



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

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ADELAIDE, THURSDAY, 13 JUNE 2024

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

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## GOVERNOR'S INSTRUMENTS

### ACTS

Department of the Premier and Cabinet  
Adelaide, 13 June 2024

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

No. 18 of 2024—Supply Bill 2024

An Act for the appropriation of money from the Consolidated Account for the financial year ending on 30 June 2025

No. 19 of 2024—Supreme Court (Distribution of Business) Amendment Bill 2024

An Act to amend the Supreme Court Act 1935

No. 20 of 2024—Work Health and Safety (Review Recommendations) Amendment Bill 2024

An Act to amend the Work Health and Safety Act 2012 and to make related amendments to the Fair Work Act 1994

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

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### APPOINTMENTS, RESIGNATIONS AND GENERAL MATTERS

Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Board of the Environment Protection Authority, pursuant to the provisions of the Environment Protection Act 1993:

Member: from 1 July 2024 until 30 June 2027

Catherine Sheree Cooper

Member: from 8 August 2024 until 7 August 2027

Mark Peter Withers

Member: from 1 July 2024 until 30 June 2026

Christopher Xenophon Stathy

Member: from 1 July 2024 until 30 June 2025

Stephen Timothy Dennis Christley

Christine Louise Trenorden

Presiding Member: from 1 July 2024 until 30 June 2027

Catherine Sheree Cooper

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

CAB24/00052

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint the auxiliary judicial officers listed for a period commencing on 1 July 2024 and expiring on 30 June 2025, it being a condition of employment 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:

Katrina Jane Bochner as an Auxiliary Judge of the Supreme Court

Graham Walter Dart as an Auxiliary Judge of the Supreme Court

Geraldine Davison as an Auxiliary Judge of the Supreme Court

Kevin Gordon Nicholson as an Auxiliary Judge of the Supreme Court

Gregory John Parker as an Auxiliary Judge of the Supreme Court

David Harvey Peek as an Auxiliary Judge of the Supreme Court

Rauf Soulio as an Auxiliary Judge of the Supreme Court

Sydney William Tilmouth as an Auxiliary Judge of the Supreme Court

Gordon Fraser Barrett as an Auxiliary Judge of the District Court

Wayne Chivell as an Auxiliary Judge of the District Court

Dean Ernest Clayton as an Auxiliary Judge of the District Court

John Francis Costello as an Auxiliary Judge of the District Court and Environment, Resources and Development Court, and Auxiliary Master of the Supreme Court

Christina Rose Flourentzou as an Auxiliary Master of the Supreme Court and as an Auxiliary Master of the District Court

Peter Dennis Hannon as an Auxiliary Judge of the District Court

Peter John Norman as an Auxiliary Master of the Supreme Court and as an Auxiliary Master of the District Court

Mark Nicholas Rice as an Auxiliary Master of the District Court

John Stephen Roder as an Auxiliary Master of the District Court

Teresa Marie Anderson as an Auxiliary Magistrate

Phillip Edward James Broderick as an Auxiliary Magistrate

Yoong Fee Chin as an Auxiliary Magistrate

Jodie Marieka Carrel as an Auxiliary Magistrate and Deputy President of the South Australian Employment Tribunal

John Gerard Fahey as an Auxiliary Magistrate and an Auxiliary Master of the District Court  
Terence Frederick Forrest as an Auxiliary Master of the District Court and an Auxiliary Magistrate  
Theodore Iuliano as an Auxiliary Magistrate  
Barbara Ellen Johns as an Auxiliary Magistrate  
Clive William Kitchin as an Auxiliary Magistrate  
Stefan Peter Metanomski as an Auxiliary Magistrate

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0100-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable Justice Stephen Hall to the Office of Judge of the Court of Appeal Division of the Supreme Court of South Australia on an auxiliary basis for a term commencing on 9 September 2024 and expiring on 20 September 2024, 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,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0100-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint the Honourable Justice John Bond to the Office of Judge of the Court of Appeal Division of the Supreme Court of South Australia on an auxiliary basis for a term commencing on 11 November 2024 and expiring on 15 November 2024, 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,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0100-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint Megan Frances Napier Dyson as a part-time sessional Commissioner of the Environment, Resources and Development Court of South Australia and designate her as a Commissioner for the purposes of the Court's jurisdiction under the Landscape South Australia Act 2019, the Irrigation Act 2009 and the Environment Protection Act 1993, for a term of three years commencing on 9 July 2024 and expiring on 8 July 2027 - pursuant to section 10 and the Schedule of the Environment, Resources and Development Court Act 1993.

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0106-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint Neil Raymond Kirkham as a part-time sessional Commissioner of the Environment, Resources and Development Court of South Australia and designate him as a Commissioner for the purposes of the Court's jurisdiction under the Planning, Development and Infrastructure Act 2016 and the Building Code of Australia, for a term of three years commencing on 9 July 2024 and expiring on 8 July 2027 - pursuant to section 10 and the Schedule of the Environment, Resources and Development Court Act 1993.

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0106-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint Penelope Ann Croser as the State Courts Administrator for a term of five years commencing on 15 June 2024 and expiring on 14 June 2029 - pursuant to section 16 of the Courts Administration Act 1993.

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0109-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has been pleased to appoint Carolyn Jane Puglisi and Simone Louise Burge, Forensic Scientists at Forensic Science South Australia, as Analysts for the purposes of the Controlled Substances Act 1984, effective from 13 June 2024 until revoked and on the condition that they are employed in a forensic analyst role, and that they do not have a direct or indirect interest in the manufacture, production, sale or supply of any substance or device to which the Controlled Substances Act 1984 applies - pursuant to section 51 of the Controlled Substances Act 1984.

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0093-24CS

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Department of the Premier and Cabinet  
Adelaide, 13 June 2024

His Excellency the Governor's Deputy in Executive Council has determined that special leave without remuneration granted to a magistrate shall count as service for the purposes of the Magistrates Act 1983, up to a limit of 20 working days special leave without remuneration in any year of service for a full-time magistrate and on a pro-rata basis for a part-time magistrate, pursuant to section 18(4) of the Magistrates Act 1983.

By command,

SUSAN ELIZABETH CLOSE, MP  
For Premier

AGO0094-24CS

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## PROCLAMATIONS

South Australia

## **Ayers House Act (Commencement) Proclamation 2024**

### **1—Short title**

This proclamation may be cited as the *Ayers House Act (Commencement) Proclamation 2024*.

### **2—Commencement of Act**

The *Ayers House Act 2024* (No 11 of 2024) comes into operation on 1 July 2024.

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

with the advice and consent of the Executive Council  
on 13 June 2024

South Australia

## **Administrative Arrangements (Administration of Ayers House Act) Proclamation 2024**

under section 5 of the *Administrative Arrangements Act 1994*

### **1—Short title**

This proclamation may be cited as the *Administrative Arrangements (Administration of Ayers House Act) Proclamation 2024*.

### **2—Commencement**

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

### **3—Administration of Act committed to Minister for Climate, Environment and Water**

The administration of the *Ayers House Act 2024* is committed to the Minister for Climate, Environment and Water.

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

with the advice and consent of the Executive Council  
on 13 June 2024

South Australia

# **Residential Tenancies (Miscellaneous) Amendment Act (Commencement) Proclamation 2024**

## **1—Short title**

This proclamation may be cited as the *Residential Tenancies (Miscellaneous) Amendment Act (Commencement) Proclamation 2024*.

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

The following provisions of the *Residential Tenancies (Miscellaneous) Amendment Act 2023* (No 41 of 2023) come into operation on 1 July 2024:

- (a) sections 3 and 4;
- (b) sections 7 and 8;
- (c) section 9(3) and (13);
- (d) section 13(2);
- (e) section 16(1) and (2);
- (f) section 17(1), (2) and (5);
- (g) section 20(2);
- (h) section 21(3) and (6);
- (i) section 22;
- (j) section 24(1);
- (k) sections 25 to 28 (inclusive);
- (l) section 30;
- (m) sections 32 to 34 (inclusive);
- (n) sections 36 to 39 (inclusive);
- (o) sections 41 to 44 (inclusive);
- (p) section 45(1) and (2);
- (q) sections 46 to 55 (inclusive);
- (r) sections 58 and 59;
- (s) section 67(3);
- (t) section 70;
- (u) section 77(2);
- (v) section 78(3) and (6);
- (w) section 79;
- (x) sections 82 and 83;
- (y) section 87;
- (z) section 88(1);
- (za) section 90;

- (zb) section 95;
- (zc) Schedule 1 Part 2 clause 6(1) and (5);
- (zd) Schedule 1 Part 2 clause 10(2).

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

with the advice and consent of the Executive Council  
on 13 June 2024

South Australia

## **Youth Court (Designation and Classification of Magistrates) Proclamation 2024**

under section 9 of the *Youth Court Act 1993*

### **1—Short title**

This proclamation may be cited as the *Youth Court (Designation and Classification of Magistrates) Proclamation 2024*.

### **2—Commencement**

This proclamation comes into operation on 1 July 2024.

### **3—Designation and classification of magistrates**

The auxiliary magistrates named in Schedule 1 are—

- (a) designated as magistrates of the Youth Court of South Australia; and
- (b) classified as members of the Court's ancillary judiciary.

### **Schedule 1—Magistrates of the Court (auxiliary magistrates)**

Teresa Marie Anderson

Phillip Edward James Broderick

Yoong Fee Chin

John Gerard Fahey

Terence Frederick Forrest

Theodore Iuliano

Barbara Ellen Johns

Clive William Kitchin

Stefan Peter Metanomski

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

with the advice and consent of the Executive Council  
on 13 June 2024

## REGULATIONS

South Australia

**Residential Tenancies (Miscellaneous) Amendment  
Regulations 2024**under the *Residential Tenancies Act 1995***Contents****Part 1—Preliminary**

- 1 Short title
- 2 Commencement

**Part 2—Amendment of *Residential Tenancies Regulations 2010***

- 3 Amendment of regulation 4—Provision of inspection sheets by landlord
- 4 Insertion of regulation 4A
  - 4A Drug related conduct (section 3 of Act)
- 5 Insertion of regulations 6B to 6D
  - 6B Advertising premises—prescribed information and material facts (section 47C of Act)
  - 6C Information relating to supply of certain electricity (section 48(1)(ea) of Act)
  - 6D Residential tenancy agreements—prescribed requirements (section 49 of Act)
- 6 Amendment of regulation 9—Transmission of bond to Commissioner (sections 62 and 105L of Act)
- 7 Amendment of regulation 10—Bond—third party payments and guarantees (sections 63 and 105M of Act)
- 8 Insertion of regulations 10A and 10B
  - 10A Altering locks for premises—relevant orders and protected persons (section 66A of Act)
  - 10B Testing and remediation in relation to drug contamination (section 67B of Act)
- 9 Insertion of regulation 11A
  - 11A Minimum efficiency standards—requirements (sections 68A and 105PA of Act)
- 10 Amendment of regulation 12—Alteration of premises for provision of infrastructure or a service (section 70 of Act)
- 11 Substitution of regulations 12A to 14
  - 13 Right of entry—notice of proposed entry and requirements relating to records (section 72 of Act)
  - 14 Notice of termination—landlords (Part 5 Division 2 of Act)
  - 15 Grounds of termination (section 83 of Act)
  - 16 Grounds of termination (section 83A of Act)
  - 17 Vacation of premises and liability to pay rent (section 83A(4) of Act)
  - 18 Compensation for termination—prescribed circumstances (section 84A of Act)
  - 19 Notice of termination—tenants (Part 5 Division 3 of Act)
  - 19A Termination by tenant—prescribed circumstances (section 85C of Act)
  - 19B Termination by tenant on ground of domestic abuse (section 85D of Act)
  - 19C Tribunal orders in relation to circumstances of domestic abuse—prescribed grounds (section 90B of Act)
  - 19D Form of notice of termination—prescribed grounds and required information (section 91 of Act)
  - 19E Prohibition on letting premises after notice of termination—prescribed grounds (section 91A of Act)
  - 19F Abandoned property—prescribed period (section 97B of Act)
  - 19G Abandoned personal documents—prescribed period (section 97C of Act)
  - 19H Designated rooming house proprietors annual return—prescribed date (section 103D of Act)
  - 19I Termination of rooming house agreement—prescribed grounds (section 105U of Act)
  - 19J Abandoned property—prescribed period (section 105W of Act)



- 12 Insertion of Part 5  
Part 5—Transitional provisions—*Residential Tenancies (Miscellaneous) Amendment Act 2023*
- 23 Registration of proprietors of designated rooming houses
- 13 Substitution of Schedule 1  
Schedule 1—Forms
- 

## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Residential Tenancies (Miscellaneous) Amendment Regulations 2024*.

### 2—Commencement

These regulations come into operation on the day on which section 3 of the *Residential Tenancies (Miscellaneous) Amendment Act 2023* comes into operation.

## Part 2—Amendment of *Residential Tenancies Regulations 2010*

### 3—Amendment of regulation 4—Provision of inspection sheets by landlord

- (1) Regulation 4—delete "the tenant commences occupation of the premises under a residential tenancy agreement, the landlord (or his or her agent) must complete and provide to the tenant 2 signed copies" and substitute:

a tenant commences occupation of premises under a residential tenancy agreement, the landlord (or the landlord's agent) must complete and provide to each tenant under the agreement 1 signed copy

- (2) Regulation 4, penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.

### 4—Insertion of regulation 4A

After regulation 4 insert:

#### 4A—Drug related conduct (section 3 of Act)

- (1) For the purposes of the definition of *drug related conduct* in section 3(1) of the Act, conduct (not being exempt conduct) constituting the manufacture, or the smoking, consumption or administration, of a controlled drug is prescribed.

- (2) In this regulation—

*exempt conduct* means conduct that would constitute an offence set out in section 45A(8) of the *Controlled Substances Act 1984*;

*manufacture* has the same meaning as in the *Controlled Substances Act 1984*.

## 5—Insertion of regulations 6B to 6D

Before regulation 7 insert:

### **6B—Advertising premises—prescribed information and material facts (section 47C of Act)**

- (1) For the purposes of section 47C(1) of the Act, if the landlord intends to sell the premises within 3 months after the date on which the residential tenancy agreement is to be entered into, that information is prescribed.
- (2) For the purposes of section 47C(2) of the Act, if the landlord intends to sell the premises within 3 months after the date on which the residential tenancy agreement is to be entered into, that fact is prescribed.

### **6C—Information relating to supply of certain electricity (section 48(1)(ea) of Act)**

For the purposes of section 48(1)(ea) of the Act, the following information is prescribed:

- (a) information about the nature, benefits and potential consequences of participating in an embedded network generally;
- (b) the details of the retailer for the embedded network, including electricity tariffs that apply and the retailer's contact information, ABN and website address;
- (c) information about metering arrangements in relation to, and potential costs of, participating in the embedded network;
- (d) the cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

### **6D—Residential tenancy agreements—prescribed requirements (section 49 of Act)**

For the purposes of section 49(1)(d) of the Act, a residential tenancy agreement must require the tenant to acknowledge receipt of the written guide contemplated by section 49(3) of the Act.

## 6—Amendment of regulation 9—Transmission of bond to Commissioner (sections 62 and 105L of Act)

- (1) Regulation 9, heading—after "Commissioner" insert:

etc
- (2) Regulation 9—after its present contents (now to be designated subregulation (1)) insert:
  - (2) For the purposes of sections 62(3) and 105L(3) of the Act, the Commissioner must—
    - (a) notify—
      - (i) in the case of a notification made under section 62(3) of the Act—the landlord or the landlord's agent; or

- (ii) in the case of a notification made under section 105L(3) of the Act—the proprietor or the proprietor's agent, of receipt of the amount; and
  - (b) include in such a notification the following information:
    - (i) the amount received;
    - (ii) the date on which the amount was received;
    - (iii) the name of the person from whom the amount was received;
    - (iv) the address of the premises or rooming house (as the case requires) in respect of which the amount was received,so far as the information may be known by the Commissioner.
- (3) For the purposes of sections 62(4) and 105L(4) of the Act, if the Commissioner refunds an amount received apparently by way of a bond, the Commissioner must—
- (a) refund the amount to the person from whom it was received; and
  - (b) —
    - (i) if the amount was paid apparently in respect of a particular premises—notify the landlord of the premises, or the landlord's agent, of the refund; or
    - (ii) if the amount was paid apparently in respect of a particular rooming house—notify the proprietor of the rooming house, or the proprietor's agent, of the refund.

**7—Amendment of regulation 10—Bond—third party payments and guarantees (sections 63 and 105M of Act)**

- (1) Regulation 10, heading—before "third" insert:

prescribed periods,
- (2) Regulation 10—before subregulation (1) insert:
  - (a1) For the purposes of sections 63(4), (5), (7)(d)(ii)(A) and (9)(d)(i) and 105M(4), (5), (8)(d)(ii)(A) and (10)(d)(i) of the Act, the period of 14 days is prescribed.
- (3) Regulation 10—after subregulation (3) insert:
  - (4) For the purposes of sections 63(16)(a) and 105M(15)(a) of the Act, the period of 14 days is prescribed.

## 8—Insertion of regulations 10A and 10B

After regulation 10 insert:

### 10A—Altering locks for premises—relevant orders and protected persons (section 66A of Act)

- (1) For the purposes of section 66A(1)(a) of the Act, the following kinds of orders are prescribed:
  - (a) an intervention order under the *Intervention Orders (Prevention of Abuse) Act 2009*;
  - (b) a non-local DVO within the meaning of Part 3A of the *Intervention Orders (Prevention of Abuse) Act 2009*.
- (2) For the purposes of section 66A(1)(b) of the Act, a person for whose protection or benefit a relevant order is made is prescribed.

