



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 31 JULY 2025

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All instruments appearing in this gazette are to be considered official, and obeyed as such

## GOVERNOR'S INSTRUMENTS

### APPOINTMENTS, RESIGNATIONS AND GENERAL MATTERS

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Chief Justice Christopher John Kourakis as Governor's Deputy of South Australia from 4.15pm on Friday, 8 August 2025 until 5.30pm on Sunday, 10 August 2025.

By command,

NATALIE FLEUR COOK, MP  
For Premier

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Justice Debra Mullins to the Office of Justice of the Court of Appeal Division of the Supreme Court of South Australia on an auxiliary basis for a term commencing on 8 September 2025 and expiring on 19 September 2025, it being a condition of appointment that the powers and jurisdictions of office should be exercised only during the time or times the actual duties are being undertaken, but at no other time throughout the period of appointment - pursuant to section 3(1) of the Judicial Administration (Auxiliary Appointments and Powers) Act 1988.

By command,

NATALIE FLEUR COOK, MP  
For Premier

AGO0135-25CS

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Justice Robert Mitchell to the Office of Justice of the Court of Appeal Division of the Supreme Court of South Australia on an auxiliary basis for a term commencing on 3 November 2025 and expiring on 14 November 2025, it being a condition of appointment that the powers and jurisdictions of office should be exercised only during the time or times the actual duties are being undertaken, but at no other time throughout the period of appointment - pursuant to section 3(1) of the Judicial Administration (Auxiliary Appointments and Powers) Act 1988.

By command,

NATALIE FLEUR COOK, MP  
For Premier

AGO0135-25CS

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has been pleased to appoint Anthony John Keane as the Legal Profession Conduct Commissioner for a term commencing on 1 August 2025 and expiring on 31 July 2028 - pursuant to section 71 of the Legal Practitioners Act 1981.

By command,

NATALIE FLEUR COOK, MP  
For Premier

AGO0131-25CS

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has been pleased to appoint William Michael Greig Evans as a Clerk of Executive Council commencing on 31 July 2025 - pursuant to the Letters Patent and section 68 of the Constitution Act 1934.

By command,

NATALIE FLEUR COOK, MP  
For Premier

DPC25/036CS

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has determined that eligible members of the Outback Communities Authority, being those members who are eligible for remuneration according to the terms of Premier and Cabinet Circular PC016, are entitled to remuneration, effective from 31 July 2025 - pursuant to the Outback Communities (Administration and Management) Act 2009.

By command,

NATALIE FLEUR COOK, MP  
For Premier

25MLG010CS

Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has determined that eligible members of the South Australian Local Government Grants Commission, being those members who are eligible for remuneration according to the terms of Premier and Cabinet Circular PC016, are entitled to remuneration, effective from 31 July 2025 - pursuant to the South Australian Local Government Grants Commission Act 1992.

By command,

NATALIE FLEUR COOK, MP  
For Premier

25MLG010CS

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Department of the Premier and Cabinet  
Adelaide, 31 July 2025

Her Excellency the Governor in Executive Council has determined that eligible members of the Behavioural Standards Panel, being those members who are eligible for remuneration according to the terms of Premier and Cabinet Circular PC016, are entitled to remuneration, effective from 31 July 2025 - pursuant to the Local Government Act 1999.

By command,

NATALIE FLEUR COOK, MP  
For Premier

25MLG010CS

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## PROCLAMATIONS

South Australia

## **Second-hand Vehicle Dealers (Miscellaneous) Amendment Act (Commencement) Proclamation 2025**

### **1—Short title**

This proclamation may be cited as the *Second-hand Vehicle Dealers (Miscellaneous) Amendment Act (Commencement) Proclamation 2025*.

### **2—Commencement of suspended provisions**

The remaining provisions of the *Second-hand Vehicle Dealers (Miscellaneous) Amendment Act 2024* (No 16 of 2024) come into operation on 1 September 2025.

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

## REGULATIONS

South Australia

# **National Parks and Wildlife (Protected Animals—Marine Mammals) Regulations 2025**

under the *National Parks and Wildlife Act 1972*

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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *National Parks and Wildlife (Protected Animals—Marine Mammals) Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 September 2025.

### 3—Regulations under section 68(1)(c) of Act

These regulations are made under section 68(1)(c) of the Act.

#### Notes—

- 1 Under section 68(1)(c) of the Act a person must not undertake or continue an act or activity in relation to a protected animal that is contrary to regulations promulgated under that section unless the person acts pursuant to the Act or a permit granted by the Minister under section 68(2) or another provision of the Act or pursuant to some other Act or statutory instrument.
- 2 Under section 68(2) of the Act the Minister may grant a permit to a person to undertake an act or activity in relation to a protected animal that would otherwise contravene section 68(1).

### 4—Interpretation

- (1) In these regulations, unless the contrary intention appears—

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

*aircraft* means any machine or equipment designed to be flown by a person who has control over its speed and direction of movement but does not include a hovercraft;

*calf* means—

- (a) in the case of a dolphin—a dolphin that is generally in close proximity to an adult dolphin of the same species and is less than half the length of that dolphin; and
- (b) in the case of a whale—a whale that is generally in close proximity to an adult whale of the same species and is less than half the length of that whale;

*Encounter Bay Whale Nursery Protection Area*—see Schedule 1 clause 1;

*Fowlers Bay Whale Nursery Protection Area*—see Schedule 1 clause 2;

*motorised vessel* means a vessel that has a motor or engine as its principal source, or 1 of its principal sources, of motive power;

*observe*, in relation to a marine mammal, means—

- (a) to watch or listen to the marine mammal; or
- (b) to film or take photographs of the marine mammal; or
- (c) to make audio, video or other recordings of the marine mammal,

(including by means of remotely controlled equipment);

*personal watercraft* means a jet ski or other motorised vessel designed to be operated by a person standing, sitting astride or kneeling on the vessel but not seated within the vessel;

***prescribed vessel*** means any of the following vessels:

- (a) a personal watercraft;
- (b) a vessel used to engage in water skiing;
- (c) a vessel used to engage in parasailing;
- (d) a hovercraft;
- (e) a hydrofoil;
- (f) a wing-in-ground effect craft;

***prescribed viewing structure*** means a jetty, boardwalk or other man-made viewing platform or structure;

***protection area*** means—

- (a) the Encounter Bay Whale Nursery Protection Area; or
- (b) the Fowlers Bay Whale Nursery Protection Area; or
- (c) the Sleaford Bay Whale Nursery Protection Area;

***pup*** means a young seal or sea lion that is less than 1 metre in length or is suckling;

***signs of disturbance***—see regulation 9;

***Sleaford Bay Whale Nursery Protection Area***—see Schedule 1 clause 3;

***submersible*** means a vessel designed to be operated or used underwater;

***swimmer*** includes a person using a bodyboard, boogie board or surfboard;

***vessel*** means a boat or other craft, or a device, that is designed—

- (a) to be operated or used on or in water; and
- (b) to be navigated or manoeuvred by a person who has control over its speed and direction of movement,

and includes a submersible but does not include a bodyboard, boogie board or surfboard.

- (2) In these regulations, all lines in spatial descriptions are geodesics based on the Geocentric Datum of Australia (***GDA2020***) as defined in the determination under section 8A of the *National Measurement Act 1960* of the Commonwealth for the recognised-value standard of measurement position, and all coordinates are expressed in terms of GDA2020.

## 5—Application of regulations

- (1) These regulations only apply to, and in relation to, marine mammals that—
  - (a) are protected animals; and
  - (b) are in the wild.
- (2) These regulations do not apply to a person to the extent that—
  - (a) the person is acting reasonably in the best interests of a marine mammal that—
    - (i) is suffering from injury, disease or exhaustion; or
    - (ii) is stranded; or
    - (iii) is entangled or otherwise incapacitated by material of human origin; or

- (b) the person is responding in a reasonable manner to an emergency involving danger to human life or damage to the environment; or
- (c) the person is acting in accordance with the directions or instructions of a warden.

## **Part 2—Interaction with marine mammals**

### **Division 1—Vessels**

#### **6—Interpretation**

In this Division, a reference to a *person who is in control of a vessel* includes a reference to a swimmer who is using a submersible or other vessel.

#### **7—Application of Division**

This Division only applies in relation to a vessel if the observing of marine mammals or swimming near marine mammals is the purpose, or 1 of the purposes, for which the vessel is being used.

#### **8—Distance to be kept by prescribed vessels**

A person who is in control of a prescribed vessel must not move the vessel closer than 300 metres to a marine mammal.

#### **9—Distance to be kept by other vessels**

- (1) A person who is in control of a vessel that is not a prescribed vessel must not—
  - (a) move the vessel closer than 100 metres to a whale; or
  - (b) move the vessel closer than 50 metres to a marine mammal other than a whale.
- (2) A person who is in control of a vessel that is not a prescribed vessel must not move the vessel closer than 300 metres to a whale if—
  - (a) the whale—
    - (i) shows signs of disturbance; or
    - (ii) appears to be sick or injured; or
    - (iii) is stranded; or
    - (iv) is entangled or otherwise incapacitated by material of human origin; or
    - (v) is a calf; or
    - (vi) is within a protection area; or
  - (b) there are 2 vessels already within 300 metres of the whale.
- (3) A person who is in control of a vessel that is not a prescribed vessel must not move the vessel closer than 150 metres to a marine mammal other than a whale if—
  - (a) the marine mammal—
    - (i) shows signs of disturbance; or
    - (ii) appears to be sick or injured; or
    - (iii) is stranded; or



- (iv) is entangled or otherwise incapacitated by material of human origin; or
- (v) is a calf or pup; or
- (b) there are 2 vessels already within 150 metres of the marine mammal.

**Examples—**

The following are examples of a dolphin or whale showing signs of disturbance:

- attempts to leave an area;
- attempts to leave waters in the vicinity of a vessel;
- hasty diving;
- changes in breathing patterns;
- increased time diving as compared with time spent at the surface of waters;
- changes in acoustic behaviour;
- the onset of aggressive behaviour such as tail slashing or trumpet blowing.

The following are examples of a seal or sea lion showing signs of disturbance:

- rapid movement from land towards water;
- sudden awakening from sleep on land;
- the onset of vocalisation or growling;
- attempts by a female to shield a pup with her body or by her movements.

**10—Operation of vessels close to marine mammals**

- (1) A person who is in control of a vessel that is within 300 metres of a whale must not—
  - (a) approach the whale head on or tail on; or
  - (b) drop an anchor from the vessel; or
  - (c) allow the vessel to remain within 300 metres of the whale for more than 60 minutes.
- (2) A person who is in control of a vessel that is within 150 metres of a marine mammal other than a whale must not—
  - (a) approach the marine mammal head on or tail on; or
  - (b) drop an anchor from the vessel; or
  - (c) allow the vessel to remain within 150 metres of the marine mammal for more than 60 minutes.
- (3) If a whale moves towards a vessel that is within 300 metres of the whale, the person who is in control of the vessel must not use, or continue using, the vessel—
  - (a) to enable the observation of the whale; or
  - (b) for the purposes of swimming, or enabling persons to swim, near the whale,unless the person either maintains the vessel's position or moves it away from the whale.
- (4) If a marine mammal other than a whale moves towards a vessel that is within 150 metres of the marine mammal, the person who is in control of the vessel must not use, or continue using, the vessel—
  - (a) to enable the observation of the marine mammal; or

- (b) for the purposes of swimming, or enabling persons to swim, near the marine mammal,  
unless the person either maintains the vessel's position or moves it away from the marine mammal.
- (5) While a vessel is within 300 metres of a whale, the person who is in control of the vessel must not move the vessel between that whale and another whale that is within 300 metres of the vessel.
- (6) While a vessel is within 150 metres of a marine mammal other than a whale, the person who is in control of the vessel must not—
  - (a) move the vessel between a dolphin and another dolphin that is within 150 metres of the vessel; or
  - (b) move the vessel between a seal or sea lion and another seal or sea lion that is within 150 metres of the vessel.
- (7) If a dolphin is swimming on a pressure wave created ahead of the bow of a vessel, the person who is in control of the vessel must, while the dolphin is so swimming, maintain the vessel's direction and speed unless it is necessary for the vessel to stop, in which case, the person must reduce the vessel's speed gradually.
- (8) If a whale shows signs of disturbance by the presence of a vessel that is within 300 metres of the whale, the person in control of the vessel must move the vessel to at least 300 metres from the whale and keep the vessel at that distance until the whale no longer shows signs of disturbance.
- (9) If a marine mammal other than a whale shows signs of disturbance by the presence of a vessel that is within 150 metres of the marine mammal, the person in control of the vessel must move the vessel to at least 150 metres from the marine mammal and keep the vessel at that distance until the marine mammal no longer shows signs of disturbance.

## **11—Speed of motorised vessels close to marine mammals**

A person who is in control of a motorised vessel that is within—

- (a) 300 metres of a whale; or
  - (b) 150 metres of a marine mammal other than a whale,
- must not operate the vessel at a speed exceeding 4 knots.

## **Division 2—Aircraft**

### **12—Distance to be kept by aircraft**

- (1) This regulation only applies in relation to an aircraft if the observing of marine mammals is the purpose, or 1 of the purposes, for which the aircraft is being used.
- (2) A person who is in control of a gyrocopter or helicopter must not fly it—
  - (a) at an altitude of less than 500 metres above a marine mammal; or
  - (b) at an altitude of less than 500 metres above any part of a circular area that has a marine mammal at its centre and a radius of 500 metres.

- (3) A person who is in control of an aircraft other than a gyrocopter or helicopter must not fly it—
  - (a) at an altitude of less than 300 metres above a marine mammal; or
  - (b) at an altitude of less than 300 metres above any part of a circular area that has a marine mammal at its centre and a radius of 300 metres.
- (4) If a marine mammal shows signs of disturbance by the presence of an aircraft, the person in control of the aircraft must not use, or continue using, it to enable the observation of the marine mammal unless the person flies the aircraft away from the marine mammal until the marine mammal no longer shows signs of disturbance.

## **Division 3—People**

### **13—Interpretation**

In this Division, a reference to a *swimmer* includes a swimmer who is snorkelling or using scuba or hookah equipment but does not include a swimmer who is using a submersible or other vessel.

### **14—Distance to be kept by swimmers**

- (1) A swimmer must not move closer than 30 metres to a marine mammal.
- (2) A swimmer must not move closer than 300 metres to a whale if the whale—
  - (a) shows signs of disturbance; or
  - (b) appears to be sick or injured; or
  - (c) is stranded; or
  - (d) is entangled or otherwise incapacitated by material of human origin; or
  - (e) is a calf.
- (3) A swimmer must not move closer than 150 metres to a marine mammal other than a whale if the marine mammal—
  - (a) shows signs of disturbance; or
  - (b) appears to be sick or injured; or
  - (c) is stranded; or
  - (d) is entangled or otherwise incapacitated by material of human origin; or
  - (e) is a calf or pup.
- (4) A swimmer must not remain within—
  - (a) 300 metres of a whale; or
  - (b) 150 metres of a marine mammal other than a whale,for more than 30 minutes.

### **15—Distance to be kept by persons on land**

- (1) A person who is on land must not move closer than 30 metres to a seal or sea lion (whether the seal or sea lion is on land or in water).

- (2) A person who is on land must not move closer than 50 metres to a marine mammal (whether the marine mammal is on land or in water) if the marine mammal—
- (a) shows signs of disturbance; or
  - (b) appears to be sick or injured; or
  - (c) is stranded; or
  - (d) is entangled or otherwise physically incapacitated by material of human origin; or
  - (e) is a calf or pup.
- (3) Subregulations (1) and (2) do not apply if a person is on a prescribed viewing structure and no seal or sea lion is present on the structure at the same time.
- (4) If a seal or sea lion present on a prescribed viewing structure moves closer than 30 metres to a person, the person must maintain their position on the structure or move away from the seal or sea lion.

## **16—Feeding marine mammals**

A person must not—

- (a) feed a marine mammal; or
- (b) dispose of any material into water if—
  - (i) the person knows, or ought reasonably to know, that a marine mammal is in the vicinity; and
  - (ii) the material is likely to be eaten, ingested or otherwise absorbed by the marine mammal.

## **17—Touching marine mammals**

A person must not touch a marine mammal.

## **18—Noise or lights near marine mammals**

A person who is—

- (a) within 300 metres of a whale for the purpose of observing the whale; or
- (b) within 150 metres of a marine mammal other than a whale for the purpose of observing the marine mammal,

must not—

- (c) make, or cause to be made, a noise that is likely to frighten or otherwise cause distress to the whale or other marine mammal because of its loudness or suddenness or for any other reason; or
- (d) play back a recording of sounds made under water in a manner that is likely to be heard by the whale or other marine mammal; or
- (e) use underwater a torch, flash unit or any other form of artificial lighting that is likely to be seen by the whale or other marine mammal.

## **Part 3—Miscellaneous**

### **19—Restrictions on commercial activities**

- (1) Subject to subregulation (2), a person must not, for fee or reward—
  - (a) use an aircraft, vessel or other means to take another person into the vicinity of a marine mammal to enable the other person to observe the animal or swim near the animal; or
  - (b) assist another person in the vicinity of a marine mammal to observe the animal or swim near the animal.
- (2) Subregulation (1) does not prevent a person from taking another person to a place, as part of a tour operated for fee or reward, to enable the other person to observe a marine mammal from a prescribed viewing structure.

### **20—Expiation of offences**

The expiation fee for an alleged offence against section 68(1) of the Act comprised of contravening these regulations is \$315.

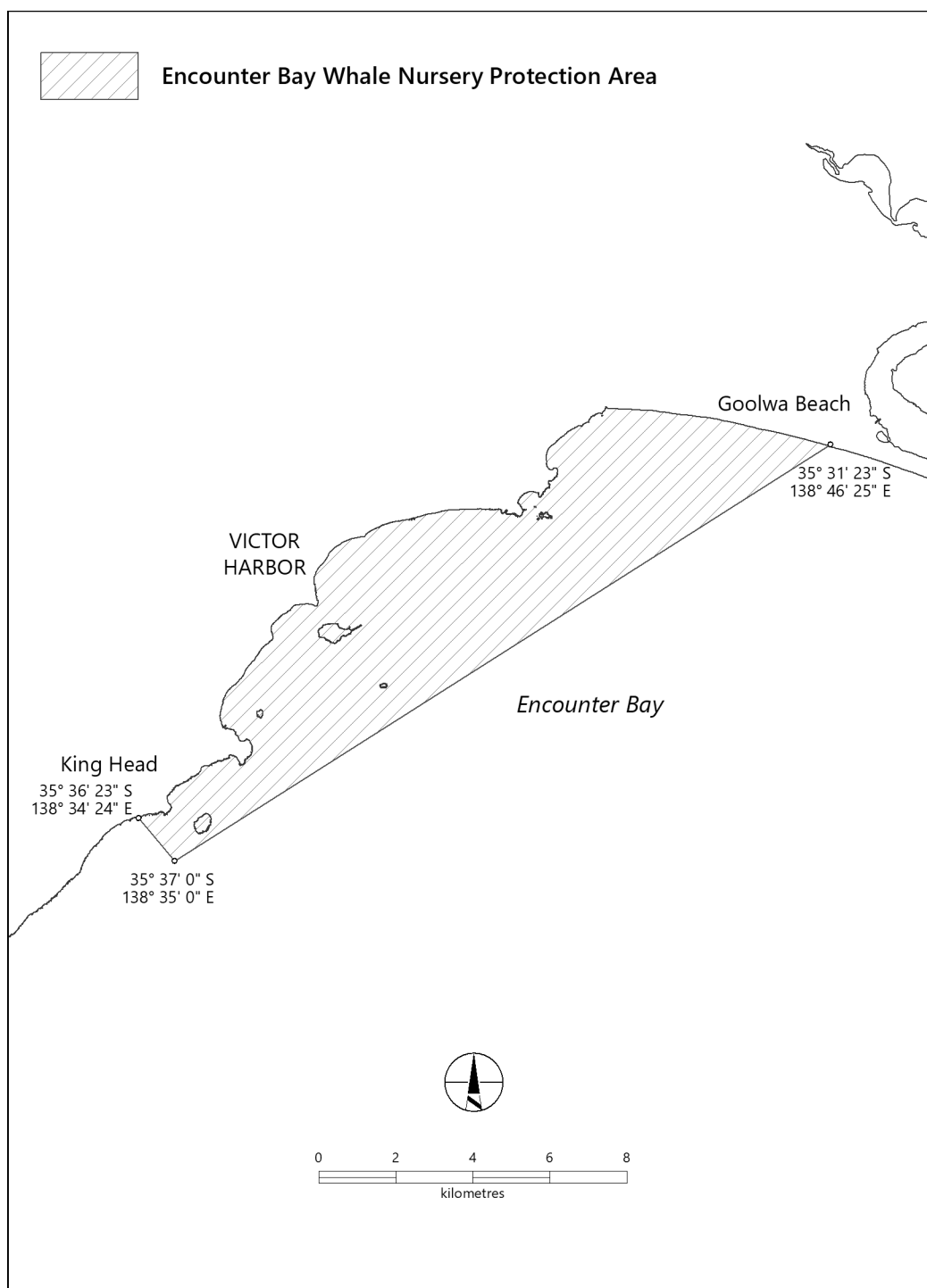
## **Schedule 1—Protection Areas**

### **Note—**

The maps in this Schedule are provided for convenience of reference only.

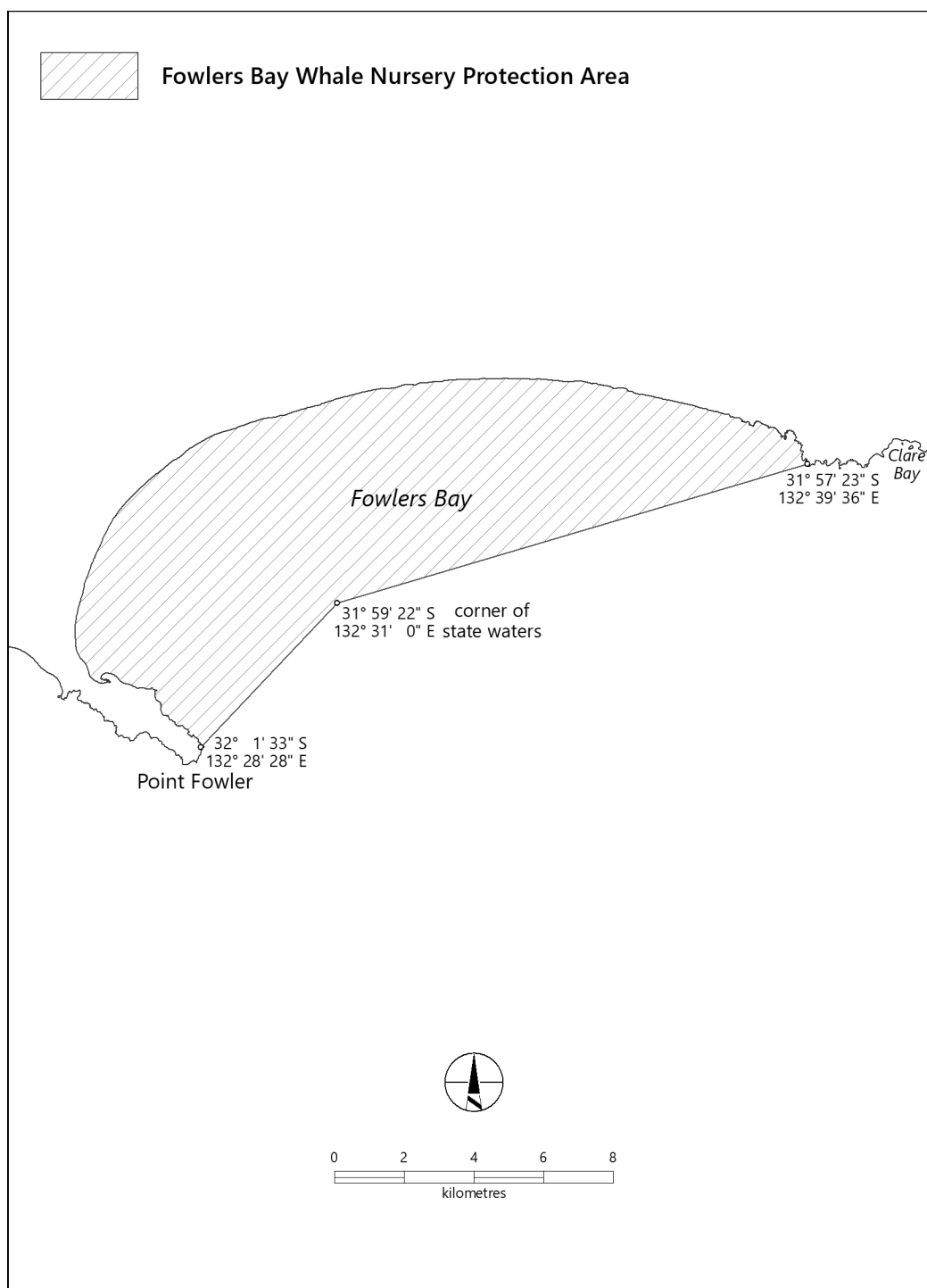
## 1—Encounter Bay Whale Nursery Protection Area

The Encounter Bay Whale Nursery Protection Area comprises the area bounded by a line commencing at a point at the mean high water mark approximately 750 metres west of King Head, position latitude  $35^{\circ}36'23''$  South, longitude  $138^{\circ}34'24''$  East, then approximately 1.5 kilometres south-easterly to position latitude  $35^{\circ}37'0''$  South, longitude  $138^{\circ}35'0''$  East, then to a point at the mean high water mark near the Goolwa Beach car park, position latitude  $35^{\circ}31'23''$  South, longitude  $138^{\circ}46'25''$  East, then to the point of commencement along the mean high water mark.



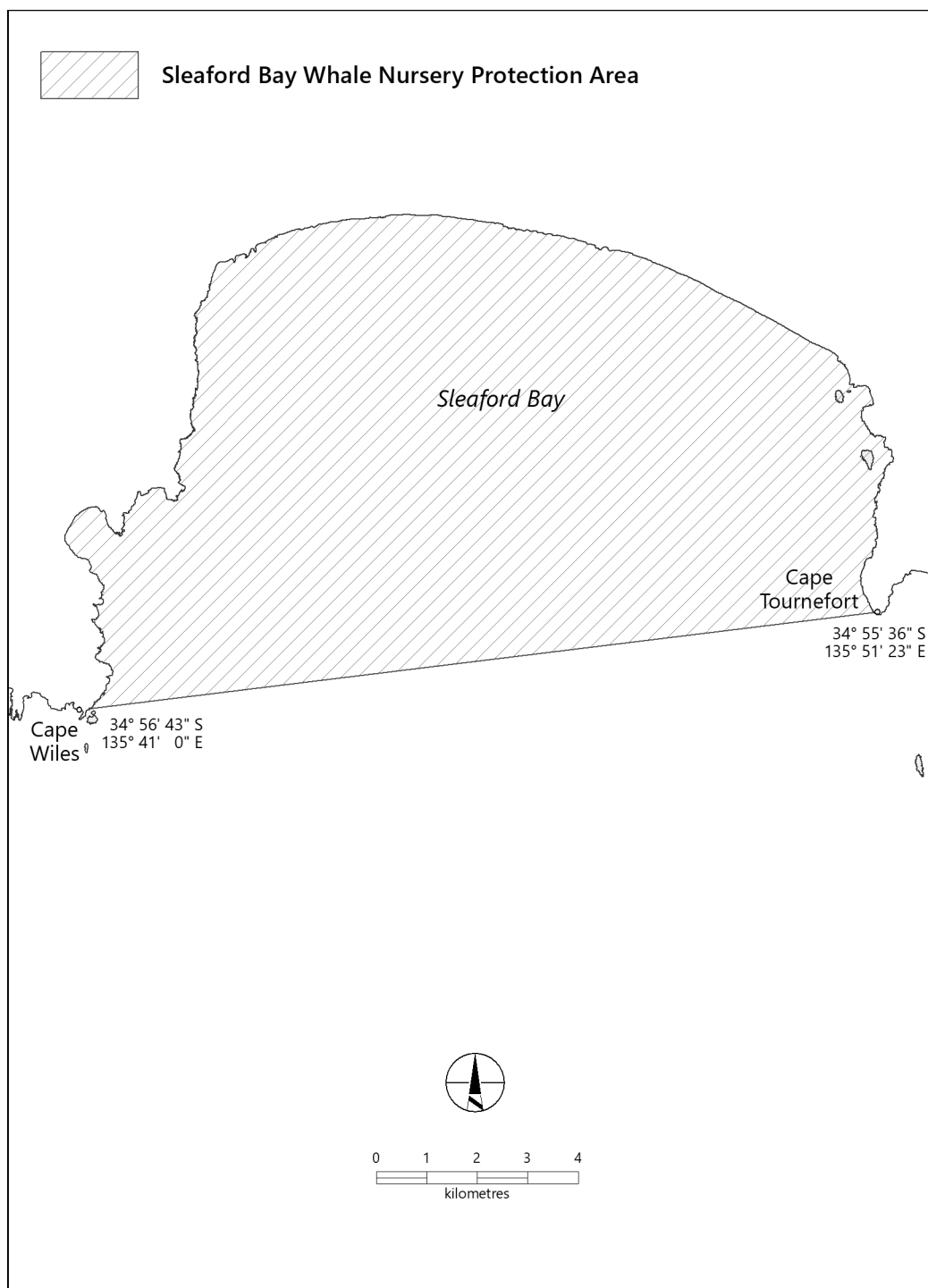
## 2—Fowlers Bay Whale Nursery Protection Area

The Fowlers Bay Whale Nursery Protection Area comprises the area bounded by a line commencing at the Point Fowler mean high water mark, position latitude  $32^{\circ}1'33''$  South, longitude  $132^{\circ}28'28''$  East, then approximately 5.6 kilometres north-easterly to a point being the corner of the State waters, position latitude  $31^{\circ}59'22''$  South, longitude  $132^{\circ}31'0''$  East, then north-easterly to a point at the mean high water mark, approximately 2 kilometres west of Clare Bay, position latitude  $31^{\circ}57'23''$  South, longitude  $132^{\circ}39'36''$  East, then to the point of commencement along the mean high water mark.



### 3—Sleaford Bay Whale Nursery Protection Area

The Sleaford Bay Whale Nursery Protection Area comprises the area bounded by a line commencing near the Cape Wiles mean high water mark, position latitude  $34^{\circ}56'43''$  South, longitude  $135^{\circ}41'0''$  East, then approximately 16 kilometres easterly to the Cape Tournefort mean high water mark, position latitude  $34^{\circ}55'36''$  South, longitude  $135^{\circ}51'23''$  East, then to the point of commencement along the mean high water mark.





## **Schedule 2—Repeal of *National Parks and Wildlife (Protected Animals—Marine Mammals) Regulations 2010***

The *National Parks and Wildlife (Protected Animals—Marine Mammals) Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 63 of 2025

South Australia

# Architectural Practice (General) Regulations 2025

under the *Architectural Practice Act 2009*

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- 10 Fees and charges

## Schedule 1—Repeal of *Architectural Practice (General) Regulations 2010*

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### 1—Short title

These regulations may be cited as the *Architectural Practice (General) Regulations 2025*.

### 2—Commencement

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

### 3—Interpretation

In these regulations—

*Act* means the *Architectural Practice Act 2009*.

### 4—Terms and conditions of membership (section 7(2) of Act)

Pursuant to section 71(3)(d) of the Act, section 7(2) does not apply to a member of the Board—

- (a) nominated by the Minister pursuant to section 5(1)(b); and
- (b) who is a public sector employee (within the meaning of the *Public Sector Act 2009*).

### 5—Annual report (section 23 of Act)

For the purposes of section 23(2)(a)(iv) of the Act, the following information is to be included in the Board's annual report in relation to the relevant financial year:

- (a) the number of persons registered as architects;
- (b) the number of persons registered with limited registration;
- (c) the number of businesses registered as architectural businesses;
- (d) the number of proceedings under Part 4 commenced before the Tribunal;
- (e) a description of any committees established by the Board and the purposes for which they were established.

**6—Registers (sections 24(3) and 25(3) of Act)**

For the purposes of sections 24(3) and 25(3) of the Act, the prescribed manner of giving notice to the Registrar is by notice in writing.

**7—Exceptions for certain titles and descriptions (section 41(e) of Act)**

Pursuant to section 41(e) of the Act, a person is not prohibited from using the title or description of "architectural engineer", "golf course architect", "information technology architect", "IT architect" or "system architect".

**8—Obligation to report unprofessional conduct of architect (section 46(1) of Act)**

For the purposes of section 46(1) of the Act, the following information is required to be included in a report to the Registrar:

- (a) the date, time and place at which it is alleged the architect engaged in unprofessional conduct;
- (b) the nature of the alleged unprofessional conduct.

**9—Information relating to claim against architect to be provided (section 60 of Act)**

- (1) For the purposes of section 60(a) of the Act, the information relating to a claim referred to in that section to be provided to the Board within 30 days after the claim is made is—
  - (a) the nature of the service that is alleged to have been carried out negligently; and
  - (b) full details of the alleged negligence; and
  - (c) the address of the premises at which the negligence is alleged to have occurred; and
  - (d) the time at which and the date on which the negligence is alleged to have occurred; and
  - (e) full details of the injury, loss or damage suffered or allegedly suffered by the claimant as a result of the alleged negligence; and
  - (f) the date of the claim.
- (2) For the purposes of section 60(b) of the Act, the information relating to the claim referred to in that section to be provided to the Board within 30 days after any order is made by a court to pay damages or other compensation in respect of that claim or any agreement has been entered into for payment of a sum of money in settlement of that claim (whether with or without a denial of liability) is—
  - (a) information adequate to identify the claim; and
  - (b) details of any change in information previously provided to the Board relating to the claim; and
  - (c) details of the order or agreement (including the amount ordered or agreed to be paid).

**10—Fees and charges**

- (1) The Board may fix—
  - (a) registration fees; and
  - (b) reinstatement fees; and
  - (c) annual fees; and

- (d) fees or charges for a copy of any part of a register; and
  - (e) fees or charges for services provided by the Board in the exercise of its functions under the Act.
- (2) Fees or charges fixed by the Board may be differential, varying according to factors determined by the Board.
- (3) The Board may recover a fee or charge fixed under this regulation by action in a court of competent jurisdiction as a debt due to the Board from the person liable for payment of the fee or charge.

## **Schedule 1—Repeal of *Architectural Practice (General) Regulations 2010***

The *Architectural Practice (General) Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 64 of 2025

South Australia

# Architectural Practice (Election) Regulations 2025

under the *Architectural Practice Act 2009*

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## Schedule 2—Repeal of *Architectural Practice (Election) Regulations 2010*

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### 1—Short title

These regulations may be cited as the *Architectural Practice (Election) Regulations 2025*.

### 2—Commencement

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

### 3—Interpretation

- (1) In these regulations—

*Act* means the *Architectural Practice Act 2009*;

***nomination closing day***, in relation to an election, means the day on which nomination of candidates for the election closes;

***polling day***, in relation to an election, means the last day of the voting period for the election (being the day on which voting at the election closes);

***returning officer***—see regulation 4;

***voter*** means a person entitled to vote at an election conducted under these regulations.

- (2) The close of voting for an election is 12 noon on polling day.

#### **4—Returning officer**

- (1) The Board may, with the approval of the Minister, appoint a person as the returning officer responsible for conducting an election in accordance with these regulations.
- (2) If the Board does not appoint a person as the returning officer under subregulation (1), the returning officer for an election under these regulations will be the Electoral Commissioner.
- (3) In this regulation—

*Electoral Commissioner* means the person for the time being holding, or acting in, the office of the Electoral Commissioner under the *Electoral Act 1985*.

#### **5—Election to be conducted by returning officer**

- (1) An election for the purposes of section 5(1)(a) of the Act will be conducted by the returning officer—
- (a) in accordance with these regulations; and
  - (b) to the extent that these regulations fail to deal with a matter that, in the opinion of the returning officer, is necessary for the proper conduct of the election—in accordance with rules determined by the returning officer in relation to that matter.
- (2) The Board is responsible for the costs and expenses incurred by the returning officer in conducting an election.

#### **6—Appointment of nomination closing day and polling day**

The returning officer will fix—

- (a) a day as nomination closing day for an election; and
- (b) a day as polling day for an election.

#### **7—Advertisement of election and call for nominations**

- (1) At least 14 days before the nomination closing day for an election the returning officer must cause an advertisement relating to the election to be published on a website determined by the Board.
- (2) The advertisement must set out—
- (a) an invitation for nominations for the vacancies to be filled; and
  - (b) the number of vacancies to be filled; and
  - (c) details about how a nomination may be made; and
  - (d) the day fixed as nomination closing day; and
  - (e) the day fixed as polling day.

#### **8—Registrar to prepare roll**

- (1) The Registrar is responsible for the preparation of a voters roll for the purposes of an election.

**Note—**

Every person who is a registered architect at the time the voters roll is prepared is entitled to vote—see section 6(2) of the Act.

- (2) The voters roll to be used in a particular election must reflect entitlements to vote as they exist at 5 pm on the third business day after the day on which the advertisement relating to the election is published.
- (3) The Registrar must supply the returning officer with sufficient copies of the voters roll, certified by the Registrar, for use at an election.
- (4) The voters roll may be supplied to the returning officer in electronic form, or in another manner agreed between the Registrar and the returning officer.

## 9—Nomination

- (1) The returning officer must prepare a nomination form for the purposes of an election (in a form determined by the returning officer).
- (2) A registered architect may be nominated as a candidate for an election by lodgement of a nomination form with the returning officer by 12 noon on nomination closing day.
- (3) A nomination must be made by 2 persons who are entitled to vote at the election.
- (4) A candidate for election must—
  - (a) make a declaration on the nomination form that they are eligible to be elected at the election; and
  - (b) signify their consent in accordance with any instructions contained in the nomination form.
- (5) A nomination must be accompanied by—
  - (a) a profile of the candidate; and
  - (b) other information required by the returning officer.
- (6) A profile must comply with the following requirements:
  - (a) the profile must be limited to relevant professional information about the candidate and other information directly relevant to the functions or operations of the Board under the Act;
  - (b) the profile must be in typed form or in legible handwriting and comply with other requirements as to form determined by the returning officer;
  - (c) the profile must not exceed 200 words;
  - (d) the profile must be signed and dated by the candidate (but this signature and date will not form part of the profile for the purposes of the election).
- (7) The returning officer may reject a nomination if, in the opinion of the returning officer, the name under which the candidate is nominated—
  - (a) is obscene; or
  - (b) is frivolous; or
  - (c) appears to have been assumed for an ulterior purpose.
- (8) A nomination is invalid if—
  - (a) the nomination is not made by the use of a nomination form under this regulation; or
  - (b) the nomination form is not completed—

- (i) in accordance with instructions contained in the form; or
  - (ii) in accordance with the requirements of this regulation; or
- (c) the nomination form, the candidate profile and any other required information are not received by the returning officer by 12 noon on nomination closing day.
- (9) A dispute as to the validity of a nomination will be determined summarily by the returning officer.
- (10) A nominated candidate may at any time before the close of nominations, by written notice signed by the candidate and given to the returning officer, withdraw the nomination.

## **10—Uncontested elections**

- (1) If, after nominations have closed, it appears that the number of candidates nominated to contest the election does not exceed the number of persons required to be elected, the returning officer must declare the nominated candidate or candidates elected.
- (2) Within 7 days after making the declaration, the returning officer must cause a notice of the declaration to be published on a website determined by the Board.
- (3) The notice must set out—
  - (a) the date of the declaration; and
  - (b) the name of each successful candidate.
- (4) If, after nominations have closed, it appears that the number of candidates nominated to contest the election is less than the number of persons required to be elected, the returning officer, in addition to making a declaration and publishing a notice under subregulations (1) and (2), must extend the period for nominations for the remaining vacancy or vacancies by a period (not exceeding 7 days) determined by the returning officer and may fix a new day as polling day.
- (5) If the returning officer is required to take action under subregulation (4), the returning officer must at the earliest opportunity cause a notice relating to the matter to be published on a website determined by the Board.
- (6) The notice must set out—
  - (a) an invitation for nominations for those vacancies; and
  - (b) the number of vacancies left to be filled; and
  - (c) details about how a nomination may be made; and
  - (d) the day by which nominations must be received; and
  - (e) the day fixed as polling day.
- (7) These regulations will then apply in the same manner as they applied (or would have applied) to earlier nominations.
- (8) If the number of candidates nominated exceeds the required number of candidates, an election will be held to fill the relevant vacancies.

## **11—Preparation of ballot papers**

- (1) If an election is to be held, the returning officer must prepare a ballot paper (which may be in electronic form) showing the names of all candidates for election (on the basis of information provided to the returning officer as part of the nomination process).



- (2) The ballot paper must be prepared as soon as is reasonably practicable after the nomination closing day for the election.
- (3) The names of the candidates must be arranged on the ballot paper, 1 under the other, in an order determined by lot.
- (4) A square must be placed to the left of each name appearing on the ballot paper.
- (5) A ballot paper will otherwise be in a form determined by the returning officer.

## 12—Issue of voting materials

- (1) The returning officer must, at least 14 days before polling day for an election, send by post or electronic means to every voter—
  - (a) the ballot paper prepared under regulation 11 (authenticated to the satisfaction of the returning officer); and
  - (b) a statement setting out—
    - (i) instructions for the completion of the ballot paper; and
    - (ii) the manner in which the ballot paper is to be returned; and
  - (c) a set of candidate profiles in a form determined by the returning officer; and
  - (d) —
    - (i) if the voting is to occur by means of postal voting—an opaque envelope bearing a declaration in a form determined by the returning officer, to be completed by the voter, declaring that the ballot paper contained in the envelope contains their vote and that they have not already voted at the election; or
    - (ii) if the voting is to occur by means of electronic voting—a declaration in a form determined by the returning officer, to be completed by the voter, declaring that the ballot paper submitted with the declaration contains their vote and that they have not already voted at the election.
- (2) If the voting is to occur by means of postal voting the following provisions apply:
  - (a) the declaration referred to subregulation (1)(d)(i) must appear on a tear-off extension to the envelope flap; and
  - (b) the envelope must be—
    - (i) a pre-paid envelope addressed to the returning officer; or
    - (ii) accompanied by a pre-paid envelope addressed to the returning officer; and
  - (c) if a person to whom voting papers are issued desires to vote at the relevant election, the following procedures must be followed:
    - (i) the voter must mark their vote in the manner prescribed by these regulations on the ballot paper supplied;
    - (ii) the voter must then fold the ballot paper and place the folded ballot paper in the envelope;
    - (iii) the voter must then seal the envelope;
    - (iv) the voter must then ensure that the declaration on the flap is completed and signed by the voter;

- (v) the sealed envelope must then be delivered to the returning officer (by post or personally) not later than the close of voting on polling day.
- (3) If the voting is to occur by means of electronic voting, the following provisions apply:
  - (a) the returning officer must be satisfied that the means of voting—
    - (i) contains sufficient safeguards to prevent a person voting twice in the election or other voter fraud; and
    - (ii) ensures that the anonymity of voters is able to be maintained during the counting of votes;
  - (b) if a person to whom voting papers are issued desires to vote at the relevant election, the voter must mark their vote in the manner prescribed by these regulations on the ballot paper supplied and must return their completed ballot paper and declaration in accordance with the instructions included in the voting materials sent to the voter in accordance with subregulation (1).
- (4) If the returning officer is satisfied that voting papers issued to a voter—
  - (a) have not been received by the voter; or
  - (b) have been lost; or
  - (c) have been inadvertently spoiled,the returning officer may issue fresh voting papers to the voter (before the close of voting).
- (5) The issue of fresh voting papers automatically cancels the original voting papers.

### 13—Method of voting

- (1) To make a formal vote at an election a person must make a vote on the ballot paper—
  - (a) if only 1 candidate is required to be elected—by placing the number 1 in the square opposite the name of the candidate of the voter's first preference and, if the voter so desires, by placing the number 2 and consecutive numbers in the squares opposite the names of other candidates in the order of the voter's preference for them; or
  - (b) if more than 1 candidate is required to be elected—by placing consecutive numbers beginning with the number 1 in the squares opposite the names of candidates in the order of the voter's preference for them until the voter has indicated a vote for a number of candidates equal to the number of candidates required to be elected and then, if the voter so desires, by continuing to place consecutive numbers for 1 or more additional candidates in the order of the voter's preference.
- (2) A tick or cross appearing on a ballot paper is equivalent to the number 1.
- (3) If—
  - (a) a series of numbers (starting from the number 1) appearing on a ballot paper is non-consecutive by reason only of the omission of 1 or more numbers from the series or the repetition of a number (not being the number 1); and
  - (b) if more than 1 candidate is required to be elected—the numbers are at least consecutive up to the number of candidates required to be elected,the ballot paper is not informal and the votes are valid up to the point at which the omission or repetition occurs.

- (4) A ballot paper is not informal by reason of non-compliance with this regulation if the voter's intention is clearly indicated on the ballot paper.

#### **14—Scrutineers**

- (1) Each candidate at an election may appoint a person to be a scrutineer for the purposes of the election.
- (2) A candidate in an election is not eligible for appointment as a scrutineer for the election (and a candidate may not be present at the scrutiny).
- (3) No more than 1 scrutineer may be appointed for each candidate.
- (4) The appointment of a scrutineer may be made by written notice given to the returning officer in a manner determined by the returning officer.

#### **15—Arrangements for counting of votes**

- (1) The returning officer will, as soon as practicable after the close of voting for an election, with the assistance of persons appointed or nominated by the returning officer, and in the presence of scrutineers or officers of the Board who may be present, ensure that all voting papers returned for the purposes of the election in accordance with these regulations are made available under this regulation.
- (2) The returning officer will, for the purposes of the election (and with such assistance as may be necessary and appropriate)—
  - (a) examine the declaration on each envelope, or electronic vote, validly returned under these regulations and determine which votes are to be accepted for further scrutiny; and
  - (b) take any steps necessary to ensure that the declaration and any identifying features of the voter will not be visible during the scrutiny of votes (by, for example, tearing off the extensions to the envelope flaps on the envelopes accepted and rearranging the envelopes so that the anonymity of voters is maintained); and
  - (c) examine the ballot papers and reject informal ballot papers; and
  - (d) arrange all unrejected ballot papers for counting.

#### **16—Method for counting based on principles of proportional representation**

Subject to regulation 19, the returning officer will conduct the counting of votes in an election in accordance with the method set out in Schedule 1.

#### **17—Death of candidate**

If a candidate dies between the close of nominations and polling day, the election will not fail and a vote indicated on a ballot paper opposite the name of the deceased candidate must be counted to the candidate next in order of the voter's preference, and the numbers indicating subsequent preferences will be altered accordingly.

#### **18—Declaration of result of election**

- (1) When all vacancies have been filled by the making of provisional declarations under Schedule 1, the returning officer will formally declare the result of the election.
- (2) Within 7 days after making a formal declaration the returning officer must—
  - (a) provide written notification of the result to the Minister; and

- (b) cause a notice setting out the result to be published on a website determined by the Board.

## 19—Computer counting

- (1) The returning officer may decide to use a computer program to carry out steps involved in the recording, scrutiny or counting of votes in an election.
- (2) However, the returning officer cannot do so unless the returning officer is reasonably satisfied that the proper use of the program would produce the same result in the recording, scrutiny or counting of votes as the result that would be achieved if the program were not to be used.
- (3) If a computer program is used, the method of counting votes under Schedule 1 may be modified according to the determination of the returning officer.

## Schedule 1—Method of counting votes

### 1—Interpretation

- (1) In this Schedule—  
*continuing candidate* means a candidate not already elected or excluded from the count;  
*election* of a candidate means the making by the returning officer of a provisional declaration that the candidate has been elected, and *elected* has a corresponding meaning;  
*surplus votes* of an elected candidate means the excess (if any) over the quota of the elected candidate's votes.
- (2) For the purposes of clause 2, a reference to votes of or obtained or received by a candidate includes votes obtained or received by the candidate on transfer under that clause.

