

Schedule 2—Map of controlled area



Note—

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

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

No 237 of 2015

15MTOUR0024

South Australia

Major Events (Twenty 20 Cricket Matches - Australia v India 2016) Regulations 2015

under the *Major Events Act 2013*

Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Major event
- 5 Event organiser
- 6 Major event period
- 7 Major event venue
- 8 Controlled area
- 9 Application of certain provisions of Act
- 10 Advertising controlled airspace
- 11 Expiry of regulations

Schedule 1—Description of controlled area

- 1 Description of controlled area

Schedule 2—Map of controlled area

1—Short title

These regulations may be cited as the *Major Events (Twenty 20 Cricket Matches - Australia v India 2016) Regulations 2015*.

2—Commencement

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

3—Interpretation

In these regulations, unless the contrary intention appears—

Act means the *Major Events Act 2013*;

controlled area—see regulation 8;

major event—see regulation 4;

major event period—see regulation 6;

major event venue—see regulation 7.

4—Major event

The Southern Stars v India and Australia v India Twenty 20 cricket matches to be held on 26 January 2016 in Adelaide are declared to be a major event.

5—Event organiser

Cricket Australia is designated as the event organiser for the major event.

6—Major event period

The major event period for which the declaration of the major event is in force is 26 January 2016.

7—Major event venue

The major event venue for the purposes of the major event is declared to be the Adelaide Oval Core Area (within the meaning of the *Adelaide Oval Redevelopment and Management Act 2011*).

8—Controlled area

The controlled area for the major event during the major event period is declared to be the hatched area shown on the map in Schedule 2 and described in Schedule 1 clause 1.

9—Application of certain provisions of Act

Sections 9 to 13 (inclusive) of the Act are declared to apply to the major event.

10—Advertising controlled airspace

For the purposes of section 7(3)(e) of the Act, the airspace that is within unaided sight of the major event venue is declared to be advertising controlled airspace during the major event period.

11—Expiry of regulations

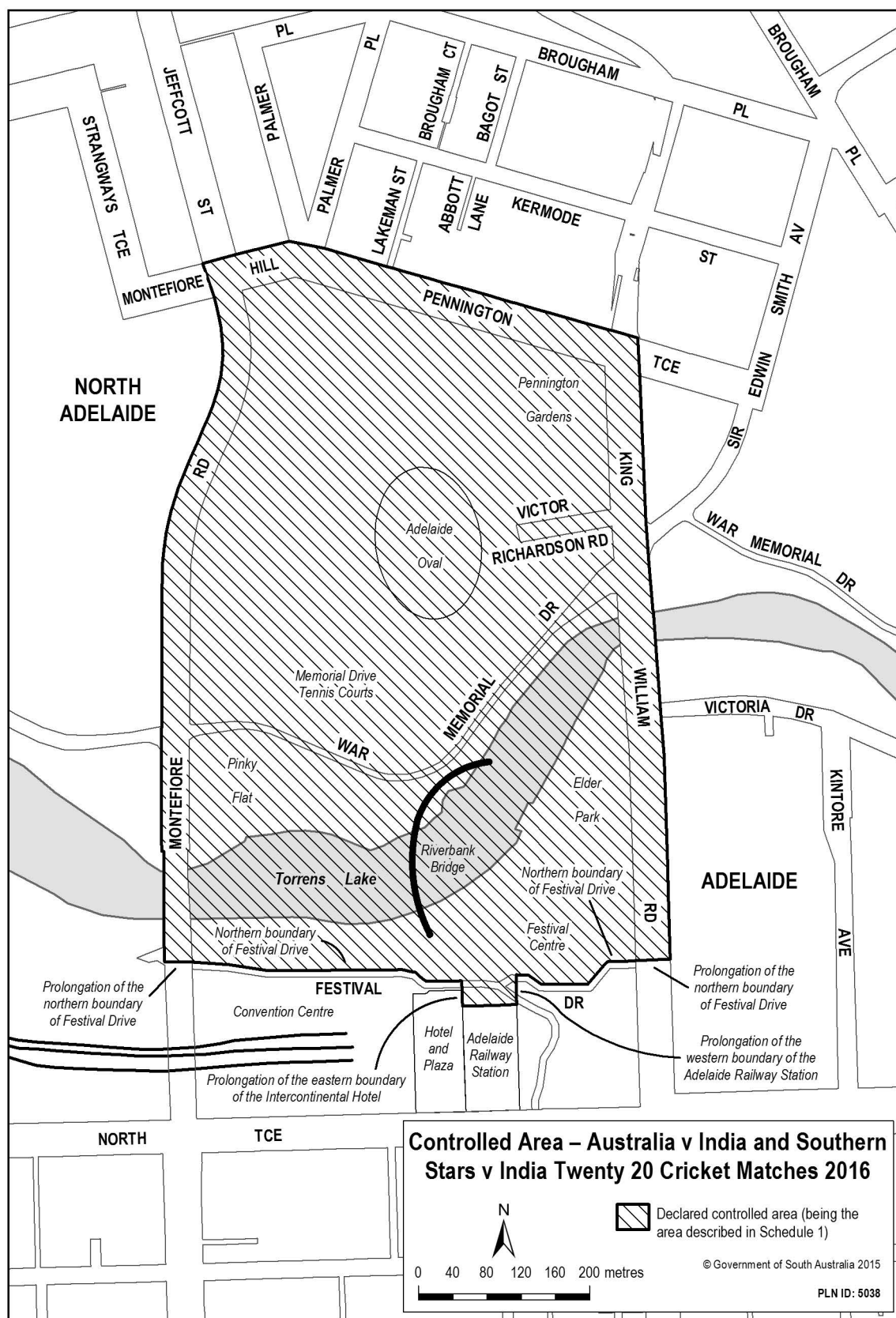
These regulations will expire on 27 January 2016.

Schedule 1—Description of controlled area

1—Description of controlled area

The controlled area comprises the area in Adelaide bounded as follows: commencing at the intersection of the prolongation in an easterly direction of the northern boundary of Festival Drive and the eastern boundary of King William Road, then northerly along the eastern boundary of King William Road to its intersection with the northern boundary of Pennington Terrace, then north-westerly along that boundary to its intersection with the northern boundary of the portion of road known as "Montefiore Hill", then westerly along that boundary to its intersection with the western boundary of Jeffcott Street, then southerly along that boundary in a straight line by the shortest route across Montefiore Hill to its intersection with the western boundary of Montefiore Road, then generally southerly along that boundary to its intersection with the prolongation in a westerly direction of the northern boundary of Festival Drive, then in an easterly direction along that boundary to its intersection with the prolongation in a northerly direction of the eastern boundary of the built structure comprising the Intercontinental Hotel, then in a southerly direction along that prolongation to the northeastern most point of that built structure, then in a southerly direction along the eastern boundary of that built structure to its intersection with the northern boundary of the built structure comprising the Adelaide Railway Station, then following that boundary in an easterly direction to the northeastern most point of that built structure, then in a northerly direction following the prolongation by the shortest route of the eastern boundary of that built structure to its intersection with the northern boundary of Festival Drive, then in a generally easterly direction along that boundary to the point of commencement, but excluding the built structures comprising and immediately adjacent to the Adelaide Festival Centre, the Intercontinental Hotel and the Adelaide Convention Centre Complex.