### 10B—Testing and remediation in relation to drug contamination (section 67B of Act)

- (1) For the purposes of section 67B(2) of the Act, testing of premises for contamination must comply with the following requirements:
  - (a) testing must be conducted by a qualified assessor;
  - (b) testing must be conducted in accordance with the *Guidelines for Environment Investigations, Remediation and Validation of former Clandestine Drug Laboratory Sites* prepared by the Commonwealth Attorney General's Department and Australian Crime Commission and published on the Commonwealth Attorney General's Department website, in force from time to time.
- (2) A qualified assessor who conducts testing in accordance with subregulation (1) must provide a written report to the landlord that contains—
  - (a) the results of the testing; and
  - (b) recommendations for remediation of the contamination.
- (3) In this regulation—

**qualified assessor** means a person who—

  - (a) has experience in environmental engineering, environmental science, environmental health or occupational hygiene; and
  - (b) holds qualifications in a discipline specified in paragraph (a) from a university or other tertiary education provider registered in Australia or established under a law of the Commonwealth or a State or Territory.

**9—Insertion of regulation 11A**

After regulation 11 insert:

**11A—Minimum efficiency standards—requirements (sections 68A and 105PA of Act)**

For the purposes of sections 68A and 105PA of the Act, the following requirements are prescribed:

- (a) the following fixtures must not have a flow rate that is higher than 9 litres per minute:
  - (i) shower heads;
  - (ii) cold water taps and single mixer taps for kitchen, laundry or bathroom sinks or hand basins;
- (b) toilets must be dual flush and have a minimum 3-star rating in accordance with the WELS scheme within the meaning of the *Water Efficiency Labelling and Standards Act 2005* of the Commonwealth;
- (c) an electrical appliance that is a GEMS product within the meaning of the *Greenhouse and Energy Minimum Standards Act 2012* of the Commonwealth must have a minimum 3-star rating in accordance with the determination in force from time to time under that Act relating to the relevant appliance;
- (d) electric or gas water heaters must comply with the determination in force from time to time under the *Greenhouse and Energy Minimum Standards Act 2012* of the Commonwealth relating to electric or gas water heaters (respectively).

**10—Amendment of regulation 12—Alteration of premises for provision of infrastructure or a service (section 70 of Act)**

Regulation 12—delete "70(1a)" and substitute:

70(1a)(a)

**11—Substitution of regulations 12A to 14**

Regulations 12A to 14—delete regulations 12A to 14 (inclusive) and substitute:

**13—Right of entry—notice of proposed entry and requirements relating to records (section 72 of Act)**

- (1) A notice given by a landlord to a tenant under section 72(1)(h) of the Act must be in the form set out in Form 2 in Schedule 1.

- (2) For the purposes of section 72(5a) of the Act, a record constituting a photograph or video recording of premises that is produced during entry onto the premises under section 72(1)(c), (ca), (f), (g) or (h) of the Act must not be distributed or published such that members of the public can view the record unless the landlord (or an agent of the landlord) provides, at least 7 days prior to the entry, notice in writing to the tenant that such a record will be so produced during the entry.
- (3) For the purposes of section 72(5a) of the Act, a record constituting a photograph or video recording that captures or contains the tenant's personal possessions must not be produced during entry onto the premises under section 72(1)(c), (ca), (f), (g) or (h) of the Act unless the landlord (or an agent of the landlord)—
  - (a) provides, at least 7 days prior to the entry, notice in writing to the tenant that such a record may be so produced; and
  - (b) obtains the written consent of the tenant for the production of the record.

#### **14—Notice of termination—landlords (Part 5 Division 2 of Act)**

- (1) A notice given by a landlord to the administrator of a tenant's estate or a tenant's next of kin under section 79B(4) of the Act must be in the form set out in Form 4 in Schedule 1.
- (2) A notice given by a landlord to a tenant under section 80 of the Act (including a notice that provides for the termination of the tenancy) must be in the form set out in Form 5 in Schedule 1.
- (3) A notice given by a landlord to a tenant under section 80A of the Act must be in the form set out in Form 6 in Schedule 1.
- (4) A notice given by a landlord to a tenant under section 81 or 82 of the Act must be in the form set out in Form 7 in Schedule 1.
- (5) A notice given by a landlord to a tenant under section 83 of the Act must be in the form set out in Form 8 in Schedule 1.
- (6) A notice given by a landlord to a tenant under section 83A of the Act must be in the form set out in Form 9 in Schedule 1.
- (7) A notice given by a landlord to a tenant under section 83B of the Act must be in the form set out in Form 10 in Schedule 1.

#### **15—Grounds of termination (section 83 of Act)**

- (1) For the purposes of section 83(1) of the Act, the following grounds of termination are prescribed:
  - (a) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;
  - (b) the tenant or a person residing at the premises threatened or intimidated (whether physically or psychologically) the landlord, the landlord's agent or a contractor or employee of the landlord or agent;

- (c) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
  - (d) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;
  - (e) if the landlord is a charitable organisation and it is a term of the residential tenancy agreement that the tenant meet the eligibility requirements of the organisation to reside at the premises—the tenant no longer meets the eligibility requirements of the organisation;
  - (f) if the landlord is an NRAS approved participant and the premises are a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the tenant is no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;
  - (g) if it is a term of the residential tenancy agreement that the tenant is a student of an educational institution or an employee of the landlord—the tenant is no longer a student of the institution or employee of the landlord (respectively).
- (2) In this regulation—
- charitable organisation*** means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—
- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
  - (b) it is not a registered community housing provider;
- NRAS approved participant*** means an approved participant within the meaning of the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth.

## 16—Grounds of termination (section 83A of Act)

- (1) For the purposes of section 83A(1) of the Act, the following grounds of termination are prescribed:
- (a) the landlord requires possession of the premises for demolition;
  - (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises;
  - (c) the landlord requires possession of the premises for—
    - (i) the landlord's own occupation; or
    - (ii) occupation by the landlord's spouse, child or parent; or
    - (iii) occupation by the spouse of the landlord's child or parent;

- (d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises;
- (e) the tenant, or a person permitted to enter the premises by the tenant, intentionally or negligently caused serious damage to—
  - (i) the premises; or
  - (ii) an area adjacent to the premises; or
  - (iii) safety equipment located on the premises or an area adjacent to the premises;

**Example—**

Safety equipment includes a smoke detector, a fire extinguisher or hydrant, a house alarm or a defibrillator.

- (f) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;
- (g) the tenant caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe;
- (h) the tenant or a person residing at the premises threatened or intimidated (whether physically or psychologically) the landlord, the landlord's agent or a contractor or employee of the landlord or agent;
- (i) the tenant—
  - (i) has been given 2 notices under section 80 of the Act which both specified the same or substantially similar breach by the tenant; and
  - (ii) has breached the residential tenancy agreement on a third occasion in the same or substantially similar manner as specified in the 2 notices;
- (j) the tenant has used the premises, or has caused the premises to be used, for an illegal purpose (including drug related conduct);
- (k) the tenant failed to pay the bond in respect of the premises in accordance with the residential tenancy agreement;
- (l) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
- (m) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;



- (n) if the landlord is a charitable organisation and it is a term of the residential tenancy agreement that the tenant meet the eligibility requirements of the organisation to reside at the premises—the tenant no longer meets the eligibility requirements of the organisation;
  - (o) if the landlord is an NRAS approved participant and the premises are a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the tenant is no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;
  - (p) if it is a term of the residential tenancy agreement that the tenant is a student of an educational institution or an employee of the landlord—the tenant is no longer a student of the institution or employee of the landlord (respectively).
- (2) In this regulation—
- charitable organisation*** means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—
- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
  - (b) it is not a registered community housing provider;

***NRAS approved participant*** means an approved participant within the meaning of the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth.

### **17—Vacation of premises and liability to pay rent (section 83A(4) of Act)**

For the purposes of section 83A(4) of the Act, if a notice of termination is given on a ground that also constitutes a breach of the residential tenancy agreement, that ground is prescribed.

### **18—Compensation for termination—prescribed circumstances (section 84A of Act)**

For the purposes of section 84A(1) of the Act—

- (a) circumstances in which the tenant has breached the residential tenancy agreement; and
  - (b) circumstances specified in section 80A of the Act,
- are prescribed.

### **19—Notice of termination—tenants (Part 5 Division 3 of Act)**

- (1) A notice given by an administrator of a tenant's estate or a tenant's next of kin to a landlord under section 79B(3) of the Act must be in the form set out in Form 3 in Schedule 1.

- (2) A notice given by a tenant to a landlord under section 85 of the Act (including a notice that provides for the termination of the tenancy) must be in the form set out in Form 11 in Schedule 1.
- (3) A notice given by a tenant to a landlord under section 85AA of the Act must be in the form set out in Form 12 in Schedule 1.
- (4) A notice given by a tenant to a landlord under section 85A of the Act must be in the form set out in Form 13 in Schedule 1.
- (5) A notice given by a tenant to a landlord under section 85B or 85C of the Act must be in the form set out in Form 14 in Schedule 1.
- (6) A notice given by a tenant to a landlord under section 85D of the Act must be in the form set out in Form 15 in Schedule 1.
- (7) A notice given by a tenant to a landlord under section 86 of the Act must be in the form set out in Form 16 in Schedule 1.
- (8) A notice given by a tenant to a landlord under section 86A of the Act must be in the form set out in Form 17 in Schedule 1.
- (9) A notice given by a tenant to a landlord under section 86B of the Act must be in the form set out in Form 18 in Schedule 1.

**19A—Termination by tenant—prescribed circumstances (section 85C of Act)**

- (1) For the purposes of section 85C(1)(a) of the Act, the following kinds of care are prescribed:
  - (a) aged care;
  - (b) palliative care;
  - (c) special care.
- (2) For the purposes of section 85C(1)(c) of the Act, accommodation that is provided—
  - (a) on a non-permanent basis; and
  - (b) on a non-profit basis; and
  - (c) —
    - (i) for persons who are experiencing homelessness or are at risk of experiencing homelessness; or
    - (ii) for persons who are experiencing domestic abuse; or
    - (iii) by a person or body in receipt of government funding for the purposes of providing accommodation for persons specified in a preceding subparagraph,is prescribed.

(3) In this regulation—

*special care* means the care of a person that constitutes any of the following:

- (a) assisting the person with 1 or more of the following:
  - (i) bathing, showering or personal hygiene;
  - (ii) toileting;
  - (iii) dressing or undressing;
  - (iv) grocery shopping, or preparing or eating meals;
- (b) physically assisting or supervising the person to undertake daily activities;
- (c) assisting or supervising the person in dispensing or taking medicine or medication;
- (d) providing the person with substantial emotional support through a service provided in one of the following:
  - (i) a supported residential facility within the meaning of the *Supported Residential Facilities Act 1992*;
  - (ii) an authorised community mental health facility within the meaning of the *Mental Health Act 2009*;
  - (iii) a facility at which disability services (within the meaning of the *Disability Services Act 1993*) are provided;
  - (iv) a hospital or a health service both within the meaning of the *Health Care Act 2008*.

**19B—Termination by tenant on ground of domestic abuse  
(section 85D of Act)**

- (1) For the purposes of section 85D(1)(a) of the Act, a person who is a domestic associate of a person who normally or regularly resides at the premises is prescribed.
- (2) For the purposes of section 85D(1)(b) of the Act, circumstances that are, in the opinion of an authorised professional, circumstances of domestic abuse are prescribed.
- (3) For the purposes of section 85D(2)(a) of the Act, the following kinds of evidence are prescribed:
  - (a) in the case of a notice given under section 85D(1)(a) of the Act—a copy of the intervention order;
  - (b) in the case of a notice given under section 85D(1)(b) of the Act—a report—
    - (i) prepared by an authorised professional in a manner and form approved by the Commissioner; and

- (ii) setting out the reasons the authorised professional is of the opinion that the circumstances of the tenant or domestic associate of the tenant are circumstances of domestic abuse; and
  - (iii) signed by the authorised professional.
- (4) In this regulation—
- authorised professional*** means—
- (a) a legal practitioner within the meaning of the *Legal Practitioners Act 1981*; or
  - (b) a registered health practitioner; or
  - (c) a social worker; or
  - (d) a person employed or engaged by a domestic and family violence support service or a sexual abuse support service.

**19C—Tribunal orders in relation to circumstances of domestic abuse—prescribed grounds (section 90B of Act)**

For the purposes of section 90B(1) of the Act, the following grounds are prescribed:

- (a) the ground of breach of the residential tenancy agreement;
- (b) a ground set out in a notice of termination given to the tenant under section 83 or 83A of the Act.

**19D—Form of notice of termination—prescribed grounds and required information (section 91 of Act)**

- (1) For the purposes of section 91(1)(ea) of the Act—
- (a) the grounds set out in section 81(1)(a) to (d) (inclusive) of the Act; and
  - (b) the grounds set out in regulation 16(1)(a) to (d) (inclusive) for the purposes of section 83A of the Act,
- are prescribed.
- (2) For the purposes of section 91(2)(f) of the Act, if a notice of termination is given under section 85C(1)(c) of the Act on the ground prescribed by regulation 19A(2) that the person requires temporary crisis accommodation that is provided for persons who are experiencing domestic abuse, or by a person or body in receipt of government funding for the purposes of providing accommodation to such persons, the notice must include the name of the provider of the crisis accommodation.

**19E—Prohibition on letting premises after notice of termination—prescribed grounds (section 91A of Act)**

For the purposes of section 91A(1) of the Act, the following grounds set out in a notice of termination given under section 83A of the Act are prescribed:

- (a) the landlord requires possession of the premises for demolition;
- (b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while a tenant remains in possession of the premises;
- (c) the landlord requires possession of the premises for—
  - (i) the landlord's own occupation; or
  - (ii) occupation by the landlord's spouse, child or parent; or
  - (iii) occupation by the spouse of the landlord's child or parent;
- (d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises.

**19F—Abandoned property—prescribed period (section 97B of Act)**

For the purposes of section 97B(4)(b) and (6) of the Act, the period of 7 days is prescribed.

**19G—Abandoned personal documents—prescribed period (section 97C of Act)**

For the purposes of section 97C(2)(b) and (3) of the Act, the period of 7 days is prescribed.

**19H—Designated rooming house proprietors annual return—prescribed date (section 103D of Act)**

For the purposes of section 103D(1) of the Act, a designated rooming house proprietor must pay the fee and provide the information or document to the Commissioner not later than—

- (a) the last day of the month in each year nominated in writing to the person by the Commissioner; or
- (b) 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 person's registration under section 103C of the Act was granted.

**19I—Termination of rooming house agreement—prescribed grounds (section 105U of Act)**

- (1) For the purposes of section 105U(6) of the Act, the following grounds of termination are prescribed:
- (a) the resident threatened or intimidated (whether physically or psychologically) the proprietor, the proprietor's agent or a contractor or employee of the proprietor or agent;
  - (b) the resident permitted another person to reside at the rooming house without the consent of the proprietor;
  - (c) the resident induced the proprietor to enter into a rooming house agreement by a statement or representation in respect of the resident's identity or place of occupation that the resident knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the resident's identity or place of occupation;
  - (d) if the proprietor is a charitable organisation and it is a term of the rooming house agreement that the resident meet the eligibility requirements of the organisation to reside at the rooming house—the resident no longer meets the eligibility requirements of the organisation;
  - (e) if the proprietor is an NRAS approved participant and the rooming house is a rental dwelling covered by an allocation under the National Rental Affordability Scheme—the resident is no longer an eligible tenant under the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth;
  - (f) if it is a term of the rooming house agreement that the resident is a student of an educational institution or an employee of the proprietor—the resident is no longer a student of the institution or employee of the proprietor (respectively).
- (2) In this regulation—

**charitable organisation** means an organisation, society, institution or body carried on for a religious, educational, benevolent or charitable purpose, provided that—

- (a) it is not also carried on for the purpose of securing pecuniary benefit for its members; and
- (b) it is not a registered community housing provider;

**NRAS approved participant** means an approved participant within the meaning of the *National Rental Affordability Scheme Regulations 2020* of the Commonwealth.

**19J—Abandoned property—prescribed period (section 105W of Act)**

For the purposes of section 105W(1)(b)(ii) and (2)(b) of the Act, the period of 7 days is prescribed.

## 12—Insertion of Part 5

After regulation 22 insert:

### **Part 5—Transitional provisions—*Residential Tenancies (Miscellaneous) Amendment Act 2023***

#### **23—Registration of proprietors of designated rooming houses**

- (1) A person who, immediately before the commencement day, is carrying on a business involving the provision of accommodation in residential premises, in which 5 or more rooms are available, for valuable consideration for residential occupation is not required to be registered under section 103C of the Act until 30 November 2024.

**Note—**

Such a person would not, until the specified date, be committing an offence against section 103B of the Act for carrying on such a business without being registered.

- (2) In this regulation—

*amending Act* means the *Residential Tenancies (Miscellaneous) Amendment Act 2023*;

*commencement day* means the day on which section 70 of the amending Act comes into operation.

## 13—Substitution of Schedule 1

Schedule 1—delete the Schedule and substitute:

### **Schedule 1—Forms**

#### **Form 1—*Residential Tenancies Act 1995* (section 4)**

##### **Short Fixed Term Tenancies**

**Note—**

*The landlord must complete Part A of this form in duplicate and give both copies to the tenant to sign. The tenant should then complete Part B and return 1 copy to the landlord.*

#### **Part A—Notice to be given to tenant by landlord**

**To:** *[insert name of tenant]*

1. I give you notice under section 4 of the *Residential Tenancies Act 1995* that the residential tenancy agreement you have entered into is a short fixed term tenancy of *[insert relevant number of days between 1 and 90]* days.