### 2—Method of counting votes

The conduct of the counting of the votes in an election will occur according to the following method:

- (a) the number of first preference votes given for each candidate and the total number of all such votes must be ascertained and a quota determined by—
  - (i) dividing the total number of first preference votes by 1 more than the number of candidates required to be elected; and
  - (ii) increasing the quotient so obtained (disregarding any remainder) by 1,and, if a candidate has received a number of first preference votes equal to or greater than the quota, the returning officer must make a provisional declaration that the candidate has been elected;
- (b) if the total number of all first preference votes does not exceed 150, the number of votes of a particular kind contained in the ballot papers will, for the purposes of this clause (including paragraph (a)), be taken to be the number obtained by multiplying the number of votes of that kind contained in the ballot papers by 100;
- (c) unless all the vacancies have been filled, the surplus votes of each elected candidate must be transferred to the continuing candidates as follows:

- (i) the number of surplus votes of the elected candidate must be divided by the number of first preference votes received by that candidate and the resulting fraction will be the transfer value;
- (ii) the total number of the first preference votes for the elected candidate that are contained in ballot papers that express the next available preference for a particular continuing candidate must be multiplied by the transfer value, the number so obtained (disregarding any fraction) must be added to the number of first preference votes of the continuing candidate and all those ballot papers must be transferred to the continuing candidate,

and, if a continuing candidate has received a number of votes equal to or greater than the quota on the completion of a transfer, the returning officer must make a provisional declaration that the candidate has been elected;

- (d) unless all the vacancies have been filled, the surplus votes (if any) of a candidate elected under paragraph (c), or elected subsequently under this paragraph, must be transferred to the continuing candidates in accordance with paragraph (c)(i) and (ii) and, if a continuing candidate has received a number of votes equal to or greater than the quota on the completion of a transfer, the returning officer must make a provisional declaration that the candidate has been elected;
- (e) if a continuing candidate has received a number of votes equal to or greater than the quota on the completion of a transfer under paragraph (c) or (d) of the surplus votes of a particular elected candidate, no votes of any other candidate may be transferred to the continuing candidate;
- (f) for the purposes of the application of paragraph (c)(i) and (ii) in relation to a transfer under paragraph (d) or (h) of the surplus votes of an elected candidate, each ballot paper of the elected candidate that was obtained on a transfer under this clause must be dealt with as if any vote it expressed for the elected candidate were a first preference vote, as if the name of any other candidate previously elected or excluded had not been on the ballot paper and as if the numbers indicating subsequent preferences had been altered accordingly;
- (g) if, after the counting of first preference votes or the election of a candidate and the transfer of the surplus votes (if any) of the elected candidate that are capable of being transferred, no candidate has, or less than the number of candidates required to be elected have, received a number of votes equal to the quota, the candidate who has the fewest votes must be excluded and all the excluded candidate's votes must be transferred to the continuing candidates as follows:
  - (i) the total number of the first preference votes for the excluded candidate that are contained in ballot papers that express the next available preference for a particular continuing candidate must be transferred, each first preference vote at a transfer value of 1, to the continuing candidate and added to the number of votes of the continuing candidate and all those ballot papers must be transferred to the continuing candidate;
  - (ii) the total number (if any) of other votes obtained by the excluded candidate on transfers under this clause must be transferred from the excluded candidate in the order of the transfers on which they were obtained, the votes obtained on the earliest transfer being transferred first, as follows:

- (A) the total number of votes transferred to the excluded candidate from a particular candidate that are contained in ballot papers that express the next available preference for a particular continuing candidate must be multiplied by the transfer value at which the votes were so transferred to the excluded candidate;
  - (B) the number so obtained (disregarding any fraction) must be added to the number of votes of the continuing candidate;
  - (C) all those ballot papers must be transferred to the continuing candidate;
- (h) if a continuing candidate has received a number of votes equal to or greater than the quota on the completion of a transfer under paragraph (g) or (i) of votes of an excluded candidate, the returning officer must make a provisional declaration that the candidate has been elected and, unless all the vacancies have been filled, the surplus votes (if any) of the candidate so elected must be transferred in accordance with paragraph (c)(i) and (ii), except that, if the candidate so elected is elected before all the votes of the excluded candidate have been transferred, the surplus votes (if any) of the candidate so elected must not be transferred until the remaining votes of the excluded candidate have been transferred in accordance with paragraph (g)(i) and (ii) to continuing candidates;
- (i) subject to paragraph (k), if, after the exclusion of a candidate and the transfer of the votes (if any) of the excluded candidate that are capable of being transferred, no continuing candidate has received a number of votes greater than the quota, the continuing candidate who has the fewest votes must be excluded and their votes transferred in accordance with paragraph (g)(i) and (ii);
- (j) if a candidate is elected as a result of a transfer of the first preference votes of an excluded candidate or a transfer of all the votes of an excluded candidate that were transferred to the excluded candidate from a particular candidate, no other votes of the excluded candidate may be transferred to the candidate so elected;
- (k) in respect of the last vacancy for which 2 continuing candidates remain, the returning officer must make a provisional declaration that the continuing candidate who has the larger number of votes has been elected despite the fact that number is below the quota and, if those candidates have the same number of votes, the candidate with the larger number of votes at the last preceding count or transfer will be taken to be elected and, if the number of votes at that count or transfer was equal, the returning officer must, in the presence of any scrutineers who may be present, draw lots to determine which of the candidates is to be elected;
- (l) despite any other provision of this clause, if, on the completion of a transfer of votes under this clause, the number of continuing candidates is equal to the number of remaining unfilled vacancies, the returning officer must make a provisional declaration that those candidates have been elected;
- (m) for the purposes of this clause—
  - (i) the order of election of candidates will be taken to be in accordance with the order of the count or transfer as a result of which they were elected, the candidates (if any) elected on the count of first preference votes being taken to be the earliest elected; and

- (ii) if 2 or more candidates are elected as a result of the same count or transfer, the order in which they will be taken to have been elected will be in accordance with the relative numbers of their votes, the candidate with the largest number of votes being taken to be the earliest elected but, if any 2 or more of those candidates each have the same number of votes, the order in which they will be taken to have been elected will be taken to be in accordance with the relative numbers of their votes at the last count or transfer before their election at which each of them had a different number of votes, the candidate with the largest number of votes at that count or transfer being taken to be the earliest elected and, if there has been no such count or transfer, the returning officer must, in the presence of any scrutineers who may be present, draw lots to determine the order in which they will be taken to have been elected;
- (n) subject to paragraphs (o) and (p), if, after a count or transfer under this clause, 2 or more candidates have surplus votes, the order of transfers of the surplus votes of those candidates will be in accordance with the relative sizes of the surpluses, the largest surplus being transferred first;
- (o) subject to paragraph (p), if, after a count or transfer under this clause, 2 or more candidates have equal surpluses, the order of transfers of the surplus votes of those candidates will be in accordance with the relative numbers of votes of those candidates at the last count or transfer at which each of those candidates had a different number of votes, the surplus of the candidate with the largest number of votes at that count or transfer being transferred first but, if there has been no such count or transfer, the returning officer must, in the presence of any scrutineers who may be present, draw lots to determine the order in which the surpluses will be dealt with;
- (p) if, after a count or transfer under this clause, a candidate obtains surplus votes, those surplus votes will not be transferred before the transfer of surplus votes obtained by any other candidate on an earlier count or transfer;
- (q) if the candidate who has the fewest votes is required to be excluded and 2 or more candidates each have the fewest votes, whichever of those candidates had the fewest votes at the last count or transfer at which each of those candidates had a different number of votes will be excluded but, if there has been no such count or transfer, the returning officer must, in the presence of any scrutineers who may be present, draw lots to determine which candidate will be excluded;
- (r) if a candidate is elected by reason that the number of first preference votes received, or the aggregate of first preference votes received and all other votes obtained on transfers under this clause, is equal to the quota, all the ballot papers expressing those votes must be set aside as finally dealt with;
- (s) a ballot paper must be set aside as exhausted where on a transfer it is found that the paper expresses no preference for a continuing candidate;
- (t) for the purposes of this clause, a transfer under paragraph (c), (d) or (h) of the surplus votes of any elected candidate, a transfer in accordance with paragraph (g)(i) of all first preference votes of an excluded candidate or a transfer in accordance with paragraph (g)(ii) of all the votes of an excluded candidate that were transferred from a particular candidate will each be regarded as constituting a separate transfer.

## **Schedule 2—Repeal of *Architectural Practice (Election) Regulations 2010***

The *Architectural Practice (Election) Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 65 of 2025



South Australia

# Health Practitioner Regulation National Law (South Australia) Regulations 2025

under the *Health Practitioner Regulation National Law (South Australia) Act 2010*

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## Schedule 1—Repeal of *Health Practitioner Regulation National Law (South Australia) Regulations 2010*

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### 1—Short title

These regulations may be cited as the *Health Practitioner Regulation National Law (South Australia) Regulations 2025*.

### 2—Commencement

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

### 3—Interpretation

In these regulations—

**Act** means the *Health Practitioner Regulation National Law (South Australia) Act 2010*;

**PRASA** means the Pharmacy Regulation Authority SA constituted under Part 4 of the Act;

**therapeutic goods** has the same meaning as in the *Therapeutic Goods Act 1989* of the Commonwealth;

*Uniform Poisons Standard* means the current Poisons Standard as defined in the *Therapeutic Goods Act 1989* of the Commonwealth.

#### 4—Representative bodies

The following bodies are declared to be *representative bodies* for the purposes of the Act:

- (a) Ambulance Employees Association of South Australia;
- (b) Australasian College of Podiatric Surgeons;
- (c) Australian Acupuncture and Chinese Medicine Association;
- (d) Australian and New Zealand Society of Nuclear Medicine (SA Branch) Limited;
- (e) Australian Chiropractors Association Limited;
- (f) Australian College of Mental Health Nurses (SA Branch) Incorporated;
- (g) Australian College of Midwives (SA Branch) Incorporated;
- (h) Australian College of Paramedicine;
- (i) Australian Dental and Oral Health Therapists' Association;
- (j) Australian Dental Association South Australian Branch Incorporated;
- (k) Australian Dental Prosthetists Association (SA) Incorporated;
- (l) Australian Friendly Societies Pharmacies Association Incorporated;
- (m) Australian Medical Association (South Australia) Incorporated;
- (n) Australian Natural Therapists Association;
- (o) Australian Nursing and Midwifery Federation (SA Branch);
- (p) Australian Pharmacy Council Ltd;
- (q) Australian Physiotherapy Association;
- (r) Australian Physiotherapy Council;
- (s) Australian Podiatry Association Limited;
- (t) The Australian Psychological Society (SA Branch) Ltd;
- (u) Australian Society of Medical Imaging and Radiation Therapy;
- (v) Australian Traditional-Medicine Society;
- (w) Chinese Medicine and Acupuncture Society of Australia;
- (x) Council on Chiropractic Education Australasia Incorporated;
- (y) Dental Hygienists Association of Australia Limited;
- (z) the Department;
- (za) the Department of Health and Aged Care (Commonwealth);
- (zb) Federation of Chinese Medicine and Acupuncture (SA Branch);
- (zc) Health Consumers Alliance of South Australia Incorporated;
- (zd) Institute of Private Practising Psychologists Incorporated;
- (ze) National Association of Aboriginal and Torres Strait Islander Health Workers and Practitioners Ltd;

- (zf) Occupational Therapy Australia Limited, South Australia Division;
- (zg) Optometry South Australia Incorporated;
- (zh) Osteopathy Australia;
- (zi) Pharmaceutical Society of Australia Limited;
- (zj) The Pharmacy Guild of Australia (SA Branch);
- (zk) Royal College of Nursing, Australia;
- (zl) The Society of Hospital Pharmacists of Australia (SA & NT Branch);
- (zm) Society of Natural Therapists and Researchers Incorporated;
- (zn) South Australian Salaried Medical Officers Association.

## 5—Prescribed body

For the purposes of section 82(3)(c) of the Act, Standards Australia is a prescribed body.

## 6—Restricted pharmacy services

For the purposes of the definition of *restricted pharmacy services* in section 26(1) of the Act, the following services are declared to be restricted pharmacy services:

- (a) the assessment of a medication, whether on account of a prescription, recommendation or request, followed by the selection and preparation of the medication and its supply (with or without information about health outcomes associated with the medication);
- (b) the custody, control or dispensing, provision and management of therapeutic goods, health care products and other products or items commonly associated with the practice of a pharmacist;
- (c) the provision of information and other services commonly associated with the practice of a pharmacist.

## 7—Registration of premises as pharmacy

- (1) For the purposes of section 41(3)(a) of the Act, premises proposed to be registered as a pharmacy must—
  - (a) consist of an enclosed area with access to a public place; and
  - (b) contain an area set aside for the dispensing of items on prescription that is not less than 9 square metres; and
  - (c) be kept in a hygienic condition and be adequately ventilated; and
  - (d) have provision for adequate lighting; and
  - (e) have provision for temperature control of therapeutic goods and health care products; and
  - (f) contain adequate provision for the safe, secure and hygienic storage of therapeutic goods and health care products; and
  - (g) contain adequate provision for the safe and secure storage of confidential and sensitive information; and

- (h) be constructed in such a manner as to allow a pharmacist to supervise effectively the whole of that part of the premises used in the provision of restricted pharmacy services and the activities of persons in that part of the premises.
- (2) For the purposes of the definition of *supermarket* in section 41(10) of the Act, a supermarket is a store or market the primary business of which is the sale of a range of food, beverages, groceries and other domestic goods.

## 8—Supervision of pharmacies by pharmacists

- (1) For the purposes of section 43(1b)(a) of the Act, an area in this State that is classified under the *Modified Monash Model (MMM) 2023* of the Commonwealth (as in force from time to time) as category MM 5, MM 6 or MM 7 is a prescribed area.

### Note—

Information about the *Modified Monash Model (MMM) 2023* is available at <https://www.health.gov.au>.

- (2) For the purposes of section 43(1c)(a) of the Act, the following conditions apply to an authorisation granted under section 43(1a)(a) of the Act in respect of a pharmacy:
  - (a) a substance listed in Schedule 8 of the Uniform Poisons Standard must not be dispensed or otherwise supplied to a person at the pharmacy at a time when a pharmacist is not physically in attendance at the pharmacy;
  - (b) a compounded medicine must not be dispensed or otherwise supplied to a person at the pharmacy at a time when a pharmacist is not physically in attendance at the pharmacy;
  - (c) a pharmacy service may only be provided at the pharmacy while a pharmacist is not physically in attendance at the pharmacy if a pharmacist who is in attendance by means of Internet or other electronic communication is satisfied that there is a need for immediate provision of the service;
  - (d) each day that the pharmacy operates and is open to the public without a pharmacist physically in attendance, a pharmacist must physically attend at the pharmacy on at least 1 occasion while it is open to the public and check on its operations;
  - (e) a member of staff undertaking official duties at the pharmacy while a pharmacist is not physically in attendance must hold qualifications in accordance with the requirements of the Authority (which may differ according to the duties to which they apply).

## 9—Registration of premises as pharmacy depot

For the purposes of section 45(2)(a) of the Act, premises proposed to be registered as a pharmacy depot must—

- (a) have provision for temperature control of therapeutic goods and health care products; and
- (b) contain adequate provision for the safe, secure and hygienic storage of therapeutic goods and health care products; and
- (c) contain adequate provision for the safe and secure storage of confidential and sensitive information.

## 10—Registration as pharmacy services providers

- (1) For the purposes of section 49 of the Act, the following information must be provided to PRASA by a pharmacy services provider if the pharmacy services provider, or a prescribed relative of the pharmacy services provider, has an interest in a prescribed business:
  - (a) the full name and residential and postal address of the person who has the interest;
  - (b) if the person who has the interest is a prescribed relative of a registered person—the relationship of the person to the registered person;
  - (c) the name, address and nature of the prescribed business in which the person has the interest;
  - (d) the nature of the interest and of any benefit derived from the interest;
  - (e) if the interest consists of a shareholding in a prescribed business—the number, nominal value and class of shares held and particulars of any voting rights exercisable by the holder at a meeting of shareholders.
- (2) A pharmacy services provider must, within 30 days after a change in the nature or extent of an interest under subregulation (1), give to PRASA information about the change (in accordance with any requirements determined by PRASA).

Maximum penalty: \$5 000.

- (3) In this regulation—

***health product*** means a pharmaceutical product;

***health service*** means—

- (a) hospital, nursing home or aged care facility services; or
- (b) medical, dental or pharmaceutical services; or
- (c) chiropractic, occupational therapy, optometry, osteopathy, physiotherapy, podiatric or psychology services;

***prescribed business*** means a business consisting of or involving—

- (a) the provision of a health service; or
- (b) the manufacture, sale or supply of a health product;

***prescribed relative*** has the same meaning as in Part 4 of the Act.

## 11—Provision of restricted pharmacy services by unqualified persons—prescribed circumstances

Pursuant to section 51(3)(a) of the Act, restricted pharmacy services may be provided by the Little Company of Mary Health Care Limited at Calvary Hospital at North Adelaide through the instrumentality of a pharmacist who holds a current practising certificate.

## 12—Information relating to claim against pharmacy services provider to be provided

- (1) For the purposes of section 69(a) of the Act, the information relating to a claim referred to in that section to be provided to PRASA within 30 days after the claim is made is—
  - (a) the nature of the pharmacy service that is alleged to have been carried out negligently; and

- (b) full details of the alleged negligence; and
  - (c) the address of the premises at which the negligence is alleged to have occurred; and
  - (d) the time at which and the date on which the negligence is alleged to have occurred; and
  - (e) full details of the injury suffered or allegedly suffered by the claimant as a result of the alleged negligence; and
  - (f) the date of the claim.
- (2) For the purposes of section 69(b) of the Act, the information relating to the claim referred to in that section to be provided to PRASA within 30 days after any order is made by a court to pay damages or other compensation in respect of that claim or any agreement has been entered into for payment of a sum of money in settlement of that claim (whether with or without a denial of liability) is—
- (a) information adequate to identify the claim; and
  - (b) details of any change in information previously provided to PRASA relating to the claim; and
  - (c) details of the order or agreement (including the amount ordered or agreed to be paid).

### 13—Fees

- (1) PRASA may fix—
- (a) fees or charges for the purposes of Part 4 of the Act; and
  - (b) fees or charges for services provided by PRASA in the exercise of its functions under Part 4 of the Act.
- (2) PRASA may recover a fee or charge fixed under this regulation by action in a court of competent jurisdiction as a debt due to PRASA from the person liable for payment of the fee or charge.

### 14—Sale of glasses—section 74 of Act

- (1) For the purposes of section 74(2)(c) of the Act and subject to the modifications set out in subregulation (2), glasses are manufactured to the prescribed standard if they are manufactured in accordance with *Australian/New Zealand Standard ISO 16034:2011* (as in force from time to time).
- (2) *Australian/New Zealand Standard ISO 16034:2011* is modified such that—
- (a) clause 4.2 does not apply; and
  - (b) the following requirements of clause 5.2 do not apply:
    - (i) the requirement that a warning of the unsuitability of the glasses for driving or road use be indicated by the symbol given in Figure 1;
    - (ii) the requirement that a legible warning notice (as set out in the box entitled "WARNING" in clause 5.2) be given in the form of a label or swing tag affixed to the glasses.

**Note—**

Regulation 14(3) sets out the prescribed warning to be attached to the glasses.

(3) For the purposes of section 74(2)(d) of the Act—

- (a) the following warning is prescribed:

**WARNING**

These glasses are for near-vision and reading use only.

The lenses in these glasses are NOT prescription lenses. They are not intended as a substitute for glasses specifically prescribed for you.

These glasses are not suitable—

for use whilst driving or operating a vehicle; or

for use as eye protection.

Poor vision may be the result of a disease of the eye and a regular examination by an optometrist is recommended to ensure that any eye disease is detected early.

- (b) the prescribed warning in paragraph (a) must be attached to the glasses—
- (i) by a string or cord; or
  - (ii) by sticking the warning onto the glasses; or
  - (iii) in any other manner such that the warning does not detach from the glasses in the ordinary course of inspecting and selecting the glasses.

## **15—Interaction of regulations with *Work Health and Safety Act 2012***

Nothing in regulations 16 to 21 (inclusive), being regulations made under Part 5A of the Act, derogates from the requirements of the *Work Health and Safety Act 2012* in respect of a person conducting a business or undertaking (within the meaning of that Act).

**Note—**

See section 77B of the Act.

## **16—Definitions in Part 5A (section 77A of Act)**

- (1) For the purposes of paragraph (b) of the definition of **health practitioner** in section 77A(1) of the Act, a health service provider within the meaning of the *Health Practitioner Regulation National Law (South Australia)* (other than a health practitioner within the meaning of the *Health Practitioner Regulation National Law (South Australia)*) is prescribed.

**Note—**

Health practitioners (within the meaning of the *Health Practitioner Regulation National Law (South Australia)*) are already included in the definition of **health practitioner** in section 77A(1) of the Act.

- (2) For the purposes of section 77A(2)(d) of the Act, the following areas are included in the ambit of the definition of **remote area**:
- (a) the area of the District Council of Coober Pedy;
  - (b) the area of the Municipal Council of Roxby Downs.

**17—Application of Part 5A Division 2 of Act**

For the purposes of section 77C(1)(d) of the Act, the following health practitioners are prescribed:

- (a) a health practitioner registered under the *Health Practitioner Regulation National Law (South Australia)* to practise in the medical profession;
- (b) a health practitioner registered under the *Health Practitioner Regulation National Law (South Australia)* to practise in the midwifery profession as a midwife;
- (c) a health practitioner registered under the *Health Practitioner Regulation National Law (South Australia)* to practise as a nurse in the registered nurses division of the nursing profession;
- (d) a health practitioner employed by, or otherwise providing a health service on behalf of, a person or body wholly or partly funded (by grant, service agreement or other such arrangement) by the Commonwealth Government.

**18—Second responders for remote area attendance**

- (1) For the purposes of section 77D(1) of the Act, a health practitioner engages a person as a second responder for the purposes of a particular callout by—
  - (a) contacting the person by telephone or in person; and
  - (b) advising the person of—
    - (i) the general nature of the callout including the location and an estimate of the time required; and
    - (ii) the designated time and place for the health practitioner and the person to meet for the purposes of the callout; and
  - (c) confirming the eligibility, availability and agreement of the person to attend the callout as a second responder; and
  - (d) advising that the person is engaged as a second responder for the callout.
- (2) Subject to subregulation (3), for the purposes of section 77D(2) of the Act a second responder—
  - (a) must hold a current Australian driver's licence; and
  - (b) must have been subject to a working with children check (within the meaning of the *Child Safety (Prohibited Persons) Act 2016*) within the preceding 5 years; and
  - (c) must not be prohibited from working with children under the *Child Safety (Prohibited Persons) Act 2016* or a law of the Commonwealth or of another State or Territory.
- (3) The requirements of subregulation (2) do not apply in respect of a person to be engaged by a health practitioner as a second responder for a particular callout where—
  - (a) the health practitioner has taken all reasonable steps to engage as a second responder a person who satisfies the requirements of subregulation (2) but has been unable to do so; and
  - (b) the health practitioner believes on reasonable grounds that the risk to the health of a person to whom health services are to be provided in relation to the callout is high; and



- (c) the person is known to the health practitioner and is, in the opinion of the health practitioner, a suitable person to be engaged as a second responder in the circumstances.
- (4) Pursuant to section 77D(3)(a) of the Act, a person is engaged to act as a second responder from the time that a health practitioner advises the person that they are engaged as a second responder pursuant to subregulation (1)(d).
- (5) Pursuant to section 77D(3)(b) of the Act, a callout is completed in respect of a second responder when, after leaving the location of the callout or any other place at which the second responder attended in relation to the callout, the second responder arrives at their place of residence or other destination nominated by the second responder and advised to the health practitioner.
- (6) For the purposes of subregulation (3)(b), the risk to the health of a person to whom health services are to be provided in relation to a callout is not high if the health practitioner is of the opinion that treatment of the person can be delayed—
  - (a) until the normal operating hours of an available clinic or health facility commence; or
  - (b) for a period of more than 24 hours.

#### **19—Prescribed premises and prescribed circumstances for unaccompanied remote area attendance**

- (1) For the purposes of section 77E(3)(a) of the Act, premises approved by the Minister are prescribed premises.
- (2) For the purposes of section 77E(3)(b) of the Act, the following circumstances relating to a callout by a health practitioner are prescribed:
  - (a) where the callout is to a police station and, before attending the callout, the health practitioner is satisfied, taking into account all information available to the health practitioner in relation to the callout, that at least 1 police officer or special constable will be present at the police station at all times while the health practitioner attends the callout;
  - (b) where the callout is in response to an emergency and, before attending the callout, the health practitioner is satisfied, taking into account all information available to the health practitioner in relation to the callout, that at least 1 emergency services worker (other than the health practitioner) will be present at the location of the emergency at all times while the health practitioner attends the callout.
- (3) In this regulation—

**emergency services worker** means any of the following persons:

  - (a) a police officer;
  - (b) a special constable;
  - (c) a member of an emergency services organisation within the meaning of the *Fire and Emergency Services Act 2005*;
  - (d) persons engaged in the provision of emergency ambulance services authorised under the *Health Care Act 2008*;
  - (e) any other person, or person of a class, approved by the Minister to be an emergency services worker;

*special constable* has the same meaning as in the *Police Act 1998*.

## 20—Application of Part 5A Division 3 of Act

- (1) For the purposes of section 77G(d) of the Act, the following persons and bodies are prescribed:
  - (a) if a designated person provides a health service on behalf of another person or body—that other person or body;
  - (b) in any other case—a designated person.
- (2) The following persons are *designated persons* for the purposes of subregulation (1):
  - (a) a person registered under the *Health Practitioner Regulation National Law (South Australia)* to practise in the medical profession;
  - (b) a person registered under the *Health Practitioner Regulation National Law (South Australia)* to practise in the midwifery profession as a midwife;
  - (c) a person registered under the *Health Practitioner Regulation National Law (South Australia)* to practise as a nurse in the registered nurses division of the nursing profession.

## 21—Policies and procedures for remote area attendance

For the purposes of section 77H(2)(c) of the Act, the following kinds of provisions are required to be included in policies and procedures under section 77H of the Act:

- (a) provisions to assist in assessing the eligibility and selection of persons to be second responders;
- (b) provisions to manage risks to the safety and security of health practitioners identified as being specific to the provision of health services—
  - (i) at, or from, a specific location; or
  - (ii) by a specific health service provider.

## 22—Transitional provision—staff

- (1) For the purposes of the definition of *designated period* in clause 37(4) of Schedule 1 of the Act, the period of 3 months from the day on which the person is determined by the National Agency to be excess to the requirements of the National Agency is prescribed.
- (2) For the purposes of the definition of *qualifying member of the staff of a prescribed body* in clause 37(4) of Schedule 1 of the Act, 30 June 2010 is prescribed in relation to each prescribed body.

## 23—Transitional provisions—occupational therapy

- (1) The Occupational Therapy Board of South Australia is brought within the ambit of the definition of *prescribed body* in clause 29 of Schedule 1 of the Act.
- (2) No application may be made to the Occupational Therapy Board of South Australia under Part 3 Division 2 of the *Occupational Therapy Practice Act 2005* on or after 1 July 2012.
- (3) For the purposes of clauses 42 and 43 of Schedule 1 of the Act, the *Occupational Therapy Practice Act 2005* will be taken to be a relevant Act that has been repealed under that schedule on 1 July 2012.

## **Schedule 1—Repeal of *Health Practitioner Regulation National Law (South Australia) Regulations 2010***

The *Health Practitioner Regulation National Law (South Australia) Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 66 of 2025

South Australia

# **Criminal Investigation (Extraterritorial Offences) Regulations 2025**

under the *Criminal Investigation (Extraterritorial Offences) Act 1984*

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- 5 Authority conferred by, and other incidents of, a search warrant (section 5 of Act)

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Regulations 2010*

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### **1—Short title**

These regulations may be cited as the *Criminal Investigation (Extraterritorial Offences) Regulations 2025*.

### **2—Commencement**

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

### **3—Interpretation**

In these regulations—

*Act* means the *Criminal Investigation (Extraterritorial Offences) Act 1984*.

### **4—Issue of search warrants (section 4 of Act)**

For the purposes of section 4 of the Act, the form of a search warrant issued by a magistrate is—

- (a) if the application for the warrant was made personally—as set out in Schedule 1 Form 1; and
- (b) if the application for the warrant was made by telephone—as set out in Schedule 1 Form 2.

### **5—Authority conferred by, and other incidents of, a search warrant (section 5 of Act)**

For the purposes of section 5(6)(a) of the Act, the prescribed form for a notice is as set out in Schedule 1 Form 3.

## Schedule 1—Forms

### Form 1—Warrant—application made personally

#### *Criminal Investigation (Extraterritorial Offences) Act 1984, section 4*

##### WHEREAS

- 1 I, *[insert name of magistrate]*, a magistrate, have received an application made personally and verified by affidavit for a search warrant from *[insert name, rank and number of police officer]*, a police officer.
- 2 I am satisfied that there are reasonable grounds to believe that—
  - (a) an offence to which the *Criminal Investigation (Extraterritorial Offences) Act 1984* applies has been, or is intended to be, committed; and
  - (b) there is an object relevant to the investigation of that offence on the following premises: *[insert address or description of premises]*

I AUTHORISE any police officer, with such assistants as the officer thinks necessary, to enter and search the premises described above and anything on those premises.

\*This warrant must not be executed between the hours of 7pm and 7am.

\*This warrant may be executed between the hours of 7pm and 7am.

\*This warrant may be executed during the following hours between 7pm and 7am: *[insert specified hours]*

\**[Strike out whichever is inapplicable]*

This warrant will expire 1 month after its date of issue.

Date of issue:

Time of issue:

Place of issue:

Signature of magistrate issuing warrant:

### Form 2—Warrant—application made by telephone

#### *Criminal Investigation (Extraterritorial Offences) Act 1984, section 4*

##### WHEREAS

- 1 I, *[insert name of magistrate]*, a magistrate, have received an application by telephone in accordance with section 4(5) of the Act for a search warrant from *[insert name, rank and number of police officer]*, a police officer.
- 2 I am satisfied that there are reasonable grounds to believe—
  - (a) that an offence to which the *Criminal Investigation (Extraterritorial Offences) Act 1984* applies has been, or is intended to be, committed; and
  - (b) there is an object relevant to the investigation of that offence on the following premises: *[insert address or description of premises]*
- 3 It appears to me that the following facts, furnished to me by the applicant, constitute proper grounds for the issue of a search warrant in respect of the premises described above: *[insert facts]*
- 4 I have informed the applicant of those facts and the applicant has undertaken to verify those facts.

I AUTHORISE any police officer, with such assistants as the officer thinks necessary, to enter and search the premises described above and anything on those premises.

\*This warrant must not be executed between the hours of 7pm and 7am.

\*This warrant may be executed between the hours of 7pm and 7am.

\*This warrant may be executed during the following hours between 7pm and 7am: *[insert specified hours]*

\**[Strike out whichever is inapplicable]*

This warrant will expire 1 month after its date of issue.

Date of issue:

Time of issue:

Place of issue:

Signature of magistrate issuing warrant:

### **Form 3—Notice of seizure of objects**

#### ***Criminal Investigation (Extraterritorial Offences) Act 1984, section 5(6)(a)***

#### **NOTICE TO OCCUPIER (to be completed and signed by police officer executing search warrant):**

Please note that premises occupied by you have been searched pursuant to a search warrant issued under the *Criminal Investigation (Extraterritorial Offences) Act 1984* and objects have been seized as follows:

Address or description of premises:

Description of objects or things seized:

Location(s) in which objects were found on premises:

Details of search warrant—

- Name of magistrate who issued warrant:
- Date, time and place of issue of warrant:

Name and rank of police officer:

Signature of police officer:

Date:

### **Schedule 2—Repeal of *Criminal Investigation (Extraterritorial Offences) Regulations 2010***

The *Criminal Investigation (Extraterritorial Offences) Regulations 2010* are repealed.

#### **Editorial note—**

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

**Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 67 of 2025

South Australia

# Public Trustee Regulations 2025

under the *Public Trustee Act 1995*

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#### Part 1—Commission on capital

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- 1 Repeal of *Public Trustee Regulations 2010*
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- 

## 1—Short title

These regulations may be cited as the *Public Trustee Regulations 2025*.

## 2—Commencement

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

## 3—Interpretation

In these regulations—

*Act* means the *Public Trustee Act 1995*.

## 4—Commission and prescribed fees

- (1) For the purposes of section 29(6a) of the Act, the rates or amounts of commission to be charged against an amount at credit in a common fund on account of a class of persons referred to in section 29(1)(b) of the Act are as set out in Schedule 1.
- (2) For the purposes of section 45 of the Act, the rates or amounts of commission to be charged against an estate under the control of the Public Trustee (otherwise than under section 75 of the *Succession Act 2023*<sup>1</sup>) are as set out in Schedule 2.
- (3) If a maximum or minimum rate or amount is provided in Schedule 1 or Schedule 2, or in relation to prescribed fees, the Public Trustee may determine the rate or amount in a particular case, subject to that maximum or minimum.



**Note—**

- 1 Section 75 of the *Succession Act 2023* provides for the vesting of an intestate estate in the Public Trustee until administration is granted in respect of the estate.

**Schedule 1—Common fund—commission****1—Commission on capital**

## Commission—

- (a) in respect of estates administered by the Public Trustee, on money that is invested in a common fund on behalf of the beneficiaries of the estates that would otherwise be distributed to the beneficiaries; or
- (b) on money that is invested in a common fund on behalf of all other classes of persons referred to in section 29(1)(b) of the Act,

must be charged at a rate not exceeding the maximum rate of 1% of the capital amount invested.

**2—Commission on income**

Commission on income received in respect of money invested in a common fund on behalf of a class of persons referred to in section 29(1)(b) of the Act, must be charged at a rate not exceeding the maximum rate of 5%.

**Schedule 2—Commission****Part 1—Commission on capital**

## 1 (1) Subject to this Schedule, commission—

- (a) in respect of estates of deceased persons and trust estates or funds held by the Public Trustee alone or with another person, on—
  - (i) the proceeds of all assets realised; and
  - (ii) money collected; and
  - (iii) the value of unrealised property transferred or delivered in kind to, or specifically appropriated in trust for, a person entitled; or
- (b) in respect of estates of protected persons (within the meaning of the *Aged and Infirm Persons' Property Act 1940* or the *Guardianship and Administration Act 1993*) being managed or administered by the Public Trustee, on—
  - (i) the proceeds of all assets realised; and
  - (ii) money collected; and
  - (iii) the value of unrealised property to which the estate is entitled at the conclusion of the management of the estate,

must be charged at a rate not exceeding the maximum rates set out in the following table:

**Maximum rate of commission**

Rates on capital amount or value of estate:

4% up to \$200 000 plus

**Maximum rate of commission**

---

3% on the amount from \$200 001 to \$400 000 plus

2% on the amount from \$400 001 to \$600 000 plus

1% on the amount over \$600 000

- (2) If property is sold subject to a mortgage or other charge, the amount of the mortgage or charge is considered part of the proceeds.
  - (3) In the case of a transfer to, or sale on behalf of, the spouse or domestic partner of a deceased person of—
    - (a) a home formerly shared by the spouses or domestic partners; or
    - (b) any of the household furniture and effects,commission must be charged at a rate not exceeding half of the maximum rate applicable under subclause (1) on the value of the share of the home and household furniture and effects of the spouse or domestic partner.
- 2
  - (1) If money is required to be paid to the Public Trustee on behalf of a party or person by order or rule of a court, commission on that sum must be charged at a rate not exceeding the maximum rate applicable under clause 1.
  - (2) However, if a portion of the money is directed to be paid immediately, commission must be charged at a rate not exceeding 1%.
- 3 If property has been delivered or transferred to the Public Trustee on behalf of a person under section 91 of the *Succession Act 2023*, commission must be charged at a rate not exceeding the maximum rate applicable under clause 1.
- 4 If the Public Trustee has been appointed as agent or attorney—
  - (a) commission on the proceeds of all assets realised and money collected by the Public Trustee must be charged at a rate not exceeding the maximum rate applicable under clause 1; and
  - (b) commission in respect of a service, or action taken, by the Public Trustee and not otherwise dealt with in these regulations must be charged at a rate agreed with the person appointing the Public Trustee as agent or attorney.
- 5 If the Public Trustee has been appointed manager of unclaimed property under Part 6 of the Act, or holds money or other property in a capacity not otherwise dealt with in these regulations—
  - (a) commission on the proceeds of all assets realised and money collected by the Public Trustee must be charged at a rate not exceeding the maximum rate applicable under clause 1; and
  - (b) commission in respect of a service, or action taken, by the Public Trustee and not otherwise dealt with in these regulations must be charged at a rate agreed with the person appointing the Public Trustee.
- 6 In calculating commission on capital, expenses arising from the sale of property by the Public Trustee (including the commission on the sale of property paid by the Public Trustee to an agent) will be disregarded.
- 7
  - (1) For the purposes of this Schedule, the value of unrealised property, unless otherwise directed by a court, is the price which, in the opinion of the Public Trustee, the property would realise if sold in the open market.

- (2) However, if the transfer of property is delayed—
- (a) by an intervening life interest; or
  - (b) by some other intervening interest, order or condition that has the effect of postponing distribution for a period of over 24 months from the date of death,
- the value of the property transferred to a beneficiary is its value as determined by the Public Trustee on the date of the determination of the intervening interest, order or condition.

## **Part 2—Commission on income**

- 8 (1) Commission on income received by the Public Trustee in respect of an estate or trust or from a fund or property held by the Public Trustee alone or with another person must be charged—
- (a) on income other than rent—at the rate of 5%; or
  - (b) on rent—at the rate of 7.5%.
- (2) Commission on income will be charged on the gross income received except where a business is carried on by the Public Trustee.
- (3) If a business is carried on by the Public Trustee, commission on income will be charged on the gross income received from carrying on the business less all items of revenue expenditure attributable to the business (excluding expenses which are attributable to the general administration of the estate or trust, or the ownership of the assets).
- (4) Commission on the following:
- (a) old age, invalid, superannuation, war and service pensions;
  - (b) sick pay;
  - (c) payments of maintenance for divorced persons;
  - (d) payments of maintenance for protected persons;
  - (e) unemployment and sickness benefits paid by the Department of Social Services,
- must be charged at a rate not exceeding the rate applicable under subclause (1).
- (5) Commission in respect of rents collected by an agent who is employed, and paid a commission, by the Public Trustee must be charged at the rate of 2.5%.

## **Part 3—General**

- 9 (1) The Public Trustee may charge commission at the appropriate rate at the following times:
- (a) subject to subclause (2), commission on money may be charged when the Public Trustee receives the money;
  - (b) commission on property sold or realised may be charged when the Public Trustee receives the proceeds of the sale or realisation;
  - (c) commission on unrealised property transferred or delivered in kind to, or specifically appropriated in trust for, a person entitled may be charged when the property is transferred, delivered or appropriated in trust.
- (2) If the Public Trustee carries on a business, the commission on the income received in the course of carrying on the business must not be charged until the net annual trading profit has been ascertained.

- (3) Commission on capital must not be charged more than once during the course of the administration of the estate, trust or fund.
- 10 For a service in connection with the identification of a beneficiary or the ascertainment and establishment of next of kin, the Public Trustee may charge, either against the estate or against the share of the person to whom the inquiries relate, an additional commission not exceeding 10% of the value of the estate.

## **Schedule 3—Repeal and transitional provision**

### **1—Repeal of *Public Trustee Regulations 2010***

The *Public Trustee Regulations 2010* are repealed.

### **2—Transitional provision**

These regulations do not affect an arrangement, understanding or undertaking made before the commencement of the *Public Trustee Regulations 1995* with respect to the commission chargeable in respect of an estate, trust or fund which is in the course of administration by the Public Trustee.

#### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 68 of 2025

South Australia

# **Anangu Pitjantjatjara Yankunytjatjara Land Rights Regulations 2025**

under the *Anangu Pitjantjatjara Yankunytjatjara Land Rights Act 1981*

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## **Contents**

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 By-laws
- 5 Electorates

## **Schedule 1—Maps of electorates**

- 1 Map of electorates
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- 3 Map of electorate comprised of community groups of Kanypi, Nyapari, Angatja and Watarru
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- 5 Map of electorate comprised of community groups of Kaltjiti, Irintata and Watinuma
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- 7 Map of electorate comprised of community group of Mimili
- 8 Map of electorate comprised of community groups of Iwantja, Amuruna, Railway Bore, Witjintitja and Wallatinna

## **Schedule 2—Repeal of *Anangu Pitjantjatjara Yankunytjatjara Land Rights Regulations 2010***

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### **1—Short title**

These regulations may be cited as the *Anangu Pitjantjatjara Yankunytjatjara Land Rights Regulations 2025*.

### **2—Commencement**

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

### **3—Interpretation**

In these regulations—

*Act* means the *Anangu Pitjantjatjara Yankunytjatjara Land Rights Act 1981*.

### **4—By-laws**

- (1) For the purposes of section 43(3)(f) of the Act, Anangu Pitjantjatjara Yankunytjatjara may make by-laws in relation to the following matters:
  - (a) the granting of permission to specified persons, or specified classes of persons, to enter and remain on the lands;
  - (b) the operation of, or sale of goods from, community stores.

- (2) Without limiting a provision of these regulations or the Act, a by-law made pursuant to subregulation (1) may—
- (a) operate subject to specified conditions; and
  - (b) refer to or incorporate, wholly or partially and with or without modification, a code, standard or other document prepared or published by an authority or body, either as in force at the time the by-law is made or as in force from time to time; and
  - (c) make different provision according to the persons, things or circumstances to which it is expressed to apply; and
  - (d) provide that a matter or thing is to be determined, dispensed with, regulated or prohibited according to the discretion of Anangu Pitjantjatjara Yankunytjatjara, a specified person, authority or body, or a person holding a specified office.
- (3) If—
- (a) a code, standard or other document is adopted by a by-law; or
  - (b) a by-law, or a code, standard or document adopted by a by-law, refers to a code, standard or other document prepared or published by an authority or body,
- then—
- (c) a copy of the code, standard or other document must be kept available for inspection by members of the public, without charge and during normal office hours, at—
    - (i) the principal office of Anangu Pitjantjatjara Yankunytjatjara; and
    - (ii) the Minister's office; and
  - (d) in any legal proceedings, evidence of the contents of the code, standard or other document may be given by production of a document purporting to be certified by or on behalf of Anangu Pitjantjatjara Yankunytjatjara as a true copy of the code, standard or other document; and
  - (e) the code, standard or other document has effect as if it were a by-law made under the Act.
- (4) In this regulation—
- community store** means any shop, store, building or place located on the lands at which food or other goods are kept for sale.

## 5—Electoralates

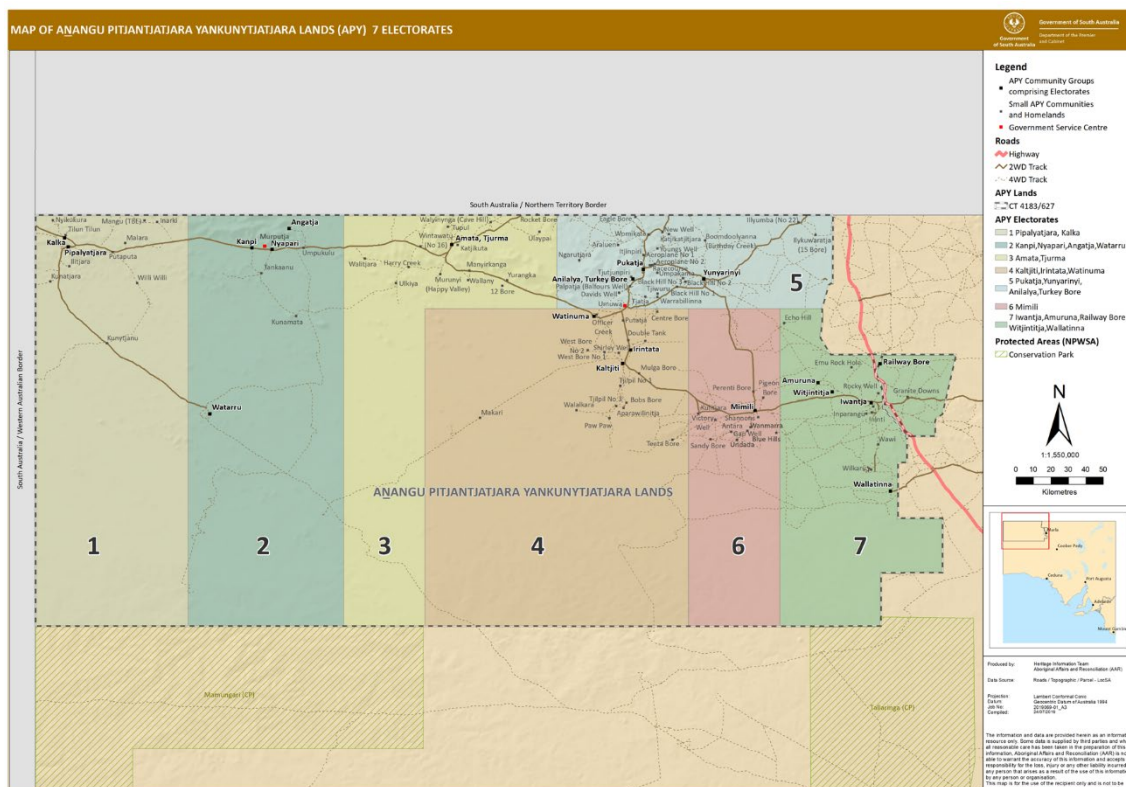
- (1) For the purposes of Schedule 3 clause 2(1) of the Act, the following electoralates are constituted:
- (a) the community groups of Pipalyatjara and Kalka;
  - (b) the community groups of Kanypirri, Nyapirri, Angatja and Watarru;
  - (c) the community groups of Amata and Tjurma;
  - (d) the community groups of Kaltjiti, Irintata and Watinuma;
  - (e) the community groups of Pukatja, Yunyarinyi, Anilalya and Turkey Bore;
  - (f) the community group of Mimili;

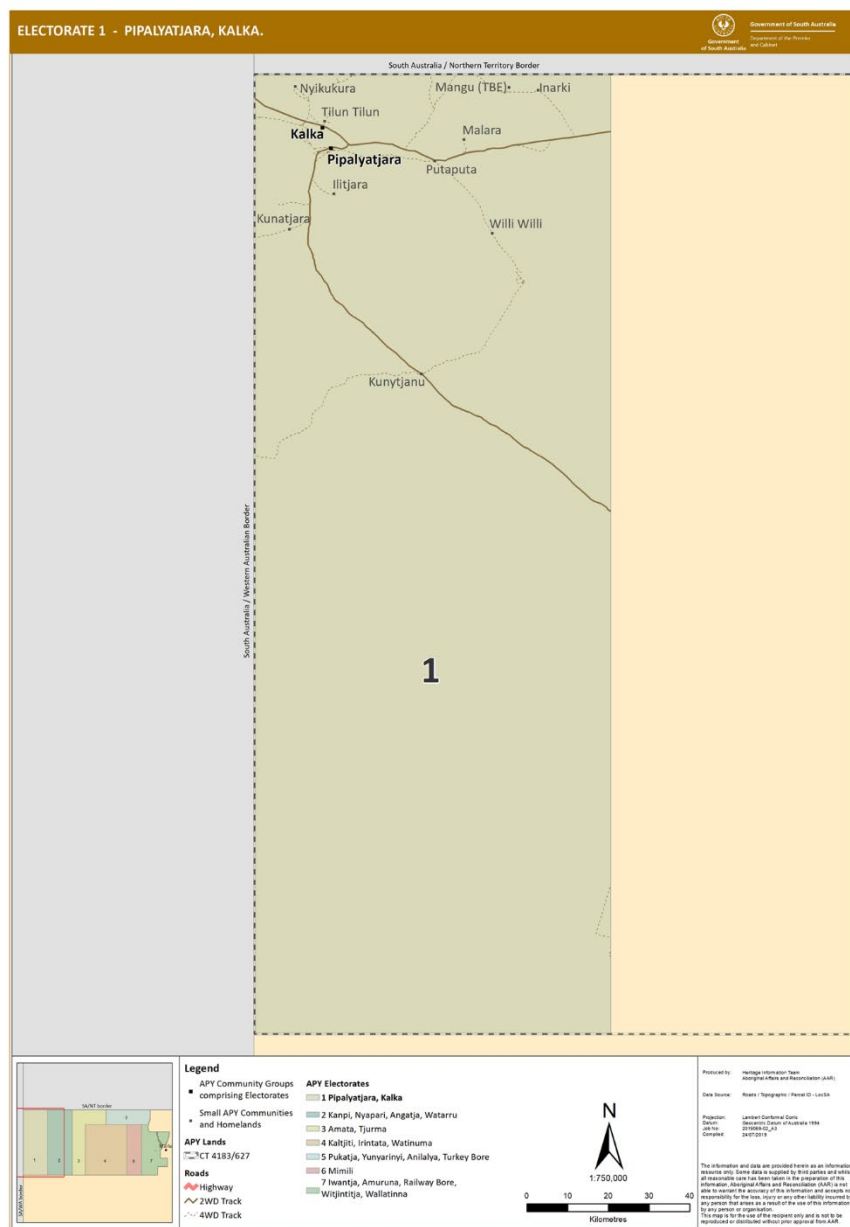
- (g) the community groups of Iwantja, Amuruna, Railway Bore, Witjintitja and Wallatinna.
- (2) For ease of reference, maps of the electorates setting out the community group or groups comprising the electorate are set out in Schedule 1.