Schedule 2—Map of controlled area



Note—

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

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 19 November 2015

No 238 of 2015

15MTOUR0024

South Australia

District Court Civil Rules 2006 (Amendment No. 31)

BY virtue and in pursuance of Section 51 of the District Court Act 1991 and all other enabling powers, we, Geoffrey Louis Muecke, Chief Judge, and Rauf Soulio and Paul Vincent Slattery, Judges of the District Court of South Australia, make the following Rules of Court.

1. These Rules may be cited as the District Court Civil Rules 2006 (Amendment No. 31).

2. Subject to rule 3, the amendments made by these Rules come into effect on 1 December 2015 or the date of their gazettal, whichever is later (*'the commencement date'*).

3. (1) Rules 187 to 188I as introduced by rule 8 hereof apply to proceedings commenced after the commencement date and to existing proceedings in which no formal offer of settlement has been filed by any party as at the commencement date.

(2) Subject to subrule (3), rules 187 and 188 as they stood before the commencement date continue to apply thereafter to proceedings in which a formal offer of settlement had been filed by any party as at the commencement date.

(3) The Court may order on such terms as it thinks fit that rules 187 to 188I as introduced by rule 8 hereof apply to existing proceedings in which a formal offer of settlement had been filed by any party as at the commencement date.

4. The Supreme Court Civil Rules 2006 are amended as set out below.

5. Rule 6 is amended by deleting subrule (4) including the example and substituting the following:

‘(4) These Rules do not apply to proceedings for which special rules have been made except to the extent that those special rules so provide.’

6. Rule 95 is amended by deleting subrule (3).

7. Rule 130F is amended by deleting ‘between two or more businesses’ from paragraph (a) of subrule (1).

8. Existing rules 187 and 188 are deleted. The following rules 187 to 188I are inserted in their place:

187—Making of a formal offer

(1) A party (*the offeror*) may, by notice in writing, make an offer to any other party (*the offeree*) to compromise any claim in the proceeding, either in whole or in part, on specified terms (a *formal offer*).

Note—

A claim is defined by rule 30. A single action may include multiple claims. A formal offer may be made by a plaintiff or defendant in the principal action or a plaintiff or defendant in a cross action (including a counterclaim or contribution claim) or a plaintiff or defendant in a third party action. A formal offer might relate to one or more but not all claims in an action or it might relate to all claims in the action. A formal offer might relate to one action only in a proceeding (e.g. a cross action but not to the principal action) or it might relate to all actions in the proceeding.

(2) A formal offer is to be expressed—

(a) in terms of a judgment to be entered upon acceptance (a *judgment offer*); or

(b) in terms of a contract to come into existence upon acceptance including terms for the disposition of the claim the subject of the offer (by discontinuance, judgment or otherwise) (a *contract offer*).

Note—

The judgment the subject of a judgment offer might be expressed as a money judgment; a judgment for or for a proportion of damages to be assessed; for declaratory, injunctive or other special relief; for costs in a fixed amount or to be adjudicated; for a combination of such matters or any other judgment which the Court could enter.

- (3) A formal offer that does not comply with subrule (2) is incapable of acceptance for the purposes of this Part and is void for the purposes of this Part.
- (4) A formal offer is to—
 - (a) be in an approved form;
 - (b) state that it is made in accordance with this rule;
 - (c) if there is more than one action in the proceeding, state the action to which it relates; and
 - (d) if it relates to some, but not all, claims in the action to which it relates – state to which claims it relates.
- (5) A formal offer is to be—
 - (a) filed at Court in an envelope marked ‘formal offer – not to be opened except in accordance with an order of a Judge or Master’ unless it is expressed to be an open offer in which case it is to be filed in the usual way; and
 - (b) served on all other parties to the proceeding immediately upon being filed.
- (6) A formal offer—
 - (a) may be expressed to be an open offer but if silent will be taken to be made on the basis that it is without prejudice save as to costs;
 - (b) may include any terms as to costs (including that the offer is inclusive of costs or that the parties will submit to any order the Court may make in the exercise of its discretion) but if silent will be taken to include a term that the defendant to the relevant claim is to pay the plaintiff’s costs of the relevant claim on a party and party basis up to the time of acceptance;
 - (c) may be expressed to lapse after the expiration of a stipulated time, being not less than 14 days after service of the offer, but if silent will be taken to remain open until it lapses or is withdrawn in accordance with rule 188;
 - (d) if a contract offer involving payment of money, may stipulate time for payment but if silent will be taken to include a term that payment be made within 28 days of acceptance;
 - (e) may include any terms as to principal relief whether or not sought or obtainable in the proceeding;
 - (f) may annex reasons why it would be unreasonable for the offer not to be accepted.

188—Time for making, withdrawing and accepting a formal offer

- (1) If no time for acceptance is stipulated and the offer has not been withdrawn, a formal offer cannot be accepted after 7 clear calendar days before the commencement of the trial of the claim to which it relates.

Note—

If the trial is vacated or adjourned without being part heard, the original trial date the subject of the vacation or adjournment order is to be ignored for the purpose of subrule (1).

- (2) A party may make more than one formal offer.
- (3) Provided that it has not been accepted, a party may withdraw a formal offer at any time by filing and serving on each party to the proceeding a notice of withdrawal in an approved form.

- (4) If a party withdraws a formal offer within 14 days after it has been served, the formal offer is to be treated as if it never existed.

188A—Response to offer

- (1) A party to whom a formal offer has been made is to respond to the offer within 14 days of service by a response (a *formal response*)—
- (a) accepting the offer; or
 - (b) not accepting the offer; or
 - (c) contending that the offer does not comply with rule 187 and explaining why.
- (2) An offeree who contends that the offeree cannot reasonably decide whether to accept the offer within 14 days is to include in the formal response a statement to that effect, identify how long the offeree reasonably needs to decide whether to accept the offer and explain why such additional time is required.
- (3) The making of a formal response that does not accept the formal offer does not prevent later acceptance of the offer by the offeree.
- (4) A formal response is to—
- (a) be in an approved form;
 - (b) state that it is made in accordance with this rule;
 - (c) be filed at Court in an envelope marked ‘formal response—not to be opened except in accordance with an order of a Judge or Master’ unless it is expressed to be an open response and is in response to an open offer in which case it is to be filed in the usual way; and
 - (d) be served on all other parties to the proceeding immediately upon being filed.
- (5) Unless the Court otherwise orders in exceptional circumstances, an offeree is not entitled on an application for costs under rule 188F, 188G, 188H or 188I to contend that an offer does not comply with rule 187 or did not give the offeree a reasonable time decide whether to accept the offer other than on any grounds identified in a formal response served in compliance with subrule (1).

188B—Communication of offer and response

- (1) Unless expressed to be an open offer and subject to subrule (3)—
- (a) no reference to the terms of a formal offer is to be made in any pleading, affidavit or other document filed or lodged with the Court;
 - (b) a formal offer will be kept by the Court in a suppressed file and the terms of a formal offer are not to be disclosed to the trial Judge.
- (2) Unless expressed to be an open response in response to an open offer and subject to subrule (3)—
- (a) no reference to the terms of a formal response is to be made in any pleading, affidavit or other document filed or lodged with the Court;
 - (b) a formal response will be kept by the Court in a suppressed file and the terms of a formal response are not to be disclosed to the trial Judge.
- (3) Subrules (1) and (2) do not apply—
- (a) after the offer is accepted in accordance with rule 188C; or
 - (b) after all questions to which the offer is relevant have been determined; or
 - (c) if the Court permits or requires disclosure.