**Note—**

*A short fixed term tenancy is a tenancy for a term of 90 days or less.*

2. **You are warned that the term of your tenancy will come to an end at the completion of this period and that you should not expect to continue in possession of the premises after that time.**

## 3. Details of relevant residential tenancy agreement—

Name of landlord:

Address of rented premises:

Commencement date:

Last day of tenancy:

Signature of landlord/agent:

Date:

Address for service of landlord/agent:

**Part B—Statement to be signed by tenant**

Note—

*The landlord should have completed Part A of this form and given you 2 copies. You should complete Part B and return 1 copy to the landlord.*

1. I *[insert name of tenant]* understand that I have entered a short fixed term tenancy of 90 days or less—  
starting on: *[insert commencement date]*  
and finishing on: *[insert end date]*
2. **I acknowledge receipt of a notice (Part A of Form 1) from the landlord about this tenancy.**
3. In accordance with section 4 of the *Residential Tenancies Act 1995*, I acknowledge that I do not expect to continue possession of the premises at *[insert address of rented premises]* after the end of the term stated in the agreement.

Signature of tenant:

Date:

**Form 2—Residential Tenancies Act 1995 (section 72(1)(h))****Notice to enter premises to determine whether breach has been remedied**

Note—

*This notice can only be given after the tenant has been served with a notice of a breach of agreement under section 80 and must be given to the tenant no less than 7 and no more than 14 days before the date of entry (see below).*

**To:** *[insert name of tenant]*I give notice that I will enter the premises situated at: *[insert address of rented premises]***To determine whether the following breach has been remedied:** *[insert details of breach to be remedied]*on: *[insert date of entry]*at: *[insert time of entry]*



*Entry to the premises must be made within **normal hours** ie hours between 8am and 8pm on any day other than a Sunday or public holiday.*

Signature of landlord/agent:

Date:

Address for service of landlord/agent:

### **Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### **Information for the landlord**

- (a) This notice may be served on the tenant (or on an agent of the tenant)—
  - (i) personally; or
  - (ii) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (iii) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (iv) by email to an email address provided by the person for the purposes of service under the Act.
- (b) You should retain a copy of this notice.

### **Form 3—Residential Tenancies Act 1995 (section 79B(3))**

#### **Notice of termination by administrator of sole tenant's estate or sole tenant's next of kin following the tenant's death**

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]*

I, *[insert name]*,

*[Tick 1 box]*

- the administrator of the estate of *[insert name of deceased tenant]*
- the next of kin of *[insert name of deceased tenant]*

give notice of termination of a residential tenancy agreement between *[insert name of deceased tenant]* as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on: *[insert date of termination]*

on the ground that *[insert name of deceased tenant]* has died.

Signature of administrator/next of kin:

Date:

Full name of administrator/next of kin:

Address of administrator/next of kin:

### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### **Information for the administrator/next of kin**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the landlord or agent's attention at their last known place of residence, employment or business; or

- (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### **Termination information**

1. When the premises are vacated, they should be left in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant's estate directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the premises are vacated, you should ensure that all the keys, remote controls and security devices are left with the landlord or agent, and that the electricity entity, gas company, Australia Post, Telstra etc, are notified so that the new tenants do not use gas, electricity and the telephone on the deceased tenant's accounts, and so that mail can be forwarded.

### **Form 4—Residential Tenancies Act 1995 (section 79B(4))**

#### **Notice of termination by landlord following death of sole tenant**

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of the administrator of the deceased tenant's estate or the deceased tenant's next of kin]*

I, *[insert name of landlord/agent]*, give notice of termination of a residential tenancy agreement between *[insert name of deceased tenant]* as tenant and me as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on: *[insert date of termination]*

on the ground that *[insert name of deceased tenant]* has died.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address of landlord/agent:

**Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the administrator or next of kin
- mailing it to the administrator or next of kin  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the administrator or next of kin's letterbox
- emailing it to the administrator or next of kin
- other *[please specify below]*

**Information for the landlord**

1. This notice may be served on the administrator or next of kin—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

**Information for the administrator/next of kin**

1. When the premises are vacated, they should be left in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant's estate directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the premises are vacated, you should ensure that all the keys, remote controls and security devices are left with the landlord or agent, and that the electricity entity, gas company, Australia Post, Telstra etc, are notified so that the new tenants do not use gas, electricity and the telephone on the deceased tenant's accounts, and so that mail can be forwarded.

**Form 5—Residential Tenancies Act 1995 (section 80)****Landlord's notice of breach to tenant—termination of agreement****Part 1****Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**Name of tenant/s:****Address of rented premises:****Type of breach:** *[tick relevant box]*

- Unpaid rent **only**

*Rent (or part of rent) has remained unpaid for at least 14 days (please refer to Information for the Landlord).*

- Other breach of agreement

*A breach other than (or in addition to) unpaid rent, such as unpaid water rates or property damage.*

*There are 2 types of breaches: 'unpaid rent only' and 'other breach of agreement'. The type of breach will determine the period of time you must give the tenant to give up possession of the premises (see **Part 3**). You must choose 'other breach of agreement' if serving this notice for **both** unpaid rent and any other breach of agreement.*

The breach is:

You must remedy this breach by:

*Include enough details so that the tenant knows exactly what the breach is and how to remedy the breach. If insufficient space, attach a separate sheet.*

**Part 2**

You must remedy the breach on or before: *[insert date]*

*This must be at least 7 days after this notice is received (or taken to be received) by the tenant. Please refer to **Part 4** for further information about the service of this notice on the tenant.*

**Part 3**

If the breach is not remedied on or before the date outlined in **Part 2** above, then the tenancy is terminated by force of this notice and you must give up possession of the premises on or before:

- (a) For a breach of unpaid rent **only**: *[insert date]*  
*This may be **any day after** the date provided in **Part 2** on or before which the tenant was required to remedy the breach.*
- (b) For any other breach of agreement (which may also include unpaid rent):  
*[insert date]*  
*This must be **at least 7 days after** the date provided in **Part 2** on or before which the tenant was required to remedy the breach.*

The landlord **only** needs to complete **A** or **B**. Please refer to type of breach (outlined in **Part 1**) and Important Information, Landlords for further information. The landlord is not entitled to possession of the premises **until the day after** the date specified in either **A** or **B**.

#### Part 4

This notice was served on the tenant on: *[insert date]*

This notice was served by:

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant: *[insert email address]*  
*This notice will be taken to be received by the tenant on the day it is emailed to the tenant. A notice served on the tenant by email should still be signed by the landlord/agent.*
- other *[please specify]*

#### Part 5

Full name of landlord/agent:

Telephone:

Address for service of landlord/agent:

Signature:

Date:

### IMPORTANT INFORMATION

#### TENANTS

You may apply to the South Australian Civil and Administrative Tribunal (SACAT) to reinstate the tenancy if you believe you are not in breach of your agreement or the breach has been remedied. If you do not remedy the breach (or apply to SACAT) the tenants and all occupants will need to move out of the premises with their possessions on or before the date specified in **Part 3**.

If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

## LANDLORDS

Rent (or part of rent) must remain unpaid for at least 14 days before serving this notice on the tenant. For example, if rent is paid to 1 March (and rent is payable fortnightly), then this notice can first be served on 17 March for unpaid rent due on 2 March and 16 March. The 14 days do not include the day that rent is due.

If the tenant does not remedy the breach or give up possession of the premises on or before the date specified in **Part 3**, you **cannot** enter the premises unless the tenant has abandoned or voluntarily gives up possession of the premises, or you have applied to the South Australian Civil and Administrative Tribunal (SACAT) and received an order authorising you to take possession. You are not entitled to possession of the premises until the day after the date specified in **Part 3**—this is the earliest you can apply to SACAT for an order authorising you to take possession.

### **Form 6—Residential Tenancies Act 1995 (section 80A)**

#### **Notice of termination by landlord on ground of drug contamination**

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that you have engaged in, or you have allowed another person to engage in, drug related conduct on the premises or ancillary property and testing for contamination indicates that the premises or ancillary property are contaminated as a result of that drug related conduct.

*A landlord may terminate a tenancy on this ground immediately.*

I give you notice to deliver up vacant possession of the premises on *[insert date on which tenant is required to vacate premises]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

#### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant

*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*

- placing it in the tenant's letterbox
- emailing it to the tenant
- other [please specify below]

### **Information for the landlord**

1. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the tenant's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### **Information for the tenant**

1. Testing for drug contamination conducted in relation to the premises or ancillary property showed that the premises or ancillary property were contaminated. The cost of such remediation of the contamination may be recovered from the bond, and the landlord may be entitled to further compensation for the remediation.
2. You should, when you vacate the premises, leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.



5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

### **Form 7—Residential Tenancies Act 1995 (section 81 or 82)**

#### **Notice of termination of periodic tenancy by landlord because possession is required by landlord**

#### **Notice of termination by community housing provider (for fixed term or periodic tenancy)**

**Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

*A landlord who is not a registered community housing provider may use this form to terminate a periodic tenancy on a ground (or grounds) set out in this form, and cannot use this form to terminate a fixed term tenancy. If a landlord wishes to terminate a fixed term tenancy at the end of the fixed term, Form 9 must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.*

*A landlord who is a registered community housing provider can use this form to terminate a fixed term or a periodic tenancy.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on *[insert date on which tenant is required to vacate premises]*, being a date that is—

*[tick appropriate box and complete details as required]*

- not less than *[insert number]* days, if this notice is being given on one (or more) of the following grounds:

*The period of notice given on these grounds must be at least 60 days or if, under the terms of the periodic tenancy, rent is payable at intervals of greater than 60 days, that greater period.*

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- the landlord requires possession of the premises for demolition
- the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises
- the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent

- the landlord requires possession for the landlord to give vacant possession to a purchaser of the premises as they have entered into a contract of sale dated: *[insert date of contract of sale]*

*If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.*

- not less than 28 days, if, this notice is being given on one (or both) of the following grounds:

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- you have ceased to be a member of the community housing provider
- you no longer satisfy a condition or conditions specified by the tenancy agreement with the community housing provider as essential to the continuation of the tenancy, namely *[state condition(s) no longer satisfied by the tenant]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### **Information for the landlord**

1. If the landlord is a registered community housing provider and the tenant has ceased to be a member of the provider or no longer satisfies an essential requirement to remain as a tenant, the period of notice must be at least 28 days.
2. Except where the landlord is a registered community housing provider, this notice cannot be used if the tenancy has been entered into for a fixed term.

3. It is a criminal offence under section 81 of the *Residential Tenancies Act 1995* to state a false ground of termination in this notice.
4. A landlord who recovers possession of premises under section 81 of the *Residential Tenancies Act 1995* after giving 60 days notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within 6 months after recovering possession.
5. Except where the termination is for a failure to pay rent, if the premises are subject to a housing improvement notice or are subject (or potentially subject) to rent control, the Tribunal must give its authorisation to this notice before it is effective.
6. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
7. You should retain a copy of this notice.

### **Information for the tenant**

1. You may vacate the premises before the date specified in this notice. If you give the landlord or agent at least 7 days written notice before you vacate the premises, you will not be liable to pay rent after the day on which you vacate. If you give the landlord or agent less than 7 days written notice before you vacate the premises, you will not be liable to pay rent from the 7th day after you give notice to the landlord or agent.
2. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.

5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

### **Form 8—Residential Tenancies Act 1995 (section 83)**

#### **Notice of termination of periodic tenancy by landlord on specified ground**

**Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

*The landlord cannot use this form to terminate a fixed term tenancy. If a landlord wishes to terminate a fixed term tenancy at the end of the fixed term, Form 9 must be used (or, if the landlord is a registered community housing provider, Form 7 may be used if it is applicable). In any other case, application must be made to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- you kept a pet on the premises without the required authorisation
- you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution
- it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee

*[insert the particulars of the ground/s of the termination]*

on *[insert date on which tenant is required to vacate premises]*

being a date that is at least 90 days after this notice is given.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

### **Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### **Information for the landlord**

1. This notice cannot be used if the tenancy has been entered into for a fixed term.
2. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.

### **Information for the tenant**

1. If your tenancy agreement is for a periodic tenancy and you wish to leave the rented premises before the date on which the landlord has indicated vacant possession of the premises is required, you may do so by serving a notice of termination (see Form 16) on the landlord at least 21 days before leaving, or a period equivalent to a single rental period of your tenancy (whichever is longer).

**Example—**

If you pay rent per calendar month, instead of giving 21 days written notice, you would be required to give 1 calendar months written notice.

2. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

**Form 9—Residential Tenancies Act 1995 (section 83A)****Notice of termination by landlord at end of fixed term tenancy (General Form)****Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

*A landlord may end a fixed term residential tenancy agreement at the end of the fixed term on a ground of termination set out in this notice after giving at least 60 days notice to the tenant. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant and for you to deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- the landlord requires possession of the premises for demolition

- the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while you remain in possession of the premises
- the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent
- the landlord requires possession for the landlord to give vacant possession to a purchaser of the premises as they have entered into a contract of sale dated: *[insert date of contract of sale]*

*If this notice is being given on one of the above grounds, the landlord must provide the tenant with written evidence, as approved by the Commissioner, to support the ground.*

- either you or a person you permitted to enter the premises intentionally or negligently caused serious damage to the premises, an area near the premises or safety equipment located on the premises or an area near the premises
- either you or a person you permitted to enter the premises gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises
- you caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe
- either you or another person residing at the premises threatened or intimidated the landlord, the landlord's agent or a contractor or employee of the landlord or agent
- you have been given 2 notices for breaching the residential tenancy agreement for the same or substantially similar breach, and you have breached the agreement a third time in the same or substantially similar manner as set out in the first 2 notices
- you have used the premises, or caused the premises to be used, for an illegal purpose (including drug related conduct)
- you failed to pay the bond in accordance with the residential tenancy agreement
- you kept a pet on the premises without the required authorisation
- you induced the landlord to enter into the tenancy by a statement or representation about your identity or place of occupation that you knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of your identity or place of occupation
- it was a term of the residential tenancy agreement that you meet the eligibility requirements of the charity, being the landlord, to reside at the premises and you no longer meet the eligibility requirements
- it was a term of the residential tenancy agreement that you be a student of an educational institution and you are no longer a student of the institution

- it was a term of the residential tenancy agreement that you be an employee of the landlord and you are no longer the landlord's employee

*[insert the particulars of the ground/s of the termination]*

on: *[insert date the fixed term ends]*, being a date that is at least 60 days after this notice is given.

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address of landlord/agent:

### Service of notice

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### Information for the landlord

1. A landlord who recovers possession of premises under section 83A of the *Residential Tenancies Act 1995* on 1 of the first 4 grounds specified in this notice must not, without the consent of the Tribunal, grant a fresh tenancy over the premises within 6 months after recovering possession.
2. This notice may be served on the tenant (or an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.



## Information for the tenant

1. When you vacate the premises, you should leave them in a reasonable condition and in a reasonably clean state. If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

## Form 10—*Residential Tenancies Act 1995* (section 83B)

### Notice of termination by landlord where agreement frustrated

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of tenant]*

I give notice of termination of a residential tenancy agreement between me as landlord and you as tenant in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

- the premises have been destroyed or rendered uninhabitable  
*A landlord may terminate a tenancy on this ground immediately.*
- the premises have ceased to be lawfully usable for residential purposes  
*A landlord may terminate a tenancy on this ground immediately.*
- the premises have been acquired by compulsory process  
*The period of notice given on these grounds must be at least 60 days.*

I give you notice to deliver up vacant possession of the premises on *[insert date on which tenant is required to vacate premises]*

Signature of landlord/agent:

Date:

Full name of landlord/agent:

Address for service of landlord/agent:

### Service of notice

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the tenant
- mailing it to the tenant  
*The landlord/agent should ensure an appropriate postage delivery time frame is taken into consideration. The landlord should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the tenant's letterbox
- emailing it to the tenant
- other *[please specify below]*

### Information for the landlord

1. This notice may be served on the tenant (or on an agent of the tenant)—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Information for the tenant

1. If your tenancy agreement is for a periodic tenancy and you wish to leave the rented premises before the date on which the landlord has indicated vacant possession of the premises is required, you may do so by serving a notice of termination (see Form 16) on the landlord at least 21 days before leaving, or a period equivalent to a single rental period of your tenancy (whichever is longer).

#### Example—

If you pay rent per calendar month, instead of giving 21 days written notice, you would be required to give 1 calendar months written notice.

2. You should, when you vacate the premises, leave them in a reasonable condition and in a reasonably clean state (however this obligation may not apply if the premises are rendered uninhabitable). If you do not, the landlord may recover from the bond, or from you directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).

3. If possible, you should agree with the landlord on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
4. When you vacate the premises, ensure that you leave all the keys, remote controls and security devices with the landlord or agent, and notify the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on your accounts, and so that mail can be forwarded to you.
5. If you are a co-tenant under a residential tenancy agreement and your tenancy is terminated due to the actions of another tenant, you may wish to seek advice about negotiating a new tenancy with the landlord, or seek advice on whether options are available to make an application to SACAT.

### **Form 11—Residential Tenancies Act 1995 (section 85)**

#### **Notice by tenant to landlord to remedy breach of agreement—Notice of termination**

**Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

*For periodic tenancies, Form 16 should be used for a notice of termination where no breach of agreement is alleged.*

**To:** *[insert name of landlord/agent]*

- A I give notice that you are in breach of the residential tenancy agreement that relates to the following premises:  
Address of rented premises:  
This breach is as follows:  
*[include enough details so that the landlord receiving this notice will know exactly what the breach is]*  
You must remedy the breach as follows:  
*[include enough details so that the landlord receiving this notice will know exactly what has to be done to remedy the breach]*
- B This breach must be remedied within *[insert number of days as per information below]* days from the date on which this notice is given to you.
- C If the breach is not remedied within this period, then the tenancy is terminated by force of this notice from the following date:  
*[insert date]*

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify]*

### Information for the tenant

1. The period allowed under **Item B** to remedy the breach must be at least 7 clear days from the day on which this notice is received or is expected to be received by the landlord.
2. The date specified in **Item C** for the end of the tenancy must be at least 8 days after the end of the period specified in Item B above.
3. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
4. You should retain a copy of this notice.