## Schedule 1—Maps of electorates

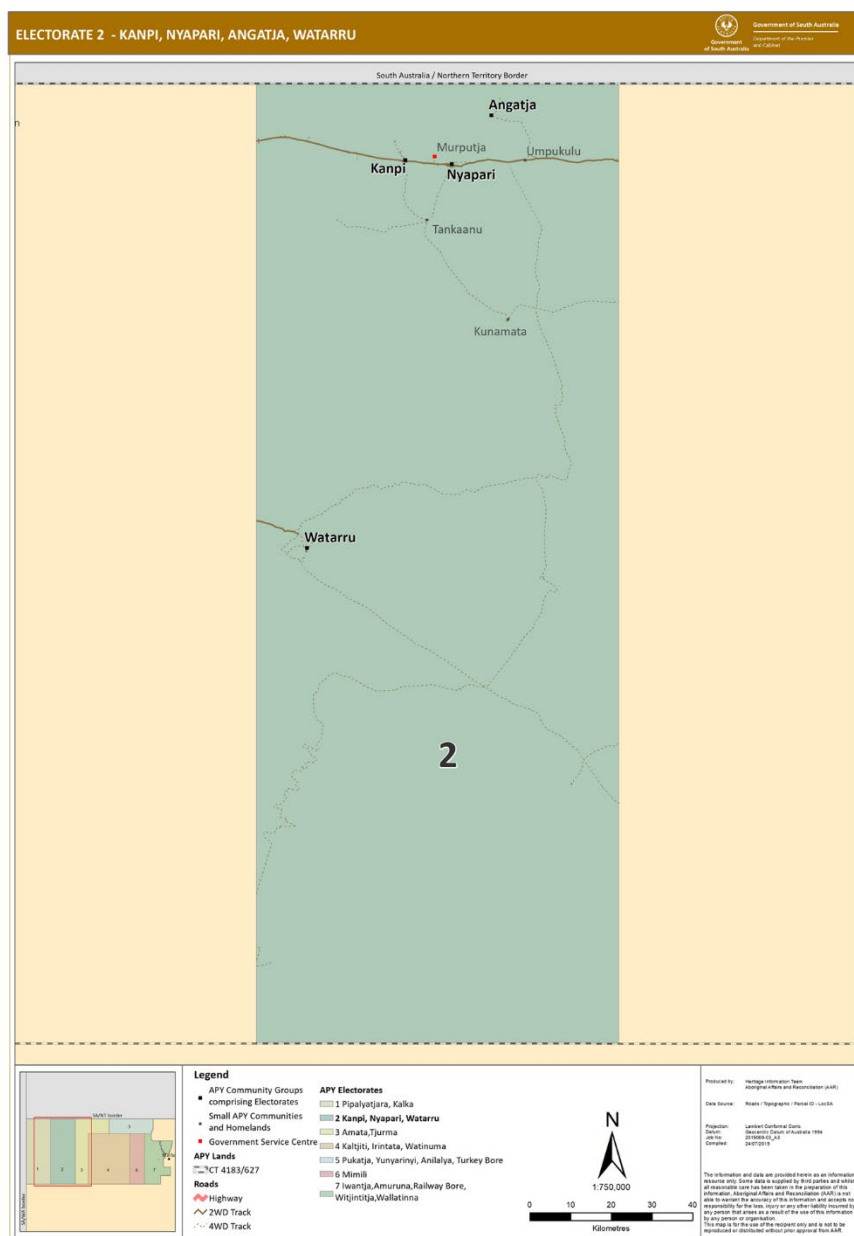
### 1—Map of electorates

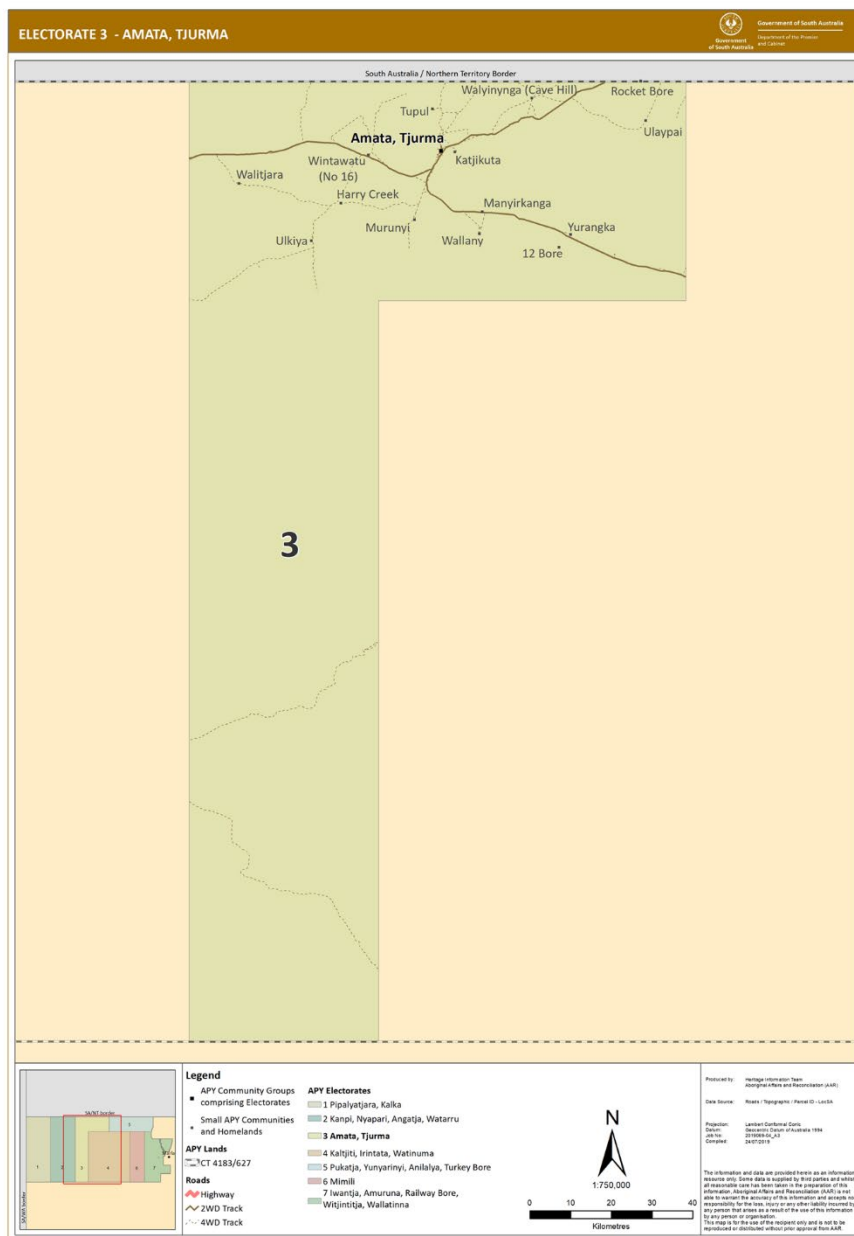
The following map sets out the electorates referred to in regulation 5(1):





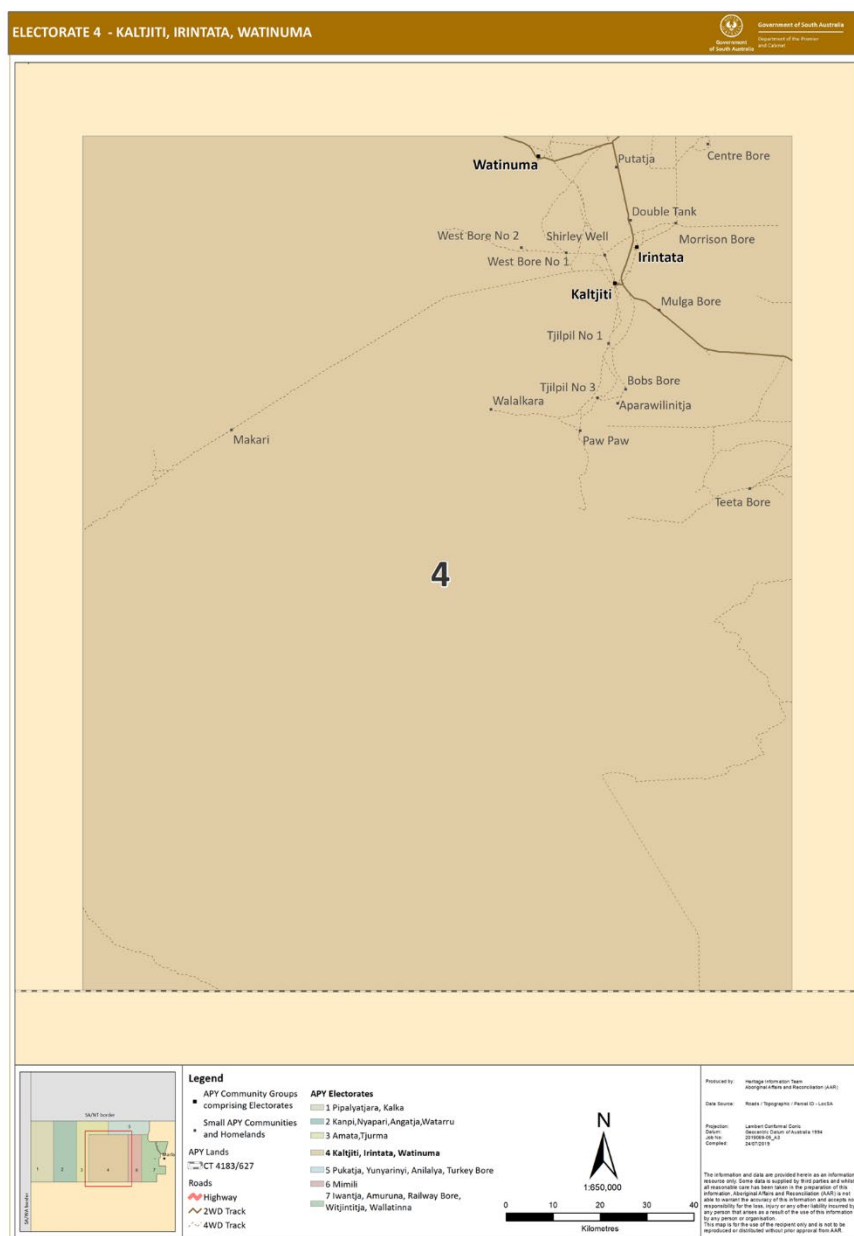


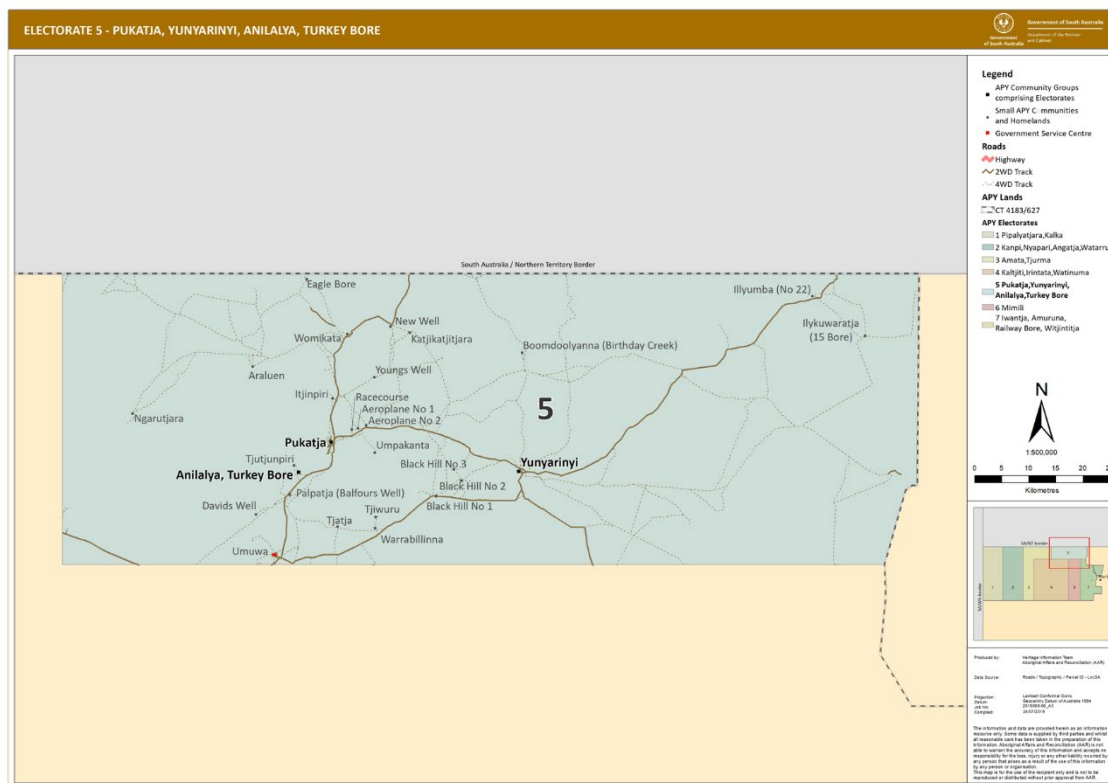




## 5—Map of electorate comprised of community groups of Kaltjiti, Irintata and Watinuma

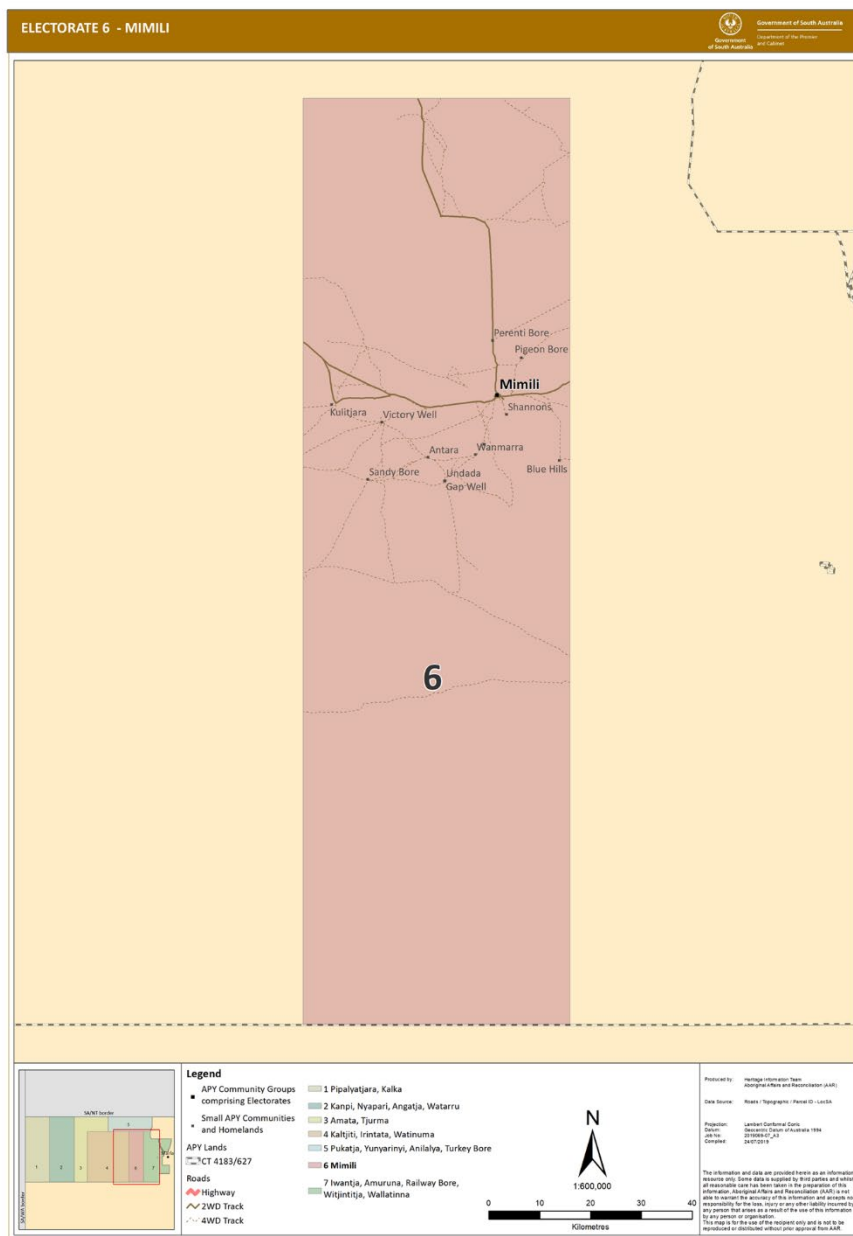
The following map sets out the electorate referred to in regulation 5(1)(d) comprised of the community groups of Kaltjiti, Irintata and Watinuma:





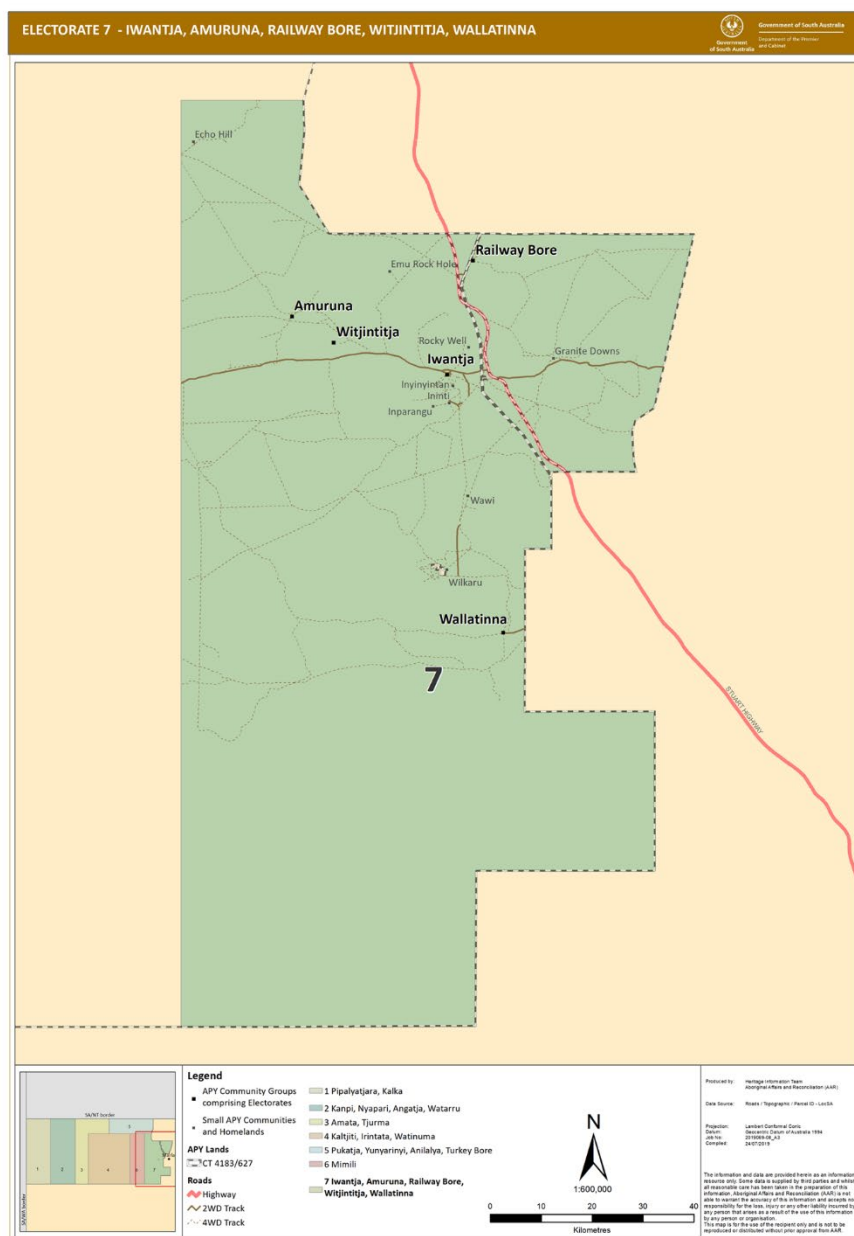
## 7—Map of electorate comprised of community group of Mimili

The following map sets out the electorate referred to in regulation 5(1)(f) comprised of the community group of Mimili:



## 8—Map of electorate comprised of community groups of Iwantja, Amuruna, Railway Bore, Witjintitja and Wallatinna

The following map sets out the electorate referred to in regulation 5(1)(g) comprised of the community groups of Iwantja, Amuruna, Railway Bore, Witjintitja and Wallatinna:



## Schedule 2—Repeal of *Anangu Pitjantjatjara Yankunytjatjara Land Rights Regulations 2010*

The *Anangu Pitjantjatjara Yankunytjatjara Land Rights Regulations 2010* are repealed.

### Editorial note—

As required by section 10AA(2) of the *Legislative Instruments 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**

on the recommendation of the Minister made after consultation with the Executive Board and the returning officer and with the advice and consent of the Executive Council  
on 31 July 2025

No 69 of 2025

South Australia

# Serious and Organised Crime (Unexplained Wealth) Regulations 2025

under the *Serious and Organised Crime (Unexplained Wealth) Act 2009*

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## Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Corresponding unexplained wealth orders (section 3(1))
- 5 Deposit holders (section 3(1))
- 6 Prescribed requirements for duplicate warrant (section 16(4)(g)(ii))
- 7 Prescribed form of notice (section 17)
- 8 Prescribed manner of giving notices (section 38)

Schedule 1—Prescribed form of notice

Schedule 2—Repeal of *Serious and Organised Crime (Unexplained Wealth) Regulations 2010*

---

## 1—Short title

These regulations may be cited as the *Serious and Organised Crime (Unexplained Wealth) Regulations 2025*.

## 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 *Serious and Organised Crime (Unexplained Wealth) Act 2009*;

*payment services* means services providing for, or facilitating, the payment or transfer of money or the granting of credit by 1 person to another person (and includes a service provided by electronic means).

## 4—Corresponding unexplained wealth orders (section 3(1))

- (1) The following kinds of orders made under a law of a State, Territory or the Commonwealth are declared to be within the definition of *corresponding unexplained wealth order* in section 3(1) of the Act:
  - (a) orders that are made under relevant Acts and that require the payment of an amount of money by a person in respect of property or benefits that have not been lawfully acquired;
  - (b) orders that are made under relevant Acts and that are similar in nature to literary proceeds orders under the *Criminal Assets Confiscation Act 2005*;
  - (c) recognised Australian pecuniary penalty orders (within the meaning of the *Criminal Assets Confiscation Act 2005*).



(2) The following are **relevant Acts** for the purposes of this regulation:

- (a) the *Criminal Assets Recovery Act 1990* of New South Wales;
- (b) the *Confiscation of Proceeds of Crime Act 1989* of New South Wales;
- (c) the *Confiscation Act 1997* of Victoria;
- (d) the *Criminal Proceeds Confiscation Act 2002* of Queensland;
- (e) the *Criminal Property Confiscation Act 2000* of Western Australia;
- (f) the *Crimes (Confiscation of Profits) Act 1993* of Tasmania;
- (g) the *Criminal Property Forfeiture Act 2002* of the Northern Territory;
- (h) the *Confiscation of Criminal Assets Act 2003* of the Australian Capital Territory;
- (i) the *Proceeds of Crime Act 2002* of the Commonwealth.

### 5—Deposit holders (section 3(1))

Institutions that engage in any 1 or more of the following activities are declared to be **deposit holders** for the purposes of the definition in section 3(1) of the Act:

- (a) acting as an agent for an ADI;
- (b) acting as a broker (of any kind);
- (c) the provision of accountancy services;
- (d) the provision of betting or gaming services;
- (e) the provision of payment services;
- (f) money lending;
- (g) dealing in commodities.

### 6—Prescribed requirements for duplicate warrant (section 16(4)(g)(ii))

For the purposes of section 16(4)(g)(ii) of the Act, the duplicate warrant must comply with the following additional requirements:

- (a) the duplicate warrant must specify that it is a duplicate warrant and has been filled out following the making of an application to a judicial officer by telephone;
- (b) the duplicate warrant must specify the date on which, and time at which, the judicial officer signed the warrant.

### 7—Prescribed form of notice (section 17)

The notice set out in Schedule 1 is prescribed for the purposes of section 17(4)(a) of the Act.

### 8—Prescribed manner of giving notices (section 38)

For the purposes of section 38 of the Act, the following additional manners of giving or serving a notice, order or other document are prescribed:

- (a) in the case of a notice, order or other document to be given to or served on a corporation—
  - (i) by leaving it for the corporation at the registered address of the corporation; or
  - (ii) by posting it to the corporation at the registered address of the corporation;

(b) in any case—

- (i) by a means indicated by the person as being an available means of service (such as by email, fax or by delivering it, addressed to the person, to the facilities of a document exchange); or
- (ii) by any other means in accordance with Chapter 5 Part 2 of the *Uniform Civil Rules 2020* made under the *Supreme Court Act 1935*, the *District Court Act 1991* and the *Magistrates Court Act 1991* and as in force from time to time.

## Schedule 1—Prescribed form of notice

### Notice of execution of warrant under *Serious and Organised Crime (Unexplained Wealth) Act 2009* (section 17(4)(a))

To:
<i>(use this box if a person was searched—insert the name and address of the person)</i>
The occupier of the following premises:
<i>(use this box in any other case)</i>
<b>Details of issue of warrant:</b>
Name of judicial officer who issued warrant:
Date of issue of warrant:
Time of issue of warrant:
<b>Details of execution of warrant:</b>
Police officer who executed warrant:
Name:
Rank:
Number:
<b>Date of execution of warrant:</b>
Seizure of documents or articles:
<i>(tick one box and, if documents or articles seized, fill in details)</i>
<input type="checkbox"/> No documents or articles were seized under the warrant.
<input type="checkbox"/> The following documents or articles were seized under the warrant:
<i>(attach additional pages if insufficient space)</i>
<b>Signature of police officer who executed warrant:</b>

## Schedule 2—Repeal of *Serious and Organised Crime (Unexplained Wealth) Regulations 2010*

The *Serious and Organised Crime (Unexplained Wealth) Regulations 2010* are repealed.

**Editorial note—**

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

**Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 70 of 2025

South Australia

# Employment Agents Registration Regulations 2025

under the *Employment Agents Registration Act 1993*

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## Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Employment agent
- 5 Employment contract
- 6 Application for licence
- 7 Application for renewal of licence
- 8 Notice of employment agent's scale of fees
- 9 Prescribed form for statement
- 10 Exemption of premises from Act

Schedule 1—Forms

Schedule 2—Repeal of *Employment Agents Registration Regulations 2010*

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## 1—Short title

These regulations may be cited as the *Employment Agents Registration Regulations 2025*.

## 2—Commencement

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

## 3—Interpretation

In these regulations—

*Act* means the *Employment Agents Registration Act 1993*;

**domestic partner** means a person who is a domestic partner within the meaning of the *Family Relationships Act 1975*, whether declared as such under that Act or not;

**spouse**—a person is the spouse of another if they are legally married.

## 4—Employment agent

An organisation or association is excluded from the definition of **employment agent** in section 3 of the Act insofar as it administers a group training scheme jointly funded by the Commonwealth and State Governments for—

- (a) the procurement of apprentices or trainees for persons who desire to employ or engage such persons in any kind of work; or
- (b) the procurement of employment for apprentices or trainees.

## 5—Employment contract

A contract, arrangement or understanding (not being a contract of service) for the engagement of a worker by an employer to perform remunerated work for the employer is excluded from the definition of **employment contract** in section 3 of the Act if the yearly remuneration payable to the worker is, in a financial year, not less than the **high income threshold** (within the meaning of the *Fair Work Act 2009* of the Commonwealth) applying under that Act for that financial year.

## 6—Application for licence

- (1) Pursuant to section 7(1)(c)(i) of the Act, the following persons are disqualified from giving a character reference for an applicant for a licence:
  - (a) a person who has, within the previous 5 years, been convicted of an offence—
    - (i) in connection with the promotion, operation or management of a business; or
    - (ii) involving fraud or dishonesty; or
  - (b) a person who is an associate of the applicant.
- (2) For the purposes of subregulation (1)(b), a person is an **associate** of an applicant if—
  - (a) they are partners; or
  - (b) they are both involved in the same business; or
  - (c) they are both directors of the same company; or
  - (d) they are both trustees or beneficiaries of the same trust, or 1 is a trustee and the other is a beneficiary of the same trust; or
  - (e) 1 is a spouse, domestic partner, parent, grandparent, child or grandchild of the other.
- (3) Pursuant to section 7(3) of the Act, an applicant that is a body corporate must furnish 2 character references for the natural person who is to act as the manager of the relevant business.
- (4) A character reference must be in the form set out in Schedule 1 Form 1.
- (5) For the purposes of section 7(4) of the Act, an application for a licence must be advertised at least once in a newspaper circulating generally throughout the State.
- (6) For the purposes of section 7(8) of the Act, the period of 1 month is prescribed.

## 7—Application for renewal of licence

For the purposes of section 9(2) of the Act, the prescribed number of days is 14.

## 8—Notice of employment agent's scale of fees

The form of a notice under section 19(1) of the Act is as set out in Schedule 1 Form 2.

## 9—Prescribed form for statement

The prescribed form for a statement under section 20(4) of the Act is as set out in Schedule 1 Form 3.

## 10—Exemption of premises from Act

Premises that are—

- (a) located at a place of business of an employer in order to facilitate the employment of people to work at that place; and
- (b) used by an employment agent on a temporary basis only, or that are only staffed by an employment agent on a part-time or casual basis,

are exempted from the operation of sections 16, 17 and 19 of the Act.

## Schedule 1—Forms

### Form 1—Character reference

#### *Employment Agents Registration Act 1993, section 7*

This reference relates to an application for a licence as an employment agent under section 7 of the *Employment Agents Registration Act 1993*.

Name of applicant for licence:

Describe how you know the applicant and your relationship to them (if any):

The applicant is required (under section 7 of the Act) to be a fit and proper person to hold a licence. Specify any details within your knowledge relating to the applicant's conduct and character that you consider may be relevant to this requirement:

The applicant or a person employed by the applicant is required (under section 7 of the Act) to have sufficient knowledge and experience for the purpose of properly operating or managing the business of an employment agent. Specify any details within your knowledge relating to the applicant's knowledge and experience that you consider may be relevant to this requirement:

Specify any other details that you consider may be relevant to the application:

Your details:

Name:

Address:

Occupation:

Signature:

Date:

*Note to person completing this form: Please make sure you are not disqualified from providing a character reference for an applicant (see regulation 6(1) of the Employment Agents Registration Regulations 2025).*

### Form 2—Notice of employment agent's scale of fees

#### *Employment Agents Registration Act 1993, section 19*

Name of employment agent:

The fees to be charged by this employment agent in procuring workers for a person who desires to employ or engage others in any kind of work are as follows: *[specify scale of fees]*

The fees to be charged by this employment agent in procuring employment for a person who desires to be employed or engaged by others in any kind of work are—

- (a) as follows [*specify scale of fees*]\*; or
- (b) as negotiated between the employment agent and the person\*.

Signature of employment agent\*\*:

Date:

*\*Delete whichever of paragraph (a) or (b) is not applicable.*

*\*\*If the employment agent is a body corporate, the signature must be that of the natural person acting as the manager of the business carried on by the employment agent.*

### **Form 3—Prescribed form for statement**

#### ***Employment Agents Registration Act 1993, section 20(4)***

Name and business address of employer\*:

*\*"Employer" is defined in the Act as a person by whom a worker is employed under an employment contract, or for whom work is done by a worker under an employment contract.*

Location at which worker must first attend for purposes of employment:

Indicate whether the *Return to Work Act 2014* will apply in relation to the worker YES/NO

Indicate whether the following types of insurance will be paid by the employer in relation to the worker:

Workers compensation YES\*/NO

Public liability YES\*/NO

Car insurance YES\*/NO

Other YES\*/NO

*\* If "YES", please specify details*

Indicate whether the worker will pay income tax through the employer (ie PAYE) YES/NO [*if "NO", please specify details of arrangements*]

Indicate whether the worker will be covered by the following kinds of awards or agreements:

Federal award YES\*/NO

State award YES\*/NO

Enterprise agreement YES\*/NO

*\* If "YES", please specify name of award or agreement*

Indicate whether superannuation benefits will be paid by the employer YES/NO [*if "YES", please specify details of scheme including whether it is a Commonwealth or State scheme*]

Indicate whether the worker will be entitled to any of the following types of paid leave that will accrue during the employment:

Annual leave YES\*/NO

Sick leave YES\*/NO

Parental leave YES\*/NO

Other YES\*/NO

*\* If "YES", please specify details including yearly entitlement*

Indicate whether any expenses will be reimbursed by the employer in relation to the worker YES/NO  
*[if "YES", please specify details including amounts]:*

Details of person completing this statement:

Name:

Signature:

Date:

*Note to worker: It is recommended that you verify the information contained in this statement with your employer.*

## **Schedule 2—Repeal of *Employment Agents Registration Regulations 2010***

The *Employment Agents Registration Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 71 of 2025



South Australia

# South Australian Housing Trust Regulations 2025

under the *South Australian Housing Trust Act 1995*

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## Contents

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Criteria—affordable housing
- 5 Financial accommodation
- 6 Joint ventures
- 7 Registration of covenants—prescribed fee
- 8 Appeals—prescribed periods
- 9 Responsibility for payment of water rates
- 10 Mandatory provision in conditions of tenancy agreement
- 11 Goods left on premises

## Schedule 1—Repeal of *South Australian Housing Trust Regulations 2010*

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### 1—Short title

These regulations may be cited as the *South Australian Housing Trust Regulations 2010*.

### 2—Commencement

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

### 3—Interpretation

In these regulations, unless the contrary intention appears—

*Act* means the *South Australian Housing Trust Act 1995*;

*Commonwealth Department* means an Agency within the meaning of the *Public Service Act 1999* of the Commonwealth.

### 4—Criteria—affordable housing

The Minister may, by notice in the Gazette, determine criteria that are to be applied for the purpose of determining whether a policy, strategy, program, application or other matter falls within the concept of *affordable housing*.

### 5—Financial accommodation

Pursuant to section 21(1)(d) of the Act, SAHT is authorised to borrow money or obtain other forms of financial accommodation—

- (a) from another agent or instrumentality of the Crown; or
- (b) from a Commonwealth Department or instrumentality; or
- (c) under the terms of an intergovernmental agreement to which the State is a party.

## **6—Joint ventures**

The following are prescribed for the purposes of section 21(3) of the Act:

- (a) a scheme or arrangement involving land owned or occupied by SAHT;
- (b) a scheme or arrangement that does not require SAHT to contribute (in total) more than \$1.1 million in money or resources.

## **7—Registration of covenants—prescribed fee**

The amount prescribed from time to time by fee notice as the fee for the registration of an encumbrance under the *Real Property Act 1886* is prescribed for the purposes of section 21A(6)(c) of the Act.

## **8—Appeals—prescribed periods**

For the purposes of section 32D(2)(a) of the Act, the following periods are prescribed:

- (a) in the case of an application that relates to—
  - (i) a decision of SAHT not to renew a tenancy; or
  - (ii) a decision of SAHT to terminate a tenancy; or
  - (iii) a decision of SAHT on an application to SAHT to transfer a tenancy to the spouse, partner or other family member of the tenant or former tenant; or
  - (iv) a decision of SAHT on an application to SAHT for rent assistance, or in relation to a bond, where the landlord is not SAHT,7 days;
- (b) in any other case—30 days.

## **9—Responsibility for payment of water rates**

Where SAHT is the landlord of premises subject to a tenancy agreement, SAHT and the tenant under the tenancy agreement are responsible for water rates payable under section 35 of the *Water Industry Act 2012* in respect of the premises as follows:

- (a) SAHT is responsible for payment of the supply charge for the right to a supply of water to the premises;
- (b) the tenant is responsible—
  - (i) if a separate meter is fitted to the premises to measure the quantity of water supplied to the premises—for all water rates (other than the supply charge) payable in respect of the premises;
  - (ii) if no such separate meter is fitted to the premises—for the proportion (as determined by SAHT in respect of each financial year) of all water rates (other than the supply charge) payable in respect of the premises.

## 10—Mandatory provision in conditions of tenancy agreement

An agreement between SAHT and a tenant setting out the conditions of the tenancy must contain a provision in a form approved from time to time by the Minister that allows SAHT to charge, as a component of the rent payable under the agreement, a premium if the income of the tenant exceeds an amount determined by SAHT from time to time and the tenant does not meet eligibility criteria determined by SAHT (from time to time).

**Note—**

A provision inserted in an agreement under this regulation will not apply to a tenant who last applied for SAHT housing before 25 February 1998.

## 11—Goods left on premises

- (1) The following provisions apply if goods are left on residential premises after the end of a tenancy where SAHT is the landlord:
  - (a) SAHT may, when at least 2 days have passed after taking possession of the premises, remove, and destroy or dispose of, the goods if—
    - (i) they are perishable foodstuffs; or
    - (ii) they are left on residential premises that have been left in an insanitary or hazardous condition; or
    - (iii) their value is less than a fair estimate of the cost of their removal, storage and sale;
  - (b) SAHT must store the goods in a safe place and manner for at least 60 days if the goods are not liable to destruction or disposal under paragraph (a).
- (2) SAHT must, within 7 days after storing goods or having goods stored under this regulation—
  - (a) give notice of the storage of the goods to—
    - (i) if the tenant has left a forwarding address—the tenant; and
    - (ii) if another person has, to the knowledge of SAHT, an interest in the goods and the person's name and address are known to, or reasonably ascertainable by, SAHT—that person; and
  - (b) publish notice of the storage of the goods in a newspaper circulating generally throughout the State.
- (3) A notice must be in the form approved by the Minister for the purposes of this regulation.
- (4) A person who is entitled to possession of goods stored under this regulation may reclaim the goods after paying to SAHT—
  - (a) the reasonable costs of their removal and storage; and
  - (b) the reasonable costs of giving notice under subregulation (2)(b); and
  - (c) any other reasonable costs incurred by SAHT as a result of the goods being left on the premises.
- (5) Unless SAHT is satisfied that there are reasonable grounds for storing the goods for a period longer than 60 days, SAHT must, if the goods are not reclaimed within that period, have the goods sold by public auction as soon as practicable after the end of that period.

- (6) On the sale of the goods by public auction, SAHT—
- (a) may retain out of the proceeds of sale—
    - (i) the reasonable costs of removing, storing and selling the goods; and
    - (ii) the reasonable costs of giving notice under subregulation (2)(b); and
    - (iii) any other reasonable costs incurred by SAHT as a result of the goods being left on the premises; and
    - (iv) any amounts owed to SAHT under a tenancy agreement relating to the premises; and
  - (b) must pay the balance (if any) to the owner or, if the identity and address of the owner are not known to or reasonably ascertainable by SAHT, to the credit of the Consolidated Account.
- (7) If goods are sold by public auction under this regulation, the purchaser acquires a good title to the goods which defeats—
- (a) the tenant's interest in the goods; and
  - (b) the interests of others (apart from the tenant) unless the purchaser has actual notice of the interest before purchasing the goods.
- (8) In this regulation, residential premises are in an *insanitary or hazardous condition* if—
- (a) the condition of the premises gives rise to a risk to health or safety; or
  - (b) the premises are so filthy or neglected that there is a risk of infestation by rodents or other pests; or
  - (c) offensive or hazardous material or odours are emitted from the premises; or
  - (d) in the opinion of SAHT—the premises are for some other reason in an insanitary or hazardous condition.

## **Schedule 1—Repeal of *South Australian Housing Trust Regulations 2010***

The *South Australian Housing Trust Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 72 of 2025

South Australia

# Local Government (Elections) Regulations 2025

under the *Local Government (Elections) Act 1999*

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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Local Government (Elections) Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 September 2025.

### 3—Interpretation

- (1) In these regulations—

*Act* means the *Local Government (Elections) Act 1999*.

- (2) In these regulations, a reference to a form of a particular number is a reference to the form of that number set out in Schedule 1.

## Part 2—Elections and polls

### 4—Filling vacancy in certain circumstances

- (1) For the purposes of section 6A(2)(a) of the Act—
  - (a) the returning officer must contact each candidate who was not elected in the most recent election for the relevant office or the designated supplementary election referred to in section 6(2)(c)(ii)(B) of the Act (as the case requires) to request that the candidate make a declaration under paragraph (b); and
  - (b) a candidate may, within the relevant period and in a form determined by the returning officer, make a declaration that they are still willing and eligible to be elected to the relevant office (an *eligible candidate*); and
  - (c) if, after the relevant period—
    - (i) there is 1 eligible candidate—that candidate will be determined to fill the vacancy; or
    - (ii) there is more than 1 eligible candidate—the returning officer must determine which of the eligible candidates will fill the vacancy or vacancies by recounting the votes in accordance with—
      - (A) if there is 1 vacancy—section 48(1a) of the Act as modified by subregulation (2); or
      - (B) if there is more than 1 vacancy—section 48(1) of the Act as modified by subregulation (2).
- (2) For the purposes of a recount under subregulation (1), section 48 of the Act is modified as follows:
  - (a) a vote indicated on a ballot paper opposite the name of the candidate in whose office the vacancy occurred will be counted to the eligible candidate next in order of the voter's preference;
  - (b) in addition, a vote indicated on a ballot paper opposite the name of a candidate who is not an eligible candidate will be counted to the eligible candidate next in order of the voter's preference;
  - (c) after the returning officer gives effect to paragraphs (a) and (b), the numbers indicating subsequent preferences on the relevant ballot papers will be taken to have been altered accordingly;
  - (d) a reference in section 48 to a candidate will be taken to be a reference to an eligible candidate.
- (3) To avoid doubt, a recount under subregulation (1) does not affect the election of any other member according to the votes actually cast at the election.
- (4) A declaration under section 6A(2)(c)(i) of the Act will be taken to be a provisional declaration and a candidate (not being a successful candidate) may request a recount on the basis of this declaration in the manner contemplated by section 49 of the Act and the returning officer may then take such action that may be appropriate in the manner contemplated by section 50 of the Act.
- (5) For the purposes of section 6A(2)(c)(ii) of the Act, the returning officer must determine the next successful candidate in such manner as the returning officer sees fit.

- (6) To avoid doubt, for the purposes of this regulation, a reference to an eligible candidate in relation to a recount does not include a reference to a candidate who is, immediately before the commencement of the recount, an elected member of the council.
- (7) In this regulation—  
*relevant period* means the period determined by the returning officer.

## 5—Declaration of eligibility

For the purposes of section 8(2)(b) of the Act, the prescribed form for a declaration of eligibility is set out as Form 1.

## 6—Manner in which nominations are made

- (1) For the purposes of section 19(1) of the Act, a form nominating a person as a candidate for election to an office of a council (being a form determined by the Electoral Commissioner) must be delivered to the returning officer before the close of nominations.
- (2) For the purposes of section 19(2)(b) of the Act, the following requirements are prescribed with respect to a profile:
  - (a) the profile must be in typed or printed form;
  - (b) the profile must not, subject to subregulation (3), exceed 1 000 characters;
  - (c) the profile must be accurate and must not—
    - (i) be misleading; or
    - (ii) contain offensive or obscene material; or
    - (iii) refer to another person who has nominated as a candidate for election to the council (whether at the same election or any other election to be held on the same day) without the written consent of that person; or
    - (iv) comment on decisions or actions that have been made or taken by the council or on the decisions or actions of past or present members of the council;
  - (d) the profile must contain contact details of the candidate being—
    - (i) an address (not being a post office box); or
    - (ii) an email address; or
    - (iii) a telephone number;
  - (e) the profile must contain a statement as to whether the candidate lives in the area or ward of the council in which the candidate is nominating for election;
  - (f) the profile must contain the following information:
    - (i) whether the candidate is, at the time of their nomination, or was, at any time in the 12 months preceding their nomination, a member of a registered political party (within the meaning of the *Electoral Act 1985*);
    - (ii) if the candidate is or was a member of a registered political party in accordance with subparagraph (i)—
      - (A) the name of the party; and

- (B) when the candidate ceased to be a member of the party (if relevant).
- (3) The contact details, statement and information provided under subregulation (2)(d), (e) and (f) (respectively) are excluded from the 1 000 character limit imposed by subregulation (2)(b) and the operation of subregulation (4).
- (4) Subject to subregulation (3), if—
  - (a) a profile submitted with a nomination form exceeds 1 000 characters; and
  - (b) the candidate has not reduced the size of the profile to 1 000 characters or less by the close of nominations,the returning officer will exclude from the profile all characters appearing after the 1 000th character.
- (5) The profile must (in accordance with section 19(2)(c) of the Act) be accompanied by a statement declaring that the candidate is responsible for the content of the profile and such statement must be signed and dated by the candidate.
- (6) The returning officer is not responsible for checking the accuracy of any information included in a profile and the returning officer bears no liability with respect to the publication of a profile under the Act and these regulations.
- (7) A written consent required under subregulation (2)(c)(iii) must be lodged with the profile.
- (8) Nothing in subregulation (2)(c) prevents a profile including declarations of public policy or promises of public action.
- (9) For the purposes of section 19(3) of the Act, the following requirements are prescribed with respect to a photograph provided with a profile:
  - (a) unless otherwise approved by the returning officer, the photograph must be the same size as an Australian passport photograph;
  - (b) the photograph must only (or predominantly) show the head and shoulders of the candidate;
  - (c) the photograph must have been taken within the preceding period of 12 months;
  - (d) the photograph must, in a manner determined by the Electoral Commissioner, be endorsed by the candidate to the effect that the photograph is a photograph of the candidate that has been taken within the preceding 12 months.

## **7—Ballot papers for elections**

Pursuant to section 29(5) of the Act, a ballot paper for an election—

- (a) must be in a form determined by the Electoral Commissioner; and
- (b) must—
  - (i) identify the council, and the election to which it relates; and
  - (ii) include directions to voters as to how to record a valid vote.

## **8—Ballot papers for polls**

- (1) Pursuant to section 33(3) of the Act, a ballot paper for a poll must contain—
  - (a) a statement of the proposition being submitted to electors at the poll; and



- (b) 2 squares—
  - (i) 1 clearly indicated as the square to be marked by a person who is in favour of the proposition being submitted to electors at the poll; and
  - (ii) 1 clearly indicated as the square to be marked by a person who is against the proposition being submitted to electors at the poll.
- (2) The statement under subregulation (1)(a) will be determined by the relevant council after consultation with the returning officer.