188C—Acceptance of offer

- (1) A party to whom a formal offer has been made, which offer remains open for acceptance, may accept the offer or, where the offer contains alternatives, an alternative contained in the offer.

- (2) A party may accept an offer which remains open for acceptance notwithstanding the existence of a concurrent offer by the offeror or offeree in different terms.
- (3) The acceptance of a formal offer is to be in an approved form.
- (4) When a judgment offer is accepted, judgment reflecting the terms of the offer may be entered by consent. The offeror is to—
 - (a) lodge with the Court for settling a draft judgment within 14 days of acceptance of the offer; or
 - (b) file a notice of discontinuance; or
 - (c) apply for an appropriate order.
- (5) When a contract offer is accepted, either party may apply to the Court for appropriate orders in light of the terms of the contract constituted by the offer and acceptance.
- (6) When a formal offer is accepted which is expressed to include payment of a party's costs of action up to the time of acceptance or any other time specified in the offer, the party whose costs are to be paid is entitled to an adjudication of costs up to that time on the relevant basis.

188D—Party under disability

A person under disability may make or accept a formal offer, but no acceptance of an offer made by that person and no acceptance by that person of an offer is binding until the Court has approved the compromise.

188E—Failure to comply with accepted offer

- (1) If a party to an accepted judgment offer fails to comply with the terms of the offer, the Court may on the application of another party to the accepted offer—
 - (a) enter judgment to give effect to the terms of the accepted offer;
 - (b) stay or dismiss the claim the subject of the accepted offer if the plaintiff is in default or strike out the defendant's defence to the claim the subject of the accepted offer if the defendant is in default;
 - (c) set aside the acceptance of the offer and make directions for the claim the subject of the accepted offer to proceed to trial; or
 - (d) make such other order as the Court thinks fit.
- (2) If a party to an accepted contract offer fails to comply with the terms of the contract constituted on acceptance of the offer, the Court may on the application of another party to the accepted offer—
 - (a) make orders to give effect to the terms of the accepted offer; or
 - (b) stay or dismiss the claim the subject of the accepted offer if the plaintiff is in default or strike out the defendant's defence to the claim the subject of the accepted offer if the defendant is in default;
 - (c) set aside the acceptance of the offer and make directions for the claim the subject of the accepted offer to proceed to trial; or
 - (d) make such other order as the Court thinks fit.

188F—Costs where complying offer not accepted

- (1) In this Part
complying offer means a formal offer that—
 - (a) complies with rule 187;
 - (b) involves a genuine compromise;
 - (c) contains a term either that the defendant on the relevant claim is to pay the costs of the plaintiff on the relevant claim on a party and party basis or that the parties will submit to any order the Court may make in the exercise of its discretion;
 - (d) if a contract offer—
 - (i) is a monetary offer; and

- (ii) if made by the party who is to pay the money, the money is payable under the terms of the offer within not more than 28 days after acceptance of the offer and the party is ready, willing and able to pay the money in accordance with the terms of the offer; and
- (e) was filed at least 21 clear calendar days before the commencement of the trial of the claim to which it relates or such later date as may be specified by the Court on application for an extension of time made before the formal offer is made.

Note—

If the trial is vacated or adjourned without being part heard, the original trial date the subject of the vacation or adjournment order is to be ignored for the purpose of paragraph (e).

monetary offer means a formal offer under which the principal consideration payable by one party to the other (disregarding costs) is the payment of money.

- (2) The provisions of this rule are subject to the overriding discretion of the Court.
- (3) When a complying offer is made by a plaintiff and not accepted by a defendant and the plaintiff obtains judgment on the claim to which the offer relates no less favourable to the plaintiff than the terms of the offer—
 - (a) the costs incurred in respect of the claim up to 14 days after service of the formal offer are unaffected by the making of the formal offer;
 - (b) the plaintiff is entitled to an order against the defendant for the plaintiff's costs of action in respect of the claim to which the complying offer relates thereafter on an indemnity basis.
- (4) When a complying offer is made by a defendant and not accepted by a plaintiff and the defendant obtains judgment on the claim to which the offer relates—
 - (a) the costs incurred in respect of the claim up to 14 days after service of the formal offer are unaffected by the making of the formal offer;
 - (b) the defendant is entitled to an order against the plaintiff for the defendant's costs of action in respect of the claim to which the complying offer relates thereafter on an indemnity basis.
- (5) When a complying offer is made by a defendant and not accepted by a plaintiff and the plaintiff obtains judgment in respect of the claim to which the offer relates less favourable to the plaintiff than the terms of the offer—
 - (a) the costs incurred in the action up to 14 days after service of the formal offer are unaffected by the making of the formal offer;
 - (b) the defendant is entitled to an order against the plaintiff for the defendant's costs of action in respect of the claim to which the complying offer relates thereafter on a party and party basis.
- (6) When a party makes a complying offer for a proportion of damages to be assessed, the provisions of this rule do not apply to costs incurred in relation to the quantum of damages unless the Court specifically orders.

188G—Costs in other cases

- (1) This rule applies in cases to which rule 188F does not apply.
- (2) When—
 - (a) a party has made a formal offer;
 - (b) the offer was not accepted; and
 - (c) judgment is granted in respect of the claim the subject of the offer on terms no less favourable to the offeror than the terms of the offer—the Court is to take those matters into account in determining what order for costs to make.

- (3) Without affecting the generality of the discretion of the Court, in exercising its discretion as to costs in accordance with subrule (2), if the Court considers that a party unreasonably rejected a formal offer, the Court may—
 - (a) order that the offeree pay the costs of the offeror in respect of the claim the subject of the offer after 14 days after service of the formal offer on an party and party basis or some other basis; or
 - (b) order that the offeree bear its own costs in respect of the claim the subject of the offer after 14 days after service of the formal offer; or
 - (c) make such other order as to costs as it thinks appropriate.

188H—Costs on appeals

- (1) In this Part
appeal includes a review standing in the stead of or analogous to an appeal—
- (2) A party (*the offeror*) may, by notice in writing, make an offer to any other party (*the offeree*) to compromise an appeal, either in whole or in part, on specified terms (an *appeal offer*).
- (3) The provisions of rules 187, 188 and 188B to 188E apply *mutatis mutandis* to an appeal offer as if it were a formal offer in a proceeding at first instance.
- (4) An appeal offer may be on terms that take into account any cross-appeal.
- (5) Where on an appeal—
 - (a) a party has made an appeal offer;
 - (b) the offer was not accepted; and
 - (c) the offeror obtains an order on the appeal no less favourable to that party than the terms of the offer—the Court is to take those matters, and also the stage of the appeal at which the offer was made, into account in determining what order for costs to make in respect of the appeal or in respect of the appeal and the proceeding more generally.
- (6) Without affecting the generality of the discretion of the Court, in exercising its discretion under subrule (5), the Court may order that the offeree pay the costs of the offeror on a solicitor/client basis or a party and party basis or not recover that party's costs from the time the offer was served or from any other time that the Court thinks fit.