### Information for the landlord

You may, within the time period fixed under this notice for termination of the tenancy, or before the tenant gives up possession of the premises, apply to the South Australian Civil and Administrative Tribunal for an order:

- (a) declaring that you are not in breach of the residential tenancy agreement;
- (b) declaring that you have remedied the breach within the notice period;
- (c) reinstating the tenancy.

## Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

## Form 12—*Residential Tenancies Act 1995* (section 85AA)

### Notice of termination by tenant for successive breaches of agreement

#### Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

because you are in breach of a provision of the agreement as follows:  
*[include enough details so that the landlord receiving this notice will know exactly what the breach is]*

and you have, on 2 previous occasions in the period of 12 months before the giving of this notice, been in breach of the same provision of the agreement.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*, being a date that is at least 7 days after this notice is given.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify]*

### Information for the tenant

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 13—Residential Tenancies Act 1995 (section 85A)****Notice of termination by tenant where residential premises for sale**

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

because you have entered into a contract for the sale of the premises and did not, before the agreement was entered into, advise me of the prospective sale in accordance with section 47A of the Act.

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

**Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

**Information for the tenant**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or

- (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

### Form 14—*Residential Tenancies Act 1995* (sections 85B and 85C)

#### Notice of termination by tenant where certain circumstances apply

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- the premises do not comply with the prescribed minimum housing standards under the *Housing Improvement Act 2016*
- the premises are destroyed totally or to such an extent as to be rendered unsafe
- I have been offered and have accepted accommodation by the South Australian Housing Trust or a community housing provider registered under the *Community Housing Providers National Law*



- I require prescribed temporary crisis accommodation and need to vacate the premises in order to obtain that accommodation

*If the prescribed temporary crisis accommodation is for persons who are experiencing domestic abuse, please state the accommodation provider here:*

- I require prescribed care and need to vacate the premises in order to obtain that care

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*, being a date that is at least 7 days after this notice is given.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:

*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### Information for the tenant

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

**Termination information**

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 15—Residential Tenancies Act 1995 (section 85D)****Notice of termination by tenant on grounds of domestic abuse****Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

**TICK ONE OR MORE OF THE FOLLOWING BOXES TO INDICATE THE GROUND/S**

- an intervention order is in force for my protection, or the protection of a domestic associate of mine who normally resides at the premises, against a person who is a domestic associate of someone who normally resides at the premises
- either I am, or a domestic associate of mine who normally resides at the premises is, in some other circumstance of domestic abuse

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### Information for the tenant

1. This notice must be accompanied by either of the following evidence as is relevant—
  - (a) if this notice is given on the ground of an intervention order being in force—a copy of the intervention order; or
  - (b) if this notice is given on the ground of other circumstances of domestic abuse—a prescribed report.
2. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
3. You should retain a copy of this notice.

### Information for the landlord

You are required to deal with evidence and information that you receive with this notice in a confidential manner. Criminal penalties apply for contravention of these requirements. See section 85D of the *Residential Tenancies Act 1995*.

## Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

## Form 16—*Residential Tenancies Act 1995* (section 86)

### Notice of termination by tenant for a periodic tenancy (General Form)

#### Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

*A tenant cannot use this form to terminate a fixed term tenancy. If a tenant wishes to terminate a fixed term tenancy at the end of the fixed term, Form 17 must be used. In any other case, application must be made to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent] of [insert address of landlord/agent]*

1. I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at: *[insert address of rented premises]*
2. I will deliver up possession of the premises to you on *[insert hand-over date]*.

#### Note—

*The hand-over date must be at least 21 days from the date of this notice, or a period equivalent to a single rental period of your tenancy (whichever is longer).*

#### Example—

*If you pay rent monthly, instead of giving 21 days notice, you would be required to give 1 calendar months notice.*

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

### Service of notice

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### Information for the tenant

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

**Form 17—Residential Tenancies Act 1995 (section 86A)****Notice of termination by tenant at end of fixed term tenancy (General Form)****Note—**

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

*A tenant may end a fixed term residential tenancy agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days notice to the landlord/agent. If notice is not given, the agreement continues for a periodic tenancy, with a tenancy period equivalent to the interval between rental payment times under the agreement and with terms of agreement that in other respects are the same as those applying under the agreement immediately before the end of the fixed term.*

**To:** *[insert name of landlord/agent]*

I give you notice that I will deliver up vacant possession of the premises at:

**Address of premises:** *[insert address of rented premises]*

on: *[insert date the fixed term ends]*

being a date that is not less than 28 days before this notice is given.

Signature of tenant:

Date:

Full name of tenant:

Address of tenant:

**Service of notice**

This notice was served on *[insert date]* by:

*[Tick 1 box]*

personally handing it to the landlord/agent

mailing it to the landlord/agent

*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*

placing it in the landlord's/agent's letterbox

emailing it to the landlord/agent

other *[please specify below]*

### Information for the tenant

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.

### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state. If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

### Form 18—*Residential Tenancies Act 1995* (section 86B)

#### Notice of termination by tenant where agreement frustrated

Note—

*There are a number of ways in which a tenancy may be terminated under the Residential Tenancies Act 1995, some of which include applying directly to the South Australian Civil and Administrative Tribunal.*

**To:** *[insert name of landlord/agent]*

I give notice of termination of a residential tenancy agreement between me as tenant and you as landlord in respect of the premises at:

**Address of premises:** *[insert address of rented premises]*

on the ground that—

- the premises have been destroyed or rendered uninhabitable
- the premises have ceased to be lawfully usable for residential purposes
- the premises have been acquired by compulsory process  
*A tenant may terminate a tenancy on any of these grounds immediately.*

I give you notice that I will deliver up vacant possession of the premises on *[insert hand-over date]*

Signature of tenant:

Date:

Full name of tenant:

Address for service of tenant:

### **Service of notice**

This notice was served on *[insert date]* by:  
*[Tick 1 box]*

- personally handing it to the landlord/agent
- mailing it to the landlord/agent  
*The tenant should ensure an appropriate postage delivery time frame is taken into consideration. The tenant should take all reasonable steps to ensure the dates provided on this notice are accurate and the service of this notice is valid. If serving this notice by mail, you may wish to confirm the postal delivery time frame with the service provider (ie Australia Post).*
- placing it in the landlord's/agent's letterbox
- emailing it to the landlord/agent
- other *[please specify below]*

### **Information for the tenant**

1. This notice may be served on the landlord, or on an agent of the landlord—
  - (a) personally; or
  - (b) by sending it by post addressed to the person at their last known place of residence, employment or business; or
  - (c) by leaving it in a letterbox or other place where it is likely to come to the person's attention at their last known place of residence, employment or business; or
  - (d) by email to an email address provided by the person for the purposes of service under the Act.
2. You should retain a copy of this notice.



### Termination information

1. When the tenant vacates the premises, they should leave them in a reasonable condition and in a reasonably clean state (however this obligation may not apply if the premises are rendered uninhabitable). If they are not, the landlord may recover from the bond, or from the tenant directly, the costs required to remediate the premises (with supporting evidence showing the condition of the premises compared to the start of the tenancy, which demonstrates more than wear and tear).
2. If possible, the tenant and the landlord should agree on how the bond should be paid. Applications for bond payments are generally made online with Consumer and Business Services. If agreement cannot be reached with the landlord, you should contact Consumer and Business Services.
3. When the tenant vacates the premises, the tenant should ensure that they leave all the keys, remote controls and security devices with the landlord or agent, and notifies the electricity entity, gas company, Australia Post, Telstra etc, so that the new tenants do not use gas, electricity and the telephone on the tenant's accounts, and so that mail can be forwarded.

#### 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's Deputy

with the advice and consent of the Executive Council

on 13 June 2024

No 50 of 2024

South Australia

# Residential Parks (Electricity Information) Amendment Regulations 2024

under the *Residential Parks Act 2007*

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## Contents

### Part 1—Preliminary

- 1 Short title
- 2 Commencement

### Part 2—Amendment of *Residential Parks Regulations 2022*

- 3 Insertion of regulation 4A  
4A Information relating to supply of certain electricity (section 14 of Act)
- 

## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Residential Parks (Electricity Information) Amendment Regulations 2024*.

### 2—Commencement

These regulations come into operation on the day on which Schedule 1, Part 2, clause 6(1) of the *Residential Tenancies (Miscellaneous) Amendment Act 2023* comes into operation.

## Part 2—Amendment of *Residential Parks Regulations 2022*

### 3—Insertion of regulation 4A

After regulation 4 insert:

#### 4A—Information relating to supply of certain electricity (section 14 of Act)

For the purposes of section 14(1)(ba) of the Act, the following information is prescribed:

- (a) information about the nature, benefits and potential consequences of participating in an embedded network generally;

**Note—**

This may include information relating to—

- circumstances in which supply of electricity may be interrupted, disconnected and reconnected and associated advance notifications; and

- safe use of energy; and
  - requirements in relation to life support; and
  - requirements in relation to the installation and operation of small generators; and
  - liability of the embedded network operator and customer.
- (b) the details of the retailer for the embedded network, including electricity tariffs that apply and the retailer's contact information, ABN and website address;
- (c) information about metering arrangements in relation to, and potential costs of, participating in the embedded network;
- (d) the cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

**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's Deputy**

with the advice and consent of the Executive Council  
on 13 June 2024

No 51 of 2024

South Australia

# **Residential Tenancies (Provision of Information) Amendment Regulations 2024**

under the *Residential Tenancies Act 1995*

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## **Contents**

### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement

### **Part 2—Amendment of *Residential Tenancies Regulations 2010***

- 3 Insertion of regulation 6A
    - 6A Prospective tenant—requirements relating to provision of information
- 

## **Part 1—Preliminary**

### **1—Short title**

These regulations may be cited as the *Residential Tenancies (Provision of Information) Amendment Regulations 2024*.

### **2—Commencement**

These regulations come into operation on the day on which section 3 of the *Residential Tenancies (Miscellaneous) Amendment Act 2023* comes into operation.

## **Part 2—Amendment of *Residential Tenancies Regulations 2010***

### **3—Insertion of regulation 6A**

After regulation 6 insert:

#### **6A—Prospective tenant—requirements relating to provision of information**

- (1) For the purposes of section 47B(1) of the Act, the following information is prescribed:
  - (a) information relating to whether or not the prospective tenant has previously taken legal action, has been a respondent to legal action, or has had a dispute relating to a residential tenancy with a landlord or an agent of a landlord;
  - (b) information relating to whether or not the prospective tenant has previously been given a notice of termination by a landlord under section 80 of the Act, other than a notice under that section pursuant to which the prospective tenant's tenancy was terminated;

- (c) information relating to whether or not a bond to be paid by the prospective tenant (if relevant) is to be wholly or partly provided through a program for housing assistance (such as a South Australian Housing Trust bond guarantee);
- (d) information relating to the prospective tenant's bond history, including whether a claim has been made on a bond previously paid by the prospective tenant (whether the claim was made by a landlord or an agent of a landlord, or by the prospective tenant);
- (e) information relating to whether or not the prospective tenant has been a tenant under a residential tenancy agreement where the landlord is the South Australian Housing Trust or a subsidiary of the South Australian Housing Trust;
- (f) a bank or other financial statement of the prospective tenant if the outgoing transactions and bank account number on the statement are not redacted or omitted;
- (g) financial information relating to the prospective tenant, including—
  - (i) information relating to the discharge of the prospective tenant from bankruptcy; and
  - (ii) information relating to the prospective tenant's financial practices, unless the information directly relates to the prospective tenant's financial capacity;

**Note—**

A landlord, or an agent of a landlord, must not request a prospective tenant to disclose financial information primarily based on expenditure records of the prospective tenant.

- (h) information relating to the employment of the prospective tenant, other than a payslip or a document that confirms their employment;
- (i) information relating to a relevant attribute or circumstance of the prospective tenant;

**Note—**

See subregulation (8) for the definition of *relevant attribute or circumstance*.

- (j) medical records of the prospective tenant;
- (k) information relating to the prospective tenant on a social media service (within the meaning of the *Online Safety Act 2021* of the Commonwealth);
- (l) a registration number of a vehicle owned or used by the prospective tenant;
- (m) a microchip number of a pet of the prospective tenant;

- (n) information relating to—
  - (i) the level of education undertaken by the prospective tenant;
  - (ii) the reason the prospective tenant seeks to move to the premises the subject of the residential tenancy agreement.
- (2) Nothing in subregulation (1)(a) prevents a landlord, or an agent of a landlord, from accessing or being provided with information required to be made publicly available on a register maintained under an Act or law or records held by a court or tribunal that a member of the public may inspect or obtain a copy of.
- (3) Nothing in subregulation (1)(i) prevents—
  - (a) in all cases—a landlord, or an agent of a landlord, from requesting a prospective tenant to disclose whether the prospective tenant is at least 18 years of age and has legal capacity to enter into a lease; or
  - (b) in a case where the landlord, or an agent appointed by the landlord to manage the premises, resides in the premises to which the tenancy relates—the landlord or agent from requesting a prospective tenant to disclose whether it is intended that a child or a person for whom the prospective tenant has caring responsibilities will live in the premises with the prospective tenant.
- (4) For the purposes of section 47B(2) of the Act, the following classes of entities are prescribed:
  - (a) a participant of the National Rental Affordability Scheme under the *National Rental Affordability Scheme Act 2008* of the Commonwealth;
  - (b) a provider of specialist disability accommodation as defined under the *National Disability Insurance Scheme Act 2013*;
  - (c) a community housing provider registered under the *Community Housing Providers National Law*;
  - (d) a provider of housing registered under the *Australian Charities and Not-for-profits Commission Act 2012* of the Commonwealth.
- (5) For the purposes of section 47B(3) of the Act, in connection with a prospective tenant applying to enter into a residential tenancy agreement—
  - (a) an application form given to the prospective tenant by a landlord, or an agent of a landlord, must state the amount of rent payable (calculated on a weekly basis) and the amount of the bond (if any) under the proposed agreement; and

- (b) the prospective tenant cannot be required to provide—
  - (i) more than 2 documents verifying their identity; or
  - (ii) more than 2 documents relating to their ability to pay rent; or
  - (iii) more than 2 documents relating to their suitability to enter into the residential tenancy agreement.
- (6) Subregulation (5) does not apply to an entity of a class prescribed under subregulation (4).
- (7) For the purposes of section 47B(3) of the Act, a landlord, or an agent of a landlord, must, in relation to information given to a prospective tenant in connection with their entry into a residential tenancy agreement, ensure that—
  - (a) if the landlord or agent is aware that the prospective tenant has a disability—
    - (i) the information is in a form that is accessible to the prospective tenant having regard to the disability; or
    - (ii) the landlord or agent informs the prospective tenant as to how they can access such information; and
  - (b) if the landlord or agent is aware that the prospective tenant's primary language is a language other than English—
    - (i) the information is in that other language; or
    - (ii) the landlord or agent informs the prospective tenant as to how they can access the information in that other language.
- (8) In this regulation—

***relevant attribute or circumstance***—an attribute or circumstance of a prospective tenant is a relevant attribute or circumstance if discrimination of a kind referred to in the *Equal Opportunity Act 1984* is unlawful on the ground of the attribute or circumstance.

**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's Deputy**

with the advice and consent of the Executive Council  
on 13 June 2024

No 52 of 2024

# STATE GOVERNMENT INSTRUMENTS

## DEFAMATION ACT 2005

### SECTION 33(3)

#### *Declaration*

I, Kyam Maher, Attorney-General, being the Minister to whom administration of the *Defamation Act 2005* is committed, hereby declare in accordance with sub-section (3) of Section 33 of the *Defamation Act 2005* that on and from 1 July 2024 the maximum amount of damages that may be awarded for non-economic loss in defamation proceedings shall be FOUR HUNDRED AND SEVENTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$478,500).

Dated: 13 June 2024

KYAM MAHER  
Attorney-General

## EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

### *Notice of Policy by the Minister for Education, Training and Skills*

Pursuant to Regulation 12(1) of the *Education and Children's Services Regulations 2020*, I, the Minister for Education, Training and Skills publish the following Capacity Management Plan in relation to the enrolment of a child of compulsory school age at Aldinga Payinthe College:

#### CAPACITY MANAGEMENT PLAN

##### *Aldinga Payinthe College*

This Capacity Management Plan sets out the conditions for enrolment at Aldinga Payinthe College ("the school").

#### **Aldinga Payinthe College zones**

A school zone is a defined area from which the school accepts its core intake of students. Aldinga Payinthe College operates a primary campus zone and secondary campus zone.

##### *Primary Campus School zone*

Aldinga Payinthe College operates a shared primary school zone with Aldinga Beach B-6 School, within the area bounded by the entire suburbs of Maslin Beach, Port Willunga, Aldinga, Aldinga Beach, Sellicks Beach and the part suburb of Sellicks Hill (west of Cully Road and south to the southern boundary of the City of Onkaparinga).

Families living in the shared primary school zone wishing to enrol their children at Aldinga Payinthe College may be referred to Aldinga Beach B-6 School if capacity is reached in specific year levels. If no vacancies exist at either school applicants will be encouraged to remain at their current school (Year 1 to 6) or referred to other neighbouring schools.

##### *Secondary Campus School zone*

The area bounded by the entire suburbs of Maslin Beach, Port Willunga, Aldinga, Aldinga Beach, Sellicks Beach and the part suburb of Sellicks Hill (west of Cully Road and south to the southern boundary of the City of Onkaparinga).