## **9—Notice of use of postal voting**

- (1) For the purposes of section 38 of the Act, information to the following effect is prescribed:
  - (a) that the specified election or poll will be conducted entirely by means of postal voting and that no polling booth will be open for voting on polling day;
  - (b) that voting papers will be issued by post to every natural person, body corporate and group who or which has his, her or its name on the voters roll to be used for the purposes of the election or poll or, at the discretion of the returning officer, by personal delivery to potential voters at certain locations;
  - (c) that the voting papers being issued by post should be delivered to natural persons, bodies corporate and groups on the voters roll not later than a date specified by the returning officer<sup>1</sup>;
  - (d) that a person who does not receive voting papers but who believes that he or she is entitled to exercise a vote at the election or poll may take specified steps to apply for voting papers.
- (2) A notice under section 38 of the Act may include other information which may, in the opinion of the returning officer, assist prospective voters to understand the postal voting system and processes under the Act and to participate in the election or poll.

### **Note—**

- 1 This date must be consistent with section 39(1) of the Act.

## **10—Issue of postal voting papers**

- (1) Pursuant to section 39(3) of the Act, envelopes used under section 39(1) for ballot papers sent by post must have an extension to a flap on the back of the envelope that bears the name and address of—
  - (a) the natural person to whom the voting papers are issued; or
  - (b) in the case of papers issued to a body corporate or group—the designated person for the body corporate or group.
- (2) For the purposes of section 39(6) of the Act, an explanatory notice will be prepared by the returning officer and must outline the steps which a voter must follow in order to comply with the requirements of section 40 of the Act.

## **11—Assisted voting—preliminary**

- (1) For the purposes of section 41A(2)(a) of the Act, the voting method by means of the telephone assisted voting method set out in regulation 12 is determined to be an assisted voting method that may be used by prescribed electors.

- (2) For the purposes of section 41A(2)(a)(ii) of the Act, the returning officer is to determine, by notice in the Gazette, the days and times at which the telephone assisted voting method is to be made available and the telephone number for the telephone assisted voting method.
- (3) In accordance with section 41A(2)(f) of the Act, postal voting papers issued under regulation 12(1)(c) to a prescribed elector voting using the telephone assisted voting method will, for the purposes of the Act, be taken to be fresh voting papers issued under section 43 of the Act (and section 43(4) of the Act does not apply to the issue of such papers).
- (4) For the purposes of the definition of *prescribed elector* in section 41A(8) of the Act, an elector—
  - (a) who is outside South Australia during any part of the period commencing on the day falling 28 days before polling day for an election and ending at the close of voting for the election; and
  - (b) who, during that period, calls the telephone number determined under subregulation (2) from outside South Australia,

is prescribed.

## 12—Telephone assisted voting method

- (1) The telephone assisted voting method by which a prescribed elector may vote is as follows:
  - (a) the prescribed elector is to call the telephone number determined under regulation 11(2) (on a day and at a time at which the telephone assisted voting method is available) and—
    - (i) verify their identity to an electoral officer in accordance with any requirements of the returning officer; and
    - (ii) confirm to the electoral officer that the person—
      - (A) is entitled to vote in the election; and
      - (B) is a prescribed elector who is eligible to vote by means of the telephone assisted voting method set out in this regulation; and
    - (iii) be assigned a unique identifying number;
  - (b) the electoral officer who receives the telephone call from the prescribed elector must then transfer the call to an electoral officer before whom the prescribed elector's vote is to be taken (a *voting assistant*) and must communicate the unique identifying number assigned to the prescribed elector to the voting assistant in accordance with any requirements of the returning officer;
  - (c) the voting assistant must issue fresh postal voting papers for the purposes of the prescribed elector voting using the telephone assisted voting method;
  - (d) if requested to do so, the voting assistant must read aloud the contents of the postal voting papers issued under paragraph (c), including material of a kind referred to in section 39(6) of the Act accompanying those papers;
  - (e) in relation to each ballot paper to which the prescribed elector is entitled, if the prescribed elector instructs the voting assistant as to the manner in which they seek to have the ballot paper marked, the voting assistant must—
    - (i) mark the prescribed elector's ballot paper in accordance with their instructions; and

- (ii) read the prescribed elector's voting preferences back to the prescribed elector;
- (f) the voting assistant must then—
  - (i) fold the ballot paper so as to conceal the vote, place the folded ballot paper in an envelope bearing a declaration of a kind referred to in section 39(1)(b) of the Act (a *declaration envelope*) and seal the envelope; and
  - (ii) complete and sign the appropriate declaration on the declaration envelope on the prescribed elector's behalf; and
  - (iii) place the declaration envelope in a ballot box that the returning officer has determined is to be used for the purposes of the telephone assisted voting method;
- (g) the voting assistant may give such other assistance as may be necessary in the circumstances to enable the prescribed elector to vote using the telephone assisted voting method;
- (h) another electoral officer (who must not be the person who transfers the telephone call to the voting assistant under paragraph (b)) must—
  - (i) listen to the entire telephone communication between the prescribed elector and the voting assistant; and
  - (ii) witness the marking of the prescribed elector's ballot paper in accordance with the prescribed elector's instructions.
- (2) The returning officer must ensure that the telephone assisted voting method is such that the voting assistant and electoral officer referred to in subregulation (1)(h) in respect of a prescribed elector voting using the method cannot hear that part of the prescribed elector's telephone call referred to in subregulation (1)(a).
- (3) As soon as practicable after the close of voting, the returning officer must ensure that ballot boxes referred to in subregulation (1)(f) are delivered to the location determined by the returning officer and made available for inclusion in the scrutiny and count of votes in accordance with the Act (and for that purpose the voting papers in the ballot boxes are to be treated as if they were returned in accordance with the Act).

### 13—Collation of certain information

For the purposes of section 51(1a) of the Act, a return must show, in relation to the relevant election—

- (a) the number of ballot papers printed for the election; and
- (b) the number of ballot papers issued on the basis of names on the voters roll; and
- (c) the number of ballot papers issued on the basis of names declared to have been omitted in error from the voters roll; and
- (d) the number of ballot papers replaced due to the re-issue of voting papers; and
- (e) the number of declaration envelopes accepted at the count; and
- (f) the number of declaration envelopes rejected at the count; and
- (g) the number of declaration envelopes returned because they have not been able to be effectively delivered; and

- (h) the number of ballot papers removed from envelopes accepted at the count; and
- (i) the number of ballot papers included in the count; and
- (j) the number of ballot papers rejected as informal.

#### **14—Filling vacancy if successful candidate dies**

- (1) For the purposes of section 55A(2)(a) of the Act—
  - (a) the returning officer must contact each candidate who was not elected in the most recent election for the relevant office to request that the candidate make a declaration under paragraph (b); and
  - (b) a candidate may, within the relevant period and in a form determined by the returning officer, make a declaration that they are still willing and eligible to be elected to the relevant office (an *eligible candidate*); and
  - (c) if, after the relevant period—
    - (i) there is 1 eligible candidate—that candidate will be determined to fill the vacancy; or
    - (ii) there is more than 1 eligible candidate—the returning officer must determine which of the eligible candidates will fill the vacancy by recounting the votes in accordance with section 48(1a) of the Act as modified by subregulation (2).
- (2) For the purposes of a recount under subregulation (1), section 48 of the Act is modified as follows:
  - (a) a vote indicated on a ballot paper opposite the name of the candidate in whose office the vacancy occurred will be counted to the eligible candidate next in order of the voter's preference;
  - (b) in addition, a vote indicated on a ballot paper opposite the name of a candidate who is not an eligible candidate will be counted to the eligible candidate next in order of the voter's preference;
  - (c) after the returning officer gives effect to paragraphs (a) and (b), the numbers indicating subsequent preferences on the relevant ballot papers will be taken to have been altered accordingly;
  - (d) a reference in section 48 to a candidate will be taken to be a reference to an eligible candidate.
- (3) To avoid doubt, a recount under subregulation (1) does not affect the election of any other member according to the votes actually cast at the election.
- (4) A declaration under section 55A(2)(c)(i) of the Act will be taken to be a provisional declaration and a candidate (not being a successful candidate) may request a recount on the basis of this declaration in the manner contemplated by section 49 of the Act and the returning officer may then take such action that may be appropriate in the manner contemplated by section 50 of the Act.
- (5) For the purposes of section 55A(2)(c)(ii) of the Act, the returning officer must determine the next successful candidate in such manner as the returning officer sees fit.

- (6) To avoid doubt, for the purposes of this regulation, a reference to an eligible candidate in relation to a recount does not include a reference to a candidate who is, immediately before the commencement of the recount, an elected member of the council.
- (7) In this regulation—  
*relevant period* means the period determined by the returning officer.

## 15—Bribery

For the purposes of section 57(3) of the Act, the prescribed value is \$20.

## 16—Large gifts returns

- (1) For the purposes of section 81A(1)(b) of the Act, the amount of \$2 500 is prescribed.
- (2) For the purposes of section 81A(1) of the Act, a large gifts return must be furnished by a candidate—
  - (a) in relation to a disclosure period applying to a candidate for a supplementary election—within 5 days after the receipt of each gift or gifts the total amount or value of which is more than the prescribed amount during the period commencing on the close of nominations for the election and ending 5 days after the end of the disclosure period; or
  - (b) in relation to a disclosure period applying to a candidate for a periodic election—
    - (i) in the year in which the election is to be held—within 5 days after the receipt of each gift or gifts the total amount or value of which is more than the prescribed amount during the period commencing on—
      - (A) 1 January in that year; or
      - (B) if the disclosure period applying to the candidate commences after 1 January, the day on which the disclosure period commences, and ending 5 days after the end of the disclosure period; and
    - (ii) in each year in which the disclosure period applies to the candidate for the election (including the year in which the election is to be held)—within 60 days after 30 June.
- (3) For the purposes of section 87(2)(a) of the Act, the period of 5 days is prescribed.

## 17—Conduct of council during election period

- (1) For the purposes of section 91A of the Act, the following kinds of decisions are excluded from the definition of *designated decision*:
  - (a) a decision of a kind referred to in paragraph (c) of the definition if the decision—
    - (i) relates to the carrying out of works in response to an emergency or disaster within the meaning of the *Emergency Management Act 2004*, or under section 298 of the *Local Government Act 1999*; or
    - (ii) is an expenditure or other decision required to be taken under an agreement by which funding is provided to the council by the Commonwealth or State Government or otherwise for the council to be eligible for funding from the Commonwealth or State Government; or
    - (iii) relates to the employment of a particular council employee (other than the chief executive officer); or

- (iv) is made in the conduct of negotiations relating to the employment of council employees generally, or a class of council employees, if provision has been made for funds relating to such negotiations in the budget of the council for the relevant financial year and the negotiations commenced prior to the election period; or
    - (v) relates to a Community Wastewater Management Systems scheme that has, prior to the election period, been approved by the council;
  - (b) a decision of a kind referred to in paragraph (a) of the definition if the decision is for the suspension of a chief executive officer for serious and wilful misconduct.
- (2) In this regulation—
- election period* has the same meaning as in section 91A of the Act.

## Schedule 1—Prescribed forms

### Form 1—Declaration of eligibility

Name of declarant:

Address:

Office:

Council:

Area/ward:

I declare that I would, if an election were held for the office set out above, be eligible to stand as a candidate for election to the office.

Signature:

Date:

## Schedule 2—Repeal of *Local Government (Elections) Regulations 2010*

The *Local Government (Elections) Regulations 2010* are repealed.

### Editorial note—

As required by section 10AA(2) of the *Legislative Instruments 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

after consultation with the Local Government Association and with the advice and consent of the Executive Council

on 31 July 2025

No 73 of 2025

South Australia

# Local Government (Members Allowances and Benefits) Regulations 2025

under the *Local Government Act 1999*

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Schedule 1—Repeal of *Local Government (Members Allowances and Benefits) Regulations 2010*

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### 1—Short title

These regulations may be cited as the *Local Government (Members Allowances and Benefits) Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 September 2025.

### 3—Interpretation

In these regulations—

*Act* means the *Local Government Act 1999*;

*eligible journey* means a journey (in either direction) between the principal place of residence, or a place of work, of a member of the council, and the place of a prescribed meeting;

*prescribed meeting*, in relation to a member of a council, means—

- (a) a meeting of the council or council committee; or
- (b) an information or briefing session under section 90A of the Act; or
- (c) any other discussion, workshop or briefing, or a training course or similar activity, that is directly or closely related to the performance or discharge of the roles or duties of the member.

### 4—Allowances—section 76

For the purposes of section 76 of the Act, an allowance may be paid in instalments up to 3 months in advance or 3 months in arrears of each month in respect of which an instalment is payable.

**5—Reimbursement of expenses—section 77(1)(a)**

- (1) Subject to this regulation, for the purposes of section 77(1)(a) of the Act, the kinds of expenses for which a member of a council will be reimbursed are as follows:
  - (a) travelling expenses actually and necessarily incurred by the member in travelling to or from a prescribed meeting if—
    - (i) the journey is an eligible journey; and
    - (ii) the journey is by the shortest or most practicable route;
  - (b) expenses for the care of—
    - (i) a child of the member; or
    - (ii) a dependant of the member requiring full-time care,actually and necessarily incurred by the member as a consequence of the member's attendance at a prescribed meeting.
- (2) However—
  - (a) in relation to the operation of subregulation (1)(a)—
    - (i) if an eligible journey relates to travel between a place within the area of a council and a place outside the area of a council (in either direction), the member is only entitled to be reimbursed in respect of expenses that can be attributed to travel within the area of the council; and
    - (ii) the rate of reimbursement for motor vehicle costs will be at a rate equal to the appropriate rate per kilometre determined for the purposes of calculating deductions for car expenses under section 28.25 of the *Income Tax Assessment Act 1997* of the Commonwealth; and
  - (b) in relation to the operation of subregulation (1)(b)—a member of a council is not entitled to be reimbursed if the care is provided by a person who ordinarily resides with the member.
- (3) A council may aggregate claims for reimbursement of expenses under subregulation (1)(a) that relate to journeys that do not exceed 20 kilometres and then pay them on either a quarterly or monthly basis.

**6—Expenses requiring council approval—section 77(1)(b)**

For the purposes of section 77(1)(b) of the Act, the following kinds of expenses for which a member of a council may be reimbursed are prescribed:

- (a) expenses incurred in the use of a telephone, fax or other telecommunications device, or in the use of a form of electronic communication, on the business of the council;
- (b) travelling expenses incurred by the member as a consequence of the member's attendance at a function or activity on the business of the council (other than for which the member is reimbursed under section 77(1)(a) of the Act);
- (c) travelling expenses incurred by the member in undertaking an eligible journey to the extent that those expenses are attributable to travel outside the area of the council;
- (d) expenses for the care of—
  - (i) a child of the member; or



- (ii) a dependant of the member requiring full-time care,  
incurred by the member as a consequence of the member's attendance at a function or activity on the business of the council (other than for which the member is reimbursed under section 77(1)(a) of the Act);
- (e) expenses incurred by the member as a consequence of the member's attendance at a conference, seminar, training course or other similar activity which is directly or closely related to the performance or discharge of the roles or duties of a member of a council (other than for which the member is reimbursed under section 77(1)(a) of the Act).

## 7—Register of allowances and benefits

Pursuant to subsections (1) and (2) of section 79 of the Act, it will be a principle under those subsections that the chief executive officer will only be required—

- (a) to enter details of any expenses reimbursed under section 77(1)(b) of the Act (in the case of section 79(1)(b)), or of other benefits paid or provided (in the case of section 79(1)(c)); or
- (b) to make a record of the provision of a reimbursement or benefit not previously recorded in the Register (in the case of section 79(2)(b)),

on a quarterly basis<sup>1</sup>.

**Note—**

- 1 Reimbursements under section 77(1)(a) of the Act are not required to be recorded in the Register of Allowances and Benefits.

## Schedule 1—Repeal of *Local Government (Members Allowances and Benefits) Regulations 2010*

The *Local Government (Members Allowances and Benefits) Regulations 2010* are repealed.

**Editorial note—**

As required by section 10AA(2) of the *Legislative Instruments 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

after consultation with the Local Government Association and with the advice and consent of the Executive Council  
on 31 July 2025

No 74 of 2025

South Australia

# City of Adelaide (Elections and Polls) Regulations 2025

under the *City of Adelaide Act 1998*

---

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- 3 Interpretation
- 4 Application for enrolment
- 5 Issue of postal voting papers
- 6 Large gifts returns

Schedule 1—Prescribed forms

Schedule 2—Repeal of *City of Adelaide (Elections and Polls) Regulations 2010*

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### 1—Short title

These regulations may be cited as the *City of Adelaide (Elections and Polls) Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 September 2025.

### 3—Interpretation

- (1) In these regulations—  
*Act* means the *City of Adelaide Act 1998*.
- (2) In these regulations, a reference to a form of a particular number is a reference to the form of that number set out in Schedule 1.

### 4—Application for enrolment

For the purposes of Schedule 1 clause 2 of the Act, the prescribed application is set out as Form 1.

### 5—Issue of postal voting papers

- (1) Pursuant to Schedule 1 clause 18(3) of the Act, envelopes used under Schedule 1 clause 18(1) for ballot papers sent by post must have an extension to a flap on the back of the envelope that bears the name and address of the natural person, body corporate or group to whom the voting papers are issued.
- (2) For the purposes of Schedule 1 clause 18(3) of the Act, an explanatory notice will be prepared by the returning officer and must outline the steps which a voter must follow in order to comply with the requirements of section 40 of the *Local Government (Elections) Act 1999*.

### 6—Large gifts returns

- (1) For the purposes of Schedule 1 clause 24A(1)(b) of the Act, the amount of \$2 500 is prescribed.

- (2) For the purposes of Schedule 1 clause 24A(1) of the Act, a large gifts return must be furnished by a candidate—
- (a) in relation to a disclosure period applying to a candidate for a supplementary election—within 5 days after the receipt of each gift or gifts the total amount or value of which is more than the prescribed amount during the period commencing on the close of nominations for the election and ending 5 days after the end of the disclosure period; or
  - (b) in relation to a disclosure period applying to a candidate for a periodic election—
    - (i) in the year in which the election is to be held—within 5 days after the receipt of each gift or gifts the total amount or value of which is more than the prescribed amount during the period commencing on—
      - (A) 1 January in that year; or
      - (B) if the disclosure period applying to the candidate commences after 1 January, the day on which the disclosure period commences, and ending 5 days after the end of the disclosure period; and
    - (ii) in each year in which the disclosure period applies to the candidate for the election (including the year in which the election is to be held)—within 60 days after 30 June.
- (3) For the purposes of Schedule 1 clause 31(2)(a) of the Act, the period of 5 days is prescribed.

## Schedule 1—Prescribed forms

### Form 1—Application for enrolment

Name:

Place of residence:

Date of birth:

Council:

Area/ward:

☐ I have been resident at the residence set out above for a continuous period of at least 1 month immediately preceding the date of the application.

*[Tick box if the above statement is accurate]*

Signature:

Date:

## Schedule 2—Repeal of *City of Adelaide (Elections and Polls) Regulations 2010*

The *City of Adelaide (Elections and Polls) Regulations 2010* are repealed.

### Editorial note—

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

**Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 75 of 2025

South Australia

# City of Adelaide (Members Allowances and Benefits) Regulations 2025

under the *City of Adelaide Act 1998*

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## Contents

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- 6 Expenses requiring Council approval—section 25(1)(b)
- 7 Register of allowances and benefits

Schedule 1—Repeal of *City of Adelaide (Members Allowances and Benefits) Regulations 2010*

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### 1—Short title

These regulations may be cited as the *City of Adelaide (Members Allowances and Benefits) Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 September 2025.

### 3—Interpretation

In these regulations—

*Act* means the *City of Adelaide Act 1998*;

**eligible journey** means a journey (in either direction) between the principal place of residence, or a place of work, of a member of the Council, and the place of a prescribed meeting;

**prescribed meeting**, in relation to a member of the Council, means—

- (a) a meeting of the Council or Council committee; or
- (b) an information or briefing session under section 90A of the *Local Government Act 1999*; or
- (c) any other discussion, workshop or briefing, or a training course or similar activity, that is directly or closely related to the performance or discharge of the roles or duties of the member.

### 4—Allowances

For the purposes of section 24 of the Act, an allowance may be paid in instalments up to 3 months in advance or 3 months in arrears of each month in respect of which an instalment is payable.

**5—Reimbursement of expenses—section 25(1)(a)**

- (1) Subject to this regulation, for the purposes of section 25(1)(a) of the Act, the following kinds of expenses are prescribed:
- (a) travelling expenses actually and necessarily incurred by the member in travelling to or from a prescribed meeting if—
    - (i) the journey is an eligible journey; and
    - (ii) the journey is by the shortest or most practicable route;
  - (b) expenses for the care of—
    - (i) a child of the member; or
    - (ii) a dependant of the member requiring full-time care,actually and necessarily incurred by the member as a consequence of the member's attendance at a prescribed meeting.
- (2) However—
- (a) in relation to the operation of subregulation (1)(a)—
    - (i) if an eligible journey relates to travel between a place within the area of the Council and a place outside the area of the Council (in either direction), the member is only entitled to be reimbursed in respect of expenses that can be attributed to travel within the area of the Council; and
    - (ii) the rate of reimbursement for motor vehicle costs will be at a rate equal to the appropriate rate per kilometre determined for the purposes of calculating deductions for car expenses under section 28.25 of the *Income Tax Assessment Act 1997* of the Commonwealth;
  - (b) in relation to the operation of subregulation (1)(b)—a member of the Council is not entitled to be reimbursed if the care is provided by a person who ordinarily resides with the member.
- (3) The Council may aggregate claims for reimbursement of expenses under subregulation (1)(a) and then pay them on either a quarterly or monthly basis.

**6—Expenses requiring Council approval—section 25(1)(b)**

For the purposes of section 25(1)(b) of the Act, the following kinds of expenses are prescribed:

- (a) expenses incurred in the use of a telephone, fax or other telecommunications device, or in the use of a form of electronic communication, on the business of the Council;
- (b) travelling expenses incurred by the member as a consequence of the member's attendance at a function or activity on the business of the Council (other than for which the member is reimbursed under section 25(1)(a) of the Act);
- (c) travelling expenses incurred by the member in undertaking an eligible journey to the extent that those expenses are attributable to travel outside the area of the Council;
- (d) expenses for the care of—
  - (i) a child of the member; or

- (ii) a dependant of the member requiring full-time care,  
incurred by the member as a consequence of the member's attendance at a function or activity on the business of the Council (other than for which the member is reimbursed under section 25(1)(a) of the Act);
- (e) expenses incurred by the member as a consequence of the member's attendance at a conference, seminar, training course or other similar activity which is directly or closely related to the performance or discharge of the roles or duties of a member of a Council.

## **7—Register of allowances and benefits**

- (1) The chief executive officer of the Council must ensure that the Register of Allowances and Benefits includes—
  - (a) details of any expenses reimbursed by the Council under section 25(1)(b) of the Act; and
  - (b) a record of the provision of reimbursement (other than a reimbursement under section 25(1)(a) of the Act) or benefit not previously recorded in the Register.
- (2) The principles that apply under subsections (1) and (2) of section 79 of the *Local Government Act 1999* extend to details or records relating to expenses reimbursed under section 25(1)(b) of the Act.

## **Schedule 1—Repeal of *City of Adelaide (Members Allowances and Benefits) Regulations 2010***

The *City of Adelaide (Members Allowances and Benefits) Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 76 of 2025

South Australia

# Outback Communities (Administration and Management) Regulations 2025

under the *Outback Communities (Administration and Management) Act 2009*

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### Schedule 1—Repeal of *Outback Communities (Administration and Management) Regulations 2010*

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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Outback Communities (Administration and Management) Regulations 2025*.

### 2—Commencement

These regulations will come into operation on 1 September 2025.

### 3—Interpretation

In these regulations—

*Act* means the *Outback Communities (Administration and Management) Act 2009*.

## Part 2—Definition of outback

### 4—Definition of outback (section 3 of Act)

The following areas are declared not to be part of the outback:

- (a) Yalata Reserve, being the following Sections:

Sections 11 and Sections 24 to 30 (inclusive), Hundred of Bice



Section 43, Hundred of Caldwell

Sections 14 and 23 to 35 (inclusive), Hundred of Lucy

Sections 2, 5 and 9 to 13 (inclusive) Hundred of May

Sections 17, 18, 23, 24 and 35 to 37 (inclusive), Hundred of Sturdee

Sections 3, 4, 6 and 8 to 13 (inclusive), Hundred of Trunch

Section 728 Out of Hundreds (Nullarbor);

- (b) the Gerard Community area, being Sections 72, 80, 83 and 84, Hundred of Katarapko;
- (c) the Nepabunna, Iga Warta and Nantawarrina areas, being Sections 439 and 488, Out of Hundreds (Copley) and Block 1219, Out of Hundreds (Copley);
- (d) the following islands:
  - Althorpe Islands, Out of Hundreds (Kingscote)
  - Ball Island, Hundred of Moorook
  - Beatrice Islet, Hundred of Menzies
  - Bikini Islets, Out of Hundreds (Maitland)
  - Bird Island, Out of Hundreds (Whyalla)
  - Black Rocks, Out of Hundreds (Lincoln)
  - Boat Creek Island, Out of Hundreds (Chowilla)
  - Boston Island, Hundred of Lincoln
  - Bulyong Island, Out of Hundreds (Renmark)
  - Busby Islet, Out of Hundreds (Kingscote)
  - Cap Island, Out of Hundreds (Kimba)
  - Chain Islet, Out of Hundreds (Kingscote)
  - Chowilla Island, Out of Hundreds (Chowilla)
  - Cowrie Island, Out of Hundreds (Penola)
  - Cumlell Island, Out of Hundreds (Renmark)
  - Dog Island, Out of Hundreds (Nuyts)
  - Dorothee Island, Out of Hundreds (Elliston)
  - Egg Island, Out of Hundreds (Nuyts)
  - Erna Island, Out of Hundreds (Torrens)
  - Evans Island, Out of Hundreds (Nuyts)
  - Eyre Island, Out of Hundreds (Streaky Bay)
  - Fenelon Island, Out of Hundreds (Nuyts)
  - Flinders Island, Out of Hundreds (Elliston)
  - Forbys Island, Hundred of Pyap
  - Four Hummocks, Out of Hundreds (Lincoln)

Franklin Islands, Out of Hundreds (Streaky Bay)  
Freeling Island, Out of Hundreds (Nuyts)  
Gambier Islands, Out of Hundreds (Neptune)  
Garden Island, Hundred of Port Adelaide  
Goat Island, Out of Hundreds (Streaky Bay)  
Goat Island, Out of Hundreds (Penola)  
Goat Island, Hundred of Paringa  
Goose Island, Out of Hundreds (Maitland)  
Grand Junction Island, Out of Hundreds (Chowilla)  
Grantham Island, Hundred of Lincoln  
Green Island, Out of Hundreds (Maitland)  
Greenly Island, Out of Hundreds (Greenly)  
Hart Island, Out of Hundreds (Nuyts)  
Haystack Island, Out of Hundreds (Kingscote)  
Hunchee Island, Out of Hundreds (Renmark)  
Hypurna Island, Out of Hundreds (Renmark)  
Investigator Group, Out of Hundreds (Elliston)  
Isle of Man, Out of Hundreds (Chowilla)  
Isles of St Francis, Out of Hundreds (Nuyts)  
Kylie Island, Out of Hundreds (Renmark)  
Lacy Islands, Out of Hundreds (Nuyts)  
Lipson Island, Out of Hundreds (Lincoln)  
Little Eyre Island, Out of Hundreds (Streaky Bay)  
Little Goose Island, Out of Hundreds (Maitland)  
Little Hunchee Island, Out of Hundreds (Renmark)  
Longwang Island, Out of Hundreds (Renmark)  
Lound Island, Out of Hundreds (Nuyts)  
Louth Island, Hundred of Louth  
Masillon Island, Out of Hundreds (Nuyts)  
Media Island, Hundred of Gordon  
Middle Island, Out of Hundreds (Kingscote)  
Monoman Island, Out of Hundreds (Chowilla)  
Mystery Island, Hundred of Crozier  
Nelbuck Island, Out of Hundreds (Renmark)  
Neptune Islands, Out of Hundreds (Neptune)

Newena Island, Out of Hundreds (Chowilla)  
Nobby Island, Out of Hundreds (Kingscote)  
North Neptune Islands, Out of Hundreds (Neptune)  
North Page, Out of Hundreds (Barker)  
Nynes Island, Hundred of Loveday  
Pearson Isles, Out of Hundreds (Elliston)  
Penguin Island, Out of Hundreds (Penola)  
Perforated Island, Out of Hundreds (Lincoln)  
Pigface Island, Out of Hundreds (Streaky Bay)  
Punkah Island, Out of Hundreds (Chowilla)  
Purdie Islands, Out of Hundreds (Nuyts)  
Rabbit Island, Out of Hundreds (Lincoln)  
Reevesby Island, Out of Hundreds (Lincoln)  
Reny Island, Out of Hundreds (Renmark)  
Rocky Island, Out of Hundreds (Maitland)  
Royston Island, Out of Hundreds (Kingscote)  
Seal Island, Out of Hundreds (Kingscote)  
Shag Island, Out of Hundreds (Whyalla)  
Sinclair Island, Out of Hundreds (Nuyts)  
Sir Joseph Banks Group, Out of Hundreds (Lincoln)  
Slaney Island, Out of Hundreds (Chowilla)  
Smooth Island, Out of Hundreds (Nuyts)  
South Neptune Islands, Out of Hundreds (Neptune)  
South Page, Out of Hundreds (Barker)  
Spilsby Island, Out of Hundreds (Lincoln)  
St Francis Island, Out of Hundreds (Nuyts)  
St Peter Island, Out of Hundreds (Streaky Bay)  
The Brothers, Out of Hundreds (Lincoln)  
The Four Hummocks, Out of Hundreds (Lincoln)  
The Monuments, Out of Hundreds (Kingscote)  
The Pages, Out of Hundreds (Barker)  
Thistle Island, Out of Hundreds (Lincoln)  
Thurk Island, Hundred of Moorook  
Torrens Island, Hundred of Port Adelaide  
Tumby Island, Out of Hundreds (Lincoln)

Veteran Isles, Out of Hundreds (Elliston)  
Waldegrave Islands, Out of Hundreds (Elliston)  
Ward Islands, Out of Hundreds (Elliston)  
Wardang Island/Waraldi, Out of Hundreds (Maitland)  
Wedge Island, Out of Hundreds (Neptune)  
West Island, Out of Hundreds (Elliston)  
West Island, Out of Hundreds (Nuyts)  
Western Isles, Out of Hundreds (Kingscote)  
Whidbey Isles, Out of Hundreds (Lincoln)  
Wilperna Island, Out of Hundreds (Chowilla)  
Wilperna Island, Out of Hundreds (Renmark)

## **Part 3—Application of Local Government Act to outback**

### **5—Rates on land—asset sustainability levies and community contributions (section 21(6)(g) of Act)**

Chapter 10 Part 1 of the *Local Government Act 1999* applies as if it formed part of Part 3 of the Act subject to the following modifications (in addition to the modifications set out in section 21(6)(a) to (f) of the Act):

- (a) heading to Chapter 10—delete "and charges"
- (b) heading to Part 1—delete "and charges"
- (c) before section 146 insert:

#### **145A—References to Minister**

In this Part—

**Minister** means the Minister responsible for the administration of the *Outback Communities (Administration and Management) Act 2009*.

- (d) section 146—delete "and charges"
- (e) section 146(c) and (d)—delete paragraphs (c) and (d)
- (f) section 147(2)(e)—delete "within the area of the District Council of Coober Pedy"
- (g) section 147(2)(g)—delete paragraph (g)
- (h) section 147(2)(h)—delete paragraph (h)
- (i) section 147(3) to (6) (inclusive)—delete subsections (3) to (6)
- (j) section 151(1) to (4) (inclusive)—delete subsections (1) to (4)
- (k) section 151(5)(b)—delete paragraph (b)
- (l) section 151(5)(c)—delete ", service rate or service charge"
- (m) section 151(6)(b)—delete paragraph (b)
- (n) section 151(10) and (11)—delete subsections (10) and (11)

- (o) heading to Chapter 10 Part 1 Division 3—delete "and charges"
- (p) section 152(1)—delete subsection (1)
- (q) section 152(2)—delete "under subsection (1)(c)" and substitute:  
comprising an asset sustainability levy
- (r) section 152(2)(a)—delete "in the area"
- (s) section 152(2)(d)—delete "within the area of the council"
- (t) section 153(2)—delete subsection (2)
- (u) section 153(3) and (4)—delete subsections (3) and (4)
- (v) section 154(1) and (2)—delete subsections (1) and (2)
- (w) section 155—delete the section
- (x) section 156(1)(d)—delete paragraph (d) and substitute:
  - (c) according to any other factor (but not one based on a valuation of the land),  
as approved by the Minister.
- (y) section 156(2)—delete subsection (2)
- (z) section 156(14a)—delete "either paragraph (a), (b) or (c)" and substitute:  
a paragraph
- (za) section 156(14b)(b)—delete paragraph (b)
- (zb) section 158—delete the section
- (zc) section 159(6)—delete "in its area"
- (zd) section 166(1)—delete "or service charges"
- (ze) section 166(1)(l)(i)—delete "council's"
- (zf) section 166(1)(l)(ii)—delete subparagraph (ii)
- (zg) section 166(1)(n)—delete paragraph (n)
- (zh) section 166(1a)(a)—delete "council"
- (zi) section 166(2), (3) and (3a)—delete "or charges" wherever occurring
- (zj) section 166(4)—delete "or service charge"
- (zk) Division 6—delete the Division
- (zl) section 170—delete "or service charge"
- (zm) section 172(1)(a)(i)—delete "in the area"
- (zn) section 172(1)(a)(ii)—delete subparagraph (ii)
- (zo) section 172(1)(b)—delete paragraph (b)
- (zp) section 175(1)—delete "the council for the area within which the land is situated" and substitute:  
the Authority
- (zq) heading to Division 9—delete "and charges"

- (zr) section 176—delete the section
- (zs) section 177(2) and (3)—delete subsections (2) and (3)
- (zt) section 179(2) and (3)—delete subsections (2) and (3)
- (zu) section 180(1)(b)—delete paragraph (b)
- (zv) section 180(1)—delete "or, in the case of a service charge, the owner or occupier of the relevant land,"
- (zw) section 180(2)—delete subsection (2)
- (zx) section 181(13)—delete "or service rates"
- (zy) section 182(3)(b)—delete paragraph (b)
- (zz) section 184(18)—delete subsection (18)
- (zza) section 185(1)—delete "current valuation of land under this Part" and substitute:  
capital value of the land
- (zzb) section 186(1)(a)—delete paragraph (a)
- (zzc) section 186(2)—delete ", review" twice occurring
- (zzd) section 186(2)—delete "of a valuation or"
- (zze) section 186(2)(b)—delete "valuation or"
- (zzf) section 187—delete "or charges" wherever occurring
- (zzg) section 187—delete "and charges" wherever occurring
- (zzh) section 187(3)(e)—delete "under this Act" and substitute:  
by the Authority
- (zzi) section 187A(1)—delete "1 or more councils" and substitute:  
the Authority
- (zzj) section 187A(4)—delete "or councils"
- (zzk) section 187A(5)(b)—delete paragraph (b) and substitute:  
(b) the Authority,
- (zzl) section 187B(1)—delete "or service charge"
- (zzm) section 187B(7)—delete "or service charge"

## **6—Anti-pollution measures (section 22(d) of Act)**

Chapter 11 Part 3 of the *Local Government Act 1999* applies as if it formed part of Part 3 of the Act subject to the following modifications (in addition to the modifications set out in section 22(a) to (c) of the Act):

- (a) section 236(1)—after "public place" insert:  
in the outback
- (b) section 237(1)—after "place" first occurring insert:  
in the outback

## 7—Anti-nuisance measures (section 23(e) of Act)

Chapter 12 Part 2 of the *Local Government Act 1999* applies as if it formed part of Part 3 of the Act subject to the following modifications (in addition to the modifications set out in section 23(a) to (d) of the Act):

- (a) section 254—after "doing" insert:  
    , in the outback,
- (b) section 256(1)—delete "Act" and substitute:  
    section
- (c) section 257(1)—delete "application for review" and substitute:  
    appeal
- (d) section 257(1)—delete "review" second and third occurring and substitute in each case:  
    appeal
- (e) section 257(5)(b)—delete "Schedule 6" and substitute:  
    Schedule 6 of the *Local Government Act 1999* as if it were a council

## 8—Authorised persons (section 24(2)(c) of Act)

Chapter 12 Part 3 of the *Local Government Act 1999* applies as if it formed part of Part 3 of the Act subject to the following modifications (in addition to the modifications set out in section 24(2)(a) and (b) of the Act):

- (a) section 260(6) and (7)—delete subsections (6) and (7)
- (b) section 261(1)—delete "or a by-law under this Act" wherever occurring
- (c) section 262(1)—delete "or a by-law under this Act"

## 9—Service of documents

The provisions of the *Local Government Act 1999* that apply as if they formed part of Part 3 of the Act are further modified as necessary so that service of documents required or authorised to be served or given under those provisions is to be in accordance with sections 279 and 280 of the *Local Government Act 1999* subject to the modification that a reference to a council in those sections is to be read as a reference to the Authority.

## Schedule 1—Repeal of *Outback Communities (Administration and Management) Regulations 2010*

The *Outback Communities (Administration and Management) Regulations 2010* are repealed.

### Editorial note—

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

**Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 77 of 2025



South Australia

## **Second-hand Vehicle Dealers Regulations 2025**

under the *Second-hand Vehicle Dealers Act 1995*

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Schedule 1—Forms

Schedule 2—Advertisements for sale of second-hand vehicles

Schedule 3—Defects in vehicles

Part 1—Defects in accessories

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Schedule 4—Contributions to second-hand vehicles compensation fund

Schedule 5—Waiver of cooling-off rights

Schedule 6—Repeal and transitional provisions

## Part 1—Repeal of *Second-hand Vehicle Dealers Regulations 2010*

- 1 Repeal of regulations

## Part 2—Transitional provisions etc

- 2 Waiver of Rights Under Part 4 documents
  - 3 Forms
- 

### 1—Short title

These regulations may be cited as the *Second-hand Vehicle Dealers Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 September 2025.

### 3—Interpretation

- (1) In these regulations, unless the contrary intention appears—

*Act* means the *Second-hand Vehicle Dealers Act 1995*;

*Auctioneer's Copy* of an Auction Notice—see regulation 18(2)(d);

*Auction Notice* means—

- (a) if the auctioneer is conducting an auction on the auctioneer's own behalf or on behalf of a dealer—
  - (i) for the sale of a second-hand vehicle other than a motorcycle—a notice in the form set out in Form 7; or
  - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 8; or
- (b) if the auctioneer is conducting an auction on behalf of another person not being a dealer—
  - (i) for the sale of a second-hand vehicle other than a motorcycle—a notice in the form set out in Form 11; or
  - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 12;

*compliance plate* means an identification plate authorised by the Australian Motor Vehicle Certification Board for affixing to a particular vehicle or class of vehicle;

*Dealer's Copy* of a Section 16 Notice—see regulation 12(2)(d);

*duty to repair* means the duty to repair imposed on a dealer under Part 4 of the Act;

*Section 16 Notice* means—

- (a) in relation to the offer for sale of a second-hand vehicle other than a motorcycle—a notice in the form set out in Form 1; or
- (b) in relation to the offer for sale of a second-hand motorcycle—a notice in the form set out in Form 2;

*special purpose vehicle* has the same meaning as in the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*;

***year of manufacture*** means—

- (a) the year of the date referred to on the compliance plate (if any) affixed to the vehicle; or
- (b) the year (if any) impressed on or affixed to the vehicle by the manufacturer as the year in which the vehicle was manufactured; or
- (c) the year during which the manufacture of the vehicle was completed to a stage that would have enabled the vehicle to be registered,

whichever year is the earliest.

- (2) In these regulations, a reference to a form of a particular number is a reference to the form of that number set out in Schedule 1.
- (3) For the purposes of sections 3(2) and 23 of the Act, ***prescribed electric vehicle*** means an electric vehicle within the meaning of regulation 112(5) of the *Motor Vehicles Regulations 2025*.
- (4) For the purposes of sections 3(2) and 23 of the Act, ***prescribed hybrid vehicle*** means a vehicle that—
  - (a) uses electricity as a fuel source for propulsion; and
  - (b) is powered partly by an internal combustion engine or by hydrogen,but does not include a special purpose vehicle.

#### 4—Exemptions

- (1) The following activities are exempt from the application of the Act:
  - (a) the buying, selling or offering for sale of vehicles with an unladen mass exceeding 3 000 kilograms;
  - (b) the buying, selling or offering for sale of vehicles manufactured or adapted solely for agricultural or industrial use;
  - (c) the buying, selling or offering for sale of vehicles by an executor or trustee on behalf of the estate of a deceased person.
- (2) The activity of selling or offering for sale an unroadworthy vehicle to a vehicle wrecker is exempt from the following sections of the Act if the vehicle is sold or offered for sale to the vehicle wrecker for the purpose of being wrecked or disassembled for salvage:
  - (a) section 16;
  - (b) section 17;
  - (c) section 18;
  - (d) section 18B;
  - (e) section 23.
- (3) In this regulation—

***vehicle wrecker*** means a person who carries on the business of wrecking vehicles or disassembling vehicles for salvage.

## **5—Fees—waiver, reduction and refund**

The Commissioner may waive, reduce or refund a fee (or part of a fee) prescribed for the purposes of the Act if satisfied that it is appropriate to do so in a particular case.

## **6—Forms**

- (1) A notice must, in order to be in a form set out in Schedule 1—
  - (a) contain particulars and statements and be completed as required or indicated by the form; and
  - (b) not contain any particulars or statements other than those required, permitted or indicated under the Act or these regulations; and
  - (c) be printed or typewritten in type that is not smaller than 10 point Times New Roman or Calibri font; and
  - (d) not include any printing or handwriting (other than a signature) that is not clear and legible.
- (2) Despite subregulation (1)(c), the notice set out in Form 15 must, in order to be set out in that form, comply with the following:
  - (a) the first and third lines of the notice must be printed or typewritten in type that is not smaller than 16 point Times New Roman or Calibri font;
  - (b) the second line of the notice must be printed or typewritten in type that is not smaller than 20 point Times New Roman or Calibri font.

## **7—Annual fee and return (section 11 of Act)**

For the purposes of section 11(2) of the Act, the date for payment of an annual fee and for lodging an annual return is—

- (a) in the case of a dealer who held a licence immediately before 19 July 2001—
  - (i) the last day of the month in each year nominated in writing to the dealer by the Commissioner; or
  - (ii) if the Commissioner does not nominate a month—30 November in each year; and
- (b) in the case of a dealer granted a licence on or after 19 July 2001—
  - (i) the last day of the month in each year nominated in writing to the dealer by the Commissioner; or
  - (ii) if the Commissioner does not nominate a month—the last day of the month in each year that is the same month as the month in which the dealer's licence was granted.

## **8—Notification of change in circumstances**

- (1) If there is any change in—
  - (a) the residential address of a licensed dealer; or
  - (b) the name in which a licensed dealer carries on business; or
  - (c) the address of the registered corporate office of a licensed dealer that is a body corporate; or

- (d) the address for service of a licensed dealer,  
the dealer must, within 14 days after that change, give written notice to the Commissioner of the new address or name (as the case may be).  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) A licensed dealer must, within 14 days after ceasing to carry on business as a dealer, give written notice to the Commissioner of that fact.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (3) A licensed dealer must, within 14 days after entering into partnership to carry on business as a dealer or ceasing to be in such a partnership, give written notice to the Commissioner of that fact, together with the names and addresses of the members of the new or former partnership.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (4) If a person is appointed as a director of a body corporate that is a licensed dealer, the dealer must, within 14 days after the appointment—
  - (a) notify the Commissioner in the manner and form approved by the Commissioner of the appointment of the new director; and
  - (b) provide the Commissioner with any information required by the Commissioner for the purposes of determining whether the new director meets the requirements for directors under section 9(2) of the Act.Maximum penalty: \$5 000.  
Expiation fee: \$315.

## **9—Return etc of licence**

- (1) If the licence of a dealer is surrendered, suspended or cancelled, the dealer must, at the direction of the Tribunal or the Commissioner, return the licence to the Commissioner.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) If, on an application under section 8 of the Act, a licence has been issued to a dealer but the fee payable in respect of the application has not been paid (whether because of the dishonouring of a cheque or otherwise), the dealer must, at the direction of the Commissioner, return the licence to the Commissioner.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (3) The Commissioner may issue to a licensed dealer a licence in replacement of a current licence if satisfied that—
  - (a) the current licence has been lost, destroyed or damaged; or
  - (b) any particulars appearing on the current licence are incorrect.

- (4) If the Commissioner issues to a licensed dealer a replacement licence, the dealer must, at the direction of the Commissioner, return the original (or previous duplicate) licence to the Commissioner.

Maximum penalty: \$5 000.

Expiation fee: \$315.

## **10—Display of licences etc**

A licensed dealer must ensure—

- (a) that a copy of the dealer's licence is prominently displayed at each of the notified premises of the dealer in an area accessible to the public; and
- (b) that—
  - (i) the name under which the dealer carries on business as a dealer; and
  - (ii) the words "Licensed Second-hand Vehicle Dealer" (which may be abbreviated to "LVD") immediately followed by the dealer's licence number, or, if 2 or more licensed dealers are conducting a business in partnership, the licence number of each of the partners,

are prominently and permanently displayed at the main public entrance to each of the notified premises of the dealer.

Maximum penalty: \$5 000.

## **11—Dealer to retain employee records**

- (1) A dealer must keep, in respect of each person employed by the dealer as a salesperson, records relating to the person's employment by the dealer (including any report on the person's criminal history (if any)) at—
- (a) the notified premises of the dealer; or
  - (b) another location the details of which are kept at the notified premises of the dealer,
- for the duration of the person's employment by the dealer.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) A dealer must produce to an authorised officer within a reasonable time (on request) any record that the dealer is required to keep under subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

## **12—Notices to be displayed (section 16 of Act)**

- (1) For the purposes of section 16 of the Act, the notice required by that section to be attached to a second-hand vehicle offered for sale is a Section 16 Notice.
- (2) A dealer must, in respect of a Section 16 Notice, ensure that—
- (a) subject to this regulation, 3 identical copies of the Notice are prepared; and
  - (b) the copy to be attached to the vehicle—
    - (i) is endorsed with the statement "Display Copy"; and
    - (ii) —

- (A) in the case of a motorcycle—is folded in half and inserted (in such a manner that the contents are clearly visible) in a plastic envelope that is attached to the handle bars of the motorcycle to which it relates; and
  - (B) in the case of any other vehicle—is attached to the inside of a window of the vehicle to which it relates (in such a manner that the contents of the notice are clearly visible through the window); and
- (c) the second copy is endorsed with the statement "Purchaser's Copy" and has the form set out in Form 3 or Form 4 (as the case requires) printed on the reverse side; and
- (d) the third copy (the *Dealer's Copy*) is endorsed with the statement "Dealer's Copy" and—
  - (i) in the case of a motorcycle—has the form set out in Form 4 printed on the reverse side; and
  - (ii) in the case of any other vehicle—has the part of the form set out in Part 1 of Form 3 printed on the reverse side; and
- (e) the second and third copies are kept at the notified premises of the dealer at which the vehicle to which the Section 16 Notice relates is being offered for sale.

Maximum penalty: \$5 000.

### 13—Form of contract (section 17 of Act)

For the purposes of section 17(1)(d) of the Act—

- (a) the particulars to be contained in a contract for the sale of a second-hand vehicle by a dealer must be set out in the contract in the manner shown in Form 5 or Form 6 (as the case requires); and
- (b) the particulars required to be included in the contract are as required or indicated by that Form.