188I—Costs on adjudication of costs

- (1) In this Part
adjudication means the process of adjudicating costs under Chapter 12 Part 3 and includes all stages of the adjudication from commencement to final conclusion.
- (2) A party (*the offeror*) may, by notice in writing, make an offer to any other party (*the offeree*) to compromise an adjudication, either in whole or in part, on specified terms (an *adjudication offer*).
- (3) The provisions of rules 187, 188 and 188B to 188E apply *mutatis mutandis* to an adjudication offer as if it were a formal offer in a proceeding at first instance.
- (4) Where on an adjudication—
 - (a) a party has made an adjudication offer;
 - (b) the offer was not accepted; and
 - (c) the offeror obtains an order on the adjudication no less favourable to that party than the terms of the offer—the Court is to take those matters, and also the stage of the adjudication at which the offer was made, into account in determining what order for costs to make in respect of the adjudication.

- (5) Without affecting the generality of the discretion of the Court, in exercising its discretion under subrule (4), the Court may order that the offeree pay the costs of the offeror on a solicitor/client basis or a party and party basis or not recover that party's costs from the time the offer was served or from any other time that the Court thinks fit.

8. Rule 264 (5) is amended by:

- (1) deleting from paragraph (a) the word 'reasonably' and inserting at the end of that paragraph immediately before the closing parenthesis 'to the extent that the party entitled to the costs shows them to have been reasonably incurred';
- (2) inserting the following note at the end of paragraph (b):

Note—

The difference between solicitor and client costs and indemnity costs is as to the onus of proof and persuasion: that onus lies on the party entitled to costs when solicitor and client costs are ordered and lies on the party liable for costs when indemnity costs are ordered.'

Dated 9 November 2015.

G. L. MUECKE, Chief Judge

R. SOULIO, Judge

P. V. SLATTERY, Judge

South Australia

District Court Civil Supplementary Rules 2014 (Amendment No. 3)

BY virtue and in pursuance of Section 51 of the District Court Act 1991 and all other enabling powers, we, Geoffrey Louis Muecke, Chief Judge, and Rauf Soulio and Paul Vincent Slattery, Judges of the District Court of South Australia, make the following Rules of Court.

1. These Rules may be cited as the District Court Civil Supplementary Rules 2014 (Amendment No. 3).

2. The amendments made by these Rules come into effect on 1 December 2015 or the date of their gazettal, whichever is later.

3. The District Court Civil Supplementary Rules 2014 are amended as set out below.

4. Supplementary rule 53 is amended as follows:

- (1) by inserting in subrule (2) after 'Portable Document Format (*PDF*)' the words ', Signed Portable Document Format (*PDF/A*)';
- (2) by inserting in subrule (3) after 'If alternatives are available,' the words 'except as to reports sourced from Austlii';
- (3) by inserting in subrule (3) the words 'to either the RTF version or the PDF/A version of the report (if available and at the option of the person lodging the list of authorities)' in substitution for all of the words after 'directly'.

5. Supplementary rules 177 and 178 are deleted and the following substituted in their place:

'177—Offer of settlement

- (1) A formal offer under rule 187 (4) (a) of the Rules is to be in form 36.
- (2) A notice of withdrawal of a formal offer under rule 188 (3) of the Rules is to be in form 36A.

178—Response to offer of settlement

- (1) A formal response under rule 188A (4) (b) of the Rules is to be in form 36B.
- (2) An acceptance of a formal offer under rule 188C (3) is to be in form 37.'

6. Forms 36 and 37 in the Schedule to the Supplementary Rules are deleted.

7. Forms 36, 36A, 36B and 37 in the Schedule hereto are inserted in the Schedule to the Supplementary Rules.

THE SCHEDULE

Form 36

Rule 187 (4)

Formal offer

FORMAL OFFER

The *(role of party)*, *(name)* OFFERS pursuant to rule 187 to settle the proceeding *(or if a particular action in the proceeding, specify it)* *(or if a particular claim in the action, specify the claim and the action)* as follows:

1. (insert terms of offer with precision in numbered paragraphs)

Date:

.....
Signed by *(name)*

(role of party)/(role of party's) solicitor *(delete whichever is inapplicable)*

Notes

- 1 The offer must be either a judgment offer or a contract offer: see rule 187 (2) and (3).
- 2 The offer may be expressed to lapse after the expiration of a stipulated time, being not less than 14 days after service of the offer, but if silent will be taken to remain open until it lapses or is withdrawn in accordance with rule 188: see rule 187 (6) (c).
- 3 The offer may be expressed to be an open offer but if silent will be taken to be made on the basis that it is without prejudice save as to costs: see rule 187 (6) (a).
- 4 The offer may include any terms as to costs but if silent will be taken to include a term that the defendant to the relevant claim is to pay the plaintiff's costs of the relevant claim on a party and party basis up to the time of acceptance: see rule 187 (6) (b).
- 5 If the offer is intended to be a 'complying offer' within the meaning of rule 188F (1), it must comply with the definition of that term contained therein: see rule 188F.

Form 36A

Rule 188 (3)

Withdrawal of formal offer

WITHDRAWAL OF FORMAL OFFER

The *(role of party)*, *(name)* WITHDRAWS pursuant to rule 188 (3) the formal offer filed on *(date)* *(if more than one offer was filed on that date, specify the offer or offers being withdrawn)*.

Date:Signed by *(name)**(role of party)/(role of party's) solicitor (delete whichever is inapplicable)*

Rule 188A (4)

Form 36B

Response to formal offer

RESPONSE TO FORMAL OFFER (OTHER THAN ACCEPTANCE)

The *(role of party)*, *(name)* RESPONDS pursuant to rule 188A to the formal offer made by the *(role of party)*, *(name)* filed on *(date)* as follows.

The offer is not accepted

The offer does not comply with rule 187 because *(insert detailed reasons)*
(delete whichever is inapplicable)

(If it is contended that the offeree cannot reasonably decide whether to accept the offer within 14 days, include the following section:)

The offeree cannot reasonably decide whether to accept the offer within 14 days, the offeree reasonably needs *(insert number of days from date of service of offer)* to decide whether to accept the offer and this is because *(insert detailed reasons)*.

Date:

.....
Signed by *(name)*

(role of party)/(role of party's) solicitor *(delete whichever is inapplicable)*

Form 37

Rule 188C (3)

Acceptance of offer

ACCEPTANCE OF FORMAL OFFER

The *(role of party)*, *(name)* ACCEPTS pursuant to rule 188C the formal offer made by the *(role of party)*, *(name)* filed on *(date)*.

Date:Signed by *(name)**(role of party)/(role of party's) solicitor (delete whichever is inapplicable)*

Dated 9 November 2015.

G. L. MUECKE, Chief Judge

R. SOULIO, Judge

P. V. SLATTERY, Judge

South Australia
District Court Special Applications Supplementary
Rules 2014
(Amendment No. 1)

BY virtue and in pursuance of section 51 of the District Court Act 1935 and all other enabling powers, we, Geoffrey Louis Muecke, Chief Judge, and Rauf Soulio and Paul Vincent Slattery, Judges of the District Court of South Australia, make the following District Court Special Applications Supplementary Rules 2014 (Amendment No. 1).

1. These Rules may be cited as the District Court Special Applications Supplementary Rules 2014 (Amendment No. 1).

2. The District Court Special Applications Supplementary Rules 2014 are amended as set out below.

3. The amendments made by these Rules come into effect on 1 December 2015 or the date of their gazettal, whichever is later.