An online map and a search tool to indicate if an applicant's home address is within the primary or secondary campus school zones by enrolment year is available at [www.education.sa.gov.au/findaschool](http://www.education.sa.gov.au/findaschool).

##### *Student Enrolment Numbers*

As a new school, opened in 2022, Aldinga Payinthe College has a progressive enrolment process. This process will introduce a new Year 7 cohort at the start of each school year, until the school has all year levels in 2026.

#### **Reception**

The number of students entering at **reception** in any given year is limited to **52** students. If there are more than **52** applications for enrolment that have met the criteria for enrolment below, applicants living in the primary campus school zone may be shared with Aldinga Beach B-6 School.

#### **Year 1 to 6**

The number of students enrolled in Year 1 to 2 is limited to **52** students per year level, while Year 3 to 5 is limited to **60** students per year level and Year 6 is limited to **30** students.

#### **Year 7**

The student enrolment ceiling for Year 7 is limited to **184** students, unless there are more applications that have met the enrolment criteria below.

#### **Supported Learning Centre**

The Supported Learning Centre at Aldinga Payinthe College includes a disability unit, providing facilities for students requiring adjustments to engage and learn alongside their similar aged peers.

#### **Disability Unit**

Placement in the disability unit is determined through the department's state-wide Special Education Options panel process. The placement of students in the disability unit must align with the school's progressive enrolment process, which includes **reception-year 11** enrolments in **2025**.

The school's Supported Learning Centre is a regional facility catering for a maximum of **62** students with disability.

#### **International Education Program**

No International Education Program places will be offered at the school.

##### *Enrolment Criteria—By Year Level*

#### **YEAR LEVEL: RECEPTION**

Applications for enrolment from parents of prospective reception students must meet one of the following requirements to be eligible for enrolment through the registration of interest process for the coming school year:

- the child is living in the shared school zone of Aldinga Beach B-6 School and Aldinga Payinthe College primary campus zone



- the child identifies as Aboriginal and/or Torres Strait Islander through the Enter for Success strategy
- the child has been granted enrolment due to special or extenuating circumstances, including but not limited to a child in care where there is a custody or guardianship order made under the *Children and Young People (Safety) Act 2017*.

#### **Applications for reception from prospective students living in the primary campus school zone**

Priority consideration will be given to applications for enrolment from parents of prospective reception students to attend the beginning of following school year (term 1) and mid-year of the same year (term 3), if they have been living inside the school zone prior to the end of **week 10, term 2** and whose application is received by this date.

If more than **52** applications for enrolment are received from parents living in the primary campus school zone, a priority order may be applied to applications and places will be offered based on whether any, all or a combination of the following applies:

- the child is currently attending the school's preschool program
- the child has a sibling currently enrolled in the school's primary campus and will be attending school in the same calendar year
- the distance of the child's residence from the school
- the length of time the child has lived in the school zone
- other personal needs, such as transportation/location convenience, social/family links at the school.

For applications for enrolment for the beginning of the following school year (term 1), the school will notify parents of the outcome of this process from **week 2, term 3**. For applications for enrolment to start mid-year of the following school year (term 3), the school will notify parents of the outcome of this process from **week 4, term 1** of the same school year.

If no vacancies exist, the school will support the family to enrol at the shared zone primary school (Aldinga Beach B-6 School) and upon request, the applicant will be added to the school's enrolment register.

#### **Enter for Success Strategy reception students**

Through nominating Aldinga Payinthe College via the Enter for Success strategy a child who identifies as Aboriginal and/or Torres Strait Islander will automatically be offered a reception place at the school for the following year. Families can lodge their application for reception up to the end of term 4 to start at the beginning of the following school year (term 1), or up to the end of term 2 to commence mid-year of the same school year (term 3).

#### **Late applications for reception from prospective students living in the primary campus school zone**

Families who move into the primary campus school zone or who are already living in the primary campus school zone but lodge their application for enrolment after the end of **week 10, term 2** will only have their applications considered if vacancies exist.

If no vacancies exist, the school will support the family to enrol at the shared zone primary school (Aldinga Beach B-6 School) and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year.

#### **Intensive English Language Centre (IELC) reception students**

Any reception student offered enrolment at the primary school campus and who is eligible to attend an Intensive English Language Centre (IELC), will be able to attend an IELC for the agreed period and return to the school upon exit from the program.

#### **YEAR LEVEL: 1 to 6**

##### **Application for Year 1 to Year 6 from students living in the primary campus school zone**

Applications for enrolment from parents of prospective students living inside the primary campus school zone will be considered if vacancies exist.

If no vacancies exist, the applicant will be encouraged to remain at their current primary school, or the school will support the family to enrol at the shared zone primary school (Aldinga Beach B-6 School) or another neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents by the end of **week 3, term 4**, if a vacancy is available for their child to attend the following school year.

If there are more applicants on the enrolment register than places are available, places will be offered based on siblings at the primary campus, the length of time the child has lived in the primary campus school zone, the distance of the child's residence from the primary campus and other personal needs such as curriculum, transportation/location convenience and social/family links to the primary campus.

##### **Applications from students living outside the zone with siblings currently at the primary campus**

There is no automatic entry to the school for reception-year 6 students who live outside the school's primary campus zone and have siblings who currently attend the school.

#### **TRANSFER OF STUDENTS BETWEEN SCHOOLS IN THE SHARED PRIMARY SCHOOL CAMPUS ZONE**

Applications for students living in the shared primary school campus zone seeking to transfer from Aldinga Beach B-6 School to Aldinga Payinthe College primary campus will only be considered in special circumstances and by agreement between the principals of the schools. These applications will be assessed on a case-by-case basis.

#### **YEAR LEVEL: 7**

Applications for enrolment from parents of prospective Year 7 students require that the student must be enrolled in a government or non-government school in South Australia at the time the parents apply for enrolment through the state-wide registration of interest process (coordinated by the Department for Education).

The applicant must meet one of the following requirements to be eligible for a Year 7 allocation through the registration of interest process for the coming school year:

- the child is living in the Aldinga Payinthe College high school zone
- the child is attending the school's primary school campus
- the child identifies as Aboriginal and/or Torres Strait Islander through the Enter for Success strategy
- the child has been granted enrolment due to special or extenuating circumstances, including but not limited to a child in care where there is a custody or guardianship order made under the *Children and Young People (Safety) Act 2017*.

**Late applications for Year 7 from students living in the secondary campus school zone**

Families who move into the secondary campus school zone, or who are already living in the secondary campus school zone but lodge their application for enrolment after the department's registration of interest process is completed (**end of term 2**), will have their applications considered if or when vacancies exist, with priority consideration afforded to those applicants already on the school's enrolment register.

If no vacancies exist, the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year.

In these cases, applications will be considered based on the distance of the child's residence from the secondary campus and any other personal needs, such as curriculum (excluding special interest programs), transportation/location convenience, and social/family links.

**Enter for Success Strategy Year 7 students**

Through nominating Aldinga Payinthe College via the Enter for Success strategy, a child who identifies as Aboriginal and/or Torres Strait Islander will be offered a Year 7 place at the school for the following year. Families enrolling through Enter for Success can do so until the end of term 4 in the year prior to starting Year 7.

**YEAR 8 to 11 (in 2025)****Application for Year 8 to 11 from students living inside the secondary campus school zone**

Applications for enrolment from parents of prospective students living in the secondary campus school zone will be considered if vacancies exist.

If no vacancies exist the applicant will be encouraged to remain at their current high school, or the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents of an applicant on the enrolment register by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year.

In these cases, applications will be considered based on siblings at the secondary campus, the distance of the child's residence from the secondary campus and any other personal needs, such as curriculum, transportation/location convenience, and social/family links.

**Applications for Year 7-11 from students living outside the secondary campus zone with siblings currently at the secondary campus**

There is no automatic entry to the school for Year 7-11 students who live outside the school's secondary campus zone and have siblings who currently attend the secondary campus.

**YEAR LEVEL: 12**

Applications for enrolment in year 12 will not be accepted for 2025.

The applicant will be encouraged to remain at their current school or the school will support the family to find an enrolment at a neighbouring school.

**OUT OF ZONE APPLICATIONS**

Applications from parents of prospective students, who live outside the secondary campus zone will only be given consideration for enrolment if the school is under its year level student enrolment numbers.

*Enrolment Criteria—General***Special Circumstances**

Enrolment applications for special consideration based on compelling or unusual reasons, including but not limited to a child in care where there are custody or guardianship orders made under the *Children and Young People (Safety) Act 2017*, may be granted by the Principal in consultation with the Education Director. These applications will be assessed on a case-by-case basis.

*Enrolment Process***Enrolment Register**

Parents whose child's name has been placed on the enrolment register will be contacted by the end of **week 3, term 4** if vacancies become available for the following year.

The enrolment register will be reviewed and updated annually by the school.

The position that a child's name appears on the register is confidential and will only be disclosed as required by law.

**Monitoring and enforcement**

It is the responsibility of the parents applying for enrolment to be able to verify to the satisfaction of the school that the information provided is true and factual.

If a child was enrolled at the school on the basis of false or misleading information (including residential address) the Chief Executive may direct that the child be instead enrolled at another Government school pursuant to Section 63(1) of the *Education and Children's Services Act 2019*.

The Principal is responsible for the implementation of this Capacity Management Plan.

This Capacity Management Plan will be reviewed annually.

*Aldinga Payinthe College Preschool Enrolment Policy***Aldinga Payinthe College preschool local catchment area**

A preschool local catchment area is a defined area from which the preschool accepts its core intake of students.

Aldinga Payinthe College operates a preschool local catchment area within the area bounded by Main South Road, How Road, Bowering Hill Road, north along the coast to the northern boundary of 152 Old Coach Road, Old Coach Road and Sherriff Road.

An online map and a search tool to indicate if an applicant's home address is within the preschool local catchment area by enrolment year is available at [www.education.sa.gov.au/fndaschool](http://www.education.sa.gov.au/fndaschool).

**Student Enrolment Numbers**

The number of students entering at Preschool is limited to a maximum of **44** students per year.

**Application for Preschool from students living in the preschool local catchment area**

Priority consideration will be given to applications for enrolment from parents of prospective preschool children to enrol the following year, if they have been living inside the preschool local catchment area and lodge their application for enrolment in either term 1 (start of year intake) or term 3 (mid-year intake) by the end of **week 10, term 2**, in the year prior to starting preschool.

For applications for enrolment for the beginning of the following school year (term 1), the school will notify parents of the outcome of this process from **week 2, term 3**. For applications for enrolment to start mid-year of the following school year (term 3), the school will notify parents of the outcome of this process from **week 4, term 1** of the same school year.

If more registrations for enrolment are received from parents living in the preschool local catchment area than places are available by the dates specified above in the year prior to enrolment, places will be offered based on whether any, all or a combination of the following applies:

- the child identifies as Aboriginal and/or Torres Strait Islander or is currently in/has previously been in care
- the child is identified as requiring special consideration—in consultation with the local education team
- the distance of the child’s residence from the preschool (kms by road)
- the length of time the child has lived in the preschool local catchment area
- the child has a sibling currently enrolled at the primary campus and will be attending the preschool in the same calendar year
- other personal needs such as transportation/location convenience, social/family links at the school.

Unsuccessful applicants will be placed on the enrolment register upon request and supported to enrol at a neighbouring preschool.

If vacancies exist at the beginning of an enrolment intake, the principal may approve places being offered to a child living outside the preschool local catchment area, based on the child living within the school zone.

**Inclusive Preschool Program**

The Inclusive Preschool Program supports up to **6** children with disability and/or complex needs to improve their learning outcomes within a preschool setting.

Placement in the Inclusive Preschool Program is determined through the department’s state-wide panel process for placement in an inclusive education option.

**Out of Catchment Applications**

There is no automatic entry to the preschool for children who live outside of the preschool local catchment area and have siblings who attend the school.

Applications from parents of prospective preschool students, who live outside the preschool local catchment area will only be given consideration for enrolment if the preschool is under its enrolment number.

Dated: 24 May 2024

HON BLAIR BOYER MP  
Minister for Education, Training and Skills

## EDUCATION AND CHILDREN’S SERVICES REGULATIONS 2020

*Notice of Revocation of Policy by the Minister for Education, Training and Skills*

Pursuant to Regulation 12(3) of the *Education and Children’s Services Regulations 2020*, I, the Minister for Education, Training and Skills revoke the **Aldinga Payinthe College** Capacity Management Plan, published in the Gazette on **31 August 2023**.

Dated: 24 May 2024

BLAIR BOYER  
Minister for Education, Training and Skills

## EDUCATION AND CHILDREN’S SERVICES REGULATIONS 2020

*Notice of Policy by the Minister for Education, Training and Skills*

Pursuant to Regulation 12(1) of the *Education and Children’s Services Regulations 2020*, I, the Minister for Education, Training and Skills publish the following Capacity Management Plan in relation to the enrolment of a child of compulsory school age at Mark Oliphant College:

## CAPACITY MANAGEMENT PLAN

*Mark Oliphant College*

This Capacity Management Plan sets out the conditions for enrolment at Mark Oliphant College (“the school”).

**Mark Oliphant College zones**

A school zone is a defined area from which the school accepts its core intake of students. Mark Oliphant College operates a primary campus zone and secondary campus zone.

*Primary Campus School zone*

The area bounded by Davoren Road, Andrews Road, Fradd East Road, Stebonheath Road, Dalkeith Road and Adelaide to Gawler rail line.

*Secondary Campus School zone*

The area bounded by Main North Road, Broadmeadows Road, Donnington Road, Whiting Court, Meadows Lane, Petheron Road, Stebonheath Road, Bellchambers Road, Argent Road, Heaslip Road, north of Barker Road to the coast, Thompson Road, Brooks Road, Ryan Road, Port Wakefield Highway, Northern Expressway, Petheron Road, Andrews Road, Fradd East Road, Stebonheath Road and Athol Road.

An online map and a search tool to indicate if an applicant’s home address is within the primary or secondary school zones by enrolment year is available at [www.education.sa.gov.au/findaschool](http://www.education.sa.gov.au/findaschool).

*Student Enrolment Numbers***Reception**

The number of students entering at reception in any given year is limited to **104** students.

**Year 7**

The student enrolment ceiling for Year 7 is limited to **210**, unless there are more applications that have met the enrolment criteria below.

**International Education Program**

No International Education Program places will be offered at the school.

**SUPPORTED LEARNING CENTRE**

The school's Supported Learning Centre is a regional facility catering for a maximum of **24** students.

Placement in the Supported Learning Centre is determined through the department's state-wide panel process for placement in an inclusive education option.

*Enrolment Criteria—By Year Level***YEAR LEVEL: RECEPTION**

Applications for enrolment from parents of prospective reception students must meet one of the following requirements to be eligible for enrolment through the registration of interest process for the coming school year:

- the child is living in the Mark Oliphant College primary campus zone
- the child identifies as Aboriginal and/or Torres Strait Islander through the Enter for Success program
- the child has been granted enrolment due to special or extenuating circumstances, including but not limited to a child in care where there is a custody or guardianship order made under the *Children and Young People (Safety) Act 2017*.

**Application for reception from prospective students living in the primary campus school zone**

Priority consideration will be given to applications for enrolment from parents of prospective reception students to attend the beginning of following school year (term 1) and mid-year of the same year (term 3), if they have been living inside the school zone prior to the end of **week 10, term 2** and whose application is received by this date.

If more than **104** applications for enrolment are received from parents living in the primary campus school zone, a priority order may be applied to applications and places will be offered based on whether any, all or a combination of the following applies:

- the child is currently attending the school's preschool program
- the child has a sibling currently enrolled in the school's primary campus and will be attending school in the same calendar year
- the distance of the child's residence from the school
- the length of time the child has lived in the primary campus school zone
- the child's family has been relocated to the primary campus school zone by the defence force
- other personal needs such as transportation/location convenience, social/family links at the school.

For applications for enrolment for the beginning of the following school year (term 1), the school will notify parents of the outcome of this process by **week 2, term 3**. For applications for enrolment to start mid-year of the following school year (term 3), the school will notify parents of the outcome of this process from **week 4, term 1** of the same school year.

If no vacancies exist, the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be added to the school's enrolment register.

**Enter for Success Strategy reception students**

Through nominating Mark Oliphant College via the Enter for Success strategy a child who identifies as Aboriginal and/or Torres Strait Islander will automatically be offered a place at the school for the following year. Families enrolling through Enter for Success can do so until the end of the term immediately prior to their child starting reception (Term 4 for students starting in Term 1 or Term 2 for students starting in the Mid-Year Intake).

**Late applications for reception from prospective students living in the primary campus school zone**

Families who move into the primary campus school zone or who are already living in the primary campus school zone but lodge their application for enrolment after the end of **week 10, term 2**, will only have their applications considered if vacancies exist.

If no vacancies exist, the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be added to the school's enrolment register.

**Applications for reception from students living outside the zone with siblings currently at the primary campus**

There is no automatic entry to the school for reception students who live outside the school's primary campus zone and have siblings who currently attend the school.

Application for reception from students who have siblings currently at the primary campus and live outside the primary campus school zone, but in the area previously in the primary campus school zone, will be considered for enrolment if:

- the sibling applied through the school's registration of interest process for reception prior to **week 10, term 2**; and
- the sibling was living in the primary campus school zone when they enrolled at the school prior to 2022; and
- the sibling continues to be enrolled to attend the primary campus in the coming school year; and
- the child is still living in the area previously included in the primary campus school zone.

Applications for enrolment for children with siblings at the school that meet the requirements set out above will be considered only until the start of the 2027 school year.