### 14—Dealer to retain copy of contract

- (1) A copy of each contract for the sale of a second-hand vehicle by a dealer must be kept by the dealer at—
  - (a) the notified premises of the dealer; or
  - (b) another location the details of which are kept at the notified premises of the dealer,for a period of not less than 2 years from the date of the sale.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of any contract that the dealer is required to keep under subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

**15—Notices to be provided to purchasers of second-hand vehicles (section 18 of Act)**

For the purposes of section 18(b) of the Act, the notice required by that section to be given by a dealer to the purchaser of a second-hand vehicle must be in the form set out in Form 3 or Form 4 (as the case requires).

**16—Sale of vehicle and Dealer's Copy of Section 16 Notice**

- (1) On the sale of a second-hand vehicle by a dealer (being a sale to which Part 3 Division 1 of the Act applies), the dealer must complete the Dealer's Copy of the Section 16 Notice relating to the vehicle as required or indicated—

- (a) in the case of a motorcycle—by Form 4; and
  - (b) in the case of any other vehicle—by Part 1 of Form 3.

Maximum penalty: \$5 000.

- (2) A licensed dealer must keep the Dealer's Copy of a Section 16 Notice at—

- (a) the notified premises of the dealer; or
  - (b) another location the details of which are kept at the notified premises of the dealer, for a period of not less than 2 years from the date of sale of the vehicle to which the Notice relates.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) A dealer must produce to an authorised officer within a reasonable time (on request) the Dealer's Copy of a Section 16 Notice that the dealer is required to keep under subregulation (2).

Maximum penalty: \$5 000.

Expiation fee: \$315.

**17—Option to purchase vehicle subject to contract for sale (section 18E of Act)**

For the purposes of section 18E(2)(b)(ii) of the Act, a notice in the approved form is to contain—

- (a) a statement of the dealer's right under section 18E(2)(a) of the Act to require the person to whom an option is granted to pay a deposit, including details of the maximum deposit that may be required; and
  - (b) a statement of the circumstances in which the holder of an option to purchase a second-hand vehicle that is subject to a contract for sale is entitled under section 18E(3) of the Act to a refund of any deposit paid in order to secure the option; and
  - (c) any other information approved by the Commissioner for the purposes of the notice.

**18—Notices to be displayed (section 20 of Act)**

- (1) For the purposes of section 20 of the Act, the notice required by that section to be attached to a second-hand vehicle when the vehicle is available for inspection by prospective bidders at an auction for the sale of the vehicle is an Auction Notice.
- (2) An auctioneer must, in respect of an Auction Notice, ensure that—
  - (a) subject to this regulation, 3 identical copies of the Notice are prepared; and



- (b) the copy to be attached to the vehicle—
- (i) is endorsed with the statement "Display Copy"; and
  - (ii) —
    - (A) in the case of a motorcycle—is folded in half and inserted (in such a manner that the contents are clearly visible) in a plastic envelope that is attached to the handle bars of the motorcycle to which it relates; and
    - (B) in the case of any other vehicle—is attached to the inside of a window of the vehicle to which it relates (in such a manner that the contents of the notice are clearly visible through the window); and
- (c) the second copy—
- (i) is endorsed with the statement "Purchaser's Copy"; and
  - (ii) has printed on the reverse side—
    - (A) if the auctioneer is conducting the auction on the auctioneer's own behalf or on behalf of a dealer—the form set out in Form 9 or Form 10 (as the case requires); or
    - (B) if the auctioneer is conducting the auction on behalf of another person not being a dealer—the form set out in Form 13 or Form 14 (as the case requires); and
- (d) the third copy (the *Auctioneer's Copy*)—
- (i) is endorsed with the statement "Auctioneer's Copy"; and
  - (ii) has printed on the reverse side—
    - (A) if the auctioneer is conducting the auction on the auctioneer's own behalf or on behalf of a dealer—
      - in the case of a motorcycle—the form set out in Form 10; and
      - in the case of any other vehicle—the part of the form set out in Part 1 of Form 9; or
    - (B) if the auctioneer is conducting the auction on behalf of another person not being a dealer—
      - in the case of a motorcycle—the form set out in Form 14; and
      - in the case of any other vehicle—the part of the form set out in Part 1 of Form 13; and
- (e) the second and third copies are kept at the premises of the auctioneer at which the vehicle to which the Auction Notice relates is available for inspection by prospective bidders.

Maximum penalty: \$5 000.

**19—Notices to be provided to purchasers of second-hand vehicles (section 21 of Act)**

For the purposes of section 21(d) of the Act, the notice required by that section to be given by an auctioneer to the purchaser of a second-hand vehicle must—

- (a) if the vehicle was sold on the auctioneer's own behalf or on behalf of a dealer—be in the form set out in Form 9 or Form 10 (as the case requires); or
- (b) if the vehicle was sold on behalf of another person not being a dealer—be in the form set out in Form 13 or Form 14 (as the case requires).

**20—Sale of vehicle and Auctioneer's Copy of Auction Notice**

- (1) On the sale of a second-hand vehicle by an auctioneer (being a sale referred to in section 21 of the Act), the auctioneer must complete the Auctioneer's Copy of the Auction Notice relating to the vehicle as required or indicated—
  - (a) if the auctioneer conducted the auction on the auctioneer's own behalf or on behalf of a dealer—
    - (i) in the case of a motorcycle—by Form 10; and
    - (ii) in the case of any other vehicle—by Part 1 of Form 9; or
  - (b) if the auctioneer conducted the auction on behalf of another person not being a dealer—
    - (i) in the case of a motorcycle—by Form 14; and
    - (ii) in the case of any other vehicle—by Part 1 of Form 13.

Maximum penalty: \$5 000.

- (2) An auctioneer must keep the Auctioneer's Copy of an Auction Notice for a period of not less than 12 months from the date of sale of the vehicle to which the Notice relates.

Maximum penalty: \$5 000.

**21—Trade auctions (section 22 of Act)**

- (1) For the purposes of section 22 of the Act—
  - (a) the notice required by that section to be attached to a second-hand vehicle when the vehicle is available for inspection by prospective bidders at a trade auction for the sale of the vehicle must be in the form set out in Form 15; and
  - (b) the prescribed form of the statement required to be included in an advertisement of a trade auction is—
    - (i) if the advertisement is in a newspaper, magazine, leaflet or other printed or written material—the statement "Trade Auction—Bids Accepted from Licensed Dealers Only" in print, type or letters no smaller than the largest print, type or letters used elsewhere in the advertisement excepting the print, type or letters used in spelling the name or the business name of the person so advertising; or
    - (ii) in any other case—the statement referred to in subparagraph (i) included in such a way and with such prominence that it is likely to come to the attention of the persons seeing or hearing the advertisement.

- (2) If an auctioneer is required to attach a notice to a second-hand vehicle under section 22(1) of the Act, the auctioneer must ensure that the notice is attached to the inside of a window of the vehicle to which it relates in such a manner that the contents of the notice are clearly visible through the window.

Maximum penalty: \$5 000.

## 22—Sales between dealers

If a second-hand vehicle is sold by a dealer to another dealer, the following provisions must be complied with:

- (a) the sale must be evidenced by instrument in writing in the form set out in Form 16 (the **Dealer Sale form**), completed and signed by the dealers in duplicate within 7 days of the purchasing dealer taking possession of the vehicle pursuant to the sale;
- (b) 1 copy of the Dealer Sale form must be kept by the selling dealer for a period of not less than 2 years from the date of sale of the vehicle;
- (c) the other copy of the Dealer Sale form must be kept by the purchasing dealer for the period for which the dealer retains ownership of the vehicle and, if the vehicle is subsequently sold by the purchasing dealer, for a period of not less than 12 months from the date of the subsequent sale of the vehicle.

Maximum penalty: \$5 000.

## 23—Advertisements

- (1) An advertisement relating to the sale of a second-hand vehicle by a dealer must contain the information and particulars referred to in Schedule 2.
- (2) An advertisement relating to the sale of a second-hand vehicle by a person other than a dealer must contain the information and particulars referred to in Schedule 2 paragraph (c).
- (3) A person who publishes an advertisement relating to the sale of a second-hand vehicle that does not comply with this regulation, or who causes or permits such an advertisement to be published, is guilty of an offence.

Maximum penalty: \$5 000.

## 24—Dealers not under duty to repair certain defects (section 23 of Act)

- (1) A dealer is not under a duty to repair a defect under section 23 of the Act—
  - (a) if the defect is listed in Schedule 3 Part 1, Part 2 or Part 3 and the dealer has complied with any conditions set out in that Part of the Schedule; or
  - (b) if the purchaser, without reasonable excuse, fails to give the dealer (being a licensed dealer) proper notice (written or oral) of the defect within the prescribed period; or
  - (c) if the purchaser must, in order to require the dealer to discharge such a duty, deliver or make reasonable efforts to deliver the vehicle to the dealer in accordance with section 24(1) and (2) of the Act, but fails to do so, without reasonable excuse, within 5 business days of the end of the prescribed period.

- (2) In this regulation—

**business day** means any day other than a Saturday, Sunday or public holiday;

*prescribed period*, in relation to a defect in a vehicle, means the period within which the defect must (according to section 23(4) of the Act) appear in order for the dealer to be under a duty to repair the defect.

## **25—No duty to repair where defect disclosed prior to sale (section 23A of Act)**

- (1) For the purposes of section 23A(1)(b) of the Act, the dealer must provide to the purchaser a notice of defects in the form set out in Form 17.
- (2) For the purposes of section 23A(1)(c) of the Act, the purchaser must acknowledge receipt of the information in the notice of defects in the form set out in Form 17.

## **26—Second-hand Vehicles Compensation Fund (Schedule 3 of Act)**

- (1) Schedule 3 clause 2 of the Act does not apply to a claim in respect of the provision by a dealer of goods or services that do not relate directly to the second-hand vehicle purchased or sold by the dealer or left in the dealer's possession.

### **Note—**

Goods or services not relating directly to the vehicle may include, for example, travel, accommodation, household goods, entry tickets to certain events etc or a scheme whereby goods or services may be redeemed in the future.

- (2) For the purposes of Schedule 3 clause 4 of the Act, each licensed dealer is required to pay to the Commissioner the contribution referred to in Schedule 4 of these regulations in accordance with the provisions of that Schedule.

## **27—Waiver of rights (section 33 of Act)**

- (1) A prospective purchaser of a second-hand vehicle from a dealer may waive their right under section 18B of the Act to rescind the contract for the sale of the vehicle if they sign the *Waiver of Cooling-off Rights* document, as set out in Schedule 5, before a witness who signs the document as required or indicated by the document.
- (2) A person must not sign as witness to a *Waiver of Cooling-off Rights* document if they are the dealer or a salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle to the prospective purchaser.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) A copy of a *Waiver of Cooling-off Rights* document signed by a prospective purchaser in respect of the prospective sale of a second-hand vehicle by a dealer must be kept by the dealer at—

(a) the notified premises of the dealer; or

(b) another location the details of which are kept at the notified premises of the dealer,

for a period of not less than 2 years from the date on which the document is signed.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (4) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of a *Waiver of Cooling-off Rights* document that the dealer is required to keep under subregulation (3).

Maximum penalty: \$5 000.

Expiation fee: \$315.

## **Schedule 1—Forms**

### **Form 1—Section 16 notice—Sale of second-hand vehicle**

#### ***Second-hand Vehicle Dealers Act 1995***

#### **Dealer Reference or Stock No:**

#### **Part A**

##### **The price**

This vehicle is offered for sale in its present condition for \$  
This price includes all dealer charges.

##### **The vehicle**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration No:

Engine No (if not registered):

Odometer reading when the vehicle was acquired from the last owner who was not a dealer (specify miles or kilometres):

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

##### **The last owner**

The name and address of the last owner of this vehicle are available from the dealer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the dealer on request.

##### **Note—**

Although the dealer is required to provide the last owner's name and address on request, a dealer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

##### **The dealer**

Name in which dealer is licensed:

Business address:

If the vehicle is being offered for sale on behalf of another dealer:

Name in which the other dealer is licensed:

Business address:

*[Insert N/A if not applicable]*

*Note: If the vehicle is being offered for sale on behalf of another dealer, the other dealer is liable to carry out any repairs under the duty to repair.*

Has the vehicle ever been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water? (Yes or No)

## Part B

### Duty to repair—Part 4 of the *Second-hand Vehicle Dealers Act 1995*

*The following is only a brief summary of the extent of the duty to repair. Full details must be given to a purchaser by the dealer at the time of sale (as well as a copy of this notice).*

Sale price	Duty to repair
Up to and including \$3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
\$3 001—\$6 000	2 months or 3 000 kilometres, whichever occurs first.
Over \$6 000	3 months or 5 000 kilometres, whichever occurs first.

The dealer has no duty to repair certain defects in the vehicle listed in the notice of defects provided to and acknowledged by the purchaser prior to the sale.

This vehicle cannot be registered until it is converted to right-hand configuration to the standard required by the Registrar of Motor Vehicles, and the dealer does not accept a duty to perform that work as part of a duty to repair.

*[Strike out if not applicable]*

The dealer does not accept a duty to repair any defect in the following accessories, being accessories not originally fitted by the vehicle's manufacturer, or not produced or approved by the manufacturer for fitting to vehicles of that kind:

*[List accessories]*

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle to the following agreed place of repair:

*[Insert name and address]*

If no place of repair has been agreed on, the purchaser must deliver the vehicle to any of the following notified premises of the dealer:

*[Insert names and addresses]*

## Part C

There is no duty to repair this vehicle because *[strike out whichever of the following does not apply]*—

- its year of first registration was more than 15 years ago;
- it has been driven more than 200 000 kilometres.

*[Strike out Part C if not applicable]*

**Form 2—Section 16 Notice—Sale of second-hand motorcycle*****Second-hand Vehicle Dealers Act 1995*****The price**

This motorcycle is offered for sale in its present condition for \$  
This price includes all dealer charges.

**The motorcycle**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration number:

Engine number (if not registered):

Odometer reading when the motorcycle was acquired from the last owner who was not a dealer  
(specify miles or kilometres):

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded  
as reasonably accurate? (Yes or No)

If not, why not?

**The last owner**

The name and address of the last owner of this vehicle are available from the dealer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the dealer on request.

**Note—**

Although the dealer is required to provide the last owner's name and address on request, a dealer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

**The dealer**

Name in which dealer is licensed:

Business address:

If the motorcycle is being offered for sale on behalf of another dealer:

Name in which the other dealer is licensed:

Business address:

*[Insert N/A if not applicable]*

**Important information**

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

**Form 3—Notice to purchaser*****Second-hand Vehicle Dealers Act 1995*****Part 1**

The vehicle referred to in the Section 16 Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

**Certificate by dealer**

I certify that the vehicle sold to the above purchaser is correctly described in the Section 16 Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the dealer or an employee or agent authorised to sign on behalf of the dealer:

Name of the person signing this certificate (print in block letters):

**Part 2**

**This notice contains important information. Please read it carefully and keep it for future reference.**

The *Second-hand Vehicle Dealers Act 1995* provides for a duty to repair second-hand vehicles sold for more than \$3 000. (There are some exceptions, but the duty applies to a passenger vehicle if its year of first registration is less than 15 years ago or it has, at the time of sale, been driven less than 200 000 km.)

The period during which there is a duty to repair depends on the price you paid for the vehicle. There is a summary of these periods on the other side of this form. If a "defect" appears in the vehicle in the period during which there is a duty to repair, the dealer must arrange for it to be repaired. However, if you fail, without reasonable excuse, to give the dealer proper notice of the defect within that period, or to deliver (or make reasonable efforts to deliver) the vehicle for repair within 5 business days of the end of the period, the dealer may no longer be under a duty to repair the defect.

If you want the dealer to repair your vehicle, you must deliver it to the agreed place of repair listed at the end of Part B on the other side of this form, or if no place has been so agreed on, to any notified premises of the dealer. In some cases you might not have to return the vehicle to that address, and you might be able to have it repaired by someone else. However, you should seek advice about this before you do anything.

Not every fault is a defect covered by the duty to repair. For example, if there are problems with the paintwork or upholstery that you should have noticed when you inspected the vehicle, these are not covered. Certain defects present in the vehicle of which you were given notice prior to the sale are not covered and some accessories are not covered if the dealer has listed them on the other side of this form.

If a vehicle is sold for \$3 000 or less, the duty to repair does not apply, but the vehicle must be in roadworthy condition. There may also be other duties or remedies available under other legislation, including the Australian Consumer Law.



Some disputes between dealers and purchasers may be resolved by a conference convened by the Commissioner for Consumer Affairs or, if a conciliation conference fails to resolve the matter, by an order of the Civil (Consumer and Business) Division of the Magistrates Court. Before making any application to the Commissioner, you should seek advice from Consumer and Business Services.

Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## **Form 4—Notice to purchaser**

### ***Second-hand Vehicle Dealers Act 1995***

#### **Sale of second-hand motorcycle**

The motorcycle referred to in the Section 16 Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

#### **Certificate by dealer**

I certify that the motorcycle sold to the above purchaser is correctly described in the Section 16 Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the dealer or an employee or agent authorised to sign on behalf of the dealer:

Name of the person signing this certificate (print in block letters):

#### **Important information**

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## **Form 5—Particulars to be included in a contract for the sale of a second-hand vehicle by a dealer**

### ***Second-hand Vehicle Dealers Act 1995***

Dealer Reference or Stock No:

Name in which dealer is licensed:

Business address:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:      Phone no:      Email address:      Driver's licence or client no:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:      Phone no:      Email address:      Driver's licence or client no:

Make:	Model:	Body Type:	Colour:	Body: Trim:
Year of manufacture:	Year of 1st registration:	Registration No:	Expiry date:	
Engine No:	VIN No:	Odometer reading:		

DETAILS OF PURCHASE	\$	c	METHOD OF PAYMENT	\$	c
Purchase price			Deposit		
Additional options, accessories etc*			Trade-in allowance*		
<b>Total price of vehicle</b>			Less pay-out		
			(Name of financier: )		
			Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)		
Registration (no of months) [3] / [12] / remaining			Equity (Deficiency)		
			Less refund to purchaser		
Stamp duty and/or transfer fee			Net equity (or deficiency)		
Dealer to arrange above YES/NO			Total deposit and trade-in		
If Yes—Dealer handling fee					
<i>The dealer may charge—</i>					
<i>if the vehicle is required to be presented for inspection at a recognised inspection facility—a maximum of \$385;</i>					
<i>or</i>					
<i>in any other case—a maximum of \$100.</i>					
			Payable on delivery		
Other (give full details including other parties to whom payment must be made)			(Amount payable on delivery includes amount to be financed where applicable)		

## TOTAL PAYABLE

## TOTAL PAYMENT

## \*Trade-in details

Make:	Model:
Body Type:	Colour:    Body:
	Trim:
Year of Manufacture:	Year of 1st Registration:
Registration No:	Expiry Date:
Engine No:	Odometer: kms
VIN No:	
Payout to:	
Account No:	Valid until:

## \*OWNERSHIP AND ODOMETER DECLARATION

I declare that—

- (a) the trade-in is my own unencumbered property except as otherwise stated above and does not, to the best of my knowledge and belief, have a security interest (except any interest stated above) registered against it on the Personal Property Securities Register (PPSR); and
- (b) the odometer reading as stated above is, at the time of sale, true and correct to the best of my knowledge and belief; and
- (c) the vehicle has not, to the best of my knowledge and belief, been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water on the PPSR; and
- (d) the trade-in is not, to the best of my knowledge and belief, recorded as stolen on the PPSR.

Signature of purchaser(s):

Settlement date:

\*Address to which vehicle is to be delivered for repair of defects under the *Second-hand Vehicle Dealers Act 1995*.

REPAIRER'S NAME:

ADDRESS:

\*The vehicle may be delivered to any of the following notified premises of the dealer for repair:

## COOLING-OFF RIGHTS

A purchase under this contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*, unless the purchaser chooses to waive their right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

**Note: the 2 day cooling-off period ceases to apply to a contract if the purchaser under the contract takes possession of the vehicle before the expiration of the cooling-off period.**

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that they do not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

\*This contract is subject to a 2 day cooling-off period which will expire on:

☐ I understand that if I take possession of the vehicle before the expiry of the cooling-off period, the cooling-off period will cease and I can no longer change my mind once I take the vehicle.

\*This contract is not subject to a 2 day cooling-off period.

☐ I have been provided the *Waiver of Cooling-off Rights* document and I understand that by signing the document and this contract, I will be bound by the contract.

Any purported exclusion, limitation, modification or waiver of your rights under the *Second-hand Vehicle Dealers Act 1995* is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2025*.

**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.**

**Please ensure that, before signing this contract, you have read, understood and agree to each of the terms and conditions contained in this contract. By signing the contract, you will be legally bound by it.**

Signature of purchaser(s):

Date:

Signature of dealer:

Date:

*\*Strike out whichever does not apply.*

## **Form 6—Particulars to be included in a contract for the sale of a second-hand motorcycle by a dealer**

### ***Second-hand Vehicle Dealers Act 1995***

Name in which dealer is licensed:

Business address:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:

Phone no:

Email address:

Driver's licence or  
client no:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:

Phone no:

Email address:

Driver's licence or  
client no:

Make:

Model:

Colour:

Year of  
manufacture:

Year of 1st  
registration:

Registration  
No:

Expiry date:

Engine No:	VIN No:	Odometer reading:			
DETAILS OF PURCHASE		\$	c	METHOD OF PAYMENT	
Purchase price				Deposit	
Additional options, accessories etc*				Trade-in allowance*	
<b>Total price of motorcycle</b>				Less pay-out	
				Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)	
Registration (no of months) [3] / [12] / remaining				Equity (Deficiency)	
				Less refund to purchaser	
Stamp duty and/or transfer fee				Net equity (or deficiency)	
Dealer to arrange above YES/NO				Total deposit and trade-in	
If Yes—Dealer handling fee					
<i>The dealer may charge—</i>					
<i>if the vehicle is required to be presented for inspection at a recognised inspection facility—a maximum of \$385;</i>					
<i>or</i>					
<i>in any other case—a maximum of \$100.</i>					
				Payable on delivery	
Other (give full details including other parties to whom payment must be made)				(Amount payable on delivery includes amount to be financed where applicable)	
TOTAL PAYABLE				TOTAL PAYMENT	
				*Trade-in details	
				Make:	Model:
					Colour:
				Year of Manufacture:	Year of 1st Registration:
				Registration No:	Expiry Date:
				Engine No:	Odometer: kms
				VIN No:	
				Payout to:	
				Account No:	Valid until:

## \*OWNERSHIP AND ODOMETER DECLARATION

I declare that—

- (a) the trade-in is my own unencumbered property except as otherwise stated above and does not, to the best of my knowledge and belief, have a security interest (except any interest stated above) registered against it on the Personal Property Securities Register (PPSR); and
- (b) the odometer reading as stated above is, at the time of sale, true and correct to the best of my knowledge and belief; and
- (c) the vehicle has not, to the best of my knowledge and belief, been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water on the PPSR; and
- (d) the trade-in is not, to the best of my knowledge and belief, recorded as stolen on the PPSR.

Signature of purchaser(s):

Settlement date:

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#### COOLING-OFF RIGHTS

A purchase under this contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*, unless the purchaser chooses to waive their right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

**Note: the 2 day cooling-off period ceases to apply to a contract if the purchaser under the contract takes possession of the vehicle before the expiration of the cooling-off period.**

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that they do not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

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\*This contract is subject to a 2 day cooling-off period which will expire on:

☐ I understand that if I take possession of the vehicle before the expiry of the cooling-off period, the cooling-off period will cease and I can no longer change my mind once I take the vehicle.

\*This contract is not subject to a 2 day cooling-off period.

☐ I have been provided the *Waiver of Cooling-off Rights* document and I understand that by signing the document and this contract, I will be bound by the contract.

---

Any purported exclusion, limitation, modification or waiver of your rights under the *Second-hand Vehicle Dealers Act 1995* is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2025*.

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#### IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.**

**Please ensure that, before signing this contract, you have read, understood and agree to each of the terms and conditions contained in this contract. By signing the contract, you will be legally bound by it.**

Signature of purchaser(s):

Date:

Signature of dealer:

Date:

*\*Strike out whichever does not apply.*

**Form 7—Auction Notice—Vehicle owned by auctioneer or to be auctioned on behalf of a dealer*****Second-hand Vehicle Dealers Act 1995*****Dealer Reference or Stock No:****Part A****The dealer**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration No:

Engine No (if not registered):

Odometer reading when the vehicle was acquired from the last owner who was not a dealer (specify miles or kilometres):

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

Has the vehicle ever been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water? (Yes or No)

**The last owner**

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

**Note—**

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

**The seller**

Auctioneer's name:

Business address:

If the vehicle is to be auctioned on behalf of a dealer:

Name in which selling dealer is licensed:

Business address:

*[Insert N/A if not applicable]*

*Note: If the vehicle is being auctioned on behalf of a dealer, the dealer is liable to carry out any repairs under the duty to repair. If not, then this will be the auctioneer's responsibility.*

## Part B

### Duty to repair—Part 4 of the *Second-hand Vehicle Dealers Act 1995*

*The following is only a brief summary of the extent of the duty to repair. Full details must be given to a purchaser by the auctioneer at the time of sale (as well as a copy of this notice).*

Sale price	Duty to repair
Up to and including \$3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
\$3 001—\$6 000	2 months or 3 000 kilometres, whichever occurs first.
Over \$6 000	3 months or 5 000 kilometres, whichever occurs first.

The seller has no duty to repair certain defects in the vehicle listed in the notice of defects provided to and acknowledged by the purchaser prior to the sale.

This vehicle cannot be registered until it is converted to right-hand configuration to the standard required by the Registrar of Motor Vehicles, and the seller does not accept a duty to perform that work as part of a duty to repair.

*[Strike out if not applicable]*

The seller does not accept a duty to repair any defect in the following accessories, being accessories not originally fitted by the vehicle's manufacturer, or not produced or approved by the manufacturer for fitting to vehicles of that kind:

*[List accessories]*

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle to the following agreed place of repair:

*[Insert name and address]*

If no place of repair has been agreed on, the purchaser must deliver the vehicle to any of the following notified premises of the dealer:

*[Insert names and addresses]*

## Part C

There is no duty to repair this vehicle because *[strike out whichever of the following does not apply]*—

- its year of first registration was more than 15 years ago;
- it has been driven more than 200 000 kilometres.

*[Strike out Part C if not applicable]*

**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.**

**Form 8—Auction Notice—Motorcycle owned by auctioneer or to be auctioned on behalf of a dealer**

***Second-hand Vehicle Dealers Act 1995***



**The dealer**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration No:

Engine No (if not registered):

Odometer reading when the motorcycle was acquired from the last owner who was not a dealer (specify miles or kilometres):

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

**The last owner**

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

**Note—**

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

**The seller**

Auctioneer's name:

Business address:

If the motorcycle is to be auctioned on behalf of a dealer:

Name in which selling dealer is licensed:

Business address:

*[Insert N/A if not applicable]*

**Important information**

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

**Form 9—Notice to purchaser*****Second-hand Vehicle Dealers Act 1995***

This is the notice to be given to a purchaser who has bought a vehicle at auction where the vehicle was owned by the auctioneer or auctioned on behalf of a dealer.

## Part 1

The vehicle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

## Certificate by auctioneer

I certify that the vehicle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on behalf of the auctioneer:

Name of the person signing this certificate (print in block letters):

## Part 2

**This notice contains important information. Please read it carefully and keep it for future reference.**

The *Second-hand Vehicle Dealers Act 1995* provides for a duty to repair second-hand vehicles sold for more than \$3 000. (There are some exceptions, but the duty applies to a passenger vehicle if its year of first registration is less than 15 years ago or it has, at the time of sale, been driven less than 200 000 km.)

Check the Auction Notice on the other side of this form. This is a copy of the Notice that was on the vehicle before auction. If there is a dealer's name filled in under the heading "The seller", then that dealer is under a duty to repair any defect. Otherwise this is the auctioneer's responsibility.

The period during which there is a duty to repair depends on the price you paid for the vehicle. There is a summary of these periods on the other side of this form. If a "defect" appears in the vehicle in the period during which there is a duty to repair, the dealer must arrange for it to be repaired. However, if you fail, without reasonable excuse, to give the dealer proper notice of the defect within that period, or to deliver (or make reasonable efforts to deliver) the vehicle for repair within 5 business days of the end of the period, the dealer may no longer be under a duty to repair the defect.

If you want the dealer to repair your vehicle, you must deliver it to the agreed place of repair listed at the end of Part B on the other side of this form, or if no place has been so agreed on, to any notified premises of the dealer. In some cases you might not have to return the vehicle to that address, and you might be able to have it repaired by someone else. However, you should seek advice about this before you do anything.

Not every fault is a defect covered by the duty to repair. For example, certain defects present in the vehicle of which you were given notice prior to the sale are not covered. Some accessories are not covered if the dealer has listed them on the other side of this form.

If a vehicle is sold for \$3 000 or less, the duty to repair does not apply, but the vehicle must be in roadworthy condition. There may also be other duties or remedies available under other legislation, including the Australian Consumer Law.

Some disputes between dealers and purchasers may be resolved by a conference convened by the Commissioner for Consumer Affairs or, if a conciliation conference fails to resolve the matter, by an order of the Civil (Consumer and Business) Division of the Magistrates Court. Before making any application to the Commissioner, you should seek advice from Consumer and Business Services.

Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## **Form 10—Notice to purchaser**

### ***Second-hand Vehicle Dealers Act 1995***

This is the notice to be given to a purchaser who has bought a motorcycle at auction where the motorcycle was owned by the auctioneer or auctioned on behalf of a dealer.

The motorcycle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

## **Certificate by auctioneer**

I certify that the motorcycle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on the auctioneer's behalf:

Name of the person signing this certificate (print in block letters):

## **Important information**

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## **Form 11—Auction Notice—Vehicle to be auctioned on behalf of person who is not a dealer**

### ***Second-hand Vehicle Dealers Act 1995***

#### **The vehicle**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration No:

Engine No (if not registered):

Odometer reading when the vehicle was acquired from the last owner who was not a dealer (specify miles or kilometres):

To the best of the owner's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

Has the vehicle ever been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water? (Yes or No)

### **The last owner**

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

#### **Note—**

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

### **The auctioneer**

Auctioneer's name:

Business address:

### **Important information**

No duty to repair under the *Second-hand Vehicle Dealers Act 1995* will apply on the sale of this vehicle because it is to be auctioned on behalf of a person who is not a dealer.

## **Form 12—Auction Notice—Motorcycle to be auctioned on behalf of person who is not a dealer**

### ***Second-hand Vehicle Dealers Act 1995***

### **The motorcycle**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration number:

Engine number (if not registered):

Odometer reading when the motorcycle was acquired from the last owner who was not a dealer (specify miles or kilometres):

To the best of the owner's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

## The last owner

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

### Note—

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

## The auctioneer

Auctioneer's name:

Business address:

## Important information

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## Form 13—Notice to purchaser

### *Second-hand Vehicle Dealers Act 1995*

This is the notice to be given to a purchaser who has bought a vehicle at auction if the vehicle has been auctioned on behalf of a person not being a dealer.

## Part 1

The vehicle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

## Certificate by Auctioneer

I certify that the vehicle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on their behalf:

Name of the person signing this certificate *[print in block letters]*:

**Part 2**

This vehicle was sold by the auctioneer on behalf of someone who is not a dealer. As with any private sale, this means that the duty to repair under the *Second-hand Vehicle Dealers Act 1995* does not apply.

You should also note that some other legal rights and remedies which apply to ordinary sales do *not* apply to sales by auction.

**Form 14—Notice to purchaser*****Second-hand Vehicle Dealers Act 1995***

This is the notice to be given to a purchaser who has bought a motorcycle at auction if the motorcycle has been auctioned on behalf of a person not being a dealer.

The motorcycle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

**Certificate by Auctioneer**

I certify that the motorcycle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on their behalf:

Name of the person signing this certificate [*print in block letters*]:

**Important information**

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

**Form 15—Trade auction notice*****Second-hand Vehicle Dealers Act 1995***

**This Vehicle Is To Be Sold By**

**TRADE AUCTION**

**Bids Will Be Accepted Only From Licensed Dealers**

**Form 16—Dealer sale form*****Second-hand Vehicle Dealers Act 1995***

**The vehicle**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

Registration No:

Engine No (if not registered):

Expiry date of registration:

Odometer reading when the vehicle was acquired from the last owner who was not a dealer (specify miles or kilometres):

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

**Date of sale**

*[Insert date of sale]*

**The selling dealer**

Dealer's name and Licence No:

Business address:

I certify that the above information relating to the vehicle and its last owner is correct.

Signed by the selling dealer or an employee or agent authorised to sign on their behalf:

Name of the person signing this certificate *[print in block letters]*:

**The purchasing dealer**

Dealer's name and Licence No:

Business address:

**Form 17—Notice of defects*****Second-hand Vehicle Dealers Act 1995***

The vehicle referred to in this notice has the following defects:

**Description of defect**

**The vehicle**

Manufacturer and model:

Year of manufacture:

Registration number:

Engine number (if not registered):

**Acknowledgement by purchaser**

I acknowledge that, before the signing of the contract for the purchase of the vehicle referred to in this notice, I received the following information:

- the list of defects present in the vehicle prior to the sale;
- that there is no duty to repair under Part 4 in relation to those defects.

Signature of purchaser:

Name of purchaser (print in block letters):

**Important information**

There is no duty to repair the defects listed in this notice under Part 4 of the *Second-hand Vehicle Dealers Act 1995*.

A defect that affects, or that could reasonably be expected to affect, the ability of the vehicle to be driven safely on a road cannot be included in this notice.

**Schedule 2—Advertisements for sale of second-hand vehicles**

(regulation 23)

An advertisement relating to the sale of a second-hand vehicle by a dealer must contain the following information:

- (a) the words "Licensed Second-hand Vehicle Dealer" (which may be abbreviated to "LVD") immediately followed by the dealer's licence number, or, where 2 or more licensees are conducting a business in partnership, the licence number of at least 1 of the licensees;
- (b) the price at which the vehicle, in the condition which it is offered for sale, may be purchased for cash, including all dealer charges but not including any statutory charges or fees;
- (c) the registration number of the vehicle or, if the vehicle is not registered, the engine number, either of which is to be printed adjacent to or immediately after any description, photograph or illustration of the vehicle appearing in the advertisement.

**Schedule 3—Defects in vehicles**

(regulation 24)

**Part 1—Defects in accessories**

A dealer is not under a duty to repair a defect in an accessory not originally fitted by the vehicle's manufacturer, or not produced or approved by the manufacturer for fitting to vehicles of that kind if the dealer has stated in the Section 16 Notice or in the Auction Notice (as the case may be) that the dealer does not accept a duty to repair a defect in that accessory.

**Part 2—Lefthand drive configuration**

A dealer is not under a duty to modify a vehicle that is in left-hand drive configuration so that it complies with—

- (a) in the case of a light vehicle (as defined in the *Road Traffic Act 1961*)—the *Road Traffic Act 1961*; or



- (b) in the case of a heavy vehicle (as defined in the *Road Traffic Act 1961*)—the *Heavy Vehicle National Law (South Australia)* and the *Heavy Vehicle National Regulations (South Australia)*,

if the dealer has stated in the Section 16 Notice or in the Auction Notice (as the case may be) that the vehicle cannot be registered until it has been converted to right-hand drive configuration to the standard required by the Registrar of Motor Vehicles and that the dealer does not accept a duty to perform those modifications.

### **Part 3—Non-propulsion batteries in prescribed electric vehicles and prescribed hybrid vehicles**

- 1 A dealer is not under a duty to repair a defect in a non-propulsion battery of a prescribed electric vehicle or a prescribed hybrid vehicle.
- 2 In this Part—

***non-propulsion battery*** of a prescribed electric vehicle or a prescribed hybrid vehicle means a battery in the vehicle that does not exceed 12 V and does not operate to propel the vehicle.

### **Schedule 4—Contributions to second-hand vehicles compensation fund**

(regulation 26)

- 1 Subject to this Schedule, a contribution of the prescribed amount for notified premises from which a licensed dealer carries on business as a dealer must be paid to the Commissioner by the dealer by the due date each year.
- 2 If a licensed dealer carries on business as a dealer from more than 1 notified premises, only 1 contribution is payable annually by the dealer.
- 3 If notified premises are used by more than 1 licensed dealer, only 1 contribution is payable annually in respect of those premises but the dealers are jointly and severally liable for the payment of that contribution.
- 4 If 11 complete months or less would elapse from the date of payment of the contribution first payable by a licensed dealer in respect of any notified premises until the next due date, the contribution is a proportion of the prescribed amount, being the proportion that the number of whole months (portion of a month being treated as a whole month) in the period between the date of payment of the contribution and the next due date bears to 12.
- 5 In this Schedule—

***due date*** means the date on which a licensed dealer must pay an annual fee and lodge an annual return under regulation 7;

***prescribed amount*** means—

- (a) in relation to a licensed dealer who carries on the business of buying or selling second-hand vehicles consisting only of motorcycles—\$60; or
- (b) in any other case—\$200.

### **Schedule 5—Waiver of cooling-off rights**

#### **Waiver of cooling-off rights document**

#### **Waiver of cooling-off rights under *Second-hand Vehicle Dealers Act 1995***

(regulation 27)

**This is an important document. It takes away some of your legal rights. Read it carefully. This form must be completed in duplicate.**

### **Cooling-off rights**

The *Second-hand Vehicle Dealers Act 1995* gives you the right to change your mind about buying a second-hand vehicle.

Under section 18B of the *Second-hand Vehicle Dealers Act 1995*, you have 2 clear business days after signing the contract to change your mind about buying the vehicle. These 2 days are called the *cooling-off period*. If you change your mind, you must, before the end of the cooling-off period, give the dealer written notice that you do not wish to go ahead with the purchase. This notice means that the contract is rescinded.

If the contract is rescinded, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The dealer may decide to take this amount out of any deposit you have already paid. You are entitled to the return of the rest of any deposit you paid to the dealer (less 2% of the contract price or \$100, whichever is the lesser).

You are entitled to give up (or waive) your cooling-off right by signing this document. If you sign this document, you will lose your right to rescind the sales contract under section 18B of the *Second-hand Vehicle Dealers Act 1995*. This decision should not be taken lightly. You should not sign this document unless you are absolutely certain you want to buy the vehicle and are sure you won't change your mind about the sale.

If you decide to go ahead and waive your cooling-off rights by signing this document, you must give the completed and signed copy of the document to the dealer and keep the other copy for your records.

A dealer or salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle must not be a witness to the signing of this document.

### **Details of transaction**

Date contract was made:

Make and model of vehicle:

Registration No:

Engine No:

Vehicle identification No:

Year of manufacture:

Dealer's name:

Dealer's licence No:

Dealer's business address:

Dealer's telephone No:

### **Waiving your cooling-off rights**

I acknowledge that section 18B of the *Second-hand Vehicle Dealers Act 1995* gives me the right to decide within 2 clear business days not to go ahead with the purchase and to rescind the contract.

I acknowledge that by signing this document **I will lose my right to cancel the contract for the sale of the vehicle.**

Purchaser's name:

Purchaser's telephone No:

Purchaser's address:

Purchaser's signature:

Date:

Name of witness:

Address of witness:

Signature of witness:

Date:

## **Schedule 6—Repeal and transitional provisions**

### **Part 1—Repeal of *Second-hand Vehicle Dealers Regulations 2010***

#### **1—Repeal of regulations**

The *Second-hand Vehicle Dealers Regulations 2010* are repealed.

### **Part 2—Transitional provisions etc**

#### **2—Waiver of Rights Under Part 4 documents**

Regulation 23(5) and (6) of the *Second-hand Vehicle Dealers Regulations 2010* as in force immediately before the repeal of those regulations by Part 1 of this Schedule continue to apply in respect of a copy of a *Waiver of Rights Under Part 4* document signed before that repeal.

#### **3—Forms**

- (1) A notice or form displayed or given during the prescribed period that is in a form set out in Schedule 2 of the *Second-hand Vehicle Dealers Regulations 2010* as in force immediately before the repeal of those regulations by Part 1 of this Schedule will be taken to be in the required form for the purposes of the *Second-hand Vehicle Dealers Act 1995* and these regulations.
- (2) In this clause—

*prescribed period* means the period that commences on the day on which these regulations come into operation and ends 6 months after that day.

#### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 31 July 2025

No 78 of 2025

South Australia

# Retail and Commercial Leases Regulations 2025

under the *Retail and Commercial Leases Act 1995*

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## 1—Short title

These regulations may be cited as the *Retail and Commercial Leases Regulations 2025*.

## 2—Commencement

These regulations come into operation on 1 September 2025.

## 3—Interpretation

In these regulations—

*Act* means the *Retail and Commercial Leases Act 1995*;

*domestic partner* means a person who is a domestic partner within the meaning of the *Family Relationships Act 1975*, whether declared as such under that Act or not;

*spouse*—a person is the spouse of another if they are legally married.

## 4—Prescribed threshold

For the purposes of the definition of *prescribed threshold* in section 3(1a) of the Act, the amount of \$420 000 per annum exclusive of GST is prescribed.

## 5—Exclusions from application of Act

- (1) Pursuant to section 4(2)(g)(ii) of the Act, in respect of a lessor who is a municipal or district council or other authority with the powers and functions of local government, a lessee who is a party to a lease under which the amount of rent payable under the lease does not exceed \$50 000 per annum (exclusive of GST) and who—
  - (a) is registered under the *Australian Charities and Not-for-profits Commission Act 2012* of the Commonwealth; or
  - (b) is an entity that is not carried on for the purposes of profit or gain to its individual members and that is, by the terms of its constitution, prohibited from making any distribution, whether in money, property or otherwise, to its members; or
  - (c) uses the premises the subject of the lease for the provision of health, welfare, community, cultural, sporting or recreational services on a non-commercial basis,is prescribed for the purposes of section 4(2)(g) of the Act.
- (2) Pursuant to section 4(5) of the Act, a retail shop lease is excluded from the application of the Act if—
  - (a) it is a lease of the whole or a part of the National Railway Museum, Lipson Street (South), Port Adelaide; or
  - (b) the Aboriginal Lands Trust is the lessor; or
  - (c) Distribution Lessor Corporation, Generation Lessor Corporation or Transmission Lessor Corporation is the lessor; or
  - (d) the lessor is a body corporate and the lessee or lessees have a controlling interest in the body corporate; or
  - (e) the lessor and the lessee are both bodies corporate and the same person or persons have a controlling interest in both bodies corporate.

## 6—Disclosure statement

For the purposes of section 12(3a) of the Act, a disclosure statement must be presented in the form of Form 1 set out in Schedule 1.

## 7—Warranty of fitness for purpose—exclusion

For the purposes of section 18(2) of the Act, a notice of exclusion of warranty must—

- (a) be given in writing; and
- (b) be specifically drawn to the attention of the lessee at the time that the disclosure statement is given to the lessee.

## 8—Minimum 5 year term—exclusion

Pursuant to section 20B(3)(f) of the Act, a retail shop lease is excluded from the ambit of Part 4A Division 2 of the Act if—

- (a) the lessee is the lessor's spouse, domestic partner, parent, grandparent, step-parent, child, grandchild, step-child, brother or sister, or the spouse or domestic partner of the lessor's child, grandchild, step-child, brother or sister; or
- (b) the lessor is—

- (i) an incorporated association within the meaning of the *Associations Incorporation Act 1985*; or
- (ii) a body established on a non-profit basis for a purpose of a kind referred to in section 18(1) of that Act,

and the right of occupation granted under the lease is for less than an average of 15 hours in each week over the term of the lease.

### **9—Renewal of shopping centre lease—exclusion**

Pursuant to section 20C(2)(d) of the Act, a retail shop lease is excluded from the ambit of Part 4A Division 3 of the Act if it is a lease of the whole or a part of premises known at the commencement of these regulations by the following descriptions:

- (a) heritage levels 1, 3, 4, 5, 7, 8 and 9 of Shell House, 170 North Terrace, Adelaide;
- (b) heritage levels 1, 3, 4, 5 and 7 of Goldsbrough House, 172 North Terrace, Adelaide;
- (c) levels 7 to 12 (inclusive) of Terrace Towers, 178 North Terrace, Adelaide;
- (d) Elizabeth House, Elizabeth City Centre, Elizabeth;
- (e) Sidney Chambers, Elizabeth City Centre, Elizabeth;
- (f) Raleigh Chambers, Elizabeth City Centre, Elizabeth;
- (g) Windsor Building, Elizabeth City Centre, Elizabeth;
- (h) levels 2 to 10 (inclusive) of Citi Centre Building, 145 Rundle Mall, Adelaide;
- (i) levels 1 to 10 (inclusive) of AON House, 63 Pirie Street, Adelaide;
- (j) levels 1 to 14 (inclusive) of Wyatt House, 115 Grenfell Street, Adelaide.

### **10—Prescribed fee**

For the purposes of section 20K(4) of the Act, the prescribed fee payable to the Commission for a certificate under section 20K(3) of the Act is \$200.

### **11—Land tax not to be recovered from lessee—exclusion**

For the purposes of section 30(3) of the Act, 15 November 1990 is fixed (and, consequently, section 30 of the Act does not apply to a retail shop lease entered into before that date).

### **12—Assignor's disclosure statement**

For the purposes of section 45A of the Act, an assignor's disclosure statement must be in the form of Form 2 set out in Schedule 1.

### **13—Trading hours—procedure for secret ballot**

For the purposes of section 61(1)(c) of the Act, a secret ballot for the approval of core trading hours must be conducted as follows:

- (a) the proposed core trading hours must be incorporated into a resolution to be put at a meeting of the persons who are entitled to vote on the matter (see section 61(2) of the Act);
- (b) the lessor and each lessee of a retail shop affected by the proposal must receive at least 10 days notice of the meeting;
- (c) the notice must—

- (i) be in writing; and
  - (ii) state the time and place at which the meeting will be held; and
  - (iii) set out the text of the resolution that is to be put to the meeting;
- (d) a person who is entitled to vote at the meeting may, by written instrument, appoint another person to act as the person's proxy at the meeting;
- (e) the person or persons who are proposing the resolution must make up, and provide at the meeting, ballot papers for the purposes of the ballot;
- (f) the ballot papers must set out the text of the resolution and clearly indicate a place where a person who is voting may vote for, or against, the resolution;
- (g) the persons present at the relevant meeting must appoint 1 of their number to preside at the meeting and to conduct the ballot;
- (h) the person presiding at the meeting—
  - (i) may require that the ballot papers be altered or replaced before the ballot is conducted if they are dissatisfied with the form or content of the ballot papers, or otherwise consider that it is appropriate to take action under this provision; and
  - (ii) may decide any other question relevant to the conduct of the ballot;
- (i) each person who casts a vote in the ballot is entitled to scrutinise the counting of votes.

#### **14—Retail Shop Leases Advisory Committee**

- (1) For the purposes of section 73(2) of the Act, the Retail Shop Leases Advisory Committee will be comprised of persons nominated at the invitation of the Commission by each of the following bodies:
  - (a) AHA SA Hotels;
  - (b) Australian Lottery and Newsagents Association;
  - (c) Australian Retailers Association;
  - (d) the Law Society of South Australia;
  - (e) Lease1.com.au Pty Ltd;
  - (f) the Pharmacy Guild of Australia;
  - (g) Property Council of Australia Limited;
  - (h) the Real Estate Institute of South Australia Incorporated;
  - (i) Savills Australia;
  - (j) Scentre Shopping Centre Management (SA) Pty Ltd;
  - (k) Shopping Centre Council of Australia Limited;
  - (l) South Australian Independent Retailers Incorporated;
  - (m) South Australian Employers' Chamber of Commerce and Industry Incorporated.
- (2) The Committee will meet at least once each year.

## 15—Abandoned goods notice

For the purposes of section 76(3) of the Act, a notice of the storage of goods must be in a form that includes—

- (a) a general description of the goods; and
- (b) details sufficient to identify the retail shop at which the goods were left; and
- (c) the date of termination of the lease; and
- (d) a statement that the goods will be sold if not reclaimed by the payment of reasonable costs as required under section 76 of the Act within the 60 day period referred to in that section; and
- (e) a statement of how the goods may be reclaimed.