4. Form SA9 is deleted and new Form SA9 is inserted in its place.

Rule 18 (3)

Form SA9

Warrant for search and seizure

WARRANT FOR SEARCH AND SEIZURE

Serious and Organised Crime (Unexplained Wealth) Act 2009 s 16
Australian Crime Commission (South Australia) Act 2004 s 29
Australian Crime Commission Act 2002 (Cth) s 22

1. On an application made on (insert date) by:
- the Commissioner of Police
 - an eligible person within the meaning of the Australian Crime Commission Act 2002 (Cth)

(delete whichever is inapplicable),

I, a Judge of the District Court of South Australia, am satisfied that:

- the
 - documents/articles *(delete whichever is inapplicable)* to which the application relates
 - the person/premises *(delete whichever is inapplicable)* to which the application relates might have/contain *(delete whichever is inapplicable)* documents/articles *(delete whichever is inapplicable)*

(delete whichever is inapplicable)

relevant to identifying/tracing/locating/valuing *(delete whichever is inapplicable)* a person's wealth being proper grounds for the issue of a warrant under section 16 of the Serious and Organised Crime (Unexplained Wealth) Act 2009

- the applicant has reasonable grounds for suspecting that there may be
- upon land
- upon/in *(delete whichever is inapplicable)* premises/a vessel/an aircraft/a vehicle *(delete whichever is inapplicable)*

(delete whichever is inapplicable)

a thing connected with a special ACC operation/investigation *(delete whichever is inapplicable)* and the applicant believes on reasonable grounds that if a summons were issued for the production of the thing it might be concealed, lost, mutilated or destroyed being proper grounds for the issue of a warrant under section 29 of the Australian Crime Commission (South Australia) Act 2004/section 22 of the Australian Crime Commission Act 2002 (Cth) *(delete whichever is inapplicable)*

(delete whichever is inapplicable).

2. This warrant authorises *(insert name and position)*
- to enter and search *(set out details of private place and/or private vehicle)*
 - to seize *(set out details)*
 - to search *(set out details)* and to seize *(set out details)*
 - to enter *(set out details)*, search *(set out details)* and seize *(set out details)*

(delete whichever is inapplicable).

Date:

.....
(Judge of the District Court)

Note

The Act under which the warrant is issued prescribes the powers that may be exercised under the warrant.

Dated 9 November 2015.

G. L. MUECKE, Chief Judge

R. SOULIO, Judge

P. V. SLATTERY, Judge

RULES OF COURT

District Court Fast Track Rules Adoption Rules 2014 (Amendment No. 1)

BY virtue and in pursuance of Section 51 of the District Court Act 1991 and all other enabling powers, we, Geoffrey Louis Muecke, Chief Judge, and Rauf Soulio and Paul Vincent Slattery, Judges of the District Court of South Australia, make the following Rules of Court.

1. These Rules may be cited as the District Court Fast Track Rules Adoption Rules 2014 (Amendment No. 1).

2. Subject to rule 3, the amendments made by these Rules come into effect on 1 December 2015 or the date of their gazettal, whichever is later (*'the commencement date'*).

3. (1) The amendments made by rules 5 and 6 hereof apply to proceedings commenced after the commencement date and to existing proceedings in which no formal offer of settlement has been filed by any party as at the commencement date.
- (2) Subject to subrule (3), rules 24 to 26 as they stood before the commencement date continue to apply thereafter to proceedings in which a formal offer of settlement had been filed by any party as at the commencement date.
- (3) The Court may order on such terms as it thinks fit that the rules as amended by rules 5 and 6 hereof apply to existing proceedings in which a formal offer of settlement had been filed by any party as at the commencement date.

4. The Fast Track Rules 2014 being the Schedule to the District Court Fast Track Rules Adoption Rules 2014 are amended as set out below.

5. Rule 24 is amended by substituting '188F, 188G and 188I' for '187 and 188' wherever they occur.

6. Rules 25 and 26 are deleted.

Dated 9 November 2015.

G. L. MUECKE, Chief Judge

R. SOULIO, Judge

P. V. SLATTERY, Judge

RULES OF COURT

District Court Fast Track Supplementary Rules Adoption Rules 2014 (Amendment No. 1)

BY virtue and in pursuance of Section 51 of the District Court Act 1991 and all other enabling powers, we, Geoffrey Louis Muecke, Chief Judge, and Rauf Soulio and Paul Vincent Slattery, Judges of the District Court of South Australia, make the following District Court Fast Track Supplementary Rules Adoption Rules 2014 (Amendment No. 1).

1. These Rules may be cited as the District Court Fast Track Supplementary Rules Adoption Rules 2014 (Amendment No. 1).

2. The amendments made by these Rules come into effect on 1 December 2015 or the date of their gazettal, whichever is later (*'the commencement date'*).

3. The Fast Track Supplementary Rules 2014 being the Schedule to the District Court Fast Track Supplementary Rules Adoption Rules 2014 are amended as set out below.

4. Chapter 6 including rules 12 and 13 is deleted.

5. Forms FTS 2A, 2B, 3, 4A and 4B are deleted from Schedule 2.

Dated 9 November 2015.

G. L. MUECKE, Chief Judge

R. SOULIO, Judge

P. V. SLATTERY, Judge

GEOGRAPHICAL NAMES ACT 1991

Notice to Alter the Boundaries of Places

NOTICE is hereby given pursuant to the provisions of the Geographical Names Act 1991, that I, STEPHEN MULLIGHAN, Minister for Transport and Infrastructure, Minister of the Crown to whom the administration of the Geographical Names Act 1991, is committed, DO HEREBY:

1. Exclude from the suburb of **SEATON** and include into the suburb of **WEST LAKES** that area marked **(A)** on the plan.
2. Exclude from the suburb of **GRANGE** and include into the suburb of **WEST LAKES** that area marked **(B)** on the plan.

Copies of the plan showing the extent of the subject area can be viewed on the Land Services web-site at:

www.sa.gov.au/landservices/namingproposals

Dated 9 November 2015.

STEPHEN MULLIGHAN, Minister for Transport
and Infrastructure

SENDING COPY?

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Please include the following information in the covering email:

- The date the notice is to be published.
- Whether a proof, quote or return email confirmation is required.
- Contact details.
- To whom the notice is charged if applicable.
- A purchase order if required (chargeable notices).
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- Notices in Word format.
- Maps and diagrams in pdf.
- Notices that require sighting an official date and signature before publication in a pdf. If a pdf is not possible then fax the official file(s) to the Government Publishing Fax number listed below.

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NOTE:

Closing time for lodging new copy is 4 p.m. on Tuesday preceding the regular Thursday Gazette.

ADELAIDE CITY COUNCIL

Proposed Declaration of Public Road

NOTICE is hereby given pursuant to Section 210 of the Local Government Act 1999, that at a future meeting, Council intends to declare the unnamed private road delineated as Allotment 96 in Filed Plan No. 208396 (which said road is approximately 3 metres wide and 12 metres long and located 25 metres south of the south-west corner of Clarendon Street and Hindley Street) to be a public road.

M. GOLDSTONE, Chief Executive Officer

REGIONAL COUNCIL OF GOYDER

CALL FOR NOMINATIONS

Supplementary Election for Councillor in Burra Ward

NOMINATIONS to be a candidate for election as a member of the Regional Council of Goyder will be received between Thursday, 26 November 2015 and 12 noon Thursday, 10 December 2015. Candidates must submit a profile of not more than 150 words with their nomination form and may also provide a photograph, predominantly head and shoulders, taken within the previous 12 months.