Online maps of the school zones by enrolment year are available from <https://www.education.sa.gov.au/sites-and-facilities/education-and-care-locations/school-zones-and-catchment-areas/maps-school-zones-enrolment-year>.

**Intensive English Language Centre (IELC) reception students**

Any reception student offered enrolment at the primary school campus and who is eligible to attend an Intensive English Language Centre (IELC), will be able to attend an IELC for the agreed period and return to the school upon their exit from the program.

**YEAR LEVELS: 1 to 6****Application for Year 1 to 6 from students living inside the primary campus school zone**

Applications for enrolment from parents of prospective students living inside the primary campus school zone will be considered if vacancies exist.

If no vacancies exist, the applicants will be encouraged to remain at their current primary school, or the school will support the family to find an enrolment at a neighbouring school, and upon an applicant's request placed on the school's enrolment register.

The school will notify parents by the end of **week 3, term 4** if a vacancy is available for their child to attend the following school year.

If there are more applicants on the enrolment register than places are available, places will be offered based on siblings at the primary campus, the length of time the child has lived in the primary campus school zone, the distance of the child's residence from the primary campus and other personal needs such as curriculum, transportation/location convenience and social/family links to the primary campus.

**Applications from a child living outside the zone with siblings currently at the primary campus**

There is no automatic entry to the school for reception-year 6 students who live outside of the primary campus zone and have siblings who attend the school.

**YEAR LEVEL: 7**

Applications for enrolment from parents of prospective Year 7 students require that the student must be enrolled in a government or non-government school in South Australia at the time the parents apply for enrolment through the state-wide registration of interest process (coordinated by the Department for Education).

The applicant must meet one of the following requirements to be eligible for a Year 7 allocation through the registration of interest process for the coming school year:

- the child is living in the Mark Oliphant College secondary campus school zone
- the child is attending the school's primary campus
- the child has been offered enrolment on the basis that the child lives in the area previously included in the secondary campus school zone and has a sibling currently attending the secondary campus
- the child identifies as Aboriginal and/or Torres Strait Islander through the Enter for Success strategy
- the child has been granted enrolment due to special or extenuating circumstances, including but not limited to a child in care where there is a custody or guardianship order made under the *Children and Young People (Safety) Act 2017*.

**Enter for Success Strategy Year 7 students**

Through nominating Mark Oliphant College via the Enter for Success strategy, a child who identifies as Aboriginal and/ or Torres Strait Islander will be offered a year 7 place at the school for the following year. Applications are to be submitted by the end of term 4 in the year prior to starting Year 7.

**Applications for Year 7 from students living outside the secondary campus zone with siblings currently at the secondary campus**

There is no automatic entry to the school for Year 7 students who live outside the school's secondary campus zone and have siblings who currently attend the secondary campus.

Application for Year 7 from students who have siblings currently at the secondary campus and live outside the secondary campus school zone, but in the area previously in the secondary campus school zone, will be considered for enrolment if:

- the child has applied through the department's state-wide registration of interest process; and
- the sibling was living in the secondary campus zone when they enrolled at the school prior to 2022; and
- the sibling continues to be enrolled to attend the secondary campus in the coming school year; and
- the child is still living in the area previously included in the in the secondary campus school zone.

Applications for enrolment for children with siblings at the school that meet the requirements set out above will be considered only until the start of the 2025 school year.

Online maps of the school zones by enrolment year are available from <https://www.education.sa.gov.au/sites-and-facilities/education-and-care-locations/school-zones-and-catchment-areas/maps-school-zones-enrolment-year>.

**Late applications for Year 7 from students living in the secondary campus school zone**

Families who move into the secondary campus school zone, or who are already living in the secondary campus school zone but lodge their application for enrolment after the department's registration of interest process is completed (**end of term 2**), will have their applications considered if vacancies exist.

If no vacancies exist, the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year.

In these cases, applications will be considered based on siblings at the secondary campus, the distance of the child's residence from the secondary campus and any other personal needs, such as curriculum (excluding special interest programs), transportation/location convenience and social/family links.

**YEAR LEVEL: 8 to 12****Application for Year 8 to 12 from students living inside the secondary campus school zone**

Applications for enrolment from parents of prospective students living in the secondary campus school zone will be considered if vacancies exist.

If no vacancies exist the applicant will be encouraged to remain at their current high school, or the school will support the family to find an enrolment at a neighbouring school, and upon request, the applicant's will be placed on the school's enrolment register.

The school will notify parents by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year. In these cases, applications will be considered based on siblings at the secondary campus, the distance of the child's residence from the secondary campus and any other personal needs, such as curriculum, transportation/location convenience, and social/family links.

#### **NEW ARRIVALS PROGRAM STUDENTS**

Any student who is eligible to attend the Adelaide Secondary School of English New Arrivals Program and is also a local student of the school, will be able to commence at Mark Oliphant College secondary campus at the beginning of a school semester.

#### **Applications from a student in year 8-12 living outside the zone with siblings currently at the secondary campus**

There is no automatic entry to the school for year 8-12 students who live outside of the secondary campus zone and have siblings who attend the school.

#### *Enrolment Criteria—General*

##### **Special Circumstances**

Enrolment applications for special consideration based on compelling or unusual reasons, including but not limited to a child in care where there is custody or guardianship orders made under the *Children and Young People (Safety) Act 2017*, may be granted by the Principal in consultation with the Education Director. These applications will be assessed on a case-by-case basis.

#### *Enrolment Process*

##### **Enrolment Register**

Parents whose child's name has been placed on the enrolment register will be contacted by the end of **week 3, term 4** if vacancies become available for the following year.

The enrolment register will be reviewed and updated annually by the school.

The position that a child's name appears on the register is confidential and will only be disclosed as required by law.

##### **Monitoring and enforcement**

It is the responsibility of the parents applying for enrolment to be able to verify to the satisfaction of the school that the information provided is true and factual.

If a child was enrolled at the school on the basis of false or misleading information (including residential address) the Chief Executive may direct that the child be instead enrolled at another Government school pursuant to Section 63(1) of the *Education and Children's Services Act 2019*.

The Principal is responsible for the implementation of this Capacity Management Plan.

This Capacity Management Plan will be reviewed as required.

#### **In addition to the policy made above pursuant to Regulation 12, the school has adopted the following policy:**

#### *Mark Oliphant College Preschool Enrolment Policy*

##### **Mark Oliphant College preschool local catchment area**

A preschool local catchment area is a defined area from which the preschool accepts its core intake of students.

Mark Oliphant College operates a preschool local catchment area within the area bounded by Curtis Road, Andrews Road, Fradd East Road, Stebonheath Road, Demannu Road and Coventry Road.

An online map and a search tool to indicate if an applicant's home address is within the preschool local catchment area by enrolment year is available at [www.education.sa.gov.au/findaschool](http://www.education.sa.gov.au/findaschool).

##### **Student Enrolment Numbers**

The number of students entering at Preschool is limited to a maximum of **80** students per year.

##### **Application for Preschool from students living in the preschool local catchment area**

Priority consideration will be given to applications for enrolment from parents of prospective preschool children to enrol the following year, if they have been living inside the preschool local catchment area and lodge their application for enrolment in either term 1 or term 3 (mid-year intake) by the end of **week 10, term 2**, in the year prior to starting preschool.

If more registrations for enrolment are received from parents living in the preschool local catchment area than places are available by the end of week 10, term 2 dates specified above in the year prior to enrolment, places will be offered based on whether any, all or a combination of the following applies:

- the child identifies as Aboriginal and/or Torres Strait Islander or is currently in/has previously been in care
- the child is identified as requiring special consideration—in consultation with the local education team.
- the child has a sibling currently enrolled at the primary campus and will be attending the preschool in the same calendar year
- the distance of the child's residence from the preschool (kms by road)
- the length of time the child has lived in the preschool local catchment area
- other personal needs such as transportation/location convenience, social/family links at the school.

For applications for enrolment for the beginning of the following school year (term 1), the school will notify parents of the outcome of this process from **week 2, term 3**. For applications for enrolment to start mid-year of the following school year (term 3), the school will notify parents of the outcome of this process from **week 4, term 1** of the same school year.

If no vacancies exist the preschool will support the family to enrol at a neighbouring preschool and upon request, the applicant will be placed on the preschool's enrolment register.

If vacancies exist at the beginning of an enrolment intake, the principal may approve places being offered to a child living outside the preschool local catchment area, based on the child living within the primary campus school zone.

##### **Out of Catchment Applications**

There is no automatic entry to the preschool for children who live outside of the preschool local catchment area and have siblings who attend the school.

Dated: 24 May 2024

HON BLAIR BOYER MP  
Minister for Education, Training and Skills

## EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

*Notice of Revocation of Policy by the Minister for Education, Training and Skills*

Pursuant to Regulation 12(3) of the *Education and Children's Services Regulations 2020*, I, the Minister for Education, Training and Skills revoke the **Mark Oliphant College** Capacity Management Plan, published in the Gazette on **31 August 2023**.

Dated: 24 May 2024

BLAIR BOYER  
Minister for Education, Training and Skills

## EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

*Notice of Policy by the Minister for Education, Training and Skills*

Pursuant to Regulation 12(1) of the *Education and Children's Services Regulations 2020*, I, the Minister for Education, Training and Skills publish the following Capacity Management Plan in relation to the enrolment of a child of compulsory school age at Riverbanks College B-12:

## CAPACITY MANAGEMENT PLAN

*Riverbanks College B-12*

This Capacity Management Plan sets out the conditions for enrolment at Riverbanks College B-12 ("the school").

**Riverbanks College B-12 zones**

A school zone is a defined area from which the school accepts its core intake of students. Riverbanks College B-12 operates a primary campus zone and secondary campus zone.

*Primary Campus School zone*

Riverbanks College B-12 operates a shared primary school zone with Angle Vale Primary School, within the area bounded by Pederick Road, following the Gawler River east to Hayman Road, Angle Vale Road, Taylors Road, Ransomes Road, Short Road, Hodgson Road, Broadacres Drive, Buckby Road, Heaslip Road, Robert Road, Petheron Road, Andrews Road, Fradd East Road, Stebonheath Road, Pearson Road, following the Gawler River west, Northern Expressway, Two Wells Road and Gawler Road.

Families living in the shared primary school zone wishing to enrol their children at Riverbanks College B-12 may be referred to Angle Vale Primary School if capacity is reached in specific year levels. If no vacancies exist at either school applicants will be encouraged to remain at their current school (Year 1 to 6) or referred to other neighbouring schools.

*Secondary Campus School zone*

The area bounded by Thompsons Beach Road to the coast, south along the coast to Thompson Road, Brooks Road, Ryan Road, Port Wakefield Highway, Northern Expressway, Petheron Road, Andrews Road, Fradd East Road, Stebonheath Road, Pearson Road, west along the Gawler River to the Northern Expressway, Whitelaw Road, Leak Road, Fairlie Road, Oates Road, Lucas Road, Semmler Road, Redbanks Road, Day Road, Verner Road, Conrad Road, Barabba Road, Gallipoli Road, Jarmyn Road and Limerock Road.

An online map and a search tool to indicate if an applicant's home address is within the primary or secondary campus school zones by enrolment year is available at [www.education.sa.gov.au/findaschool](http://www.education.sa.gov.au/findaschool).

**Student Enrolment Numbers**

As a new school, opened in 2022, Riverbanks College B-12 has a progressive enrolment process. This process will introduce a new Year 7 cohort at the start of each school year, until the school has all year levels in 2026.

**Reception**

The number of students entering at reception in any given year is limited to **52** students. If there are more than **78** applications for enrolment that have met the criteria for enrolment below, applicants living in the primary campus school zone may be shared with Angle Vale Primary School.

**Year 1 to 6**

The number of students enrolled in Year 1 to 2 is limited to **52** students per year level, while Year 3 to 6 is limited to a maximum of **60** students per year level.

**Year 7**

The student enrolment ceiling for Year 7 is limited to **192** students per year level, unless there are more applications that have met the enrolment criteria below.

**Supported Learning Centre**

The Supported Learning Centre at Riverbanks College includes special options classes and a disability unit, providing facilities for students requiring adjustments to engage and learn alongside their similar aged peers.

**Disability Unit**

Placement in the disability unit is determined through the department's state-wide Special Education Options panel process. The placement of students in the disability unit must align with the school's progressive enrolment process, which includes **reception-year 11** enrolments in **2025**.

In **2025**, the school can cater for a maximum of **50** students in the disability unit.

**Special Options Classes**

Placement in the special options class is determined through the department's state-wide Special Education Options panel process. The placement of students in the special options class must align with the school's progressive enrolment process, which includes **year 7-year 11** enrolments in **2025**.

In **2025**, the school's special options class can cater for a maximum of **12** students.

**International Education Program**

No International Education Program places will be offered at the school.

*Enrolment Criteria—By Year Level***YEAR LEVEL: RECEPTION**

Applications for enrolment from parents of prospective reception students must meet one of the following requirements to be eligible for enrolment through the registration of interest process for the coming school year:

- the child is living in the shared school zone of Angle Vale Primary School and Riverbanks College B-12 primary campus zone
- the child identifies as Aboriginal and/or Torres Strait Islander through the Enter for Success strategy
- the child has been granted enrolment due to special or extenuating circumstances, including but not limited to a child in care where there is a custody or guardianship order made under the *Children and Young People (Safety) Act 2017*.

**Applications for reception from prospective students living in the primary campus school zone**

Priority consideration will be given to applications for enrolment from parents of prospective reception students to attend the beginning of following school year (term 1) and mid-year of the same year (term 3), if they have been living inside the school zone prior to the end of **week 10, term 2** and whose application is received by this date.

If more than **78** applications for enrolment are received from parents living in the primary campus school zone, a priority order may be applied to applications and places will be offered based on whether any, all or a combination of the following applies:

- the child is currently attending the school's preschool program
- the child has a sibling currently enrolled in the school's primary campus and will be attending school in the same calendar year
- the distance of the child's residence from the school
- the length of time the child has lived in the school zone
- other personal needs, such as transportation/location convenience, social/family links at the school.

For applications for enrolment for the beginning of the following school year (term 1), the school will notify parents of the outcome of this process from **week 2, term 3**. For applications for enrolment to start mid-year of the following school year (term 3), the school will notify parents of the outcome of this process from **week 4, term 1** of the same school year.

If no vacancies exist, the school will support the family to enrol at the shared zone primary school (Angle Vale Primary School) and upon request, the applicant will be added to the school's enrolment register.

**Enter for Success Strategy reception students**

Through nominating Riverbanks College B-12 via the Enter for Success strategy a child who identifies as Aboriginal and/or Torres Strait Islander will automatically be offered a place at the school for the following year. Families can lodge their application for reception up to the end of term 4 to start at the beginning of the following school year (term 1), or up to the end of term 2 to commence mid-year of the same school year (term 3).

**Late applications for reception from prospective students living in the primary campus school zone**

Families who move into the primary campus school zone or who are already living in the primary campus school zone but lodge their application for enrolment after the end of **week 10, term 2** will only have their applications considered if vacancies exist.

If no vacancies exist, the school will support the family enrol at the shared zone school (Angle Vale Primary School) and upon request, the applicant will be placed on the school's enrolment register.

**Intensive English Language Centre (IELC) Reception students**

Any Reception student offered enrolment at the primary school campus and who is eligible to attend an Intensive English Language Centre (IELC), will be able to attend an IELC for the agreed period and return to the school upon exit from the program.

**YEAR LEVEL: 1 to 6****Application for Year 1 to Year 6 from students living in the primary campus school zone**

Applications for enrolment from parents of prospective students living inside the primary campus school zone will be considered if vacancies exist.

If no vacancies exist, the applicant will be encouraged to remain at their current primary school, or the school will support the family to enrol at the shared zone primary school (Angle Vale Primary School) or a neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents of an applicant on the enrolment register of the outcome of this process by the end of **week 3, term 4** if there is a vacancy is available for their child to attend the following year. If there are more applicants on the enrolment register than places are available, places will be offered based on siblings at the primary campus, the length of time the child has lived in the primary campus school zone and other personal needs such as curriculum, transportation/location convenience and social/family links to the primary campus.

**Applications from students living outside the zone with siblings currently at the primary campus**

There is no automatic entry to the school for **reception-year 6** students who live outside the school's primary campus zone and have siblings who currently attend the school.

**TRANSFER OF STUDENTS BETWEEN SCHOOLS IN THE SHARED PRIMARY SCHOOL CAMPUS ZONE**

Applications from students who live in the shared primary school campus zone and are currently enrolled at Angle Vale Primary School seeking to transfer Riverbanks College B-12 primary campus, will only be considered in special circumstances and by agreement between the principals of the schools. These applications will be assessed on a case-by-case basis.

**YEAR LEVEL: 7**

Applications for enrolment from parents of prospective Year 7 students require that the student must be enrolled in a government or non-government school in South Australia at the time the parents apply for enrolment through the state-wide registration of interest process (coordinated by the Department for Education).

The applicant must meet one of the following requirements to be eligible for a Year 7 allocation through the registration of interest process for the coming school year:

- the child is living in the Riverbanks College B-12 high school zone



- the child is attending the school's primary school campus
- the child identifies as Aboriginal and/or Torres Strait Islander through the Enter for Success strategy
- the child has been granted enrolment due to special or extenuating circumstances, including but not limited to a child in care where there is a custody or guardianship order made under the *Children and Young People (Safety) Act 2017*.

#### **Late applications for Year 7 from students living in the secondary campus school zone**

Families who move into the secondary campus school zone, or who are already living in the secondary campus school zone but lodge their application for enrolment after the department's registration of interest process is completed (**end of term 2**), will have their applications considered if vacancies exist.