## 16—Modification of Landlord and Tenant Act

- (1) For the purposes of section 81(2)(a) of the Act, the following modifications to Part 4 of the *Landlord and Tenant Act 1936* (the **former legislation**) are prescribed:
  - (a) a reference to the Commercial Tribunal (including through the use of the definition ***the Tribunal***) is to be construed as a reference to the Civil (Consumer and Business) Division of the Magistrates Court;
  - (b) section 56 of the former legislation will be taken to have been replaced by the following provision:

### 56—Substantial monetary claims

- (1) An action involving a claim arising under or in respect of a commercial tenancy agreement to which this Part applies or a related guarantee should be commenced before the Magistrates Court.
- (2) An action before the Magistrates Court that involves a monetary claim for \$12 000 or less will be taken to be a minor statutory proceeding under the *Magistrates Court Act 1991*.
- (3) If an action before the Magistrates Court involves a monetary claim for an amount exceeding \$100 000, the Magistrates Court must on the application of a party to the proceeding refer the proceeding to the District Court.
- (4) If a proceeding is referred to the District Court, the Court has, in addition to the powers that it has apart from this section, the powers that the Magistrates Court has under this Part.
- (5) In this section—  
***Magistrates Court*** means the Civil (Consumer and Business) Division of the Magistrates Court.;
- (c) sections 59, 60, 61 and 65 of the former legislation will be taken to have been repealed;
- (d) the following sections will be taken to have been inserted after section 72 of the former legislation:



**72A—Unlawful threats**

A landlord or an agent of a landlord must not make threats to the effect that the landlord will not renew or extend the term of tenancy if the tenant exercises a right under this Act.

Penalty: Division 5 fine.

**72B—Vexatious acts**

A party to a commercial tenancy agreement must not, in connection with the exercise of a right or power under this Act or the agreement, engage in conduct that is, in all the circumstances, vexatious.

Penalty: Division 6 fine.

- (2) Pursuant to section 81(3) of the Act, the following provisions of the Act apply to a retail shop lease entered into before the commencement of the Act:
- (a) section 12 (Lessee to be given disclosure statement);
  - (b) section 13 (Certain obligations to be void);
  - (c) section 19 (Security bond);
  - (d) section 20 (Repayment of security);
  - (e) section 31(2) (Estimates and explanations of outgoings to be provided by lessor);
  - (f) section 52 (Statistical information to be made available to lessee);
  - (g) section 61 (Trading hours);
  - (h) Part 9 Division 1 (Mediation).
- (3) Subregulations (1) and (2) do not affect any determination of core trading hours under the former legislation before the commencement of the Act and such a determination will have effect for the purposes of section 61 of the Act.

**Schedule 1—Form of disclosure statements****Form 1—Disclosure statement under section 12 of *Retail and Commercial Leases Act 1995*****Information for lessees**

Please read the following information carefully.

**What is a lease?**

A lease is a very important document. It is a legally binding contract between the lessor (landlord) and the lessee (tenant). It sets out the rights and obligations of the lessor and the lessee.

A document that binds the lessee to enter into a lease or to take a shop on lease for a renewed term should be treated as if it were the lease.

**What should I look for in a lease?**

The main features to consider are—

- the term of the lease;
- whether there is an option to renew or extend the lease (and the method of exercising any such option);
- the rent and the basis for rent reviews;
- the amounts that the lessee will have to pay in addition to rent eg fit out costs, maintenance and repair costs and shared operating expenses;
- the consequences of breaching a term of the lease.

Make sure you read the whole document and understand the obligations it will place on you, especially the extra charges in addition to rent that you will have to pay.

If the lease is a sublease, you should seek information about the lessor's rights and obligations under the head lease that are relevant to the lease of the shop.

**What information is the lessor required to give me?**

The lessor must give you a copy of the proposed lease and this disclosure statement. The disclosure statement must contain the matters set out in section 12 of the *Retail and Commercial Leases Act 1995*.

**What should I do before signing a lease or other binding document?**

Do not sign until you understand exactly what your obligations under the lease will be.

Before signing a lease or other binding document, you should obtain independent legal and financial advice.

- You should discuss the lease (or any agreement for a lease) and the disclosure statement with your own lawyer or leasing adviser.
- You should seek advice about the financial commitments under the lease from your own accountant or recognised financial or business adviser.
- You should also seek advice from an association representing the interests of lessees.

Before signing a lease or other binding document, oral representations made by the lessor or the lessor's agent on which you have relied should be reduced to writing and signed by or on behalf of the lessor.

Before signing a lease or other binding document, the lessee should sign an acknowledgment of receipt of the disclosure statement.

**1—Details of shop**

Address: *[Provide sufficient details to identify the shop.]*

Lettable area: *[Specify in square metres.]*

The shop may only be used for: *[Specify the permitted uses.]*

**2—Term of lease**

Term of lease:

### 3—Renewal or extension of lease

[Tick 1 box.]

- ☐ There is no right to renew or extend the term of the lease.
- ☐ The lease gives a right to renew or extend the term of the lease as follows:  
[Insert details.]

### 4—Access to shop

Hours during which the lessee will have access to the shop outside trading hours:

Date on which the shop will be available for occupation:

### 5—Monetary obligations

The lessee's obligations to pay rent, to pay or reimburse outgoings, to make or reimburse capital expenditure and any other monetary obligations imposed on the lessee are set out in Appendix A.

### 6—Retail shopping centre details

[Tick 1 box.]

- ☐ The shop is in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.  
See Appendix B for details.
- ☐ The shop is not in a retail shopping centre within the meaning of the *Retail and Commercial Leases Act 1995*.

### 7—Consequences of breach

The legal consequences of a breach of a term of the lease (including the consequences of early termination of the lease by the lessee) as set out in [insert clause numbers or other identification of relevant components of lease] of the lease are as follows:

[Insert brief description.]

### 8—Warnings

Oral representations made by the lessor or the lessor's agent on which the lessee has relied should be reduced to writing and signed by or on behalf of the lessor before the lessee enters into the lease.

The lessee should obtain independent legal and financial advice before entering into the lease.

Date:

Signature of lessor:

Name:

Address:

### Acknowledgment of receipt

I acknowledge receipt of this disclosure statement including:

[Tick 1 or more boxes as applicable.]

- ☐ Appendix A—Monetary obligations under lease
- ☐ Appendix B—Retail shopping centre details

- ☐ Attachment—Shop fitting or refitting obligations
- ☐ Attachment—Fixtures, plant or equipment obligations
- ☐ Attachment—Sinking fund obligations
- ☐ Attachment—Proposed changes to shopping centre
- ☐ Attachment—Current tenant mix
- ☐ Attachment—Proposed changes to current tenant mix
- ☐ Attachment—Details of tenant association

Date:

Signature:

Name:

Address:

## **Appendix A—Monetary obligations under lease**

### **Part 1—Rent**

#### **1—Base rent**

The base rent payable for the shop is or is calculated as follows:

*[Insert amount or formula.]*

#### **2—Basis on which base rent may be changed**

The base rent may be changed on the following basis:

*[Insert description of rent review arrangements.]*

#### **3—Other rent**

Other rent payable for the shop is or is calculated as follows:

*[Insert amount or formula.]*

### **Part 2—Capital expenditure**

#### **4—Permissible obligations (section 13 of *Retail and Commercial Leases Act 1995*)**

The lessee will be liable for capital expenditure as follows:

*[Tick 1 or more boxes as applicable.]*

- ☐ to pay or reimburse the cost of making good damage to the premises arising when the lessee is in possession or entitled to possession of the premises
- ☐ to fit or refit the shop as set out in the attachment marked "Shop fitting or refitting obligations"  
*[The attachment must include sufficient details to enable the lessee to obtain an estimate of the likely cost of complying with the obligation.]*
- ☐ to provide fixtures, plant or equipment as set out in the attachment marked "Fixtures, plant or equipment obligations"  
*[The attachment must include sufficient details to enable the lessee to obtain an estimate of the likely cost of complying with the obligation.]*

- ☐ to contribute to a sinking fund to cover major items of repair or maintenance as set out in the attachment marked "Sinking fund obligations"

*[The attachment must include reasonable details of the lessee's obligations.]*

### Part 3—Outgoings

#### 5—Categories and estimate of annual liability

The lessee will be liable to pay or reimburse outgoings as follows:

Category of outgoings	Estimate of lessee's annual liability
local government rates and charges	
emergency services levy	
electricity	
gas and oil	
water and sewerage rates and charges	
sewerage disposal and sullage	
energy management systems	
air conditioning/ventilation	
building intelligence and emergency systems	
fire protection	
security	
lifts and escalators	
public address/music	
signs	
public telephones	
insurance	
pest control	
uniforms	
car parking	
child minding	
gardening	
cleaning	
audit fees	
management costs	
maintenance and repairs	
other <i>[specify]</i>	
<b>Total</b>	

*[Tick 1 box.]*

- ☐ The lessee is liable for the full amount of the outgoings.

- ☐ The lessee is liable for a proportion of the outgoings calculated according to the following formula:  
*[If different according to category, provide category and formula in each case.]*

## **6—Margin of profit**

*[Tick 1 box.]*

- ☐ The amount the lessee is required to pay towards outgoings does not include a margin of profit for the lessor.
- ☐ The amount the lessee is required to pay towards outgoings includes a margin of profit for the lessor as follows:  
*[Provide the percentage profit or the basis on which the profit is to be calculated.]*

## **Part 4—Other monetary obligations**

### **7—Other**

*[Tick 1 box.]*

- ☐ The lessee will not be liable for any other kinds of monetary obligations.
- ☐ The lessee will also be liable for the following kinds of monetary obligations:  
*[Provide details of other kinds of monetary obligations and, if possible, an estimate of the annual cost of complying with those obligations.]*

## **Appendix B—Retail shopping centre details**

### **1—Shopping centre details**

Name of shopping centre:

Address of shopping centre:

### **2—Number of shops and lettable area**

Total number of shops in shopping centre:

Total lettable area of shops in shopping centre:

### **3—Parking facilities at shopping centre**

Number of parking bays for customers of shop:

Number of parking bays for lessee and lessee's employees:

### **4—Facilities and services provided by lessor**

The lessor provides the following facilities and services:  
*[Describe nature of facilities and services.]*

### **5—Proposed changes to shopping centre**

*[Tick 1 box.]*

- ☐ No changes to the shopping centre are proposed.

- ☐ It is proposed to make changes to the shopping centre as follows:  
*[Describe the nature of the changes including any changes to the buildings, parking and surrounding roads and, if a development application is to be lodged, details of when and with whom it is to be lodged. Attach details (in attachment marked "Proposed changes to shopping centre") or include details of where to obtain further information.]*

## 6—Core trading hours

Core trading hours:

## 7—Current tenant mix and any proposed changes

The current tenant mix is shown on the attachment marked "Current tenant mix" comprised of a floor plan showing tenancies and common areas.

*[Tick 1 box.]*

- ☐ No changes to the current tenant mix are proposed.
- ☐ It is proposed to change the current tenant mix as follows:  
*[Describe changes or show on attachment marked "Proposed changes to current tenant mix".]*

The lease may contain provisions governing the process for changes to the tenant mix.

## 8—Introduction of competitor

*[Tick 1 box.]*

- ☐ The lessee is assured that the current tenant mix will not be altered to the lessee's disadvantage by the introduction of a competitor.
- ☐ The lessor is not prepared to give the lessee an assurance that the current tenant mix will not be altered to the lessee's disadvantage by the introduction of a competitor.

## 9—Tenant association

*[Tick 1 box.]*

- ☐ There is no tenant association for the centre.
- ☐ The attachment marked "Details of tenant association" gives details of the nature of the tenant association for the centre, the voting rights of members and the contributions payable by members.

## 10—Advertisement etc of shopping centre

*[Tick 1 box.]*

- ☐ Contributions are not required towards the costs of advertising and promoting the shopping centre.
- ☐ The following is an estimate of the annual contributions that are or may be required towards the costs of advertising and promoting the shopping centre:  
*[Insert estimate.]*

**Form 2—Assignor's disclosure statement under section 45A of *Retail and Commercial Leases Act 1995*****1—Details of lessor**

Name of lessor:

Contact details:

**2—Details of shop for which lease is to be assigned**

Address: *[Provide sufficient details to identify the shop.]*

**3—Lessor's disclosure statement**

*[Tick 1 box.]*

- ☐ The assignor has not provided the assignee with a copy of the lessor's disclosure statement in respect of the lease, together with details of any changes to the information contained in the disclosure statement since the statement was given.
- ☐ The assignor has provided the assignee with a copy of the lessor's disclosure statement in respect of the lease, together with details of any changes to the information contained in the disclosure statement since the statement was given.

**4—Outstanding notices in respect of lease**

*[Tick 1 box.]*

- ☐ There are no outstanding notices in respect of the lease.
- ☐ There are the following outstanding notices in respect of the lease:

Name of person giving notice:

Date of notice:

Details of notice:

**5—Outstanding notices from any authority in respect of shop**

*[Tick 1 box.]*

- ☐ There are no outstanding notices from any authority in respect of the retail shop.
- ☐ There are the following outstanding notices from an authority in respect of the retail shop:

Authority giving notice:

Date of notice:

Details of notice:

**6—Encumbrances on lease**

*[Tick 1 box.]*

- ☐ There are no encumbrances on the lease.
- ☐ There are the following encumbrances on the lease:

Name of holder of encumbrance:



Nature of encumbrance:

*[Tick 1 box.]*

- ☐ The encumbrance is to be discharged or satisfied prior to assignment of the lease.
- ☐ The encumbrance is not to be discharged or satisfied prior to assignment of the lease.

## **7—Encumbrances on, and third party interests in, fixtures and fittings within retail shop**

*[Tick 1 box.]*

- ☐ There are no encumbrances on, or interests of a third party in, any fixtures or fittings within the retail shop.
- ☐ There are the following encumbrances on, or interests of a third party in, any fixtures or fittings within the retail shop:

Name of holder of encumbrance or interest:

Details of fixtures or fittings affected:

Nature of encumbrance or interest:

*[Tick 1 box.]*

- ☐ All encumbrances and interests are to be discharged or satisfied prior to assignment of the lease.
- ☐ The following encumbrances or interests are not to be discharged or satisfied prior to assignment of the lease:  
*[Insert details.]*

## **8—Rent concessions or other benefits**

*[Tick 1 box.]*

- ☐ The lessor has not conferred any rent concessions or other benefits on the assignor during the term of the lease.
- ☐ The lessor has conferred the following rent concessions or other benefits on the assignor during the term of the lease:  
*[Insert details.]*

## **9—Annual sales figures**

The total (aggregate) annual sales figures in respect of the retail shop during the past 3 years (or such lesser period as the lease has been in operation) are as follows:

*[Insert details.]*

## **10—Other information as to trading performance**

The following further information has been provided by the assignor to the assignee as to the trading performance of the retail shop during the past 3 years (or such lesser period as the lease has been in operation):

*[Insert details.]*

Date:

Signature of assignor:

Name:

Address:

### **Acknowledgment of receipt**

I acknowledge receipt of this disclosure statement.

Date:

Signature of assignee:

Name:

Address:

## **Schedule 2—Repeal of *Retail and Commercial Leases Regulations 2010***

The *Retail and Commercial Leases Regulations 2010* are repealed.

### **Editorial note—**

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

### **Made by the Governor**

with the advice and consent of the Executive Council

on 31 July 2025

No 79 of 2025

## STATE GOVERNMENT INSTRUMENTS

### AQUACULTURE ACT 2001

#### *Grant of Emergency Lease*

Pursuant to the provisions of Section 40 of the *Aquaculture Act 2001*, notice is hereby given of the grant of the following emergency lease for the preservation of endangered Southern Bluefin Tuna aquaculture stock within Port Lincoln, South Australia:

LA00546 (Lincoln aquaculture zone)

Further details for the above lease are available through the Aquaculture Public Register; which can be found at [http://www.pir.sa.gov.au/aquaculture/aquaculture\\_public\\_register](http://www.pir.sa.gov.au/aquaculture/aquaculture_public_register) or by contacting Fisheries and Aquaculture, Leasing and Licensing by phone on (08) 8207 5332.

Dated: 23 July 2025

EMILY MELLOR  
General Manager, Aquaculture

### BUILDING WORK CONTRACTORS ACT 1995

#### *Exemption*

Take notice that, pursuant to Section 45 of the *Building Work Contractors Act 1995*, I, Brett Humphrey as a delegate for the Minister for Consumer and Business Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

TRAVIS MARK DUNCHUE (BLD 314103)

#### SCHEDULE 2

Construction of a single storey detached dwelling at Allotment 11, Deposited Plan 71723, being a portion of the land described in Certificate of Title Volume 6167 Folio 918, more commonly known as 27 Day Street, Port Lincoln SA 5606.

#### SCHEDULE 3

1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
2. This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
3. That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of Consumer and Business Services (CBS). Before giving such authorisation, CBS may require the licensee to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:
  - Providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period from the date of completion of the building work the subject of this exemption;
  - Providing evidence of an independent expert inspection of the building work the subject of this exemption;
  - Making an independent expert report available to prospective purchasers of the property;
  - Giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated: 23 July 2025

BRETT HUMPHREY  
Commissioner for Consumer Affairs  
Delegate for the Minister for Consumer and Business Affairs

### THE DISTRICT COURT OF SOUTH AUSTRALIA

#### PORT AUGUSTA CIRCUIT COURT

#### *Sheriff's Office, Adelaide, 5 August 2025*

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

Tuesday, 5 August 2025 at 10am on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences for all matters listed for disposition by the District Court.

Juries will be summoned for 4 August 2025 and persons will be tried on this and subsequent days of the sittings.

*Prisoners in H.M. Gaol and on bail for sentence and for trial at the sittings  
of the Port Augusta Courthouse, commencing 5 August 2025.*

Amos, Donald Kiel	Aggravated assault (3); Unlawfully choking, suffocating or strangling another.	In gaol
Bilney, Shay Ellenn	Application for enforcement of breached bond.	On bail
Birch, Trentyn Daniel	Unlawful sexual intercourse (5).	In gaol
Brown, Ali Jay	Aggravated threatening life; Aggravated assault (2); Aggravated criminal trespass in a place of residence.	On bail
Brumby, Clinton	Prevent person from attending as witness; Basic contravene intervention order— violence.	In gaol
Campbell, John Joseph	Aggravated causing serious harm with intent to cause serious harm; Aggravated causing harm with intent to cause harm; Aggravated affray.	On bail
Ginger, Edward Miller	Aggravated cause harm (with intent) other circumstances.	In gaol
Joyce, Cody James	Trafficking in a controlled drug.	On bail
Puckridge, Ricki David		On bail
McMillan, Brooke Joy	Using a carriage service for child abuse material (by accessing) (5); Using a carriage service for child abuse material (by transmitting).	On bail
Miller, Gordon Cedrick	Traffic (type unknown) in a controlled drug.	In gaol
Mitchell, Gary Francis	Maintain unlawful sexual relationship with child retrospective; Aggravated indecently assault a person (2).	On bail
O'Toole, Keith Brandon	Aggravated serious criminal trespass residence occupied; Aggravated commit assault other circumstances with weapon; Basic commit assault; Aggravated commit assault other circumstance no weapon; Damage building or motor vehicle (not graffiti or unknown); Basic offence; Dishonestly take property without consent.	On bail
Ross, Grant Anthony	Aggravated commit theft using force; Prevent person from attending as witness; Basic contravene intervention order - violence; Fail to comply with bail agreement.	On bail
Strangways, Cara Susan	Traffic (type unknown) in a controlled drug.	On bail
Williamson, Ashley Patrick	Basic contravene intervention order - violence; Aggravated commit assault against own child/spouse no weapon; Basic contravene intervention order term (3); Prevent person from attending as witness (3).	In gaol
Willis, Brandon Stanley Thomas	Sexual abuse of a child; Gross indecency.	On bail

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

By order of the Court,

L. TURNER  
Sheriff

FISHERIES MANAGEMENT (GENERAL) REGULATIONS 2017

REGULATION 23F

*Determination—Taking of Cuttlefish in the Cuttlefish Closure Area of Spencer Gulf*

As delegate of the Minister for Primary Industries and Regional Development, I Professor Gavin Begg, Executive Director of Fisheries and Aquaculture make the following determination for the purposes of Regulation 23F of the *Fisheries Management (General) Regulations 2017* regarding the taking of cuttlefish from the cuttlefish closure area in the Upper Spencer Gulf, unless this notice is otherwise varied or revoked:

Dr Ryan Baring from Flinders University and his nominated agents, Lauren Meyer, Zoe Doubleday and Bethany Jackel of the University of South Australia, and persons acting under the supervision of Dr Baring and or the nominated agents may take a maximum of eighty (80) naturally dead individuals of Giant Australian Cuttlefish (*Sepia apama*) for research purposes in the cuttlefish closure area of Spencer Gulf consistent with the activities approved under Ministerial exemption ME9903373 from 30 July 2025 until 29 July 2026.

This determination is made subject to the following conditions:

1. The taking of cuttlefish species for the purpose of the determination is authorised in the cuttlefish closure area which is in the waters of Spencer Gulf north of the line commencing at the Mean High-Water Springs closest to 33°55'39.892" South 136°34'20.163" East (near Arno Bay) to the Mean High-Water Springs closest to 33°55'39.896" South 137°37'14.557" East (Wallaroo Jetty).
2. The method and gear to collect these species is limited to hand nets with dimensions of 50 cm x 50 cm, used on the Research Vessels *RV Tethys*, *RV Tom Thumb*, *RV Bungaree*, and *RV Polycraft*.
3. Only a maximum of 80 cuttlefish landed naturally dead, when using the gear and method described in (3), may be taken for research purposes pursuant to this determination and consistent with Ministerial exemption ME9903373.

Dated: 29 July 2025

PROFESSOR GAVIN BEGG  
Executive Director  
Fisheries and Aquaculture  
Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 115

*Ministerial Exemption ME9903373*

Take notice that pursuant to Section 115 of the *Fisheries Management Act 2007*, Dr Ryan Baring of Flinders University, Sturt Road, Bedford Park (the 'exemption holder') and his nominated agents, are exempt from Section 70 of the *Fisheries Management Act 2007* and Regulation 5(a) and Clause 125 of Schedule 6 of the *Fisheries Management (General) Regulations 2017* but only insofar as the exemption holder and his nominated agents may engage in activities involving the collection of naturally dead Giant Australian Cuttlefish (*Sepia apama*) found within the Cephalopod Exclusion Zone described in Schedule 1, subject to the conditions set out in Schedule 2, from 30 July 2025 until 29 July 2026, unless varied or revoked earlier.

## SCHEDULE 1

The **Cephalopod Exclusion Zone means**—The waters of or near False Bay contained within and bounded by a lune commencing at Mean High Water Springs closest to 33°02'10.14" South, 137°35'49.30" East, then beginning north-westerly following the line of Mean High Water Springs to the location closest to 33°00'00.70" South, 137°47'08.74" East (near Point Lowly Lighthouse), then south-westerly to the southern end of the jetty at Port Bonython at the location closest to 33°00'48.20" South, 137°45'55.31" East, then south-westerly to the south-eastern end of the BHP jetty at the location closest to 33°02'11.59" South, 137°35'56.64" East, then north-westerly along the said jetty to the point of commencement, but excluding any land or waters so encompassed that lie landward of the line of Mean High Water Springs (GDA2020).

## SCHEDULE 2

1. The nominated agents of the exemption holder pursuant to this Ministerial exemption are:
  - Lauren Meyer—Flinders University, Sturt Road, Bedford Park, 5042
  - Zoe Doubleday—University of South Australia, Mawson Lakes Blvd, Mawson Lakes, 5095
  - Bethany Jackel—Flinders University, Sturt Road, Bedford Park, 5042.
2. The exemption holder or nominated agents may be assisted by Flinders University student field assistants and volunteers but only where the exemption holder or his nominated agents are present.
3. The exemption holder or nominated agent may only take up to a maximum of eighty (80) naturally dead Giant Australian Cuttlefish specimens over the term of this notice.
4. The gear used to collect specimens is limited to:
  - 1x hand net—50cm x 50cm
  - Collection by hand.
5. The exemption holder or his agents must notify the Department of Primary Industries and Regions (PIRSA) Fishwatch on 1800 065 522 prior to commencing the collection of Giant Australian Cuttlefish on each day and answer a series of questions about the exempted activity. The exemption holder will need to have a copy of the exemption notice at the time of making the call and be able to provide information about the area and time of the exempted activity, and the boats involved in undertaking the exempted activity and other related questions.
6. The exemption holder will be deemed responsible for the conduct of all nominated agents, assistants and volunteers conducting the exempted activities under this notice. Whilst engaged in the exempted activity the exemption holder or nominated agents must be in possession of a copy of this notice and must be produced to a Fisheries Officer if requested.
7. Vessel, vehicles and research equipment used to undertake research activities under this exemption must be clearly identifiable as belonging to Flinders University. Where possible when undertaking the exempted activities, all persons should be clearly identifiable as Flinders University staff or affiliates.
8. The exemption holder, or agent must not contravene or fail to comply with the *Fisheries Management Act 2007*, or any Regulations made under the Act, except where specifically exempted by this notice.

This notice does not purport to override the provisions or operation of any other Act including, but not limited to, the *Marine Parks Act 2007*. The exemption holder and his agents must comply with any relevant Regulations, permits, requirements and directions from the Department for Environment and Water when undertaking activities within a marine park.

Dated: 29 July 2025

PROFESSOR GAVIN BEGG  
Executive Director  
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

## HIGHWAYS ACT 1926

## SECTION 26(3)

*Care, Control and Management of Local Roads*

I, Gemma Kernich delegate of the Commissioner of Highways, with the approval of the Minister for Infrastructure and Transport, and pursuant to my delegated powers under Section 12A of the *Highways Act 1926* do hereby give notice that I will undertake the care, control and management of the following local roads, within the boundaries of the City of West Torrens until further notice, in association with the North-South, River Torrens to Darlington Project:

- Marleston Avenue (partial)
- Hare Street (partial)
- Barwell Avenue (partial)
- Everard Avenue (partial)

The extent of the Commissioners care, control and management is identified in blue in the attached plan.

Dated: 30 July 2025

GEMMA KERNICH  
Delegate of the Commissioner of Highways

HOUSING IMPROVEMENT ACT 2016

Rent Control

In the exercise of the powers conferred by the *Housing Improvement Act 2016*, the Delegate of the Minister for Housing and Urban Development hereby fixes the maximum rental amount per week that shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each premises described in the following table. The amount shown in the said table shall come into force on the date of this publication in the Gazette.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio	Maximum Rental per week payable
38 Midlow Road, Elizabeth Downs SA 5113	Allotment 2 Deposited Plan 32315 Hundred of Munno Para	CT5421/673	\$225.00
19 Laureate Street, Port Pirie West SA 5540	Allotment 8 Deposited Plan 1575 Hundred of Pirie	CT5659/863	\$125.00

Dated: 31 July 2025

CRAIG THOMPSON  
Housing Regulator and Registrar  
Housing Safety Authority  
Delegate of the Minister for Housing and Urban Development

HOUSING IMPROVEMENT ACT 2016

Rent Control Revocations

In the exercise of the powers conferred by the *Housing Improvement Act 2016*, the Delegate of the Minister for Housing and Urban Development hereby revokes the maximum rental amount per week that shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each premises described in the following table.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
6 Edmund Avenue, Unley SA 5061	Allotment 2 Deposited Plan 53263 Hundred of Adelaide	CT5718/556
1368 North East Road, Tea Tree Gully SA 5091	Allotment 100 Filed Plan 132891 Hundred of Yatala	CT5476/731
20 Seventh Street, Gawler South SA 5118	Allotment 95 Filed Plan 153896 Hundred of Mudla Wirra	CT5772/776

Dated: 31 July 2025

CRAIG THOMPSON  
Housing Regulator and Registrar  
Housing Safety Authority  
Delegate of the Minister for Housing and Urban Development

LAND ACQUISITION ACT 1969

SECTION 16

Form 5—Notice of Acquisition

1. Notice of acquisition

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:  
Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 12 in Filed Plan 160189 comprised in Certificate of Title Volume 6207 Folio 22, and being the whole of the land identified as Allotment 45 in D136786 lodged in the Lands Titles Office.

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

2. Compensation

A person who has or had an interest consisting of native title or an alienable 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.

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Daniel Tuk  
GPO Box 1533  
Adelaide SA 5001  
Telephone: (08) 7133 2479

Dated: 29 July 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO  
Director, Property Acquisition  
(Authorised Officer)  
Department for Infrastructure and Transport

## LAND ACQUISITION ACT 1969

## SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

First: Comprising an unencumbered estate in fee simple in that piece of land being whole of Allotment 13 Filed Plan 160190 comprised in Certificate of Title Volume 5756 Folio 790.

Secondly: Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 12 Filed Plan 160189 comprised in Certificate of Title Volume 6207 Folio 22 and being the whole of the land identified as Allotment 45 in D136786 lodged in the Lands Titles Office.

Thirdly: Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 68 Filed Plan 159945 comprised in Certificate of Title Volume 6054 Folio 992 and being the whole of the land identified as Allotment 40 in D136786 lodged in the Lands Titles Office.

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

**2. Compensation**

A person who has or had an interest consisting of native title or an alienable 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.

**2A. Payment of professional costs relating to acquisition (Section 26B)**

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

**3. Inquiries**

Inquiries should be directed to: Daniel Tuk  
GPO Box 1533  
Adelaide SA 5001  
Telephone: (08) 7133 2479

Dated: 29 July 2025

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO  
Director, Property Acquisition  
(Authorised Officer)  
Department for Infrastructure and Transport

File Reference: 2024/06921/01

## LANDSCAPE SOUTH AUSTRALIA ACT 2019

*Notice of Authorisation to Take Water from the Tatiara Prescribed Wells Area*

*Ref. 415547*

Pursuant to Section 105 of the *Landscape South Australia Act 2019* (the Act), I, Sue Hutchings, delegate of the Minister for Climate, Environment and Water (the Minister) to whom the Act is committed, hereby authorise the taking of water from the Tatiara Prescribed Wells Area, from the prescribed well specified in Schedule A, for the purpose set out in Schedule B and subject to the conditions specified in Schedule C.

## SCHEDULE A

*Prescribed Well*

Well unit number 7025-03781.

## SCHEDULE B

*Purpose*

For operating the meat processing plant at Bordertown in the Limestone Coast of South Australia.

## SCHEDULE C

*Conditions*

- Water may only be taken from the date of publication of this notice until 30 June 2028.
- The volume of water permitted to be extracted each water use year must not exceed 75,000 kilolitres.
- The water user must not take water except through a meter(s) supplied, installed and maintained in accordance with the South Australian Licensed Water Use Meter Specification approved by the Minister and as may be amended from time to time.
- Meter readings must be used to determine the quantity of water taken from the well.
- The water user must measure and record, for the well referred to in Schedule A, at least once during each calendar month, at the same time during each calendar month:
  - meter readings; and
  - extraction volumes.
- The water user must measure and record, at least once during each calendar month, at the same time during each calendar month, the water level of well unit number 7025-03319.

7. The water user must supply the data collected under Conditions 5 and 6 to the Department for Environment and Water on an annual basis, by emailing it to [DEWMeteringSouthEast@sa.gov.au](mailto:DEWMeteringSouthEast@sa.gov.au) and [dewwaterlicensing.sa.gov.au](mailto:dewwaterlicensing.sa.gov.au).
8. The scheme must be operated in accordance with the Tatiara Water Allocation Plan that is current at the time of water take.
9. If any device used to measure and collect data relevant to this authorisation fails to accurately measure or record, or there is any reason to suspect that the device may be defective, then the water user must notify the Minister's representative immediately, replace or repair the device as soon as practical and provide suitable alternative data to replace missing data.
10. The water user must comply with the provisions applying to meters set out in Regulation 12 of the *Landscape South Australia (Water Management) Regulations 2020*. It is an offence to contravene or fail to comply with those provisions.

For the purposes of this authorisation:

‘Water user’ means a person who is authorised to take water pursuant to this notice.

‘Financial year’ means a period of 12 months commencing on 1 July and ending 30 June the following calendar year.

For the purpose of determining a penalty for unauthorised water use, as declared under Section 88 of the Act, the ‘volumetric limit’ of this authorisation is 75,000 kilolitres per financial year.

Words used in this authorisation that are defined in the Act shall have the meanings as set out in the Act.

This authorisation will commence on the date below and will remain in effect until 30 June 2028 unless earlier varied or revoked.

Dated: 24 July 2025

SUE HUTCHINGS  
Executive Director, Water and River Murray  
Department for Environment and Water

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#### NATIONAL PARKS AND WILDLIFE ACT 1972

##### *Monarto Parks Management Plan—Draft*

I, Michael Joseph Williams, Director of National Parks and Wildlife, hereby give notice under the provisions of Section 38 of the *National Parks and Wildlife Act 1972* that the draft Monarto Parks Management Plan has been prepared for Ferries-McDonald Conservation Park, Kinchina Conservation Park, Monarto Conservation Park and Monarto Woodlands Conservation Park.

Copies of the draft plans may be obtained from:

- Department for Environment and Water Customer Service Centre, Ground Floor, 81-95 Waymouth Street, Adelaide SA 5000
- State Flora Nursery office, 25 Bremmer Road, Murray Bridge SA 5253

Or online at:

- <https://yoursay.sa.gov.au>
- <https://www.parks.sa.gov.au/park-management/management-plans>

Any person may make representations in connection with the draft plan during the period up to and including 5pm Saturday 1 November 2025.

Written comments should be forwarded to National Parks and Protected Area Program Unit, Department for Environment and Water, GPO Box 1047 Adelaide SA 5001 or e-mailed to [DEWProtectedAreaManagement@sa.gov.au](mailto:DEWProtectedAreaManagement@sa.gov.au)

Dated: 16 July 2025

M. J. WILLIAMS  
Director of National Parks and Wildlife  
Delegate of the Minister for Climate, Environment and Water

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#### NATIONAL PARKS AND WILDLIFE ACT 1972

##### *Small Central Lofty Parks Management Plan—Draft*

I, Michael Joseph Williams, Director of National Parks and Wildlife, hereby give notice under the provisions of Section 38 of the *National Parks and Wildlife Act 1972* that the draft Small Central Lofty Parks Management Plan has been prepared for Mark Oliphant Conservation Park, Mount George Conservation Park, Mylor Conservation Park and The Knoll Conservation Park.

Copies of the draft plans may be obtained from:

- Department for Environment and Water Customer Service Centre, Ground Floor, 81-95 Waymouth Street, Adelaide SA 5000
- Black Hill National Parks and Wildlife Service Office, 115 Maryvale Road, Athelstone SA 5076

Or online at:

- <https://yoursay.sa.gov.au>
- <https://www.parks.sa.gov.au/park-management/management-plans>

Any person may make representations in connection with the draft plan during the period up to and including 5pm Saturday 1 November 2025.

Written comments should be forwarded to National Parks and Protected Area Program Unit, Department for Environment and Water, GPO Box 1047 Adelaide SA 5001 or e-mailed to [DEWProtectedAreaManagement@sa.gov.au](mailto:DEWProtectedAreaManagement@sa.gov.au).

Dated: 16 July 2025

M. J. WILLIAMS  
Director of National Parks and Wildlife  
Delegate of the Minister for Climate, Environment and Water

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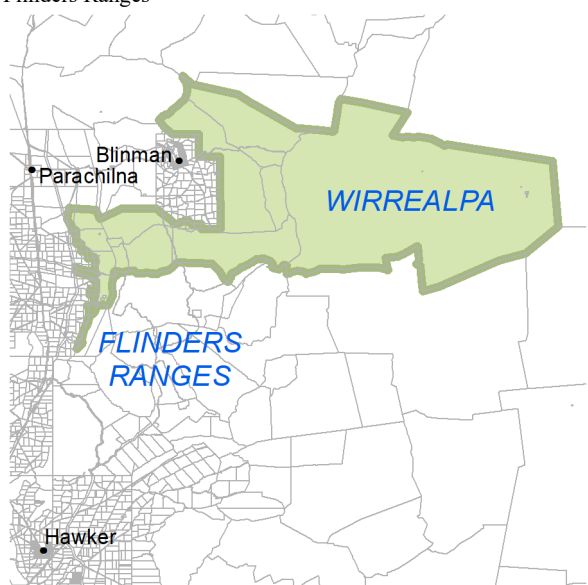
## PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

## SECTION 76

*Amendment to the Planning and Design Code**Preamble*

It is necessary to amend the Planning and Design Code (the Code) in operation at 17 July 2025 (Version 2025.13) in order to make changes of form relating to the Code's spatial layers and their relationship with land parcels. Note: There are no changes to the application of zone, subzone or overlay boundaries and their relationship with affected parcels or the intent of policy application as a result of this amendment.

1. Pursuant to Section 76 of the *Planning, Development and Infrastructure Act 2016* (the Act), I hereby amend the Code in order to make changes of form (without altering the effect of underlying policy), correct errors and make operational amendments as follows:
  - (a) Undertake minor alterations to the geometry of the spatial layers and data in the Code to maintain the current relationship between the parcel boundaries and Code data as a result of the following:
    - (i) New plans of division deposited in the Land Titles Office between 9 July 2025 and 22 July 2025 affecting the following spatial and data layers in the Code:
      - A. Zones and subzones
      - B. Technical and Numeric Variations
        - Building Heights (Levels)
        - Building Heights (Metres)
        - Concept Plan
        - Minimum Frontage
        - Minimum Site Area
        - Minimum Primary Street Setback
        - Minimum Side Boundary Setback
        - Future Local Road Widening Setback
        - Site Coverage
      - C. Overlays
        - Affordable Housing
        - Character Area
        - Coastal Areas
        - Design
        - Future Local Road Widening
        - Future Road Widening
        - Hazards (Bushfire—High Risk)
        - Hazards (Bushfire—Medium Risk)
        - Hazards (Bushfire—General Risk)
        - Hazards (Bushfire—Urban Interface)
        - Hazards (Bushfire—Regional)
        - Hazards (Bushfire—Outback)
        - Heritage Adjacency
        - Local Heritage Place
        - Noise and Air Emissions
        - State Heritage Place
        - Stormwater Management
        - Urban Tree Canopy
    - (ii) Improved spatial data for existing land parcels in the following locations (as described in Column A) that affect data layers in the Code (as shown in Column B):

Location (Column A)	Layers (Column B)
	Zones Overlays <ul style="list-style-type: none"> <li>- Heritage Place Adjacency</li> <li>- Key Outback and Rural Routes</li> <li>- Significant Landscape Protection</li> <li>- State Heritage Place</li> </ul>

(b) In Part 13 of the Code—Table of Amendments, update the publication date, Code version number, amendment type and summary of amendments within the ‘Table of Planning and Design Code Amendments’ to reflect the amendments to the Code as described in this Notice.

2. Pursuant to Section 76(5)(a) of the Act, I further specify that the amendments to the Code as described in this Notice will take effect upon the date those amendments are published on the SA planning portal.

Dated: 29 July 2025

GREG VAN GAANS  
 Director, Geospatial, Data Science and Analytics,  
 Department for Housing and Urban Development  
 Delegate of the Minister for Planning

## PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

### SECTION 76

#### *Amendment to the Planning and Design Code*

#### *Preamble*

It is necessary to amend the Planning and Design Code (the Code) in operation at 24 July 2025 (Version 2025.13.1) in order to make the following minor or operational amendments:

- to correct errors relating to missing Minimum Site Area and Minimum Frontage Technical and Numeric Variation (TNV) data for some properties within Hills Neighbourhood Zone
  - to address inconsistencies in relation to:
    - the application of policy from the Regulated and Significant Tree Overlay to performance assessed land division
    - the application of policy from the Local and State Heritage Place Overlays to performance assessed fence
  - to remove irrelevant material (the Local Heritage Place Overlay) from properties that have been sub-divided at Norwood and Hindmarsh Valley
  - to remove the Local Heritage Place Overlay from Local Heritage Places that have been demolished at Naracoorte and Freeling
  - to include new, provisionally listed State Heritage Places in Brinkworth and Gladstone
  - to update the spatial extent of existing State Heritage Places at Wudinna and Tantanoola.
1. Pursuant to Section 76 of the *Planning, Development and Infrastructure Act 2016* (the Act), I hereby amend the Code in order to make the following minor or operational amendments:
- (a) In Part 2—Zones and Subzones, in the assessment provisions of the Hills Neighbourhood Zone, apply:
- (i) the Minimum Site Area TNV layer to DTS/DPF 2.1(a)
  - (ii) the Minimum Frontage TNV layer to DTS/DPF 2.1(b).
- (b) In Part 2—Zones and Subzones, for the following zones, apply Regulated and Significant Tree Overlay [Land Division] PO 3.1 as applicable Overlay policy for class of development ‘land division’ in Table 3—Applicable Policies for Performance Assessed Development:
- (i) Employment
  - (ii) Established Neighbourhood
  - (iii) General Neighbourhood
  - (iv) Hills Neighbourhood
  - (v) Motorsport Park
  - (vi) Township Neighbourhood
  - (vii) Urban Neighbourhood.

- (c) In Part 2—Zones and Subzones, for the following zones, apply Local Heritage Place Overlay [Ancillary Development] PO 3.4 as applicable Overlay policy for class of development ‘fence’ in Table 3—Applicable Policies for Performance Assessed Development:
- (i) Business Neighbourhood
  - (ii) City Living
  - (iii) Established Neighbourhood
  - (iv) General Neighbourhood
  - (v) Golf Course Estate
  - (vi) Hills Neighbourhood
  - (vii) Housing Diversity Neighbourhood
  - (viii) Local Activity Centre
  - (ix) Master Planned Neighbourhood
  - (x) Master Planned Renewal
  - (xi) Master Planned Township
  - (xii) Neighbourhood
  - (xiii) Productive Rural Landscape
  - (xiv) Remote Areas
  - (xv) Residential Park
  - (xvi) Rural
  - (xvii) Rural Aquaculture
  - (xviii) Rural Horticulture
  - (xix) Rural Intensive Enterprise
  - (xx) Rural Living
  - (xxi) Rural Neighbourhood
  - (xxii) Rural Settlement
  - (xxiii) Rural Shack Settlement
  - (xxiv) Strategic Innovation
  - (xxv) Suburban Activity Centre
  - (xxvi) Suburban Business
  - (xxvii) Suburban Main Street
  - (xxviii) Suburban Neighbourhood
  - (xxix) Township
  - (xxx) Township Activity Centre
  - (xxxi) Township Main Street
  - (xxxii) Township Neighbourhood
  - (xxxiii) Urban Activity Centre
  - (xxxiv) Urban Renewal Neighbourhood
  - (xxxv) Waterfront Neighbourhood.
- (d) In Part 2—Zones and Subzones, in the Business Neighbourhood Zone, apply State Heritage Place Overlay [Ancillary Development] PO 3.4 as applicable Overlay policy for class of development ‘fence’ in Table 3—Applicable Policies for Performance Assessed Development.
- (e) In Part 2—Zones and Subzones, in the Business Neighbourhood Zone, remove Local Heritage Place Overlay [Ancillary Development] PO 3.1 and State Heritage Place Overlay [Ancillary Development] PO 3.1 from applying to class of development ‘fence’ in Table 3—Applicable Policies for Performance Assessed Development.
- (f) Amend the spatial layer of the Local Heritage Place Overlay so that it does not apply to 92A George Street, Norwood (CT5957/525) and update the Heritage Adjacency Overlay to reflect this change.
- (g) Amend the spatial layer of the Local Heritage Place Overlay as it relates to ‘Dwelling—‘Corrumbene’, Heritage No. 14655’ so that it only applies to 35 Stirling Court, Hindmarsh Valley (CT 6081/284) and update the Heritage Adjacency Overlay to reflect this change.
- (h) Amend the spatial layer of the Local Heritage Place Overlay so that it does not apply to the following properties and update the Heritage Adjacency Overlay to reflect these changes:
- (i) 138 Old Kingston Road, Naracoorte (CT5643/261)
  - (ii) 6-10 Gray Street, Freeling (CT5528/452 and CT5528/453)
  - (iii) 2-4 Gray Street, Freeling (CT5827/970).
- (i) In Part 11—Local Heritage Places, in the section applying to ‘Naracoorte Lucindale’, remove the following row from the Table of Local Heritage Places:

Old Kingston Road Stewart Range	Former Dwelling “Sarnia” (ruins); Surviving fabric of stone and iron buildings	a b e	25590
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- (j) In Part 11—Local Heritage Places, in the section applying to ‘Light’, remove the following rows from the Table of Local Heritage Places:

6-8 Gray Street Freeling	Former Chaff Mill; The external form, materials and details of the former chaff mill. (Location: building straddles boundary of both CTs)	a d	17675
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15 Gray Street Freeling	Former Shop; The external form, materials and details of the 1909 shop, including shopfront doors, veranda and parapet.	a d	17679
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- (k) Amend the spatial layer of the State Heritage Place Overlay so that it applies to and reflects the following properties and update the spatial layer of the Heritage Adjacency Overlay to reflect these changes:

- (i) Kaurna Ngadjuri Country, Lot 32 Main Street, Brinkworth—Brinkworth Bulk Grain Handling Complex—State Heritage Number: 26601 (Heritage ID 28580)
- (ii) Nukunu Country, 16251 Horrocks Highway, Gladstone—Gladstone Bulk Grain Handling Complex—State Heritage Number: 26603 (Heritage ID 28581)

- (l) In Part 11—State Heritage Places, in the section applying to ‘Wakefield’, insert the following row in the Table of State Heritage Places immediately after the row applying to ‘33-35 Moore Street Blyth’:

Kaurna Ngadjuri Country, Lot 32 Main Street Brinkworth	Brinkworth Bulk Grain Handling Complex	A D	28580
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- (m) In Part 11—State Heritage Places, in the section applying to ‘Northern Areas’, insert the following row in the Table of State Heritage Places immediately after the row applying to ‘44 Gladstone Terrace Gladstone’:

Nukunu Country, 16251 Horrocks Highway Gladstone	Gladstone Bulk Grain Handling Complex	A G	28581
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- (n) Amend the spatial layer of the State Heritage Place Overlay as it relates to ‘Mount Wudinna & Environs (Mount Wudinna, Little Wudinna, Poldia Rock and Turtle Rock) (designated place of geological significance) Wudinna’ (Heritage Number 16586) so that it applies only to the following allotments and update the spatial layer of the Heritage Adjacency Overlay to reflect these changes:

- (i) CR5763/286
- (ii) CR5897/847
- (iii) CR6196/869
- (iv) CR6199/369
- (v) CT5897/848
- (vi) CT5958/645
- (vii) CT5958/646

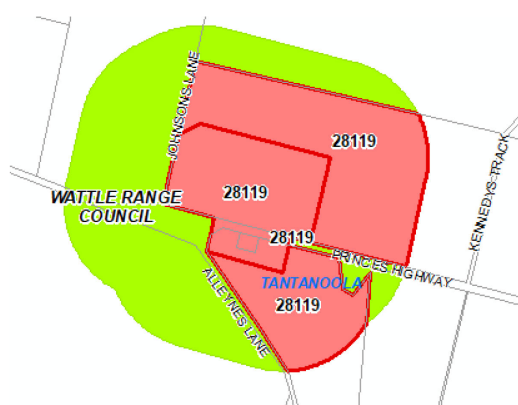
- (o) Amend the spatial layer of the State Heritage Place Overlay as it relates to ‘Green Waterhole—Tank Cave Fossil Complex (designated place of palaeontological, speleological and geological significance) Tantanoola’ (Heritage Number 28119) so that it applies to all of the land shaded ‘red’ in the map contained in Attachment A and update the spatial layer of the Heritage Adjacency Overlay to reflect these changes.

2. Pursuant to Section 76(5)(a) of the Act, I further specify that the amendments to the Code as described in this Notice will take effect upon the date those amendments are published on the SA planning portal.