Nomination kits are available from the Council Office, 1 Market Square, Burra.

A briefing session for intending candidates will be held at 7.30 p.m. on Tuesday, 24 November 2015, at the Council Chambers, 1 Market Square, Burra.

D. GULLY, Returning Officer

DISTRICT COUNCIL OF MOUNT BARKER

Declaration of Public Road

NOTICE is hereby given pursuant to Section 210 of the Local Government Act 1999, that The District Council of Mount Barker at its meeting held on 16 November 2015, declared a strip of road situated dividing Pieces 6 and 8 from Pieces 5 and 7 in Deposited Plan 30934 is hereby declared to be a public road.

A. STUART, Chief Executive Officer

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

Austin, Donald Ralph Thomas, late of Pridham Boulevard, Aldinga Beach, retired telecom employee, who died on 5 August 2015.

Barnes, John David, late of 1A Stephens Avenue, Torrensville, of no occupation, who died on 16 November 2012.

Beaumont, Barbara Ann, late of 6 Duncan Street, Findon, home duties, who died on 22 June 2015.

Benson, Wilma Maria, late of Pridham Boulevard, Aldinga Beach, retired paramedical aid, who died on 17 June 2015.

Clarke, Peter Thomas, late of Mill Street, Laura, retired manager, who died on 4 September 2015.

Clarke, Roger Brian, late of 4 Kangaroo Thorn Road, Trott Park, retired clerk, who died on 29 April 2015.

Cullen, Julie Ann, late of 9 Feature Court, Gilles Plains, home duties, who died on 26 August 2015.

Furnival, Dorothy Patricia, late of 2 Kalyra Road, Belair, of no occupation, who died on 25 September 2015.

Heritage, Pamela Fay, late of 14 Frew Street, Fullarton, of no occupation, who died on 26 July 2015.

Karan, Edith Irene Brunhilde, late of 108 Robsart Street, Parkside, home duties, who died on 3 August 2010.

King, Steven Paul, late of 39 Roberts Street, Unley, mail officer, who died on 11 April 2015.

Lohmeyer, Ivan Kenneth, late of 110 Strathfield Terrace, Largs North, retired storeman, who died on 1 July 2015.

Lownds, Michael Denham, late of 160-176 Walkerville Terrace, Walkerville, retired salesman, who died on 30 July 2015.

Pappalardo, Carmen, late of 1C Randell Street, Morphett Vale, home duties, who died on 28 July 2015.

Sandercok, Frank Stanley, late of Shackleton Avenue, Ingle Farm, retired maintenance man who died on 28 August 2015.

Notice is hereby given pursuant to the Trustee Act 1936, 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 the 18 December 2015, otherwise they will be excluded from the distribution of the said estate; 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 19 November 2015.

D. A. CONTALA, Public Trustee

DISTRICT COUNCIL OF CEDUNA

WATER INDUSTRY ACT 2012

Standard Customer Sales Contract and Standard Terms and Conditions of Retail Services

THE following Standard Customer Sales Contract including standard terms and conditions for the sale and supply of retail services is published pursuant to Section 36 of the Water Industry Act 2012.

G. M. MOFFATT, Chief Executive Officer

1. THE PARTIES

1.1 This **contract** is between:

District Council of Ceduna (ABN 95 064 946 791) of 44 O'Loughlin Terrace, Ceduna (referred to in this contract as 'we', 'our', or 'us'); and

You, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as 'you' or 'your')

2. DEFINITIONS

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

3. SERVICES PROVIDED UNDER THIS CONTRACT

3.1 This **contract** covers the sale and supply by us of a **water retail service** to your **supply address**.

3.2 Our water retail service, comprises of **drinking water** supplied to you through a dedicated drinking water network.

3.3 We will provide your **water retail service** in accordance with all **applicable regulatory instruments**.

4. DOES THIS DOCUMENT APPLY TO YOU?

4.1 This document applies to you if:

(a) your **supply address** receives, or will receive upon successful connection, our **water retail service** and you have not agreed to different terms and conditions with us;

(b) you currently receive, or will receive upon successful connection, our **water retail service** with **special characteristics** relevant to the provision of that **water retail service**; or

(c) you are required to pay us an **availability charge** under the **Regulations** but only for the purposes of Clauses 6.5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 32 of this **contract**.

4.2 Unless otherwise agreed by the parties, this document does apply:

5. CLASSIFICATION OF CUSTOMER CLASS

5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to your **supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

6. COMMENCEMENT

6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the **Act**.

6.2 If you are an existing **customer** that will continue to receive a **water retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.

6.3 If you are an existing **customer** receiving a **water retail service** from us and you are charged for that **water retail service** as a component of a rate notice issued under the Local Government Act 1999, this **contract** will start on the day following the termination of that statutory charging arrangement.

6.4 If you are a new **customer**, this **contract** starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.

6.5 If you are a person who becomes the registered proprietor of a **supply address** and Clause 6.2 or 6.3 does not apply to you, this **contract** starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

7.1 We may terminate this **contract** with you in accordance with **applicable regulatory instruments** if:

(a) the supply of the **water retail service** to your **supply address** has been disconnected in accordance with other provisions of this **contract** and you no longer have a right to be reconnected in accordance with Clause 27;

(b) you are no longer the owner of the **supply address** and we have entered into a new **contract** with the new owner; or

(c) circumstances beyond our reasonable control mean that the water reticulation network necessary to provide the **water retail service** to your **supply address** is no longer available.

7.2 You may terminate this **contract** with us at any point by providing us with 5 **business days'** notice, which may be given by:

(a) personal contact;

(b) telephone;

(c) electronic mail; or

(d) writing to us.

7.3 All rights and obligations accrued before the end of this contract continue despite the end of this contract, including your obligation to pay any amounts due to us.

7.4 Your right to dispute a bill under Clause 17 and recover amounts we have overcharged you in accordance with Clause 19 continues despite the end of this contract.

8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **water retail service** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **water retail service**.
- 8.2 Our obligation to sell or supply you with a **water retail service** at your **supply address** does not start until you satisfy our pre-conditions.

9. YOUR GENERAL OBLIGATIONS

9.1 Infrastructure:

- (a) You must arrange for all infrastructure on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber).
- (b) If installation of internal infrastructure at **your supply address** is reasonably required in order for us to provide you a **retail service** then you must arrange for that infrastructure to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.

9.2 Illegal use of water retail services:

- (a) You must only use the **water retail service** provided by us for lawful purposes and, if you are found to be illegally using our **water retail service**, or otherwise consuming our **water retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may:
- (i) estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** for that amount;
- (ii) recover that amount from **you**, as well any costs associated with estimating the consumption; and
- (iii) disconnect **your supply address** immediately.
- (b) By illegally using our **water retail service**, Clauses 14 and 16 will not apply to you.

10. FEES AND CHARGES

- 10.1 Any **fees and charges** associated with the sale and supply of a **water retail service** to you are set out in the **Price List** published from time to time and available on our website www.ceduna.sa.gov.au.
- 10.2 Changes in **fees and charges**
- (a) We have the right to change our **fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to you will be re-published on our website www.ceduna.sa.gov.au.
- 10.3 GST
- (a) amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 10.3 (b) applies unless an amount is stated to include GST.
- (b) where an amount paid by you under this **contract** is payment for a 'taxable supply' as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

11. TARIFF CHANGES

- 11.1 If we vary the type of tariff rate you are charged for your **water retail service**, we will notify you of the new tariff rate on your next bill.
- 11.2 Where this occurs within a billing cycle, we will calculate on a *pro-rata* basis using:
- (a) the old tariff rate up to and including the effective date for the change; or
- (b) the new tariff rate from the effective date to the end of the billing cycle.