Dated: 29 July 2025

DAMIEN GENCARELLI  
Acting Manager, Planning and Design Code  
Department for Housing and Urban Development  
Delegate of the Minister for Planning

ATTACHMENT A



Note: colour version available once published <https://governmentgazette.sa.gov.au/>

## TRANSPLANTATION AND ANATOMY ACT 1983 (SA)

## SECTION 33, PART 6

*Instrument of Authorisation*

Pursuant to Section 33(2) of the of the *Transplantation and Anatomy Act 1983* ("the Act"), I hereby authorise the establishment of a school of anatomy for the teaching and study of anatomy within the Flinders University, being a prescribed institution pursuant to Section 33(1) of the Act.

This authorisation is for the use of pre-prepared human cadaveric material (potted prosected anatomy and pathology specimens, and skeletal specimens) for the teaching and study of anatomy at the Flinders University Rural Medical Program site, located at 24 Vivienne Avenue, Mt Gambier, South Australia.

This authorisation operates from the date of signing and has effect until 31 July 2029.

This authorisation may be varied or revoked by the Minister for Health and Wellbeing at any time.

Dated: 15 July 2025

HON CHRIS PICTON  
Minister for Health and Wellbeing

## TRANSPLANTATION AND ANATOMY ACT 1983 (SA)

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This authorisation is for the use of pre-prepared human cadaveric material (potted prosected anatomy and pathology specimens, and skeletal specimens) for the teaching and study of anatomy at the Flinders University Rural Medical Program site, located at Ral Ral Avenue, Renmark, South Australia.

This authorisation operates from the date of signing and has effect until 31 July 2029.

This authorisation may be varied or revoked by the Minister for Health and Wellbeing at any time.

Dated: 15 July 2025

HON CHRIS PICTON  
Minister for Health and Wellbeing

## LOCAL GOVERNMENT INSTRUMENTS

### CITY OF HOLDFAST BAY

#### *Adoption of Valuations and Declaration of Rates*

Notice is given that at its meeting on 22 July 2025, and in relation to the 2025/2026 financial year, the Council, in exercise of the powers contained in Chapter 10 of the *Local Government Act 1999*:

1. Adopted for rating purposes the most recent valuations of the State Valuation Office of the capital value of all land in its area totalling \$24,357,702,800.
2. Declared a differential general rate of 0.183036 cents in the dollar of the capital value of rateable land, used for Residential and Other Land uses.
3. Declared a differential general rate of 0.306111 cents in the dollar of the capital value of rateable land, used for Commercial (Shop), Commercial (Office), Commercial (Other), Industrial (Light), Industrial (Other) and Vacant Land uses.
4. Imposed a minimum amount payable by way of general rate of \$1,295.
5. Declared a differential separate rate of 0.118761 cents in the dollar of the capital value of rateable land:
  - (a) with a frontage to Jetty Road, Glenelg or Moseley Square: and
  - (b) within the side streets that intersect with Jetty Road, Glenelg between High Street, Glenelg and Augusta Street, Glenelg; and
  - (c) the entire site referred to as the Holdfast Shores 2B Entertainment Centre; and
  - (d) that has a land use of Commercial—Shop (Category b), Commercial—Office (Category c) and Commercial—Other (Category d).
6. Declared a separate rate of 0.96799 cents in the dollar of the capital value of rateable land within the Patawalonga basin bounded by the high-water mark and fixed the maximum amount payable by way of this separate rate at \$978.
7. Declared a separate rate by way of a levy of 0.0064949 cents in the dollar of the capital value of rateable land in the Council's area for the Regional Landscape Levy in the catchment area of the Green Adelaide Board.

Due dates for rates being 8 September 2025, 1 December 2025, 2 March 2026 and 1 June 2026.

Dated: 31 July 2025

P. JACKSON  
Chief Executive Officer

### CITY OF MARION

#### LOCAL GOVERNMENT ACT 1999

#### *Declaration of Public Roads—Notice of Intention*

Notice is hereby given, pursuant to Section 210(2)(b) of the *Local Government Act 1999*, that the City of Marion at its meeting held on 22 July 2025, resolved to give notice and commence the process to convert the private roads delineated in Deposited Plan 2334 and known as Barry Road, Johnstone Road, Keames Road, Crozier's Terrace, Crozier Terrace and Murray Terrace to be declared public roads.

Dated: 23 July 2025

TONY HARRISON  
Chief Executive Officer

### CITY OF MARION

#### LOCAL GOVERNMENT ACT 1999

#### *Exclusion of Land from Community Land Classification*

Notice is hereby given that pursuant to Section 193(4) of the *Local Government Act 1999*, the Council resolved at its meeting held on 22 July 2025, that the whole of the land comprised in Certificate of Title Volume 5524 Folio 204, 266 Sturt Road Marion, be excluded from classification as Community Land.

Dated: 25 July 2025

TONY HARRISON  
Chief Executive Officer

### CITY OF NORWOOD PAYNEHAM & ST PETERS

#### *Adoption of Valuations and Declaration of Rates 2025-2026*

Notice is hereby given that at the Meeting held on 7 July 2025, the Council of the Corporation of the City of Norwood Payneham & St Peters, in exercising the powers contained in Chapter 10 of the *Local Government Act 1999*, resolved the following in relation to the 2025-2026 financial year:

1. Adopted, for rating purposes, the Valuer-General's valuation of capital values in its area totalling \$25,557,690,720.
2. Declared differential general rates on rateable land within its area as follows:
  - for residential land use, 0.18297 cents-in-the-dollar on the Capital Value of the land; and
  - for Commercial (Shop), Commercial (Office), Commercial (Other), Industrial (Light), Industrial (other), Primary Production, Vacant Land and Other land uses, 0.21956 cents in the dollar on the capital value of the land.
3. Fixed a minimum amount payable by way of general rates of \$1,386 in respect of all rateable land within its area.

4. Declared a separate rate of 0.006541 cents-in-the-dollar on the Capital Value of rateable land in its area within the area of The Green Adelaide Board to recover the levy payable to the Board.
5. Declared a differential separate rate of 0.042350 cents in the dollar on the Capital Value of all land classified as Category (b) Commercial Shop, Category (c) Commercial Office, Category (d) Commercial Other and Category (e) Industrial Light within the area defined to constitute the Parade Precinct for these purposes.

Dated: 31 July 2025

MARIO BARONE PSM  
Chief Executive Officer

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CITY OF ONKAPARINGA

*Place Naming—Joplin Park*

Notice is hereby given that at its meeting held on 15 July 2025, pursuant to Section 219 of the *Local Government Act 1999*, the City of Onkaparinga assigned the formal name Joplin Park for the land between Joplin Court and Marley Court in Woodcroft, described as:

- Allotments (Reserve) 52 and 64 in Deposited Plan 21502 comprised in Certificates of Title Volume 5538 Folio 596 and 588
- Allotment (Reserve) 55 in Deposited Plan 24974 comprised in Certificate of Title Volume 5377 Folio 402
- Allotment (Reserve) 118 in Deposited Plan 23053 comprised in Certificate of Title Volume 5387 Folio 54.

Dated: 31 July 2025

P. NGUYEN  
Chief Executive Officer

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CITY OF PORT ADELAIDE ENFIELD

*Assignment of Names for Public Roads*

Notice is hereby given that the City of Port Adelaide Enfield under Delegated Authority resolved pursuant to Section 219(1) of the *Local Government Act 1999* that new roads located in the suburbs of Taperoo and Port Adelaide be assigned the street names as detailed below:

- New roads be assigned the names Downes Lane and Breezeway Lane, Taperoo
- New roads be assigned the names Tuluk Lane, Yuku Street, Marjorie Tripp Avenue, Cargo Lane, Dock One Boulevard and Compass Lane, Port Adelaide

Plans that delineate the public roads that have been assigned street names in line with Council's Street Naming & Numbering Policy are available for inspection on Council's website: <https://www.cityofpae.sa.gov.au/connect/media-hub/public-notice>.

Dated: 31 July 2025

MARK WITHERS  
Chief Executive Officer

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PORT AUGUSTA CITY COUNCIL

*Adoption of Valuation*

The Corporation of the City of Port Augusta for the 2025/2026 financial year adopted the valuations of the Valuer-General of capital values for all land in the area of the Council of \$2,364,224,500 and specifies the 28<sup>th</sup> day of July 2025, as the day upon which the adoption of such valuations become the valuations of the Council.

**Declaration of Rates**

1. The Council declared differential general rates according to locality and the use of the land based upon capital value for the year ending 30 June 2026, as follows:
  - (a) In the area of the City zoned in the Planning and Design Code 2021 as Rural Shack Settlement, Rural Living, Conservation, Rural, and Rural Neighbourhood:
    - (i) 0.4289 cents in the dollar on rateable land with a land use category of (a) Residential;
    - (ii) 1.0723 cents in the dollar on all rateable land with a land use category of (b) Commercial - Shop, (c) Commercial—Office, (d) Commercial—Other, (e) Industry—Light and (f) Industry—Other; and
    - (iii) 0.4289 cents in the dollar for all rateable land with a land use category of (g) Primary Production; and
    - (iv) 0.8042 cents in the dollar for all rateable land with a land use category of (h) Vacant Land; and
    - (v) 0.5361 cents in the dollar for all rateable land with a land use category of (i) Other.
  - (b) In all other areas of the City not specifically referred to in sub-paragraphs (a) above:
    - (i) 0.5361 cents in the dollar on rateable land with a land use category of (a) Residential
    - (ii) 1.0723 cents in the dollar on all rateable land with a land use category of (b) Commercial—Shop, (c) Commercial—Office, (d) Commercial—Other, (e) Industry—Light and (f) Industry—Other; and
    - (iii) 0.4289 cents in the dollar for all rateable land with a land use category of (g) Primary Production; and
    - (iv) 0.8042 cents in the dollar for all rateable land with a land use category of (h) Vacant Land; and
    - (v) 0.5361 cents in the dollar for all rateable land with a land use category of (i) Other.
2. The Council imposed a fixed charge of \$900 on rateable land within the area of the Council.
3. The Council imposed an annual service charge of \$570 per unit for all vacant and occupied properties to which the effluent drainage disposal services is made available for the 2025/2026 financial year in the Willsden (including Zanuckville and Conwaytown), Augusta Park, Hospital Road, Port Augusta North (Transcontinental Estate) and Stirling North Community Waste Water Management Schemes.

## 4. The Council imposed:

- (a) an annual service charge of \$240 for the purpose of a kerbside waste collection and recycling service for all occupied properties within the City of Port Augusta (with the exception of the Commissariat Point & Blanche Harbor Coastal home localities and Miranda Township) to which the service is provided or made available in the 2025/2026 financial year.
- (b) an annual service charge of \$120 for the purpose of a mixed bin waste collection service to all residential properties within the Commissariat Point and Blanche Harbor Coastal Home localities and Miranda Township to which the service is provided or made available in the 2025/2026 financial year.

## 5. In order to reimburse the Council for amounts contributed to the South Australian Arid Lands Landscape Board for the financial year 2025/2026 totalling \$407,376 the Council declared three levy amounts based on land use on all rateable properties within the area of the Council, as advised by the South Australian Arid Lands Landscape Board:

Residential/Vacant/Other.....	\$48.07
Commercial (Shop, Office, Other)/Industry (Light, Other) .....	\$96.14
Primary Production.....	\$240.34

Dated: 31 July 2025

M. KRETSCHMER  
Acting Chief Executive Officer

## CITY OF TEA TREE GULLY

*Adoption of Valuations and Declaration of Rates 2025-2026*

Notice is hereby given that on 22 July 2025 the City of Tea Tree Gully, adopted and declared as follows for the year ended 30 June 2026:

1. Capital Valuations for rating purposes as supplied by the Valuer-General totalling \$35,538,236,080 (rateable properties \$34,315,014,503).
2. A minimum amount of \$1,491 payable by way of general rates on rateable properties within the area of the City of Tea Tree Gully.
3. Differential general rates based upon the use of the land as follows:
  - 3.1 “Commercial—Shop”, “Commercial—Office”, “Commercial—Other”, “Industrial—Light” and “Industrial—Other”: 0.0057244 in the dollar;
  - 3.2 “Vacant Land”: 0.0054004 in the dollar;
  - 3.3 “Residential”, “Primary Production” and “Other”: 0.0027002 in the dollar;
4. A separate rate of 0.0000640194 in the dollar on the capital value of all rateable land within the area of City of Tea Tree Gully to reimburse the amount contributed to the Green Adelaide Board.

Dated: 31 July 2025

R. McMAHON  
Chief Executive Officer

## ALEXANDRINA COUNCIL

*Conversion of Private Road to Public Road*

Notice is hereby given that at its meeting held on 21 July 2025, Alexandrina Council declared that, having satisfied the requirements of Sections 210(1) and 210(2) of the *Local Government Act 1999*, Forster Street, Goolwa, as displayed in Deposited Plan 323, is converted from a private road to a public road. Forster Street, Goolwa vests in fee simple in Alexandrina Council on the publication of this notice in accordance with Section 210(6) of the *Local Government Act 1999*.

Dated: 25 July 2025

ANDREW MACDONALD  
Chief Executive Officer

## DISTRICT COUNCIL OF KAROONDA EAST MURRAY

*Adoption of Valuation and Declaration of Rates—Imposition of Service Charges for 2025-26*

The District Council of Karoonda East Murray at a Special Meeting of Council held on 15 July 2025, for the financial year ending 30 June 2026, resolved:

**Valuations**

To adopt the most recent valuations of the Valuer-General available to the Council of Capital Values for rating purposes with total valuations of **\$599,707,500** (including non-rateable land of **\$12,225,000**).

**General Rates**

To declare a general rate of **0.3487** cents in the dollar of the capital value of rateable land.

**Minimum Amount Payable**

To impose a minimum amount payable by way of general rates in respect of any one piece of rateable land of **\$470.00**.

**Annual Service Charges***Community Wastewater Management Scheme (CWMS)*

To impose an annual service charge on all land to which the prescribed Community Wastewater Management System service is provided of:

- Occupied land—**\$586.00** per property unit
- Unoccupied land—**\$558.00** per property



*Kerbside Waste Management Collection*

To impose an annual service charge for waste collection of:

- **\$180.00** for kerbside collection within the collection zone, and
- for the supply and collection of additional mobile garbage bin/s—**\$280.00** per bin within the collection zone.

**Separate Rate—Landscapes Board Levy**

To declare a separate rate of **0.0163** cents in the dollar on the capital value of rateable land within the area of the Murraylands and Riverland Landscape Board.

Dated: 29 July 2025

SCOTT REARDON  
Chief Executive Officer

## LOWER EYRE COUNCIL

*Adoption of Valuation and Declaration of Rates*

Notice is hereby given that on 22 July 2025, the Lower Eyre Council, pursuant to Chapter 10 of the *Local Government Act 1999* and for the financial year ending 30 June 2026:

1. Adopted for rating purposes the most recent capital valuations made by the Valuer-General and available to Council that apply to rateable land within its area totalling \$4,333,072,580.
2. Declared differential general rates varying according to the locality of land as follows:
  - 0.5884 cents in the dollar for all rateable land within the Employment (Bulk Handling) Zone under the Planning and Design Code.  
For all other land in the Council area
  - 0.1765 cents in the dollar in respect of rateable land within the gazetted townships of Cummins, Coffin Bay, North Shields, Louth Bay, Poonindie, Boston, Tulka & Tiatukia;
  - 0.1471 cents in the dollar in respect of rateable land within the gazetted townships of Edillilie, Yeelanna, Coult, Mount Hope, Wanilla, Farm Beach, Little Douglas, Mount Dutton Bay and Lake Wangary; and
  - 0.1353 cents in the dollar in respect of all other rateable land outside of those gazetted townships and within the area of the Council.
3. Declared a fixed charge of \$768.75 in respect of all rateable land within the area of the Council.
4. Declared the following separate rates in respect of all rateable land within the area of the Eyre Peninsula Regional Landscape Board and within the area of the Council:
  - \$93.68 per Residential Property
  - \$140.52 per Commercial—Shop Property
  - \$140.52 per Commercial—Office Property
  - \$140.52 per Commercial—Other Property
  - \$140.52 per Industry—Light Property
  - \$140.52 per Industry—Other Property
  - \$187.36 per Primary Production Property
  - \$93.68 per Vacant Land Property
  - \$93.68 per Other Property
5. Imposed the following annual service charges based on the nature of the service in respect of all land to which it provides or makes available Community Wastewater Management Systems within the Council area:
  - Occupied Allotment Charge ..... \$639.18
  - Vacant Allotment Charge ..... \$432.83
  - Full Pump Reduction Charge ..... \$432.83
  - Power Only Pump Reduction Charge ..... \$608.91
  - Extra Pump Out Charge—Coffin Bay Township ..... \$ 87.47
6. Imposed an annual service charge of \$151.65 on all properties within the townships of Cummins, Coffin Bay, Edillilie, North Shields, Louth Bay, Poonindie, Boston, Wanilla, Yeelanna, Tulka & Tiatukia and the residential areas of Point Boston to which Council will provide the prescribed service of fortnightly kerbside recycling collection.
7. Provides an annual service charge rebate of \$63.98 for the townships of Wanilla and Yeelanna and residential areas of Point Boston for the year ending 30 June 2026 against the prescribed service of fortnightly kerbside recycling collection in recognition that the service is not scheduled to commence until 1 December 2025.

Dated: 31 July 2025

DELFINA LANZILLI  
Chief Executive Officer

## WAKEFIELD REGIONAL COUNCIL

*Adoption of Valuations and Declaration of Rates 2025-26*

Notice is hereby given that at its meeting held on 23 July 2025, Wakefield Regional Council, in exercise of its powers contained in Chapter 10 of the *Local Government Act 1999*, for the financial year ending 30 June 2026:

**Adoption of Valuation**

Adopted the most recent valuation made by the Valuer-General of capital value in relation to the area of the Council, that being the valuation listing on 20 July 2025 showing a total assessment for the district of \$4,904,160,340.

**Fixed Charge**

Declared a fixed charge of \$358 on rateable property within its area.

**Declaration of Differential General Rates**

Declared differential general rates on property within its area based on land use as follows:

- on rateable land of Category (a), (Residential), a rate of 0.3144 cents in the dollar;
- on rateable land of Category (b) (Commercial Shop), Category (c) (Commercial Office), and Category (d) (Commercial Other), a rate of 0.372 cents in the dollar;
- on rateable land of Category (e) (Industry Light) and Category (f) (Industry Other), a rate of 0.372 cents in the dollar;
- on rateable land assigned Category (g) (Primary Production), a rate of 0.1891 cents in the dollar;
- on rateable land assigned Category (h) (Vacant land), a rate of 0.337 cents in the dollar; and
- on rateable land assigned Category (i) (Other), a rate of 0.360 cents in the dollar.

**Community Wastewater Management Schemes Service Charges**

Declared service charges for the purposes of recovering from ratepayers who will benefit from the authorised Community Wastewater Management Schemes for the disposal of sewerage effluent, the capital cost of the work and the cost of the maintenance and operation thereof, of \$645.00 in respect of land which is occupied and \$498.00 in respect of land which is vacant.

**Waste Collection Charge**

Declared a service charge of \$325 for the service known as the Residential (three bin) waste collection service and \$288 for the service known as the Commercial (two bin) domestic waste collection service for the purpose of recovering from ratepayers, who will be benefited by the collection of waste, the cost of providing those services.

**Regional Landscape Levy**

Declared a separate rate of 0.009136 cents in the dollar on rateable land within its area for the purpose of raising its contribution to the Regional Landscape Levy.

Dated: 31 July 2025

DARREN STARR  
Chief Executive Officer

## WATTLE RANGE COUNCIL

*Adoption of Valuations and Declaration of Rates*

Notice is hereby given that the Wattle Range Council at a meeting held on 22 July 2025 and in relation to the financial year ending 30 June 2026, adopted the 2025-2026 Annual Business Plan and Budget and resolved to:

**1. Valuations**

Pursuant to Section 167(2)(a) of the *Local Government Act 1999*, adopted the valuations that are to apply in its area for rating purposes for the 2025/26 financial year, being the capital valuations of the Valuer-General, totalling \$8,308,047,380.

**2. Differential Rates**

Pursuant to Sections 152(1)(c)(i), 153(1)(b) and 156(1)(a) of the *Local Government Act 1999*, declares the following differential general rates on rateable land within its area for the year ending 30 June 2026, based upon the capital value of the land which rates vary by reference to land use categories as per Regulation 14 of the Local Government (General) Regulations 2013 as follows:

- (a) Residential—a differential rate of 0.2992 cents in the dollar
- (b) Commercial Shop—a differential rate of 0.2992 cents in the dollar
- (c) Commercial Office—a differential rate of 0.2992 cents in the dollar
- (d) Commercial Other—a differential rate of 0.2992 cents in the dollar
- (e) Industry Light—a differential rate of 0.2992 cents in the dollar
- (f) Industry Other—a differential rate of 0.2992 cents in the dollar
- (g) Primary Production—a differential rate of 0.2184 cents in the dollar
- (h) Vacant Land—a differential rate of 0.4485 cents in the dollar
- (i) Other—a differential rate of 0.4485 cents in the dollar

**3. Minimum Rate**

Pursuant to Section 158(1)(a) of the *Local Government Act 1999* declared that the minimum amount payable by way of general rates on rateable land in the Council area is \$731.00.

#### 4. Service Charges

Pursuant to Section 155 of the *Local Government Act 1999* imposed the following annual service charges:

##### (i) Waste Collection Service

based on the level of usage of the service, on all land to which the Council provides or makes available the prescribed services of the collection, treatment or disposal of waste via Council's waste management services in respect of each set of bins, or part thereof, provided on the basis that the sliding scale provided for in Regulation 13 of the Local Government (General) Regulations 2013 will be applied to reduce the service charge payable, as prescribed.

- (a) three bin normal waste, recycling and green organics collection and disposal service of \$414.00; and
- (b) two bin normal waste and recycling collection and disposal service of \$321.00

##### (ii) Community Wastewater Management Systems

based on the nature of the service and varying according to the CWMS Property Units Code in accordance with Regulation 12 of the Local Government (General) Regulations 2013 on all land in the Townships of Penola, Southend, Kalangadoo and Beachport to which it provides or makes available the Community Wastewater Management Systems being prescribed services for the collection, treatment and disposal of waste.

- (a) Penola, Southend and Kalangadoo—Occupied Unit .....\$768.00
- (b) Penola, Southend and Kalangadoo—Vacant Unit .....\$573.00
- (c) Beachport Occupied Unit .....\$871.00
- (d) Beachport Vacant Unit .....\$653.00

#### 5. Separate Rates

Pursuant to Section 69 of the *Landscape South Australia Act 2019* and Section 154 of the *Local Government Act 1999*, in order to reimburse the Council for amounts contributed to the Limestone Coast Landscape Board declared a separate rate based on a fixed charge varying on the basis of land use categories in respect of rateable land in the Council's area.

- (i) \$98.50 per assessment on rateable land categories (a), (h) and (i) (Residential, Vacant and Other);
- (ii) \$145.20 per assessment on rateable land categories (b), (c) and (d) (Commercial Shop, Commercial Office, Commercial Other);
- (iii) \$226.50 per assessment on rateable land categories (e) and (f) (Industry Light and Industry Other);
- (iv) \$416.30 per assessment on rateable land category (g) (Primary Production).

#### 6. Payment of Rates

Pursuant to Section 181 of the *Local Government Act 1999*, rates for the year ending 30 June 2026 will fall due in four equal or approximately equal instalments on 17 September 2025, 3 December 2025, 4 March 2026 and 3 June 2026.

Dated: 31 July 2025

BEN GOWER  
Chief Executive Officer

#### WUDINNA DISTRICT COUNCIL

##### *Adoption of Annual Business Plan and Budget, Valuations and Declaration of Rates for 2025-2026*

Notice is hereby given that at its Ordinary Council Meeting held 15 July 2025, the Wudinna District Council resolved the following:

##### **Adoption of Annual Business Plan and Budget 2025-2026**

Pursuant to Section 123(8) of the *Local Government Act 1999* and Regulation 6 of the *Local Government (Financial Management) Regulations 2011* adopted its Annual Business Plan and Budget for the 2025-2026 year.

##### **Adoption of Valuations**

Adopted for rating purposes the capital valuations made by the Valuer-General totalling \$847,016,800. for rateable and non-rateable land in the Council area.

##### **Declaration of Rates**

Declared differential general rates on rateable land within its area by reference to locality as follows:

Pursuant to Section 151(1)(a), 152(1)(a), 153(1)(b) and 156(1)(c) of the *Local Government Act 1999* (as amended) Council hereby declare differential general rates on rateable land within its area which rates vary by the use of land:

Residential .....	0.005191
Commercial Shop .....	0.006749
Commercial Office .....	0.006749
Commercial Other .....	0.007787
Industrial Light .....	0.006749
Industrial Other.....	0.006749
Primary Production.....	0.004153
Vacant Land .....	0.015574
Other.....	0.005191
Employment Bulk Handling Zone (Silos).....	0.022064

##### **Minimum Rate**

Declared a minimum amount payable by way of rates of \$658 in respect to all rateable land within the area of Council.

**Annual Service Charges**

- (a) Imposed an annual service charge where a septic effluent disposal connection is provided within the Township of Wudinna of **\$351** per unit for all occupied properties and **\$315** for all unoccupied properties.
- (b) Imposed an annual service charge to properties that have an occupiable dwelling, outbuilding or other class of structure to which the Council provides or makes available the prescribed service of the collection, treatment and disposal of waste via Council's waste collection service of **\$288.75** per mobile garbage bin.

**Separate Rate**

Declared a separate rate of **\$198.45** based on a proportional basis of expenditure incurred in maintaining the area of the cottage home units within portion Section 175, Hd of Pygery—Wudinna Homes for the Aged identified as being assessments:

9270269037	9270269067	9070269097	9270269127	9270269157	9270269187
9270269047	9270269077	9070269107	9270269137	9270269167	
9270269057	9270269087	9270269117	9270269147	9270269177	

**Regional Landscape Levy**

Declared differential separate rates varying on the basis of land use on all rateable land in the area of the Council in order to reimburse the Council for the amount contributed to the Eyre Peninsula Natural Resource Management Board.

- (a) A land use of Primary Production, a Separate Rate of **\$189.32** per assessment;
- (b) A land use of:
  - (i) Commercial
  - (ii) Industrial
 A separate rate of **\$141.90** per assessment;
- (c) A land use of:
  - (i) Residential
  - (ii) Vacant Land
  - (iii) Other
 A separate rate of **\$94.66** per assessment.

Dated: 31 July 2025

KRISTY DAVIS  
Chief Executive Officer

## YORKE PENINSULA COUNCIL

*Adoption of Valuations and Declaration of Rates 2025/2026*

Notice is given that at the meeting of the Yorke Peninsula Council held on 23 July 2025, the Council resolved for the financial year ending 30 June 2026, as follows:

To adopt for rating purposes, the most recent valuations of the Valuer-General available to the Council of the capital value of land within the Council's area, totalling \$14,120,269,540 comprising \$205,756,753 in respect of non-rateable land and \$13,914,512,787 in respect of rateable land.

To declare differential General Rates based on land use and locality, on rateable land in the Council area as follows:

- (a) Locality and use differentiating factors:
  - (i) Employment (Bulk Handling) Zone with the Land Use 'Commercial Other' a differential general rate of 0.934490 cents in the dollar
  - (ii) Resource Extraction Zone with the land Uses of 'Commercial Other' and 'Industry Other' a differential general rate of 0.934490 cents in the dollar
- (b) Land use differentiating factor in respect of all land not otherwise falling within paragraph (a) above, as follows:
  - (i) Residential—a differential general rate of 0.219880 cents in the dollar
  - (ii) Commercial—Shop—a differential general rate of 0.219880 cents in the dollar
  - (iii) Commercial—Office—a differential general rate of 0.219880 cents in the dollar
  - (iv) Commercial—Other—a differential general rate of 0.219880 cents in the dollar
  - (v) Industry—Light—a differential general rate of 0.219880 cents in the dollar
  - (vi) Industry—Other—a differential general rate of 0.219880 cents in the dollar
  - (vii) Primary Production—a differential general rate of 0.108487 cents in the dollar
  - (viii) Vacant Land—a differential general rate of 0.329820 cents in the dollar
  - (ix) Other—a differential general rate of 0.219880 cents in the dollar
  - (x) Marina Berth—a differential general rate of 0.219880 cents in the dollar
- (c) A fixed charge component of the general rate of \$410.00

Imposed on each assessment of rateable and non-rateable land in the following areas to which land the Council makes available a Community Wastewater Management System, as follows:

- Maitland, Tiddy Widdy Beach, Ardrossan, Balgowan, Black Point, Edithburgh, Point Turton, Port Vincent, Port Victoria, Stansbury, Sultana Point, Yorketown, Bluff Beach, Chinaman Wells, Foul Bay, Port Julia, Hardwicke Bay & Rogues Point areas:

Occupied Land .....\$717.00 per unit

Vacant Land .....\$531.00 per allotment

Imposed on each assessment of rateable and non-rateable land in Balgowan, Black Point and Hardwicke Bay areas to which land the Council provides or makes available a water supply service:

\$260.00

Imposed an annual service charge upon both rateable and non-rateable land to which it provides or makes available the prescribed service of waste collection (the Waste Collection and Recycling Service) as follows:

- \$236.00 for a two (2) bin service; and
- \$277.00 for a three (3) bin service.

Declared a separate rate of 0.009661 cents in the dollar on all rateable land in the area of the Council to raise the amount of \$1,344,283.00 with \$1,340,707.58 payable to the Northern and Yorke Landscape Board.

Dated: 28 July 2025

A. CAMERON  
Chief Executive Officer

## LOCAL GOVERNMENT ASSOCIATION OF SOUTH AUSTRALIA

### LOCAL GOVERNMENT ASSOCIATION MUTUAL LIABILITY SCHEME

#### *Scheme Rules*

The Local Government Association of South Australia has resolved that the existing scheme rule Local Government Association Mutual Liability Scheme be repealed and replaced with the amended scheme rules for these schemes as provided below.

#### **1. Operation of Rules**

These Rules operate from 12:00am on 31 July 2025.

#### **2. Definitions**

In these Rules, the following words have the following meanings given to them:

- 2.1 “Civil Liability” means any liability not being criminal resulting from an obligation, function, power or duty of a Member arising under law.
- 2.2 “Claim” means any claim for Civil Liability made upon a Member during their period of membership to the Mutual Scheme.
- 2.3 “Delegate” has the meaning given to that term in Rule 3.1.
- 2.4 “Eligible Body” means:
  - 2.4.1 LGA;
  - 2.4.2 LGASA Mutual Pty Ltd (ACN 625 310 045);
  - 2.4.3 LGCS Pty. Ltd. (ABN 21 094 805 964);
  - 2.4.4 The Local Government Finance Authority of South Australia;
  - 2.4.5 All Councils (including their subsidiaries) constituted pursuant to the provisions of the LG Act;
  - 2.4.6 Any other body so prescribed by the provisions of the LG Act that is admitted to the membership of the Mutual Scheme; or
  - 2.4.7 Any other entity admitted to the membership of the Mutual Scheme by LGA in accordance with Rule 5.2.
- 2.5 “Financial Year” means the period from 4:00pm on 30 June in a calendar year to 4:00pm on 30 June in the next calendar year.
- 2.6 “Indemnity Cover” means insurance or reinsurance cover purchased or procured by LGA to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
- 2.7 “LG Act” means the *Local Government Act 1999 (SA)*, and any Act of Parliament in addition to or in substitution for that Act.
- 2.8 “LGA” means Local Government Association of South Australia (ABN 83 058 386 353).
- 2.9 “LGA Board” means the board of directors of the LGA.
- 2.10 “LGA Member” means any Council (including its subsidiaries) constituted pursuant to the LG Act that is admitted as a member of the LGA in accordance with clause 8 of the Constitution of the LGA from time to time.
- 2.11 “Member” means an Eligible Body admitted to membership of the Mutual Scheme in accordance with Rule 5.
- 2.12 “ML Fund” means the fund established in accordance with Rule 6 and maintained in accordance with these Rules.
- 2.13 “ML Objectives” means the objectives of the Mutual Scheme contained in Rule 4.3.
- 2.14 “Mutual Scheme” means The Local Government Association Mutual Liability Scheme conducted pursuant to Schedule 1 of the LG Act and in accordance with these Rules.
- 2.15 “Notifier” has the meaning given to that term in Rule 19.1.
- 2.16 “Ordinary Resolution” means a resolution passed by at least the majority of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
- 2.17 “Pooled Cover” means the discretionary indemnity cover provided from the ML Fund to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
- 2.18 “Recipient” has the meaning given to that term in Rule 19.1.
- 2.19 “Special Resolution” means a resolution passed by at least 75% of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.

**3. Delegation**

- 3.1 Subject to Rule 3.2, LGA may (but is not obliged to) delegate any power, function or duty under these Rules (including the power to sub-delegate) to an entity controlled by LGA which is responsible for the management of the Mutual Scheme ("Delegate") subject to such limitations and conditions as may be determined by LGA.
- 3.2 LGA is not permitted to delegate any power, function or duty under Rules 5.2, 8.3, 9.7.1, 14.4, 15.1, 18.3, 18.7, 18.8.1, 19 and 20.1.
- 3.3 LGA may revoke or amend a delegated power, function or duty at any time. LGA may at any time exercise, in its own right, any of the powers or functions delegated by it and any such exercise will not, without more, amount to the revocation of any delegation in favour of a Delegate.
- 3.4 Subject only to any limitations or conditions in the delegation, the Delegate, in exercising delegated power, will be empowered under these Rules as if it were LGA.

**4. Objectives of the Mutual Scheme**

- 4.1 The Mutual Scheme comprises the ML Fund which provides coverage to Members in relation to Claims.
- 4.2 LGA may establish funds under the Mutual Scheme in addition to the ML Fund to provide coverage to Members in relation to potential and actual claims relating to liability, loss or damage of Members, other than the Claims for Civil Liability.
- 4.3 In relation to the ML Fund, the ML Objectives are to provide to Members of the Mutual Scheme assistance in respect of their potential and actual Claims more particularly set out in these Rules and including but not limited to:
  - 4.3.1 advice in respect of minimising the occurrence and severity of all Claims;
  - 4.3.2 assistance in the administration, investigation, management and resolution of all Claims;
  - 4.3.3 legal representation in respect of all Claims; and
  - 4.3.4 financial assistance by way of discretionary grants in respect of the Claims.

**5. Admission to Membership**

- 5.1 The Eligible Bodies listed in Rules 2.4.1 to 2.4.6 inclusive are automatically entitled to membership of the Mutual Scheme. Once an Eligible Body accepts an offer of membership in writing, they will become a Member of the Mutual Scheme.
- 5.2 The LGA Board may from time to time by Ordinary Resolution, and subject to the terms of these Rules, admit to membership of the Mutual Scheme for a Financial Year any other entity which makes an application to LGA and upon their admission, such entity will be an Eligible Body for the purposes of Rule 2.4.7. The entity becomes a Member from the time they accept an offer of membership in writing.
- 5.3 In exercising discretion to admit an entity to membership of the Mutual Scheme pursuant to Rule 5.2, the LGA Board may take into account any matter which it considers relevant.
- 5.4 Notwithstanding the admission of a Member to membership of the Mutual Scheme pursuant to Rule 5.1 or Rule 5.2, a Member shall only be entitled to the benefits of the Mutual Scheme if, at the relevant time, that Member has paid in full any contribution payable by it under Rule 11 or otherwise as required in accordance with these Rules.
- 5.5 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.

**6. ML Fund**

- 6.1 LGA shall establish and maintain the ML Fund to meet the ML Objectives and for that purpose, subject to Rule 5.4, may apply the ML Fund to meet:
  - 6.1.1 such Claims as may be made against any one or more of the Members during that Financial Year to the extent of the Pooled Cover;
  - 6.1.2 such Claims as may have been made against any one or more of the Members during any previous Financial Year and which at the commencement of these Rules and any new Financial Year has not been settled;
  - 6.1.3 the premium payable to an appropriate indemnity insurer to provide Indemnity Cover during that Financial Year;
  - 6.1.4 the operating expenses of the Mutual Scheme for that Financial Year, including:
    - 6.1.4.1 the remuneration of LGA referred to in Rule 12.1; and
    - 6.1.4.2 any expenses of LGA or a Delegate referred to in Rule 12.2, in each case insofar as they relate to the ML Fund; and
  - 6.1.5 any grants or allocations to Members, or any other person or body for or on behalf of any Member, which LGA in its discretion may make.
- 6.2 The Members must contribute to the ML Fund in the proportions determined annually by LGA.
- 6.3 LGA shall administer the ML Fund with the intent that upon the settlement of all Claims made in any Financial Year:
  - 6.3.1 any surplus remaining in the ML Fund at the end of a Financial Year shall be allocated at the absolute direction of LGA:
    - 6.3.1.1 toward liabilities of the ML Fund for any other year whether future or past;
    - 6.3.1.2 by way of refund to member or other means as determined by the LGA; or
    - 6.3.1.3 as a general reserve; and
  - 6.3.2 any deficiency in the ML Fund in a Financial Year may be met by additional contributions levied by LGA against each Member for that Financial Year in the proportion in which contributions were made to the ML Fund for that Financial Year.

**7. Protection for Claims**

LGA shall consider any Claim for which a Member seeks indemnity from the ML Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as LGA may consider appropriate determine whether it will grant indemnity for the Member from the ML Fund in respect of any such Claim. Any reference in these Rules to "indemnity" (or similar) from the ML Fund is to indemnity granted in the LGA's sole and absolute discretion in accordance with this Rule 7.

**8. Powers, Duties and Functions of LGA**

- 8.1 LGA will administer and manage the Mutual Scheme in the pursuit of the ML Objectives.
- 8.2 LGA shall be empowered for and on behalf of the Members to do all the following things namely:
  - 8.2.1 levy Members for contributions in accordance with Rule 11, including differential contributions in respect of each Member to the ML Fund having regard to any matter which it considers relevant;
  - 8.2.2 invest all contributions received from Members and other monies received comprising the ML Fund which are not immediately required to meet the liabilities of the Mutual Scheme;
  - 8.2.3 expend the contributions of, and income earned by, the ML Fund in respect of each Financial Year in and towards:
    - 8.2.3.1 the general administration of the Mutual Scheme;
    - 8.2.3.2 assistance to Members by way of any advice in respect of their potential and actual Claims;
    - 8.2.3.3 assistance to Members in the administration, investigation and resolution of Claims;
    - 8.2.3.4 legal representation for Members in respect of any Claims;
    - 8.2.3.5 financial assistance by way of discretionary grants in respect of any Claims;
    - 8.2.3.6 any remuneration of LGA referred to in Rule 12.1; and
    - 8.2.3.7 any expenses of LGA or a Delegate referred to in Rule 12.2.
- 8.3 LGA may make such additional rules to be observed by a Member or the Members as it may deem fit with respect to the terms and conditions upon which a Member or Members will be eligible for assistance from the Mutual Scheme, provided that no such rule shall be made in terms inconsistent with these Rules and further provided that no such rule shall operate and take effect in respect of any Member until a copy thereof shall have been served upon such Member or Members.
- 8.4 LGA will enter into all such agreements for and on behalf of Members as are necessary for or incidental to the proper administration of the Mutual Scheme in the pursuit of the ML Objectives.
- 8.5 LGA will carry out investigations of such relevant matters and make submissions to such relevant bodies as LGA may deem to be necessary for or incidental to, the proper administration of the Mutual Scheme in the pursuit of the ML Objectives.
- 8.6 The duties of LGA shall include:
  - 8.6.1 to achieve and implement the ML Objectives;
  - 8.6.2 to ensure from a financial perspective that the Mutual Scheme is viable;
  - 8.6.3 to keep records of all activities for and on behalf of the Mutual Scheme;
  - 8.6.4 to review the performance and function of the Mutual Scheme;
  - 8.6.5 to be responsible for the financial management of the Mutual Scheme to the extent that it shall:
    - 8.6.5.1 annually determine the total amount of contributions to be levied against all Members in respect of the ML Fund;
    - 8.6.5.2 from time to time undertake an assessment of the Members or any of them and their activities to assist in the determination, in conjunction with actuarial advice, of the proportion in which the Members are to contribute to the ML Fund in any Financial Year and may upon the conclusion of any such investigation direct the Members or any of them as to the procedures to be adopted by them to prevent losses or to minimise Claims;
    - 8.6.5.3 annually prepare the operating budget and the financial statements of the Mutual Scheme and report to the Members on any items arising from those statements;
    - 8.6.5.4 annually determine the extent of Claims to be indemnified from the ML Fund;
    - 8.6.5.5 annually determine the amount of Pooled Cover to be provided for the Members from the ML Fund;
    - 8.6.5.6 annually determine the amount and nature of Indemnity Cover to be purchased from the ML Fund for any term and to determine the indemnity insurer for this purpose; and
    - 8.6.5.7 be responsible for the assessment of the Members to determine, in conjunction with actuarial advice, the proportion in which they are to contribute to the ML Fund in each year from the total contributions determined in accordance with Rule 8.6.5.1;
  - 8.6.6 to manage Claims made against each Member including:
    - 8.6.6.1 the investigation and assessment of those Claims;
    - 8.6.6.2 the provisions of loss prevention and risk minimisation guidelines; and
    - 8.6.6.3 the keeping of the accounts of the ML Fund for each Financial Year.
- 8.7 The annual operating budget and financial statements referred to in Rule 8.6.5.3 shall deal separately with the following items:
  - 8.7.1 the projected income of the ML Fund by way of contributions, interest or other sources;
  - 8.7.2 the liabilities of the ML Fund for estimated Claims and Claims adjustment costs;
  - 8.7.3 the amounts to be allowed to provide for the cost of arranging Indemnity Cover;
  - 8.7.4 general and administrative costs to be charged against the ML Fund; and
  - 8.7.5 any grants in accordance with Rules 6.1.5 and 10.7.
- 8.8 LGA may at its discretion alter the amounts to be expended in respect of the items listed in the budget for each Financial Year where necessary to meet the purposes of the Mutual Scheme.
- 8.9 Where it becomes apparent to LGA that for any Financial Year the ML Fund will be insufficient to meet Claims payable from the ML Fund, LGA may at any time require the payment by the Members of an additional contribution in the same proportions as the contribution paid by each of the Members to the ML Fund for that Financial Year in order to ensure that protection for any Claims under the ML Fund for that Financial Year are able to be met.

- 8.10 LGA shall report annually to the Members on all aspects of the operation of the Mutual Scheme for the preceding Financial Year, including details in relation to:
- 8.10.1 outstanding Claims (including an assessment as to the liability of outstanding Claims and the ability of the ML Fund to meet the assessment of liability);
  - 8.10.2 further contributions required, if any;
  - 8.10.3 the investment of the moneys of the ML Fund not immediately required;
  - 8.10.4 the allocation of surplus moneys in the ML Fund, if any;
  - 8.10.5 any remuneration received by LGA pursuant to Rule 12.1; and
  - 8.10.6 any expenses of LGA (or its Delegate) referred to in Rule 12.2.
- 8.11 LGA shall be available at all times to any of the Members to answer any questions on the conduct of the activities of the Mutual Scheme.
- 8.12 LGA may establish such committees as it considers necessary to be constituted by such persons as LGA may determine to investigate and report to LGA on any matter relevant to the Mutual Scheme.

## 9. Scheme Notifications and Indemnity

- 9.1 Pooled Cover  
In accordance with Rule 7, LGA shall consider granting indemnity with respect to any Claim from the ML Fund up to a level of Pooled Cover to be determined annually by LGA.
- 9.2 Indemnity Cover  
LGA shall purchase Indemnity Cover to an amount determined by LGA from year to year.
- 9.3 Excess  
Each Member will be liable for the first amount of any Claim to be known as the "Excess" which shall be determined by LGA. The Excess may be a differential amount for each Member and for each Claim or a combination of both.
- 9.4 Limit of Exposure  
Subject to admitting a Claim to indemnity under Rule 7, a Member's entitlement to indemnity from the ML Fund shall never exceed the Pooled Cover for each Claim. To the extent that an amount in respect of a Claim exceeds the Pooled Cover, the amount in excess shall be the responsibility of the Member.
- 9.5 Defaulting Member  
LGA may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to Pooled Cover.
- 9.6 Special Risks  
may by written notice to a Member exclude the Member from any or a defined entitlement to Pooled Cover with respect to a "special risk" of Claims as determined by LGA.
- 9.7 Other Insurance  
A Member is not entitled to indemnity from the Pooled Cover for any loss, damage or liability which at the time of the happening of such loss, damage or liability or the Claim for such was otherwise indemnified or insured by or would, but for the existence of this Mutual Scheme be indemnified or insured by any other protection or policies of insurance or otherwise except in respect of any liability beyond the amount which would have been payable under such other protection or policies had this Mutual Scheme not been effected. This Rule is to be construed to exclude Claims made with respect to professional indemnity claims and occurrences for all other claims, made or occurring prior to 30 June 1989.
- 9.8 Failure to Notify and False Notification
- 9.8.1 Where a Member fails to notify LGA as required by Rules 10.1 and 10.3, breaches Rule 10.2, submits a false declaration or notification or provides false information contrary to Rule 10.4 or fails to comply with any requirement or notice issued pursuant to Rule 13, LGA may (in lieu of terminating the membership of the defaulting Member pursuant to Rule 18 and in addition to any other power under these Rules) levy an additional contribution to be paid by a defaulting Member or remove any benefit which may otherwise have accrued to the benefit of the Member under these Rules as a condition precedent for the Claim against the Member to be considered for indemnity from the ML Fund.
  - 9.8.2 A decision by LGA to levy an additional contribution against a Member in default, or to remove any benefit in lieu of termination of membership or any other sanction, does not preclude LGA from exercising the power to terminate the membership of the defaulting Member if there is any repeat of the default or failure by the Member to adequately address the issue of concern identified by LGA (including the payment of the additional contribution) or any other relevant performance or risk management issue.

## 10. Notification Procedure

- 10.1 Notice  
A Member shall, as a condition precedent to a Claim to be indemnified under these Rules and, subject to the default provisions, as a condition of continued entitlement to the benefits of membership of the Mutual Scheme, forthwith give to LGA written notice of each of the following:
- 10.1.1 any circumstance or occurrence of which the Member shall become aware which is likely to give rise to a Claim against the Member;
  - 10.1.2 any receipt of notice, written or oral, from any person of any intention to make a Claim against the Member; and
  - 10.1.3 any Claim made against the Member whether the quantum of the Claim exceeds the Excess or not.
- 10.2 Not admit liability  
A Member shall not admit liability for, compromise, settle or make or promise any payment in respect of, any Claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of LGA which if it so wishes shall be entitled to take over and conduct in the name of the Member the defence and/or settlement of any such claim for which purpose the Member shall give all such information and assistance as LGA may reasonably require.



**10.3 Increase in Risk**

A Member shall forthwith give to LGA full particulars in writing of any material increase in the risk of any Claim and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be reasonably required by LGA in respect of such Claim.

**10.4 Fraud and False Information**

If a Member shall make any claim for protection knowing the Claim to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement shall become void and all benefits hereunder relating to that Claim shall be forfeited.

**10.5 Continued Support**

During the continuance of any Claim against a Member which is to be indemnified from the ML Fund the Member shall provide LGA with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation, defence and resolution of any such Claim.

**10.6 Subrogation**

Every Member seeking indemnity from the ML Fund shall by membership of the Mutual Scheme have agreed to subrogate to LGA its rights to investigate, defend and resolve any Claim against the Member.

**10.7 Special Assistance**

Any Member requiring special assistance by way of a grant or otherwise to manage any risk which may result in a Claim may make written application for such to LGA whereupon LGA shall deal with the matter and in doing so may request any information from the Member and may resolve to refuse the grant, or make the grant on such terms and conditions as it deems appropriate.

**10.8 Confidentiality**

All communications between a member and the LGA (a representative of the LGA) including any investigator, lawyer or other persons engaged by or assisting the LGA, in relation to the claim, shall be confidential, and shall not be disclosed to any person without the prior written consent of the LGA.

**11. Contributions**

11.1 Contributions for each Financial Year shall be as determined by LGA having regard to any matter which it determines relevant (including the information provided pursuant to Rule 11.4). Contributions so determined must be paid by each Member as requested by LGA.