12. BILLING

- 12.1 We will use our **best endeavours** to issue you a bill at least quarterly.
- 12.2 We may enter into an agreement with you to a different billing cycle with a regular recurrent period that differs to Clause 12.1.
- 12.3 We will prepare a bill so that you can easily verify that the bill conforms to this **contract** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.
- 12.4 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.
- 12.5 If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the notice.

13. PAYMENT METHODS

- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
- (a) in person,
- (b) by mail,
- (c) by direct debit; or
- (d) by **Centrepay** (for **residential customers**).
- 13.2 If you pay us by cheque, direct debit from an account with an **ADI** or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

14. FLEXIBLE PAYMENT ARRANGEMENTS

- 14.1 We offer flexible payment plans in accordance with this clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 14.2 **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - (b) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
 - (c) redirection of your bill as requested by you.

15. PAYMENT DIFFICULTIES

- 15.1 If you are experiencing payment difficulty, we will provide you with information about:
- (a) Our flexible payment arrangements;
 - (b) Our **residential customer hardship policy**;
 - (c) Government concessions; and
 - (d) Independent financial and other relevant counselling services.

16. HARDSHIP POLICY

- 16.1 We offer a **Hardship Policy** to all our **residential customers**.
- 16.2 Pursuant to the **Hardship Policy** we will:
- (a) have a process to identify if you are experiencing payment difficulties due to **financial hardship**;
 - (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
 - (c) have processes in place to adequately train hardship staff;
 - (d) offer alternative payment options including instalment plans;
 - (e) offer **Centrepay** to **residential customers**;
 - (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers**;
 - (g) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
 - (h) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.
- 16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

17. BILLING DISPUTES

- 17.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our **Enquiries, Complaints and Dispute Resolution Process** under Clause 28.
- 17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within 30 **business days**.
- 17.3 Where we are reviewing a bill, we may require you to pay:
- (a) the greater of:
 - (i) that portion of the bill under review that we agree is not in dispute; or
 - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any future bills that are properly due.
- 17.4 Where, after conducting a review of the bill, we are satisfied that it is:
- (a) correct, we may require you pay the amount of that bill which is still outstanding; or
 - (b) incorrect, we:
 - (i) will correct your bill;
 - (ii) will refund (or set off against the amount in Clause 17.4 (b) (iii) any fee paid in advance;
 - (iii) may require you pay the amount of that bill which is still outstanding; and
 - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under Clause 28.
- 17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:
- (a) our external dispute resolution body; or
 - (b) the industry ombudsman scheme (if we are a participant in that scheme).

18. UNDERCHARGING

- 18.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 18.2 Where any amount undercharged is as a result of an act or omission on our part we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.
- 18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.
- 18.4 We will not charge you interest on amounts recovered due to an error on our part and we will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months or 12 months in any other case.

19. OVERCHARGING

- 19.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within 10 **business days** of us becoming aware of the error.
- 19.2 If we have overcharged you and you have already paid your bill, we will:
- (a) credit the amount to your account and it will be deducted from your next bill; or
 - (b) if you have ceased to purchase a **water retail service** from us, repay that amount to you within 10 **business days**.

20. DEBT RECOVERY

- 20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **water retail service** by us if:
- (a) you continue to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (b) we have failed to comply with the requirements of:
 - (i) our **Hardship Policy** in relation to you; or
 - (ii) this contract relating to non-payment of bills, payment plans and providing assistance to **residential customers** experiencing payment difficulties; or
 - (c) you currently have a flow restriction device installed at the relevant **supply address** in accordance with Clause 23.

21. INTERRUPTIONS

- 21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **water retail service**.
- 21.2 We may interrupt the supply of your **water retail service** in the following instances:
- (a) for maintenance;
 - (b) for repair;
 - (c) for augmentations to the network;
 - (d) in the event of emergencies; or
 - (e) for health and safety reasons.
- 21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **water retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.
- 21.4 Where a planned interruption is required, we will use our **best endeavours** to provide you with at least 4 **business days'** notice prior to planned works that will cause an interruption to your **water retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

22.1 Quality

- (a) Your **water retail service** comprises of drinking **water**. We will provide that drinking water in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) Our obligation under in Clause 22.1 (a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this **contract**.
- (c) If we need to reclassify your **water retail service** from drinking water to non-drinking water or vice versa, we will do so only in accordance with **applicable regulatory instruments** and notify you immediately if reclassification is to occur.

22.2 Reliability

- (a) We will use our **best endeavours** to provide you with a **water** flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without the provision of additional on-site **water** infrastructure. You are responsible for arranging and covering the costs of such additional onsite **water** infrastructure, which must be installed by an appropriately licensed plumber.
- (b) We will notify you under Clause 22.3 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

22.3 **Water retail service with special characteristics**

- (a) If, prior to the commencement of this **contract**, you were a **customer** that we supplied a **water retail service** to with conditions as set out under a separate agreement, or without a formal agreement in place, this **contract** will now apply to the provision of that **water retail service** and the **special characteristics** applicable to that **water retail service** will apply.
- (b) We will advise you of the **special characteristics** of the **water retail service** applicable to you under this **contract**. For existing **customers**, we will advise you on commencement of this **contract**. For new **customers** we will advise you upon assessment of an application by you for a **water retail service** under this **contract**.

23. LIFE SUPPORT EQUIPMENT

- 23.1 If you, or someone you reside with has a medical condition where the continuation of a **water retail service** is critical for the operation of a life support equipment (as defined in the **Code**) you must:
- (a) notify us, with confirmation from a registered medical practitioner, that a person residing at the **residential customer's supply address** requires that continued use of life support equipment; and
 - (b) inform us if the person for whom the life support requirement is required vacates the **supply address** or no longer requires the life support equipment.
- 23.2 We may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the **supply address**.

23.3 Once we are notified under this clause, but subject to Clause 23.1 (b), we will:

- (a) register the **supply address** as a life support equipment address;
- (b) not arrange for the disconnection or restriction of the supply to that **supply address** while the person continues to reside at that address and required the use of a life support equipment; and
- (c) provide you with:
 - (i) at least 4 **business days**’ written notice of any planned interruptions to supply at the **supply address**;
 - (ii) advice there is likely to be a planned interruption to the supply at the **supply address**; and
 - (iii) an emergency telephone contact number (which is printed on your bill or available on our website).

24. RESTRICTIONS

24.1 Residential Customers

- (a) If you are a **residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** to you where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not agreed to an offer of a flexible payment plan under Clause 14 or another payment option to pay a bill;
 - (iii) you have not adhered to your obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;
 - (iv) you have not complied with the terms of our **Hardship Policy** referred to in Clause 16 resulting in you being removed from that hardship program;
 - (v) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (vi) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your apply address for failure to pay a bill, we will:
 - (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) give you information about the terms of our **Hardship Policy** and assess your eligibility for participation in our **Hardship Policy**;
 - (iii) give you information on government funded concessions, if applicable, and refer you to the organisation responsible for that concession;
 - (iv) give you a reminder notice;
 - (v) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with Clause 25; and
 - (vi) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.2 Non-residential Customers

- (a) If you are a **non-residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** at any of your **supply addresses** at which a **water retail service** is provided where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
 - (iii) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of water retail services to your apply address for failure to pay a bill, we will:
 - (i) use our **best endeavours** to contact you personally by the methods outline in the **Code**;
 - (ii) offer you an extension of time to pay on terms and conditions (which may include the payment of interest approved by **ESCOSA** from time to time);
 - (iii) give you a reminder notice;
 - (iv) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with Clause 25; and
 - (v) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

24.3 Subject to compliance with the **Code**, we may restrict the supply of a **water retail service** to a **supply address** immediately if you:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with Clause 14 before the expiry of the 5 **business days** period in the restriction warning; or
- (b) have accepted the offer of a flexible payment plan in accordance with Clause 14, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the 5 **business days** period in the restriction warning.

24.4 The restriction of supply of **water retail services** under Clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time.

25. RESTRICTION WARNING NOTICE

- 25.1 Prior to commencing action to restrict the supply of a **water retail service** to you, we will issue a restriction warning notice to you that:
- (a) states the date of its issue;
 - (b) states the matter giving rise to the potential restriction of your **supply address**;
 - (c) where the notice has been issued for not paying a bill:
 - (i) state the date on which the restriction warning notice ends; and
 - (ii) state that payment of the bill must be made during the restriction warning notice period;
 - (d) for matters other than not paying a bill, allow a period of not fewer than 5 **business days** after the date of issue for you to rectify the matter before restriction occurs;
 - (e) inform you of applicable restoration procedures and any charges for restoration (if applicable);
 - (f) include details of our telephone number for complaints and disputes; and
 - (g) include details of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

26. DISCONNECTIONS

- 26.1 We will not disconnect your **water retail service** for non-payment of a bill or bills. However, we may restrict your water retail service in accordance with Clause 24.
- 26.2 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may only arrange for the disconnection of your **retail service** if you have:
- (a) requested that disconnection;
 - (b) used the **water retail service** illegally; or
 - (c) refused entry to a water industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.
- 26.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your **supply address**, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the disconnection in accordance with your request.
- 26.4 We will inform you of any fees or charges that you will remain liable for under the Local Government Act 1999 or the Roxby Downs (Indenture Ratification) Act 1982 notwithstanding a disconnection under this clause.

27. RESTORATION OF WATER RETAIL SERVICE

- 27.1 If we have disconnected or restricted the supply of your **water retail service** to you, we will use our **best endeavours** to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:
- (a) Clause 9.1;
 - (b) the reasons for the disconnection or restriction being rectified by you; and
 - (c) you have paid the appropriate charge for reconnection or removal of **water** flow restriction (if applicable).
- 27.2 If you are a **residential customer**, we will not charge a restoration fee where you are experiencing **financial hardship** and should have been identified as eligible for our **Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.
- 27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by the **regulatory service standards**.

28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

- 28.1 If you have an enquiry or complaint relating to our **water retail service** or related matter, you can contact us on (08) 8625 3407
- 28.2 You may make a complaint to us regarding our services or compliance with this **contract**. We will address your complaint in the manner set out in our procedures for the management and resolution of customer enquiries and disputes. For further information regarding this process please refer to our website.
- 28.3 If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of customer enquiries and disputes.
- 28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

29. RIGHT TO ENTER

- 29.1 In the case of an emergency or on agreement with you, we will enter your property to perform planned or unplanned maintenance to our infrastructure located at your **supply address**, in each case in accordance with Sections 44 and 45 of the **Act**.

30. FORCE MAJEURE

- 30.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:
- (a) the obligations of the party under this **contract**, other than an 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 party 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.
- 30.2 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.

- 30.3 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.
- 30.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.
31. INFORMATION AND PRIVACY
- 31.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 31.2 We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.
- 31.3 By accepting a **water retail service** under this **contract** you are agreeing to the release of billing data to a tenant of your **supply address**, in accordance with processes approved by **ESCOSA** from time to time.
32. GENERAL
- 32.1 Applicable law
The laws in force in the State of South Australia govern this **contract**.
- 32.2 Referral of Our Obligations
Some obligations placed on us under this **contract** may be carried out by others engaged by us to perform the obligations on our behalf.
- 32.3 Amending the contract
This **contract** may only be amended in accordance with the **Code**. We will publish any amendments to this **contract** on our website.
- 32.4 The Code
If the **Code** grants us a right which may be included in this **contract**, our rights under this **contract** are deemed to include such a right.
33. SCHEDULE 1—DEFINITIONS

| | |
|--|--|
| Act | means the Water Industry Act 2012 (SA) as amended from time to time. |
| applicable regulatory instruments | means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA which applies to us. |
| ADI | means an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cth) as defined in Section 4 of the Acts Interpretation Act 1915 (SA). |
| availability charge | a charge for the availability of a service (rather than the use of it). The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982 allows us to recover this availability charge from you where our water infrastructure runs adjacent to your property. |
| best endeavours | means to act in good faith and use all reasonable efforts, skill and resources. |
| business day | means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia. |
| Centrepay | a free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments. |
| Code | means the Water Retail Code—Minor and Intermediate Retailers published by ESCOSA as amended from time to time. |
| connection point | means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network . |
| contract | means this contract which has been approved by ESCOSA under Clause 2.1 of the Code . |
| customer | means a customer as defined under Section 4 of the Act . |
| drinking water | means water provided by a reticulated system that is intended for human consumption or for purposes connected with human consumption |
| Enquiries, Complaints and Dispute Resolution Process | means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time. |
| ESCOSA | means the Essential Services Commission of South Australia, a body created under the Essential Services Commission Act 2002 (SA). |
| fees and charges | means our fees and charges as specified in our Price List . |
| Price List | means the fees and charges schedule published by us on our website and in the <i>Gazette</i> as may be amended from time to time. |
| financial hardship | means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts. |
| force majeure event | means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against. |
| Hardship Policy | means our financial hardship policy as published on our website and as may be amended from time to time. |
| Industry Ombudsman | means the industry ombudsman responsible for dealing with disputes under the Act . |
| meter | means the device and associated equipment owned by us used to measure the use of water or recycled water of a property. |

| | |
|-----------------------------------|---|
| Minister | means the Minister for Water and the River Murray. |
| network | Means in respect of the water retail service , the water reticulation network or the dual reticulation recycled water network (as the case may be). |
| non-standard water retail service | means a water retail service we may provide to customers on terms and conditions other than that set out in this contract , but such services do not include a water retail service provided to customers with special characteristics as described in Clause 22.3. |
| Non-residential customer | means a customer other than a residential customer . |
| Regulations | means the Water Industry Regulations 2012 (SA) as may be amended from time to time. |
| regulatory service standards | means the regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA . |
| residential customer | means a customer which acquires a retail service primarily for their own domestic purposes. |
| sewage | includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste). |
| supply address | means the property address at which the water retail service is to be provided under this contract . |
| water | includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage . |
| water restrictions | means limitations on water or recycled water use proclaimed by the Minister from time to time. |
| water retail service | means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of drinking water . |
| water reticulation network | means our system of water mains and service pipes for the provision of water to 2 or more locations in the State. |

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