11.2 Contributions once paid by a Member to the ML Fund shall not be recoverable in whole or in part by the Member for any reason, including in the event of the resignation or early termination of membership of the Mutual Scheme under Rule 18, or a decision by LGA not to indemnify a Claim or to impose a condition on the grant of an indemnity.

11.3 Contributions by each Member shall be applied by LGA at its discretion toward the accumulation of the ML Fund, the purchase of Indemnity Cover and otherwise in furtherance of the ML Objectives.

11.4 Contributions for each Member shall be determined by LGA from year to year and may be differential in respect of each Member to the ML Fund. For the purpose of determining the appropriate contribution for each Member, the Member shall provide LGA such information as is required to determine:

11.4.1 Matters relevant to the financial performance of the ML Fund;

11.4.2 the likely risk profile of the Member;

11.4.3 any other matter requested by LGA.

11.5 Additional contributions for any Financial Year may be levied by LGA against any Member or Members or all of the Members at any time for any of the following reasons:

11.5.1 increasing Pooled Cover

11.5.2 purchasing additional Indemnity Cover in any year;

11.5.3 to cover special risks as determined by LGA;

11.5.4 to cover an increase in risk of a Claim against a Member;

11.5.5 to compensate the ML Fund for the actions of a defaulting Member;

11.5.6 to compensate the ML Fund for conditional risk, non-compliance with a request resulting in a loss to the ML Fund, or the failure by a Member to abide by a reasonable direction of LGA;

11.5.7 for any of the reasons contemplated by Rule 9.8.1; and

11.5.8 any other reason determined by LGA to be a relevant reason.

11.6 LGA may, having regard to the advice of an actuary, operate a "bonus/penalty" scheme and the Members shall be bound to accept such a decision by LGA.

**12. LGA's Remuneration, Costs and Expenses**

12.1 The LGA is entitled to reserve for itself from the contributions an amount in consideration of the conduct and management of the Mutual Scheme (LGA's Remuneration). LGA's Remuneration will be determined on an annual basis by LGA and reported to Members annually as contemplated by Rule 8.10.5.

12.2 LGA or its Delegate (as the case requires) shall be entitled to be reimbursed from the ML Fund for any operating expenses incurred by it in respect of the conduct and management of the Mutual Scheme.

**13. Member's Obligations**

13.1 The primary obligation of a Member is to comply strictly with the technical requirements, and the spirit and intent of these Rules so as to ensure the integrity and viability of the Mutual Scheme which has been established as a discretionary protection scheme for the benefit of all Members.

13.2 In the spirit of mutual obligation every Member must not only comply with the technical requirements of these Rules and the direction of LGA but must also respect the spirit and intent of the Mutual Scheme by ensuring that timely and comprehensive notification is given to LGA of any incident, circumstance or matter which may give rise to a Claim, and by ensuring that adequate risk management and prevention strategies are put in place so as to absolutely minimise the risk of such a Claim.

- 13.3 It is also the obligation of every Member to notify LGA in advance of any activity to be undertaken by a Member or by any other person on a Member's premises or under a Member's control or influence which has by its nature a risk profile which is different to the risk profile of the usual and known activities of the Member, that is, usual activities of the Member actually known about by LGA.
- 13.4 LGA may at any time undertake a risk management audit of a Member's activities, including those activities over which a Member has control or influence, and every Member is obliged to fully and honestly assist LGA to conduct such an audit by providing LGA with all information as requested by LGA and by giving LGA access to all property, premises, records and any other material requested by LGA for the purposes of the audit.
- 13.5 A Member must modify or cease activities which LGA determines to be an unacceptable risk and about which LGA has issued a notice to the Member.
- 13.6 A Member must comply with any notice given by LGA under these Rules.

#### **14. Financial Provisions**

- 14.1 LGA shall in the name of the Mutual Scheme open an account for the ML Fund and any other fund established by LGA with a bank of its choice.
- 14.2 LGA may authorise a person to operate the bank accounts.
- 14.3 All moneys received in respect of the ML Fund shall be immediately deposited to the credit of the bank account for the ML Fund and can be invested as follows:
  - 14.3.1 with the Local Government Finance Authority of South Australia;
  - 14.3.2 with the Superannuation Funds Management Corporation of South Australia trading as Funds SA
  - 14.3.3 subject (to the extent practicable in the circumstances) to consulting with the Treasurer, in any security or investment authorised by the Trustee Act; or
  - 14.3.4 in any security or investment authorised by the LG Act or prescribed for the purposes of that Act.
- 14.4 LGA may borrow moneys for the purposes of meeting the ML Objectives and for that purpose may secure the repayment of such loans by granting security over the assets of the Mutual Scheme or the ML Fund.
- 14.5 LGA shall keep or cause to be kept all such accounting records for the Mutual Scheme as fully and correctly explain the transactions and financial position of the Mutual Scheme.
- 14.6 The accounting records shall be prepared and maintained in such a manner as will enable:
  - 14.6.1 true and fair accounts of the Mutual Scheme to be prepared from time to time; and
  - 14.6.2 the accounts of the Mutual Scheme to be conveniently and properly audited annually.

#### **15. Auditor**

- 15.1 LGA shall appoint an auditor to audit the books of account kept in respect of the Mutual Scheme.
- 15.2 The Members (and the authorised representatives of each of the Members) and the Auditor shall be entitled at all times to have access to the accounting and all other records of the Mutual Scheme.
- 15.3 The Auditor:
  - 15.3.1 shall audit the Mutual Scheme's accounting records;
  - 15.3.2 shall examine and report on the adequacy of the Mutual Scheme's internal controls, including whether the internal controls provide a reasonable assurance that the relevant financial transactions have been recorded accurately and reliably; and
  - 15.3.3 may, at the request of LGA, examine and report on the efficiency and economy with which the resources of the Mutual Scheme are managed or used, annually during the currency of the Mutual Scheme or more frequently as LGA may direct.
- 15.4 The Auditor shall cause a written report to be sent to LGA on the completion of each annual audit in respect of the accounting records of the Mutual Scheme and other records relating to the accounts prepared therefrom.
- 15.5 The Auditor's report shall state whether in the Auditor's opinion the accounting records aforesaid have been kept in accordance with generally accepted accounting principles and if the Auditor considers that the records have not been so kept the Auditor shall specify the reason for not being satisfied with them.

#### **16. Actuary**

- 16.1 LGA shall appoint an actuary to advise LGA on all aspects of the Mutual Scheme.
- 16.2 LGA will procure actuarial advice as and when required and at least annually for the purpose of preparing the annual budget.
- 16.3 The annual actuarial report will be provided to LGA.

#### **17. Accumulation**

LGA is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more Financial Year for any purpose consistent with the ML Objectives.

#### **18. Cessation of Membership**

- 18.1 Each Member's membership of the Mutual Scheme will continue until such membership ends in accordance with this Rule 18.
- 18.2 A Member may resign as a Member at any time by notice in writing to LGA. Any resignation under this Rule 18.2 will take effect from the date that is ninety (90) days from the date on which the notice of resignation is received by the LGA or such later date as is specified in the notice.
- 18.3 The LGA Board may by Ordinary Resolution terminate a Member's membership of the Mutual Scheme in the event that the Member:
  - 18.3.1 fails to comply with any notice issued under these Rules or the reasonable direction of LGA as to the conduct of its operations so as to minimise Claims;
  - 18.3.2 fails to allow and/or accommodate a risk management audit to be undertaken by LGA or its nominee;
  - 18.3.3 fails to pay any contributions, additional contributions, costs or expenses within the time prescribed by LGA;

- 18.3.4 commences or continues to undertake an activity which in the opinion of LGA is an activity which should not be undertaken or continued by the Member because it creates an unreasonable risk for the Member and the Mutual Scheme;
- 18.3.5 fails to notify LGA of any incident which may give rise to a Claim;
- 18.3.6 commits any other breach of these Rules; or
- 18.3.7 has, in the reasonable opinion of the LGA Board, brought the Mutual Scheme into disrepute.
- 18.4 Any termination pursuant to Rule 18.3 is effective forthwith upon the decision being made by the LGA Board or on such other later date as is determined by the LGA Board whereupon the Member is thereafter from the effective date of the decision of the LGA Board not entitled to any benefits of membership under the Mutual Scheme.
- 18.5 The resignation or termination of a Member's membership of the Mutual Scheme in accordance with Rule 18.2 or Rule 18.3 shall not vary or waive the obligations of the continuing Members. For the avoidance of doubt, any Member who resigns as a Member in accordance with Rule 18.2 or has its membership terminated in accordance with Rule 18.3:
  - 18.5.1 remains liable to pay any unpaid contribution in accordance with these Rules for the Financial Year in which the resignation or termination takes effect; and
  - 18.5.2 is not entitled to a refund of any contribution previously paid in respect of the Mutual Scheme.
- 18.6 The resignation or termination of a Member's membership of the Mutual Scheme in accordance with Rule 18.2 or Rule 18.3 (as the case may be) shall not otherwise affect any entitlement to indemnity for any Claim already admitted to indemnity by virtue of Rule 7 nor vary or waive the obligations of the Member to comply with the provisions of the Rules in respect of any Financial Year during which the Member was a Member of the Mutual Scheme.
- 18.7 If a Member is in default in payment of any contribution, additional contribution, costs or expenses, or in any other way so that the ML Fund suffers or is likely to suffer any financial loss or incur additional expense, LGA may, as an alternative to termination under Rule 18.3, require the defaulting Member to pay to the ML Fund an amount to be determined by LGA to reimburse the ML Fund for the loss or additional expense. A certificate issued by LGA specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The amount in the Certificate may be recovered against the member by LGA as a debt payable by the defaulting Member.
- 18.8 If a Member fails to comply with a notice or direction as contemplated by Rule 18.3.1 LGA may (in its absolute discretion), as an alternative to termination:
  - 18.8.1 require the Member pay an additional contribution to the ML Fund cover the additional risk of Claims or as compensation for the default;
  - 18.8.2 exclude the additional risk of Claims from the Pooled Cover; or
  - 18.8.3 otherwise limit the exposure of the ML Fund and a reinsurer to such Claims.
- 18.9 Subject to compliance with the termination procedures a defaulting Member may have its entitlements to Pooled Cover limited by LGA under this Rule.
- 18.10 A decision by the LGA Board to terminate membership of any Member is final and binding on all Members, including the terminated Member.
- 18.11 In any situation where membership is terminated or limited LGA shall forthwith provide formal notification of the fact to the Minister responsible for Local Government and to the Treasurer.

## 19. Determination of Disputes

- 19.1 If any dispute or difference (other than a decision of the LGA Board under Rule 18.3 to terminate a membership) shall arise between any Member and LGA out of or in connection with the operations of the Mutual Scheme then either the Member or LGA ("Notifier") may give written notice of dispute which adequately identifies and provides details of the dispute to the other person ("Recipient"). Notwithstanding the existence of a dispute the Notifier and the Recipient shall continue to perform their respective obligations under the Rules.
- 19.2 Within fourteen (14) days after receiving a notice of dispute, the Notifier and Recipient shall confer at least once and in good faith to resolve the dispute or to agree on methods of doing so. All aspects of every such conference, except the fact of the occurrence of the conference, shall be privileged. If either of the Notifier or the Recipient has not made a reasonable or meaningful attempt at a resolution within 28 days of service of the notice of dispute, that dispute shall be referred to arbitration.
- 19.3 If, within a further fourteen (14) days of the dispute being referred to arbitration under Rule 19.2, the Notifier and the Recipient have not agreed upon an arbitrator, the dispute shall be referred to a solicitor or barrister of the Supreme Court of South Australia appointed for this purpose by the President for the time being of the Law Society of South Australia and all proceedings shall be subject to the provisions of the *Commercial Arbitration Act 1986*.
- 19.4 Except where the Notifier and the Recipient otherwise agree in advance in writing, the Notifier and the Recipient shall each bear its own costs and pay one half of the fees and expenses of the arbitration.
- 19.5 The decision of the Arbitrator shall be final and binding upon the Notifier and the Recipient.

## 20. Amendment to Rules

- 20.1 These Rules may be amended at any time by Special Resolution of the LGA Board.
- 20.2 Amendments to these Rules shall operate prospectively and not retrospectively and will be binding on all Members from the date on which the amended Rules are published in the *South Australian Government Gazette*.
- 20.3 Notice of any amendment shall be given forthwith to all Members and to the Minister responsible for Local Government and to the Treasurer as long as the reinsurance from the State Government exists.

## 21. Term of Mutual Scheme and Termination

- 21.1 The Mutual Scheme will continue until it is terminated by an Act of the Parliament of the State of South Australia.
- 21.2 Upon termination of the Mutual Scheme, unless the Parliament of the State of South Australia determines otherwise, the ML Fund remaining after satisfying all liabilities will be paid by LGA for the benefit of the Members at that time in such manner as is determined by LGA in its absolute discretion for the purpose of minimising the risk of Claims arising in the future.

Dated: 31 July 2025

KAREN TEAHA  
Acting Chief Executive Officer

LOCAL GOVERNMENT ASSOCIATION OF SOUTH AUSTRALIA  
LOCAL GOVERNMENT ASSOCIATION WORKERS COMPENSATION SCHEME  
*Scheme Rules*

The Local Government Association of South Australia has resolved that the existing scheme rules for the LGA Workers Compensation Scheme be repealed and replaced with the amended scheme rules for these schemes as provided below.

**1. Operation of Rules**

These Rules operate from 12:00am on 31 July 2025.

**2. Definitions**

In these Rules, the following words have the following meanings given to them:

2.1 “Claim” means any claim made:

- 2.1.1 upon a Member by an employee in respect of an injury under the RTW Act; or
- 2.1.2 by a Member on the Workers' Scheme,  
as the context requires.

2.2 “Delegate” has the meaning given to that term in Rule 3.1.

2.3 “Eligible Body” means:

- 2.3.1 LGA;
- 2.3.2 LGASA Mutual Pty Ltd (ACN 625 310 045);
- 2.3.3 LGCS Pty. Ltd. (ABN 21 094 805 964);
- 2.3.4 The Local Government Finance Authority of South Australia;
- 2.3.5 All Councils (including their subsidiaries) constituted pursuant to the provisions of the LG Act;
- 2.3.6 Any other body so prescribed by the provisions of the LG Act that is admitted to the membership of the Workers' Scheme; or
- 2.3.7 Any other entity admitted to the membership of the Workers' Scheme by LGA in accordance with Rule 5.2.

2.4 “Financial Year” means the period from 4:00pm on 30 June in a calendar year to 4:00pm on 30 June in the next calendar year.

2.5 “Fund” means the fund established in accordance with Rule 6 and maintained in accordance with these Rules.

2.6 “Indemnity Cover” means insurance or reinsurance cover purchased or procured by LGA, including as required under the RTW Act, in relation to the Claims admitted to indemnity in the amount determined from time to time by LGA.

2.7 “LG Act” means the *Local Government Act 1999* (SA), and any Act of Parliament in addition to or in substitution for that Act.

2.8 “LGA” means Local Government Association of South Australia (ABN 83 058 386 353) which for the purposes of the Workers' Scheme is treated as the employer of all workers employed by the Members pursuant to Section 129(12) of the RTW Act.

2.9 “LGA Board” means the board of directors of LGA.

2.10 “LGA Member” means any Council (including its subsidiaries) constituted pursuant to the LG Act that is admitted as a member of the LGA in accordance with clause 8 of the Constitution of the LGA from time to time.

2.11 “Member” means an Eligible Body admitted to membership of the Workers' Scheme in accordance with Rule 5:

2.12 “Notifier” has the meaning given to that term in Rule 19.1.

2.13 “Objectives” means the objectives of the Workers' Scheme contained in Rule 4.

2.14 “Ordinary Resolution” means a resolution passed by at least the majority of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.

2.15 “Recipient” has the meaning given to that term in Rule 19.1.

2.16 “RTW Act” means the *Return to Work Act 2014* (SA), and any Act of Parliament in addition to or in substitution for that Act.

2.17 “Special Resolution” means a resolution passed by at least 75% of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.

2.18 “Workers' Scheme” means The Local Government Association Workers' Compensation Scheme first established in 1994 and conducted pursuant to the LG Act and in accordance with these Rules.

**3. Delegation**

3.1 Subject to Rule 3.2, LGA may (but is not obliged to) delegate any power, function or duty under these Rules (including the power to sub-delegate) to an entity controlled by LGA which is responsible for the management of the Workers' Scheme (“Delegate”) subject to such limitations and conditions as may be determined by LGA.

3.2 LGA is not permitted to delegate any power, function or duty under Rules 5.2, 8.3, 9.5.1, 14.4, 15.1, 18.3, 18.7, 18.8, 19 and 20.1.

3.3 LGA may revoke or amend a delegated power, function or duty at any time. LGA may at any time exercise, in its own right, any of the powers or functions delegated by it and any such exercise will not, without more, amount to the revocation of any delegation in favour of a Delegate.

3.4 Subject only to any limitations or conditions in the delegation, the Delegate, in exercising delegated power, will be empowered under these Rules as if it were LGA.

**4. Objectives of the Workers' Scheme**

4.1 The Objectives are to provide to Members assistance in respect of their potential and actual liabilities for any Claim for the rehabilitation of, and/or payment of, compensation to an employee or any other person so entitled for compensable disabilities under the RTW Act and including, but without limiting the generality of the foregoing, to provide:

- 4.1.1 advice in respect of minimising the risk of occurrence and severity of all compensable disabilities;
- 4.1.2 assistance in the administration, investigation and resolution of any Claim;
- 4.1.3 assistance in the rehabilitation of employees suffering from compensable disabilities;
- 4.1.4 legal representation in respect of any Claim; and

- 4.2 financial assistance by way of discretionary grants in respect of Member liabilities for the rehabilitation and compensation of all employees suffering from compensable disabilities.

## **5. Admission to Membership**

- 5.1 The Eligible Bodies listed in Rules 2.3.1 to 2.3.6 inclusive are automatically entitled to membership of the Workers' Scheme. Once an Eligible Body accepts an offer of membership in writing, they will become a Member of the Workers' Scheme.
- 5.2 The LGA Board may from time to time by Ordinary Resolution, and subject to the terms of these Rules, admit to membership of the Workers' Scheme for a Financial Year any other entity which makes an application to LGA and, upon their admission, such entity will be an Eligible Body for the purposes of Rule 2.3.7. The entity becomes a Member from when they accept an offer of membership in writing.
- 5.3 In exercising discretion to admit an entity to membership of the Workers' Scheme pursuant to Rule 5.2, the LGA Board may take into account any matter which it considers relevant.
- 5.4 Notwithstanding the admission of a Member to membership of the Workers' Scheme pursuant to Rule 5.1 or Rule 5.2, a Member shall only be entitled to the benefits of the Workers' Scheme if, at the relevant time, that Member has paid in full any contribution payable by it under Rule 11 or otherwise as required in accordance with these Rules.
- 5.5 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.

## **6. Fund**

- 6.1 LGA shall establish and maintain the Fund to meet the Objectives and for that purpose, subject to Rule 5.4, may apply the Fund to meet:
- 6.1.1 such Claims as may be made against any one or more of the Members during that Financial Year;
  - 6.1.2 such Claims as may have been made against any one or more of the Members during any previous Financial Year and which at the commencement of these Rules and any new Financial Year has not been settled;
  - 6.1.3 the premium payable to an appropriate indemnity insurer to provide Indemnity Cover for the that Financial Year;
  - 6.1.4 the operating expenses of the Workers' Scheme for that Financial Year, including:
    - 6.1.4.1 the remuneration of LGA referred to in Rule 12.1; and
    - 6.1.4.2 any expenses of LGA or a Delegate referred to in Rule 12.2; and
  - 6.1.5 any grants or allocations to Members, or any other person or body for or on behalf of any Member, which LGA in its discretion may make.
- 6.2 The Members must contribute to the Fund in the proportions and the amounts determined annually by LGA.
- 6.3 LGA shall administer the Fund with the intent that upon the settlement of all Claims made in any Financial Year:
- 6.3.1 any surplus remaining in the Fund at the end of a Financial Year shall be allocated at the absolute direction of LGA:
    - 6.3.1.1 toward liabilities of the Fund for any other Financial Year whether future or past;
    - 6.3.1.2 by way of refund to Members or other means as determined by the LGA; or
    - 6.3.1.3 as a general reserve; and
  - 6.3.2 any deficiency in the Fund in a Financial Year may be met by additional contributions levied by LGA against each Member for that Financial Year in the proportion in which contributions were made to the Fund by each Member for that Financial Year.

## **7. Admission of Claim to Indemnity**

Subject to any obligations or limitations that apply to LGA under the RTW Act, the LGA shall consider any Claim for which a Member seeks indemnity from the Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as LGA may consider appropriate determine whether it will grant indemnity and assistance for the Member from the Fund in respect of any such Claim. Any reference in these Rules to "indemnity" (or similar) from the Fund is indemnity granted in the LGA's sole and absolute discretion (which is subject to any obligations or limitations that apply to LGA under the RTW Act) in accordance with this Rule 7.

## **8. Powers, Duties and Functions of LGA**

- 8.1 LGA will administer and manage the Workers' Scheme in the pursuit of the Objectives.
- 8.2 LGA shall be empowered for and on behalf of the Members to do all the following things namely:
- 8.2.1 levy Members for contributions in accordance with Rule 11, including differential contributions in respect of each Member to the Fund having regard to any matter which it considers relevant;
  - 8.2.2 invest all contributions received from Members and other monies received comprising the Fund which are not immediately required to meet the liabilities of the Workers' Scheme;
  - 8.2.3 expend the contributions of, and income earned by, the Fund in respect of each Financial Year in and towards:
    - 8.2.3.1 the general administration of the Workers' Scheme;
    - 8.2.3.2 assistance to Members by way of any advice in respect of their potential and actual liabilities in respect of compensable disabilities;
    - 8.2.3.3 assistance to Members in respect of the rehabilitation of employees suffering from compensable disabilities;
    - 8.2.3.4 assistance to Members in the administration, investigation and resolution of Claims;
    - 8.2.3.5 legal representation for Members in respect of any Claims;
    - 8.2.3.6 financial assistance by way of discretionary grants to Members in respect of their liabilities to rehabilitate and compensate employees suffering from compensable disabilities;
    - 8.2.3.7 any remuneration of LGA referred to in Rule 12.1; and
    - 8.2.3.8 any expenses of LGA or a Delegate referred to in Rule 12.2.

- 8.3 LGA may make such additional rules to be observed by a Member or the Members as it may deem fit with respect to the terms and conditions upon which a Member or Members will be eligible for assistance from the Workers' Scheme provided that no such rule shall be made in terms inconsistent with these Rules and further provided that no such rule shall operate and take effect in respect of any Member until a copy thereof shall have been served upon such Member or Members.
- 8.4 LGA will enter into all such agreements for and on behalf of Members as are necessary for or incidental to the proper administration of the Workers' Scheme in the pursuit of the Objectives.
- 8.5 LGA will carry out investigations of such relevant matters and make submissions to such relevant bodies as LGA may deem to be necessary for or incidental to, the proper administration of the Workers' Scheme in the pursuit of the Objectives.
- 8.6 The duties of LGA shall include:
- 8.6.1 to achieve and implement the Objectives;
  - 8.6.2 to ensure from a financial perspective that the Workers' Scheme is viable;
  - 8.6.3 to keep records of all activities for and on behalf of the Workers' Scheme;
  - 8.6.4 to review the performance and function of the Workers' Scheme;
  - 8.6.5 to be responsible for the financial management of the Workers' Scheme to the extent that it shall:
    - 8.6.5.1 annually determine the total amount of contributions to be levied against all Members in respect of the Fund;
    - 8.6.5.2 from time to time undertake an assessment of Members or any of them and their activities to assist in the determination, in conjunction with actuarial advice, of the proportion in which the Members are to contribute to the Fund in any Financial Year and may upon the conclusion of any such investigation direct the Members as to the procedures to be adopted by them to prevent losses or to minimise Claims;
    - 8.6.5.3 annually prepare the operating budget and the financial statements of the Workers' Scheme and report to the Members on any items arising from those statements;
    - 8.6.5.4 annually determine the extent of Claims to be indemnified from the Fund;
    - 8.6.5.5 annually determine the amount and nature of Indemnity Cover to be purchased from the Fund for any term and to determine the indemnity insurer for this purpose; and
    - 8.6.5.6 be responsible for the assessment of the Members to determine, in conjunction with actuarial advice, the proportion in which they are to contribute to the Fund in each year from the total contributions determined in accordance with Rule 8.6.5.1;
  - 8.6.6 to manage Claims made against each Member including:
    - 8.6.6.1 the investigation and assessment of those Claims;
    - 8.6.6.2 the provisions of loss prevention and risk minimisation guidelines;
    - 8.6.6.3 the keeping of the accounts of the Fund for each Financial Year; and
  - 8.6.7 the conduct of any investigation or audit of the activities of a Member so as to identify and assess risk, to give notice to a Member to take action to minimise risk and to report to the Board the outcome of such investigation or audit including detail of any notice given to a Member and the Member's response to such notice.
- 8.7 The annual operating budget and financial statements referred to in Rule 8.6.5.3 shall deal separately with the following items:
- 8.7.1 the projected income of the Fund by way of contributions interest or other sources;
  - 8.7.2 the liabilities of the Fund for estimated Claims and Claims adjustment costs;
  - 8.7.3 the amounts to be allowed to provide for the cost of arranging Indemnity Cover;
  - 8.7.4 general and administrative costs to be charged against the Fund; and
  - 8.7.5 any grants in accordance with Rules 6.1.5 and 10.7.
- 8.8 LGA may at its discretion alter the amounts to be expended in respect of the items listed in the budget for each Financial Year where necessary to meet the purposes of the Workers' Scheme.
- 8.9 Where it becomes apparent to LGA that for any Financial Year the Fund will be insufficient to meet Claims payable from the Fund, LGA may at any time require the payment by the Members for that Financial Year of an additional contribution in the same proportions as the contribution paid by each of the Members to the Fund for that Financial Year in order to ensure that all Claims upon the Fund for that Financial Year are able to be met.
- 8.10 LGA shall report annually to the Members on all aspects of the operation of the Workers' Scheme for the preceding Financial Year, including details in relation to:
- 8.10.1 outstanding Claims (including an assessment as to the liability of outstanding Claims and the ability of the Fund to meet the assessment of liability);
  - 8.10.2 further contributions required, if any;
  - 8.10.3 the investment of the moneys of the Fund not immediately required;
  - 8.10.4 the allocation of surplus moneys in the Fund, if any;
  - 8.10.5 any remuneration received by LGA pursuant to Rule 12.1; and
  - 8.10.6 any expenses of LGA (or its Delegate) referred to in Rule 12.2.
- 8.11 LGA shall be available at all times to the Members to answer any questions on the conduct of the activities of the Workers' Scheme.
- 8.12 LGA may establish such committees as it considers necessary to be constituted by such persons as LGA may determine to investigate and report to LGA on any matter relevant to the Workers' Scheme.

## 9. Claims and Indemnity

### 9.1 Indemnity Cover

LGA shall purchase Indemnity Cover to an amount determined by LGA from year to year.

## 9.2 Excess

Each Member will be liable for the first amount of any Claim to be known as the "Excess" which shall be determined by LGA. The Excess may be a differential amount for each Member and for each Claim or a combination of both.

## 9.3 Defaulting Member

LGA may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to indemnity from the Fund for a particular year or years.

## 9.4 Special Risks

LGA may by written notice to a Member exclude a Member from any or a defined entitlement to indemnity from the Fund for a Claim in respect of a "special risk" as determined by LGA.

## 9.5 Other Insurance

A Member is not entitled to indemnity from the Fund for any Claim for which, at the time of the happening of the event giving rise to the Claim, the Member was otherwise indemnified or insured by or would, but for the existence of this Workers' Scheme be indemnified or insured by any other policy or policies of insurance or otherwise, except in respect of any liability beyond the amount which would have been payable under such other policy or policies had this Workers' Scheme not been in existence.

## 9.6 Failure to Notify and False Notification

9.6.1 Where a Member fails to notify LGA as required by Rules 10.1 and 10.3, breaches Rule 10.2, submits a false Claim or provides false information contrary to Rule 10.4 or fails to comply with any requirement or notice issued pursuant to Rule 13, LGA may (in lieu of terminating the membership of the defaulting Member pursuant to Rule 18 and in addition to any other power under these Rules) levy an additional contribution to be paid by a defaulting Member or remove any benefit which may otherwise have accrued to the benefit of the Member under these Rules as a condition precedent for the Claim against the Member to be considered for indemnity from the Fund.

9.6.2 A decision by LGA to levy an additional contribution against a Member in default, or to remove any benefit in lieu of termination of membership or any other sanction, does not preclude LGA from exercising the power to terminate the membership of the defaulting Member if there is any repeat of the default or failure by the Member to adequately address the issue of concern identified by LGA (including the payment of the additional contribution) or any other relevant performance or risk management issue.

# 10. Claims Procedure

## 10.1 Notice

A Member shall, as a condition precedent to a Claim to be indemnified under these Rules and, subject to the default provisions, as a condition of continued entitlement to the benefits of membership of the Workers' Scheme, forthwith give to LGA written notice of each of the following:

10.1.1 any circumstance or occurrence of which the Member shall become aware or should reasonably be aware which is likely to give rise to a Claim;

10.1.2 receipt of any notice, written or oral, from any person of any intention to make a Claim; and

10.1.3 every Claim whether the quantum of the Claim exceeds the Excess or not.

## 10.2 Not admit liability

A Member shall not admit liability for, compromise, settle or make or promise any payment in respect of, any Claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of LGA which if it so wishes shall be entitled to take over and conduct in the name of the Member the defence and/or settlement of any such Claim for which purpose the Member shall give all such information and assistance as LGA may reasonably require.

## 10.3 Increase in Risk

A Member shall forthwith give to LGA full particulars in writing of any material increase in the risk of any Claim and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be required by LGA in respect of such Claim.

## 10.4 Fraudulent Claim and False Information

If a Member shall submit a Claim for indemnity from the Fund knowing the Claim to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement to indemnity from the Fund shall become void and all benefits hereunder relating to that Claim shall be forfeited.

## 10.5 Continued support

During the continuance of any Claim which is to be indemnified from the Fund the Member shall provide LGA with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation defence and resolution of any such Claim.

## 10.6 Subrogation

Every Member seeking indemnity from the Fund shall by membership of the Workers' Scheme have agreed to subrogate to LGA its rights to investigate, defend and resolve any Claim.

## 10.7 Special Assistance

Any Member requiring special assistance by way of a grant or otherwise to manage any risk which may result in a Claim may make written application for such to LGA whereupon LGA shall deal with the matter and in doing so may request any information from the Member and may resolve to refuse the grant or make the grant on such terms and conditions as it deems appropriate.

# 11. Contributions

11.1 Contributions for each Financial Year shall be as determined by LGA. Contributions so determined must be paid by each Member as requested by LGA.

11.2 Contributions once paid by a Member to the Fund shall not be recoverable in whole or in part by the Member for any reason, including in the event of the resignation or early termination of membership of the Workers' Scheme under Rule 18, or a decision by LGA not to accept a Claim or to impose a condition for indemnity.

- 11.3 Contributions by each Member shall be applied by LGA at its discretion toward the accumulation of the Fund, the purchase of Indemnity Cover and otherwise in furtherance of the Objectives.
- 11.4 Contributions for each Member shall be determined by LGA from year to year and may be differential in respect of each Member to the Fund. For the purpose of determining the appropriate contribution for each Member, the Member shall provide LGA such information as is required to determine:
  - 11.4.1 the annual declared wages of the Member for all its employees; and
  - 11.4.2 any other matter requested by LGA.
- 11.5 Additional contributions for any Financial Year may be levied by LGA against any Member or Members or all of the Members at any time for any of the following reasons:
  - 11.5.1 purchasing additional Indemnity Cover in any Financial Year;
  - 11.5.2 to cover special risks as determined by LGA;
  - 11.5.3 to cover an increase in risk of Claims of a Member;
  - 11.5.4 to compensate the Fund for the actions of a defaulting Member or Members;
  - 11.5.5 to compensate the Fund for conditional risk, non-compliance with a request resulting in a loss to the Fund, or the failure by a Member to abide by a reasonable direction of LGA;
  - 11.5.6 for any of the reasons contemplated by Rule 9.6.1; and
  - 11.5.7 any other reason determined by LGA to be a relevant reason.
- 11.6 LGA may, having regard to the advice of an actuary, operate a "bonus/penalty" scheme and the Members shall be bound to accept such a decision by LGA.

## **12. LGA's Remuneration, Costs and Expenses**

- 12.1 The LGA is entitled to reserve for itself from the contributions an amount in consideration of the conduct and management of the Workers' Scheme (LGA's Remuneration). LGA's Remuneration will be determined on an annual basis by LGA and reported to Members annually as contemplated by Rule 8.10.5.
- 12.2 LGA or its Delegate (as the case requires) shall be entitled to be reimbursed from the Fund for any operating expenses incurred by it in respect of the conduct and management of the Workers' Scheme.

## **13. Member's Obligations**

- 13.1 The primary obligation of a Member is to comply strictly with the technical requirements, and the spirit and intent of these Rules so as to ensure the integrity and viability of the Workers' Scheme which has been established as a discretionary protection scheme for the benefit of all Members.
- 13.2 In the spirit of mutual obligation every Member must not only comply with the technical requirements of these Rules and the direction of LGA but must also respect the spirit and intent of the Workers' Scheme by ensuring that timely and comprehensive notification is given to LGA of any incident, circumstance or matter which may give rise to a Claim or be a circumstance or matter which may be a risk capable of causing a compensable disability to any person, and by ensuring that adequate risk management and prevention strategies are put in place so as to absolutely minimise the risk of such a claim or compensable disability to any person.
- 13.3 It is also the obligation of every Member to notify LGA in advance of any activity to be undertaken by a Member or by any other person on a Member's premises or under a Member's control or influence which has by its nature a risk profile which is different to the risk profile of the usual and known activities of the Member, that is, usual activities of the Member actually known about by LGA.
- 13.4 LGA may at any time undertake a risk management audit of a Member's activities, including those activities over which a Member has control or influence, and every Member is obliged to fully and honestly assist LGA to conduct such an audit by providing LGA with all information as requested by LGA and by giving LGA access to all property, premises, records and any other material requested by LGA for the purposes of the audit.
- 13.5 A Member must modify or cease activities which LGA determines to be an unacceptable risk and about which LGA has issued a notice to the Member.
- 13.6 A Member must comply with any notice given by LGA under these Rules.

## **14. Financial Provisions**

- 14.1 LGA shall in the name of the Workers' Scheme open an account with a bank of its choice.
- 14.2 LGA may authorise a person to operate the bank account.
- 14.3 All moneys received in respect of the Workers' Scheme shall be immediately deposited to the credit of the bank account and can be invested as follows:
  - 14.3.1 with the Local Government Finance Authority of South Australia;
  - 14.3.2 with the Superannuation Funds Management Corporation of South Australia trading as Funds SA;
  - 14.3.3 subject (to the extent practicable in the circumstances) to consulting with the Treasurer, in any security or investment authorised by the Trustee Act; or
  - 14.3.4 in any security or investment authorised by the LG Act or prescribed for the purposes of that Act.
- 14.4 LGA may borrow moneys for the purposes of meeting the Objectives and for that purpose may secure the repayment of such loans by granting security over the assets of the Workers' Scheme or the Fund.
- 14.5 LGA shall keep or cause to be kept all such accounting records for the Workers' Scheme as fully and correctly explain the transactions and financial position of the Workers' Scheme.
- 14.6 The accounting records shall be prepared and maintained in such a manner as will enable:
  - 14.6.1 true and fair accounts of the Workers' Scheme to be prepared from time to time; and
  - 14.6.2 the accounts of the Workers' Scheme to be conveniently and properly audited annually.



**15. Auditor**

- 15.1 LGA shall appoint an auditor to audit the book of account kept in respect of the Workers' Scheme and the Fund.
- 15.2 The Members (and the authorised representatives of each of the Members) and the Auditor shall be entitled at all times to have access to the accounting and all other records of the Workers' Scheme.
- 15.3 The Auditor:
  - 15.3.1 shall audit the Workers' Scheme's accounting records;
  - 15.3.2 shall examine and report on the adequacy of the Workers' Scheme's internal controls, including whether the internal controls provide a reasonable assurance that the relevant financial transactions have been recorded accurately and reliably; and
  - 15.3.3 may, at the request of LGA, examine and report on the efficiency and economy with which the resources of the Workers' Scheme are managed or used, annually during the currency of the Workers' Scheme or more frequently as LGA may direct.
- 15.4 The Auditor shall cause a written report to be sent to LGA on the completion of each annual audit in respect of the accounting, records of the Workers' Scheme and other records relating to the accounts prepared therefrom.
- 15.5 The Auditor's report shall state whether in the Auditor's opinion the accounting records aforesaid have been kept in accordance with generally accepted accounting principles and if the Auditor considers that the records have not been so kept the Auditor shall specify the reason for not being satisfied with them.

**16. Actuary**

- 16.1 LGA shall appoint an actuary to advise LGA on all aspects of the Workers' Scheme.
- 16.2 LGA will procure actuarial advice as and when required and at least annually for the purpose of preparing the annual budget.
- 16.3 The annual actuarial report will be provided to LGA.

**17. Accumulation**

LGA is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more Financial Year(s) for any purpose consistent with the Objectives.

**18. Cessation of Membership**

- 18.1 Each Member's membership of the Workers' Scheme will continue until such membership ends in accordance with this Rule 18.
- 18.2 A Member may resign as a Member by notice in writing to LGA. Any resignation under this Rule 18.2 will take effect from the date that is ninety (90) days from the date on which the notice of resignation is received by the LGA or such later date as is specified in the notice.
- 18.3 The LGA Board may by Ordinary Resolution terminate a Member's membership of the Workers' Scheme in the event that a Member:
  - 18.3.1 fails to comply with any notice issued under these Rules or the reasonable direction of LGA as to the conduct of its operations so as to minimise Claims and the risk of exposure to Claims or compensable disability of any person;
  - 18.3.2 fails to allow and/or accommodate a risk management audit to be undertaken by LGA or its nominee;
  - 18.3.3 fails to pay any contributions, additional contributions, costs or expenses within the time prescribed by LGA;
  - 18.3.4 commences or continues to undertake an activity which in the opinion of LGA is an activity which should not be undertaken or continued by the Member because it creates an unreasonable risk for the Member and the Workers' Scheme;
  - 18.3.5 conducts its activities in such a way as to put at risk the self-insurance status of LGA and the Members under the RTW Act;
  - 18.3.6 fails to notify LGA of any incident which may give rise to a Claim;
  - 18.3.7 commits any other breach of these Rules; or
  - 18.3.8 has, in the reasonable opinion of the LGA Board, brought the Workers' Scheme into disrepute.
- 18.4 Any termination pursuant to Rule 18.3 is effective forthwith upon the decision being made by the LGA Board or on such other later date as is determined by the LGA Board whereupon the Member is thereafter from the effective date of the decision of the LGA Board not entitled to any benefits of membership under the Workers' Scheme.
- 18.5 The resignation or termination of a Member's membership of the Workers' Scheme in accordance with Rule 18.2 or Rule 18.3 shall not vary or waive the obligations of the continuing Members. For the avoidance of doubt, any Member who resigns as a Member in accordance with Rule 18.2 or has its membership terminated in accordance with Rule 18.3:
  - 18.5.1 remains liable to pay any unpaid contribution in accordance with these Rules for the Financial Year in which the resignation or termination takes effect; and
  - 18.5.2 is not entitled to a refund of any contribution previously paid in respect of the Workers' Scheme.
- 18.6 The resignation or termination of a Member's membership of the Workers' Scheme in accordance with Rule 18.2 or Rule 18.3 (as the case may be) shall not otherwise affect any entitlement to indemnity for any Claim already admitted to indemnity by virtue of Rule 7 nor vary or waive the obligations of the Member to comply with the provisions of the Rules in respect of any Financial Year during which the Member was a member of the Workers' Scheme.
- 18.7 If a Member is in default in payment of any contribution, additional contribution, costs or expenses, or in any other way so that the Fund suffers or is likely to suffer any financial loss or incur additional expense, LGA may, as an alternative to termination under Rule 18.3, require the defaulting Member to pay to the Fund an amount to be determined by LGA to reimburse the Fund for the loss or additional expense. A certificate issued by LGA specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The amount in the Certificate may be recovered against the member by LGA as a debt payable by the defaulting Member.
- 18.8 If Member fails to comply with a notice or direction as contemplated by Rule 18.3.1, LGA may (in its absolute discretion), as an alternative to termination, require the Member pay an additional contribution to the Fund to cover the additional risk of Claims or as compensation for the default.

- 18.9 A decision by the LGA Board under Rule 18.3 to terminate membership of any Member is final and binding on all Members, including the terminated Member.
- 18.10 In any situation where membership is terminated or limited LGA shall forthwith provide formal notification of the fact to the Minister responsible for Local Government and the Minister responsible for Industrial Relations.

#### 19. Determination of Disputes

- 19.1 If any dispute or difference (other than a decision of the LGA Board under Rule 18.3 to terminate a membership) shall arise between any Member and LGA out of or in connection with the operations of the Workers' Scheme then either the Member or LGA ("Notifier") may give written notice of dispute which adequately identifies and provides details of the dispute to the other person ("Recipient"). Notwithstanding the existence of a dispute the Notifier and the Recipient shall continue to perform their respective obligations under the Rules.
- 19.2 Within fourteen (14) days after receiving a notice of dispute, the Notifier and Recipient shall confer at least once and in good faith to resolve the dispute or to agree on methods of doing so. All aspects of every such conference, except the fact of the occurrence of the conference, shall be privileged. If either of the Notifier or the Recipient has not made a reasonable or meaningful attempt at a resolution within 28 days of service of the notice of dispute, that dispute shall be referred to arbitration.
- 19.3 If, within a further fourteen (14) days of the dispute being referred to arbitration under Rule 19.2, the Notifier and the Recipient have not agreed upon an arbitrator, the dispute shall be referred to a Solicitor or Barrister of the Supreme Court of South Australia appointed for this purpose by the President for the time being of the Law Society of South Australia and all proceedings shall be subject to the provisions of the *Commercial Arbitration Act 1986*.
- 19.4 Except where the Notifier and the Recipient otherwise agree in advance in writing, the Notifier and the Recipient shall each bear its own costs and pay one half of the fees and expenses of the arbitration.
- 19.5 The decision of the Arbitrator shall be final and binding upon the Notifier and the Recipient.

#### 20. Amendment to Rules

- 20.1 These Rules may be amended at any time by Special Resolution of the LGA Board.
- 20.2 Amendments to these Rules shall operate prospectively and not retrospectively and will be binding on all Members from the date on which the amended Rules are published in the *South Australian Government Gazette*.
- 20.3 Notice of any amendment shall be given forthwith to all Members and to the Minister responsible for Local Government and the Minister responsible for Industrial Relations.

#### 21. Term of Workers' Scheme and Termination

- 21.1 The Workers' Scheme will continue until it is terminated by an Act of the Parliament of the State of South Australia.
- 21.2 Upon termination of the Workers' Scheme, unless the Parliament of the State of South Australia determines otherwise, the Fund remaining after satisfying all liabilities will be paid by LGA for the benefit of the Members at that time in such manner as is determined by LGA in its absolute discretion for the purpose of minimising the risk of Claims arising in the future.

Dated: 31 July 2025

KAREN TEAHA  
Acting Chief Executive Officer

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FLEURIEU REGIONAL WASTE AUTHORITY  
LOCAL GOVERNMENT ACT 1999  
*Regional Subsidiary—Charter 2025*

The Constituent Councils of the Authority being Alexandrina Council, City of Victor Harbor, District Council of Yankalilla and Kangaroo Island Council have each agreed to the amended Charter of the Authority

In accordance with Clause 19(5) of Schedule 2 to the *Local Government Act 1999*, a copy of the amended Charter has been furnished to the Minister for Local Government and a copy is published on and available for review/public inspection at:

<https://fleurieuregionalwasteauthority.com.au/about-us/vision-governance>

Dated: 31 July 2025

SIMON GRENFELL  
Executive Officer

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## PUBLIC NOTICES

### NATIONAL ENERGY RETAIL LAW

#### *Notice of Initiation*

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

Under s 251, the SA Power Networks and Essential Energy has requested the *Improving life support processes* (Ref. RRC0064) proposal. The proposal seeks to improve the existing processes of retailers and distributors in registering and serving customers that require life support equipment at their premises. Submissions must be received by **4 September 2025**.

Submissions can be made via the [AEMC's website](#). Before making a submission, please review the AEMC's [privacy statement](#) on its website, and consider the AEMC's [Tips for making a submission](#). 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 15, 60 Castlereagh St  
Sydney NSW 2000  
Telephone: (02) 8296 7800  
[www.aemc.gov.au](http://www.aemc.gov.au)

Dated: 31 July 2025

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### TRUSTEE ACT 1936

#### PUBLIC TRUSTEE

#### *Estates of Deceased Persons*

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

BOBCZYNSKI Diana Krystina late of 22 Fourth Avenue Seaton Clerical Officer who died 25 November 2024  
BONIN Aida Marcella late of 50 Railway Terrace Balaklava of no occupation who died 19 March 2024  
EVANS Darcy George late of Allan Street Crystal Brook Retired Cultural Advisor who died 25 December 2023  
GROSS Ingeborg Kate Hildegard late of 2 Kalyra Road Belair of no occupation who died 22 December 2024  
JANZ Darryl John late of Hospital Road Quorn Retired Tractor/Truck Driver who died 22 January 2025  
JENKINS Geoffrey Dean late of 33 Catalina Road Elizabeth East of no occupation who died 10 November 2024  
JENNINGS Richard Thomas late of 333 Marion Road North Plympton Retired Mechanic/Labourer who died 30 October 2024  
MORGAN Edith Alice late of 19 Mill Road Encounter Bay Retired Cook who died 5 October 2024  
O'CONNELL Stephen late of 6 Booth Avenue Linden Park of no occupation 3 August 2023  
O'SHEA Lawrence John Edward late of 6 Marion Street Adelaide Retired Photographer who died on or about 5 May 2024  
SINCOCK Valda Joyce late of 333 Marion Road North Plympton Retired Dressmaker who died 14 March 2025  
VOLRAAT William late of 8 Gairdner Boulevard Andrews Farm Retired Kennel Attendant who died 16 September 2023  
WIERSEMA Lynette Zoe late of 19 Cornhill Road Victor Harbor of no occupation who died 11 April 2025

Notice is hereby given pursuant to the *Trustee Act 1936* (SA), the *Succession Act 2023* (SA) and the *Family Relationships Act 1975* (SA) 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 at GPO Box 1338, Adelaide, 5001, full particulars and proof of such claims, on or before the 29 August 2025 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: 31 July 2025

T. BRUMFIELD  
Public Trustee

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# NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

Notices must be emailed by 4 p.m. Tuesday, the week of publication.

Submissions are formatted per the gazette style and a proof will be supplied prior to publication, along with a quote if applicable. Please allow one day for processing notices.

Alterations to the proof must be returned by 4 p.m. Wednesday.

## **Gazette notices must be submitted as Word files, in the following format:**

- Title—the governing legislation
- Subtitle—a summary of the notice content
- Body—structured text, which can include numbered lists, tables, and images
- Date—day, month, and year of authorisation
- Signature block—name, role, and department/organisation authorising the notice

## **Please provide the following information in your email:**

- Date of intended publication
- Contact details of the person responsible for the notice content
- Name and organisation to be charged for the publication—Local Council and Public notices only
- Purchase order, if required—Local Council and Public notices only

EMAIL: [governmentgazettesa@sa.gov.au](mailto:governmentgazettesa@sa.gov.au)

PHONE: (08) 7133 3552

WEBSITE: [www.governmentgazette.sa.gov.au](http://www.governmentgazette.sa.gov.au)

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**All instruments appearing in this gazette are to be considered official, and obeyed as such**