If no vacancies exist, the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year. In these cases, applications will be considered based on the distance of the child's residence from the secondary campus and any other personal needs, such as curriculum (excluding special interest programs), transportation/location convenience, and social/family links.

#### **Enter for Success Strategy Year 7 students**

Through nominating Riverbanks College B-12 via the Enter for Success strategy, a child who identifies as Aboriginal and/or Torres Strait Islander will be offered a Year 7 place at the school for the following year. Families enrolling through Enter for Success can do so until the end of term 4 in the year prior to starting Year 7.

#### **YEAR 8 to 11 (in 2025)**

##### **Application for Year 8 to 11 from students living inside the secondary campus school zone**

Applications for enrolment from parents of prospective students living in the secondary campus school zone will be considered if vacancies exist.

If no vacancies exist the applicant will be encouraged to remain at their current high school, or the school will support the family to find an enrolment at a neighbouring school and upon request, the applicant will be placed on the school's enrolment register.

The school will notify parents of an applicant on the enrolment register by the beginning of **week 3, term 4** if a vacancy is available for their child to attend the following school year.

In these cases, applications will be considered based on siblings at the secondary campus, the distance of the child's residence from the secondary campus and any other personal needs, such as curriculum, transportation/location convenience, and social/family links.

##### **Applications for Year 7-11 from students living outside the secondary campus zone with siblings currently at the secondary campus**

There is no automatic entry to the school for Year 7-11 students who live outside the school's secondary campus zone and have siblings who currently attend the secondary campus.

#### **YEAR LEVEL: 12**

Applications for enrolment for year 12 will not be accepted for **2025**.

The applicant will be encouraged to remain at their current school or the school will support the family to find an enrolment at a neighbouring school.

#### **OUT OF ZONE APPLICATIONS**

Applications from parents of prospective students, who live outside the primary or secondary campus zones will only be given consideration for enrolment if the school is under its year level student enrolment numbers.

##### *Enrolment Criteria—General*

#### **Special Circumstances**

Enrolment applications for special consideration based on compelling or unusual reasons, including but not limited to a child in care where there is custody or guardianship orders made under the *Children and Young People (Safety) Act 2017*, may be granted by the Principal in consultation with the Education Director. These applications will be assessed on a case-by-case basis.

##### *Enrolment Process*

#### **Enrolment Register**

Parents whose child's name has been placed on the enrolment register will be contacted by the end of **week 3, term 4** if vacancies become available for the following year.

The enrolment register will be reviewed and updated annually by the school.

The position that a child's name appears on the register is confidential and will only be disclosed as required by law.

#### **Monitoring and enforcement**

It is the responsibility of the parents applying for enrolment to be able to verify to the satisfaction of the school that the information provided is true and factual.

If a child was enrolled at the school on the basis of false or misleading information (including residential address) the Chief Executive may direct that the child be instead enrolled at another Government school pursuant to Section 63(1) of the *Education and Children's Services Act 2019*.

The Principal is responsible for the implementation of this Capacity Management Plan.

This Capacity Management Plan will be reviewed annually.

##### *Riverbanks College B-12 Preschool Enrolment Policy*

#### **Riverbanks College B-12 preschool local catchment area**

A preschool local catchment area is a defined area from which the preschool accepts its core intake of students.

Riverbanks College B-12 operates a preschool local catchment area within the area bounded by Angle Vale Road, Heaslip Road, Gawler River and Northern Expressway.

An online map and a search tool to indicate if an applicant's home address is within the preschool local catchment area by enrolment year is available at [www.education.sa.gov.au/findaschool](http://www.education.sa.gov.au/findaschool).

**Student Enrolment Numbers**

The number of students entering at Preschool is limited to a maximum of **39** students per year, consisting of **33** mainstream students and **6** Inclusive Preschool Program students.

**Application for Preschool from students living in the preschool local catchment area**

Priority consideration will be given to applications for enrolment from parents of prospective preschool children to enrol the following year, if they have been living inside the preschool local catchment area and lodge their application for enrolment in either term 1 or term 3 (mid-year intake) by the end of **week 10, term 2**, in the year prior to starting preschool.

If more registrations for enrolment are received from parents living in the preschool campus catchment area than places are available by the dates specified above in the year prior to enrolment, places will be offered based on whether any, all or a combination of the following applies:

- the child identifies as Aboriginal and/or Torres Strait Islander or is currently in/has previously been in care
- the child is identified as requiring special consideration—in consultation with the local education team
- the distance of the child's residence from the preschool (kms by road)
- the length of time the child has lived in the preschool local catchment area
- the child has a sibling currently enrolled at the primary campus and will be attending the preschool in the same calendar year
- other personal needs such as transportation/location convenience, social/family links at the school.

For applications for enrolment for the beginning of the following school year (term 1), the school will notify parents of the outcome of this process from **week 2, term 3**. For applications for enrolment to start mid-year of the following school year (term 3), the school will notify parents of the outcome of this process from **week 4, term 1** of the same school year.

If no vacancies exist the preschool will support the family to enrol at a neighbouring preschool and upon request, the applicant will be placed on the preschool's enrolment register.

If vacancies exist at the beginning of an enrolment intake, the principal may approve places being offered to a child living outside the preschool local catchment area, based on the child living within the primary campus school zone.

**Inclusive Preschool Program**

The Inclusive Preschool Program supports up to 6 children with disability and/or complex needs to improve their learning outcomes within a preschool setting.

Placement in the Inclusive Preschool Program is determined through the department's state-wide panel process for placement in an inclusive education option.

**Out of Catchment Applications**

There is no automatic entry to the preschool for children who live outside of the preschool local catchment area and have siblings who attend the school.

Applications from parents of prospective preschool students, who live outside the preschool local catchment area will only be given consideration for enrolment if the preschool is under its enrolment number.

Dated: 24 May 2024

HON BLAIR BOYER MP  
Minister for Education, Training and Skills

## EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

*Notice of Revocation of Policy by the Minister for Education, Training and Skills*

Pursuant to Regulation 12(3) of the *Education and Children's Services Regulations 2020*, I, the Minister for Education, Training and Skills revoke the **Riverbanks College** Capacity Management Plan, published in the Gazette on **31 August 2023**.

Dated: 24 May 2024

BLAIR BOYER  
Minister for Education, Training and Skills

## ENERGY RESOURCES ACT 2000

*Application for Grant of Special Facilities Licence—SFL 19*

Pursuant to Section 65(6) of the *Energy Resources Act 2000* (the Act) and delegated powers dated 27 November 2023, notice is hereby given that an application for the grant of a Special Facilities Licence within the area described below has been received from:

**Australian Gas Networks (SA) Limited**

The application will be determined on or after 12 July 2024.

*Description of Application Area*

All that part of the State of South Australia, bounded as follows:

297779.135006mE	6168026.17403mN
297826.547335mE	6168029.41319mN
297857.460425mE	6167966.38906mN
297806.521191mE	6167962.86180mN
297786.006997mE	6168006.57418mN
297779.135006mE	6168026.17403mN

All coordinates in GDA94

AREA: **0.003** square kilometres approximately

Dated: 6 June 2024

BENJAMIN ZAMMIT  
Executive Director  
Regulation and Compliance Division  
Department for Energy and Mining  
Delegate of the Minister for Energy and Mining

## ENVIRONMENT PROTECTION ACT 1993

## SECTION 68

*Approval of Category B Containers*

I, Nicholas Stewart, Team Leader, Container Deposit Legislation and Delegate of the Environment Protection Authority (the Authority), pursuant to Section 68 of the *Environment Protection Act 1993* (the Act) hereby:

Approve as Category B Containers, subject to the conditions in subclauses 1, 2, 3 and 4 below, each of the classes of containers identified by reference to the following matters described in the first 4 columns of Schedule 1 of this Notice which are sold in South Australia:

- (a) the product which each class of containers shall contain;
  - (b) the size of the containers;
  - (c) the type of containers;
  - (d) the name of the holders of these approvals.
1. That containers of the class to which the approval relates must bear the refund marking specified by the Authority for containers of that class. The Authority specifies the following refund markings for Category B containers:
    - (1) "10c refund at collection depots when sold in SA", or
    - (2) "10c refund at SA/NT collection depots in State/Territory of purchase", or
    - (3) "10c refund at collection depots/points in participating state/territory of purchase"
  2. The holder of the approval must have in place an effective and appropriate waste management arrangement in relation to containers of that class. For the purpose of this approval notice the company named in Column 5 of Schedule 1 of this Notice is the nominated super collector.
  3. In the case of an approval in relation to Category B containers that the waste management arrangement must require the holder of the approval to provide specified super collectors with a declaration in the form determined by the Authority in relation to each sale of such containers by the holder of the approval as soon as practicable after the sale
  4. The holder of these approvals must ensure that if a sticker bearing the refund marking has been approved, and is applied to the container, then the sticker must not be placed on any portion of the opening mechanism or in any other place that would require complete or partial removal of the sticker before the contents may be consumed.

Dated: 13 June 2024

NICHOLAS STEWART  
Team Leader, Container Deposit Legislation  
Delegate of the Environment Protection Authority

## SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Brookvale Union Vodka Lemonade	330ml	Aluminium	4 Pines Brewing Company Wholesale Pty Ltd	Marine Stores Ltd
Sour Puss Sour Apple 8%	330ml	Aluminium	80 Proof Australia	Statewide Recycling
Sour Puss Sour Grape 8%	330ml	Aluminium	80 Proof Australia	Statewide Recycling
Sour Puss Sour Watermelon 8%	330ml	Aluminium	80 Proof Australia	Statewide Recycling
Amigo Apple	200ml	Flexible Pouch—PE/PET	ABWFoods Australia	Statewide Recycling
Amigo Multivita	200ml	Flexible Pouch—PE/PET	ABWFoods Australia	Statewide Recycling
Amigo Orange	200ml	Flexible Pouch—PE/PET	ABWFoods Australia	Statewide Recycling
AJ Coconut Drink With Nata De Coco Banana	290ml	Glass	AJ Fresh Foods Pty Ltd	Statewide Recycling
AJ Coconut Drink With With Nata De Coco Pomegranate	290ml	Glass	AJ Fresh Foods Pty Ltd	Statewide Recycling
AJ Coconut Drink With With Nata De Coco Strawberry	290ml	Glass	AJ Fresh Foods Pty Ltd	Statewide Recycling
AJ Coconut Drink With With Nata De Coco Vanilla	290ml	Glass	AJ Fresh Foods Pty Ltd	Statewide Recycling
AJ Coconut Water Original 100%	1,000ml	Plastic	AJ Fresh Foods Pty Ltd	Statewide Recycling
AJ Coconut Water Original 100%	490ml	Aluminium	AJ Fresh Foods Pty Ltd	Statewide Recycling
AJ Coconut Water Original 100%	320ml	Aluminium	AJ Fresh Foods Pty Ltd	Statewide Recycling
Almighty Blood Orange Sparkling Water No Sugar	330ml	Aluminium	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Lemon Sparkling Water No Sugar	330ml	Aluminium	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Organic Apple Organic Juice No Added Sugar	300ml	Glass	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Organic Carrot Orange Turmeric Organic Juice No Added Sugar	300ml	Glass	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Organic Guava Lime Apple Organic Juice No Added Sugar	300ml	Glass	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Organic Orange Apple Mango Organic Juice No Added Sugar	300ml	Glass	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Organic Orange Organic Juice No Added Sugar	300ml	Glass	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Passionfruit Sparkling Water No Sugar	330ml	Aluminium	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Peach Ginger Sparkling Water No Sugar	330ml	Aluminium	Almighty Drinks Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Almighty Pear Sparkling Water No Sugar	330ml	Aluminium	Almighty Drinks Pty Ltd	Statewide Recycling
Almighty Yuzu Lime Sparkling Water No Sugar	330ml	Aluminium	Almighty Drinks Pty Ltd	Statewide Recycling
Vodka & Lemonade No Sugar	330ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Vodka Soda & Tropical No Sugar	330ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Whisky & Lemonade No Sugar	330ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Whisky Dry & Lime No Sugar	330ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Sangaria Ramu Bottle Grape	500ml	Bottle— Aluminium	Amyson Pty Ltd	Statewide Recycling
Sangaria Ramu Bottle Melon Soda	500ml	Bottle— Aluminium	Amyson Pty Ltd	Statewide Recycling
Sangaria Ramu Bottle Original	500ml	Bottle— Aluminium	Amyson Pty Ltd	Statewide Recycling
Schweppes Gelato Messina Passionfruit Lemonade Flavour	300ml	Glass	Asahi Beverages Pty Ltd	Marine Stores Ltd
Schweppes Gelato Messina Peach & Mango Flavour	300ml	Glass	Asahi Beverages Pty Ltd	Marine Stores Ltd
Schweppes Gelato Messina Pineapple & Lime Flavour	300ml	Glass	Asahi Beverages Pty Ltd	Marine Stores Ltd
Hard Rated Alcoholic Lemon Lime Zero Sugar	375ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Mercury Double Cider	250ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Double Vanilla Cola	375ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Zero Sugar Mango Raspberry	275ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Zero Sugar Melon Lime	275ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Zero Sugar Mixed Berry	275ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Zero Sugar Pineapple	275ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Zero Sugar Strawberry Watermelon	275ml	Aluminium	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
El Toro Grapefruit Paloma Non-Alcoholic	250ml	Aluminium	Bickford's Australia Pty Ltd	Statewide Recycling
El Toro Mango Margarita Non Alcoholic	250ml	Aluminium	Bickford's Australia Pty Ltd	Statewide Recycling
Billson's Beechworth 1990s Triple Distilled Vodka	355ml	Aluminium	Billson's Beverages Pty Ltd	Statewide Recycling
Billson's Beechworth Lychee Triple Distilled Vodka	355ml	Aluminium	Billson's Beverages Pty Ltd	Statewide Recycling
Billson's Beechworth Tangle Low Sugar Triple Distilled Vodka	355ml	Aluminium	Billson's Beverages Pty Ltd	Statewide Recycling
Bowden Brewing Blue YEET Disco Blue Raspberry Hard Lemonade	375ml	Aluminium	Bowden Brewing Pty Ltd	Statewide Recycling
Bowden Brewing Collab Adelaide Fringe FestivAle Pale Ale	375ml	Aluminium	Bowden Brewing Pty Ltd	Statewide Recycling
Bowden Brewing Collab Bat Country Grapefruit Radler	375ml	Aluminium	Bowden Brewing Pty Ltd	Statewide Recycling
Bowden Brewing Limited Clown Cover Hazy IPA	375ml	Aluminium	Bowden Brewing Pty Ltd	Statewide Recycling
Bowden Brewing Limited Senor Tickle Yuzu Cerveza	375ml	Aluminium	Bowden Brewing Pty Ltd	Statewide Recycling
Bowden Brewing Limited Soolong Sucka Tea Leaf IPA	375ml	Aluminium	Bowden Brewing Pty Ltd	Statewide Recycling
Brick Lane Bommie XPA	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Natural Draught	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Nitro Cola 6%	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Wild sky Zero Carb Pale Ale	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Cascade Origin Premium Source Lager	375ml	Glass	Carlton & United Breweries Pty Ltd	Marine Stores Ltd
Great Northern Brewing Co Long Run Premium Crisp Lager	330ml	Glass	Carlton & United Breweries Pty Ltd	Marine Stores Ltd
Pure Blonde Crisp Apple Cider	330ml	Glass	Carlton & United Breweries Pty Ltd	Marine Stores Ltd
Pure Blonde Crisp Apple Cider	375ml	Aluminium	Carlton & United Breweries Pty Ltd	Marine Stores Ltd
VB Victoria Bitter 2024 Limited Edition Official Beer Of Origin	375ml	Aluminium	Carlton & United Breweries Pty Ltd	Marine Stores Ltd
Prime Hydration X	500ml	PET	Congo Brands Australia Pty Ltd	Marine Stores Ltd
Coopers Brewery XPA Limited Edition	440ml	Aluminium	Coopers Brewery Limited	Marine Stores Ltd
Deeds Brewing Another Shrubbery Hazy IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Black Metal Cherry Chocolate Imperial Stout	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Current Climate Session IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Doppel Bourbon Barrel Bock BBA Doppelbock	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Flight by Night Bourbon Barrel Aged Imperial Stout With Chai And Vanilla	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Form Follows Function Munich Helles	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Haiku TIPA	375ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing La Nina Hazy IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Layers Hazy DIPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Le Lapin Blanc Witbier	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Lost City Hazy Pale	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Lowlands Hazy DIPA Seeker Brewing	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Main Squeeze Lemon Hazy Pale	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Momo Peach Tart Blonde	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing No Spoilers Extra Special Bitter	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Outrun Hazy DIPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Panacea Hazy DIPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Plump Up The Jam Plum And Lemon Pastry Sour	375ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Deeds Brewing Polaroid Picture Berry Milkshake IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Prime Directive West Coast IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Quantum Entanglement Quadruple West Coast IPA	375ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Silent Town BBA Imperial Stout With Toasted Almonds And Vanilla	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Sponsored By Pale Ale	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Super Massive Black Hole Milky Way Pastry Imperial Stout	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Survivor Type Hazy TIPA	375ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing The Vibe Victorian Pale Ale	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Touch On Grapefruit IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Truly Scrumptious Strawberry & Guava Sour	375ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Underworld Lager	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Vaporwave Oat Cream IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing Yearn for the Mines West Coast IPA	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Deeds Brewing You're Welcome Tropical NEIPA Phantasm	440ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Rizz Pink Hard Lemonade	375ml	Aluminium	Deeds Group Pty Ltd	Marine Stores Ltd
Kopparberg Premium Cider Mixed Fruit Tropical	500ml	Glass	Endeavour Group Limited	Marine Stores Ltd
Rugged Thumb Australian Ginger Beer Zero Sugar Victoria Malaga	500ml	Glass	Endeavour Group Limited	Marine Stores Ltd
Jiangji Distillery Mixed Fruits Flavored Baijiu	330ml	Aluminium	Endeavour Group Limited	Marine Stores Ltd
Jiangji Distillery Peach Flavored Baijiu	168ml	Glass	Ettason Pty Ltd	Statewide Recycling
Jiangji Distillery White Grape Flavored Baijiu	168ml	Glass	Ettason Pty Ltd	Statewide Recycling
Lotte Chilsung Lemon Lime Soda	168ml	Glass	Ettason Pty Ltd	Statewide Recycling
Lotte Milkis Original Milk & Yoghurt	500ml	PET	Ettason Pty Ltd	Statewide Recycling
MEIJIAN Green Plum Fruit Wine	500ml	PET	Ettason Pty Ltd	Statewide Recycling
Meijian Dahongpao Tea Plum Fruit Wine	750ml	Glass	Ettason Pty Ltd	Statewide Recycling
Meijian Original Flavor Green Plum Fruit Wine	750ml	Glass	Ettason Pty Ltd	Statewide Recycling
Meijian Smoky Flavor Green Plum Fruit Wine	330ml	Glass	Ettason Pty Ltd	Statewide Recycling
Tsingtao Happy Year of Dragon	750ml	Glass	Ettason Pty Ltd	Statewide Recycling
Tsingtao Lemon Pilsner Non Alcoholic	355ml	Glass	Ettason Pty Ltd	Statewide Recycling
VITA Sparkling Lemon Tea Drink	330ml	Glass	Ettason Pty Ltd	Statewide Recycling
VITA Sparkling Peach Orange Tea Drink	310ml	Aluminium	Ettason Pty Ltd	Statewide Recycling
CAPI Australian Mango Sparkling Water	310ml	Aluminium	Ettason Pty Ltd	Statewide Recycling
Maximus Zero Sugar Grape	500ml	Glass	Fresh Local Pty Ltd	Statewide Recycling
V Guarana Energy Drink Black	1,000ml	PET	Frucor Suntory Australia Pty Ltd	Statewide Recycling
V Guarana Energy Drink Black	500ml	Aluminium	Frucor Suntory Australia Pty Ltd	Statewide Recycling
V Refresh Blackcurrant & Yuzu Zero Sugar	250ml	Aluminium	Frucor Suntory Australia Pty Ltd	Statewide Recycling
V Refresh Blackcurrant & Yuzu Zero Sugar	250ml	Aluminium	Frucor Suntory Australia Pty Ltd	Statewide Recycling
Matso's Low Sugar Alcoholic Ginger Beer	500ml	Aluminium	Frucor Suntory Australia Pty Ltd	Statewide Recycling
Matso's Vodka Lemon Lime Crush	330ml	Glass	Gage Roads Brewing Co	Statewide Recycling
Behemoth Brewing Company Learn To Fly Hazy Pale Ale	330ml	Aluminium	Gage Roads Brewing Co	Statewide Recycling
Behemoth Brewing Company Learn To Fly Hazy Pale Ale	440ml	Aluminium	Garton Australia	Statewide Recycling
Boniface Saint Peters Thursday Cold India Pale Ale	440ml	Aluminium	Garton Australia	Statewide Recycling
Boniface The Unit Hazy NZ IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Duncans Brewing Company Juniper IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Duncans Brewing Company Off World II NZIPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Duncans Off World IV Hazy IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Erdinger Dunkel	500ml	Aluminium	Garton Australia	Statewide Recycling
Erdinger Weissbier	500ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Chipper Hazy Pale Ale	330ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Earthly Delights	440ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Good Shout Hoppy	440ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Mojave Green California IPA	330ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Phantasm Hazy	440ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Striped Racer West Coast IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project The Temple of Haze East Coast IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Garage Project Tiny No Regrets Hazy IPA	330ml	Aluminium	Garton Australia	Statewide Recycling
Kura Kura Island Ale	330ml	Aluminium	Garton Australia	Statewide Recycling
Kura Kura Lager	330ml	Aluminium	Garton Australia	Statewide Recycling
ParrotDog Greyhound Low Carb Hazy	500ml	Aluminium	Garton Australia	Statewide Recycling
Waitoa Dayglow Hazy IPA	330ml	Aluminium	Garton Australia	Statewide Recycling
Waitoa Firstlight Aotearoa Hazy	330ml	Aluminium	Garton Australia	Statewide Recycling
Waitoa Gone Bush Aotearoa IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Waitoa Gone Fishin' Aotearoa Hazy	440ml	Aluminium	Garton Australia	Statewide Recycling
Waitoa Island Hopper Pacific IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Waitora Afterglow Hazy IPA	440ml	Aluminium	Garton Australia	Statewide Recycling
Good Happy Berry Schisandra Kombucha	440ml	Aluminium	Garton Australia	Statewide Recycling
Good Happy Berry Schisandra Kombucha	330ml	Glass	Good Happy Pty Ltd as Trustee for Good Happy Unit Trust	Statewide Recycling
Good Happy Cacao Vanilla Kombucha	330ml	Glass	Good Happy Pty Ltd as Trustee for Good Happy Unit Trust	Statewide Recycling
Good Happy Ginger Turmeric Kombucha	330ml	Glass	Good Happy Pty Ltd as Trustee for Good Happy Unit Trust	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Good Happy Lemon Myrtle Pepperberry Kombucha	330ml	Glass	Good Happy Pty Ltd as Trustee for Good Happy Unit Trust	Statewide Recycling
Mangiatorella Sparkling Water	250ml	Glass	Gulli Food Distributors Pty Ltd	Flagcan Distributors
Mangiatorella Sparkling Water	1,000ml	Glass	Gulli Food Distributors Pty Ltd	Flagcan Distributors
Mangiatorella Sparkling Water	750ml	Glass	Gulli Food Distributors Pty Ltd	Flagcan Distributors
Mangiatorella Still Water	250ml	Glass	Gulli Food Distributors Pty Ltd	Flagcan Distributors
Mangiatorella Still Water	1,000ml	Glass	Gulli Food Distributors Pty Ltd	Flagcan Distributors
Mangiatorella Still Water	750ml	Glass	Gulli Food Distributors Pty Ltd	Flagcan Distributors
H2 Juice Sparkling Fruit Drink Lychee	500ml	Aluminium	H2coco Pty Ltd	Statewide Recycling
Heylo Natural Magnesium Sparkling Water	300ml	Aluminium	Heylo	Statewide Recycling
Lunae Sparkling Aloe Water	330ml	Glass	Higher State Co	Marine Stores Ltd
Lunae Sparkling Cactus Water	330ml	Glass	Higher State Co	Marine Stores Ltd
Monday Distillery Bondi Wash Native Bellini Non-Alcoholic	300ml	Glass	Higher State Co	Marine Stores Ltd
Monday Distillery Coco Margi Non-Alcoholic	300ml	Glass	Higher State Co	Marine Stores Ltd
Monday Distillery Margi Spritz Non-Alcoholic	300ml	Glass	Higher State Co	Marine Stores Ltd
Jump Ship Brewing Loose End Hazy Pale	375ml	Aluminium	Jump Ship Brewing	Statewide Recycling
Kangaroo Island Pure Rain	300ml	PET	Kangaroo Island Pure Rain	Statewide Recycling
Cold Matter Cold Brew Coffee Caramel Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Cold Matter Cold Brew Coffee Long Black Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Cold Matter Cold Brew Tea Lemon Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Cold Matter Cold Brew Tea Mango Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Cold Matter Cold Brew Tea Passionfruit Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Cold Matter Cold Brew Tea Peach Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Cold Matter Cold Brew Tea Watermelon Zero Sugar	330ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Herbal Health Shot Collagen Boost With Blueberry & Glutamine	100ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Herbal Health Shot Energy Boost With Taurine & Ginseng	100ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Herbal Health Shot Immunity Boost With Ginger & Echinacea	100ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Herbal Health Shot Metabolism Boost With Cinnamon & Cayenne	100ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Ginger Turmeric	375ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Ginger Turmeric	750ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Jasmine Green Tea	375ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Jasmine Green Tea	750ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Passionfruit Elixir	375ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Passionfruit Elixir	750ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Peach Paradise	375ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Raspberry Blossom	375ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Raspberry Blossom	750ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Tropical Hops	375ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Kommunity Brew Kombucha Organic Tropical Hops	750ml	Glass	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Liberty Kombucha Black Cherry	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Liberty Kombucha Blood Orange	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Liberty Kombucha Kakadu Plum Ginger	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Liberty Kombucha Pomegranate	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Sips Blood Orange With Native Australian Kakadu Plum Sparkling Water	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Sips Cucumber & Mint With Native Australian Strawberry Gum Sparkling Water	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Sips Lemon With Native Australian Lemon Myrtle Sparkling Water	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Sips Pineapple & Yuzu With Native Australian Finger Lime Sparkling Water	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Sips Pink Grapefruit With Native Australian Davidson Plum Sparkling Water	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Sips Raspberry With Native Australian Riberry Sparkling Water	330ml	Aluminium	Kommunity Brewing Co Pty Ltd	Statewide Recycling
Level Lemonade & Passionfruit	300ml	Aluminium	Level Beverages Pty Ltd	Statewide Recycling
Counter Culture Simple Pleasures Coffee Milk Stout	500ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Counter Culture Spicy Kween Spicy Margarita Sour	500ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Heineken Silver	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
James Squire Chef Blend Pale Ale	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Ginger & Lime Whisky Soda	330ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Lashes Premium Pale Ale	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Shackles Premium Lager	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Stride Low Carb Pale Ale	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Zero Premium	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
James Squire Zesty Citrus Whisky Soda	330ml	Aluminium	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Pure Origin Tasmanian Bramble Gin With Soda	250ml	Aluminium	Liquorland Australia Pty Ltd	Statewide Recycling
Pure Origin Tasmanian Dry Gin With Soda & Lime	250ml	Aluminium	Liquorland Australia Pty Ltd	Statewide Recycling
Tinnies Pub Classics Alcoholic Lemon Lime & Bitters	330ml	Aluminium	Liquorland Australia Pty Ltd	Statewide Recycling
Tinnies Pub Classics Alcoholic Lemon Squash	330ml	Aluminium	Liquorland Australia Pty Ltd	Statewide Recycling
Tinnies Pub Classics Alcoholic Raspberry Crush	330ml	Aluminium	Liquorland Australia Pty Ltd	Statewide Recycling
Heal-Thy Soda Sparkling Natural Prebiotic Soda	330ml	Glass	Live Healthy Group	Statewide Recycling
Ginger Lemongrass & Lime				
Heal-Thy Soda Sparkling Natural Prebiotic Soda	330ml	Glass	Live Healthy Group	Statewide Recycling
Passionfruit Peach + Berry				
Heal-Thy Soda Sparkling Natural Prebiotic Soda	330ml	Glass	Live Healthy Group	Statewide Recycling
Pineapple Lime + Mint				
Heal-Thy Soda Sparkling Natural Prebiotic Soda	330ml	Glass	Live Healthy Group	Statewide Recycling
Raspberry + Rose				
Lowe Lippmann Sparkling Mineral Water	330ml	Aluminium	Mammoth Brands Pty Ltd as trustee for the Mammoth Brands unit Trust	Statewide Recycling
Lowe Lippmann Still Mineral Water	330ml	Aluminium	Mammoth Brands Pty Ltd as trustee for the Mammoth Brands unit Trust	Statewide Recycling
Rippl Sparkling Mineral Water	330ml	Aluminium	Mammoth Brands Pty Ltd as trustee for the Mammoth Brands unit Trust	Statewide Recycling
Rippl Star Wars Still Mineral Water	400ml	Bottle—	Mammoth Brands Pty Ltd as trustee for the Mammoth Brands unit Trust	Statewide Recycling
Rippl Still Mineral Water	330ml	Aluminium	Mammoth Brands Pty Ltd as trustee for the Mammoth Brands unit Trust	Statewide Recycling
Prolive Peach	130ml	Polystyrene	Manassen Foods Australia Pty Ltd	Statewide Recycling
Yomilk Grape Flavour	80ml	Polystyrene	Manassen Foods Australia Pty Ltd	Statewide Recycling
Box Apple Blackcurrant Alcoholic Juice	330ml	Aluminium	Moon Dog Brewing Pty Ltd t/as Moon Dog Craft Brewery	Marine Stores Ltd
Box Apple Guava Alcoholic Juice	330ml	Aluminium	Moon Dog Brewing Pty Ltd t/as Moon Dog Craft Brewery	Marine Stores Ltd
Box Tropical Bang Alcoholic Juice	330ml	Aluminium	Moon Dog Brewing Pty Ltd t/as Moon Dog Craft Brewery	Marine Stores Ltd
Moon Dog Fizzer Juicy Apple Raspberry Alcoholic Juice	330ml	Aluminium	Moon Dog Brewing Pty Ltd t/as Moon Dog Craft Brewery	Marine Stores Ltd
Moon Dog Fizzer Juicy Summer Pash Alcoholic Juice	330ml	Aluminium	Moon Dog Brewing Pty Ltd t/as Moon Dog Craft Brewery	Marine Stores Ltd
PACE Rapid Hydration Lemon Lime Zero Sugar	500ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
PACE Rapid Hydration Peach Zero Sugar	500ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
PACE Rapid Hydration Watermelon Zero Sugar	500ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
Gwei Lo Rainbow Sherbet Sour	375ml	Aluminium	Northern Beaches Brewery Trust t/as Nomad Brewing Co	Statewide Recycling
Foodary Natural Australian Spring Water	600ml	PET	Nu Pure Beverages	Statewide Recycling
Monika Beauty Collagen with Aloe Zero Sugar	500ml	PET	Ostindo International Pty Ltd	Statewide Recycling
Monika Watermelon with Aloe	500ml	PET	Ostindo International Pty Ltd	Statewide Recycling
O's Bubble Jelly Popping Boba Lychee Oolong & Aloe Vera	240ml	Aluminium	Ostindo International Pty Ltd	Statewide Recycling
O's Bubble Jelly Popping Boba Peach Oolong & Aloe Vera	240ml	Aluminium	Ostindo International Pty Ltd	Statewide Recycling
Vida Zero Green Apple Sparkling Flavoured Drink	325ml	Aluminium	Ostindo International Pty Ltd	Statewide Recycling
Vida Zero Original Citrus Sparkling Flavoured Drink	325ml	Aluminium	Ostindo International Pty Ltd	Statewide Recycling
Vida Zero Salty Lychee Sparkling Flavoured	325ml	Aluminium	Ostindo International Pty Ltd	Statewide Recycling
Superboost Tropical	500ml	PET	Our Purpose Co Pty Ltd t/as Superboost Performance	Marine Stores Ltd
Henry Blooms Belly Me Fat Burner	60ml	Bottle—	Phytologic Holdings Pty Ltd	Marine Stores Ltd
Henry Blooms Belly Me Post Workout	60ml	Bottle—	Phytologic Holdings Pty Ltd	Marine Stores Ltd
Henry Blooms Belly Me Pre Workout	60ml	Bottle—	Phytologic Holdings Pty Ltd	Marine Stores Ltd
Pirate Life Brewing Alcoholic Lemonade	375ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Amplifire NZIPA	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Antipodean Pilsner	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Belma IPA	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Pirate Life Brewing Brandy Barrel Aged Imperial Stout	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Canyon Brewing Reel Ale NZIPA	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Chocolate & Banana Stout	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Classic Lager	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Dark Lager	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Hazy IIPA	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Japanese Style Lager	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Kold IPA	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing LIV Golf Beer	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Minus 23 Blue Raspberry Alcoholic Lemonade	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Mosaic	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Tasting Australia Lager	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing West Coast IPA	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
The Kraken Black Spiced Rum & Cola Double Serve	320ml	Aluminium	Proximo Australia Pty Ltd	Statewide Recycling
Senza Zero Alcohol Aperitif	250ml	Aluminium	Really Good People Pty Ltd	Statewide Recycling
Remedy Organic Kombucha Apple Crisp No Sugar	750ml	Glass	Remedy Kombucha Pty Ltd	Marine Stores Ltd
Remedy Organic Kombucha Ginger Lemon No Sugar	750ml	Glass	Remedy Kombucha Pty Ltd	Marine Stores Ltd
ST ALi Double Shot Iced Coffee	480ml	PET	ST ALi Coffee Roasters Pty Ltd	Statewide Recycling
Sanitarium Up & Go Liquid Breakfast Iced Mocha Flavour	500ml	PET	Sanitarium Health & Wellbeing	Statewide Recycling
Seppeltsfield Rd Distillers Barossa Shiraz Gin Soda	250ml	Aluminium	Seppeltsfield Road Distillers	Statewide Recycling
Shifty Lizard Brewing Co Cotton Candy Sour	375ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co English IPA	375ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Southern Haze Hazy IPA	375ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Straight Up Pale Ale	375ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Tradie Energy + Creamy Soda	500ml	Aluminium	Sojo Pty Ltd	Flagcan Distributors
Tradie Energy + Ginger Beer	500ml	Aluminium	Sojo Pty Ltd	Flagcan Distributors
Tradie Energy + Lemon Squash	500ml	Aluminium	Sojo Pty Ltd	Flagcan Distributors
Tradie Energy + Passion Fruit	500ml	Aluminium	Sojo Pty Ltd	Flagcan Distributors
Bridge Road Brewers Beechworth Pale Ale	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Blackberry Sour	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Dark Harvest Fresh Hop Black IPA	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Double West Coast India Pale Ale	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Eggster Triple Chocolate Ale	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Hazy Session Good Gilbert	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Maap Adl Au	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Mayday Hills The Creek 2023 Lambic Style Cherry Sour	750ml	Glass	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Moffat Beach Brewing Co Hazy Harvest Fresh Hop IPA	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Pass O Guava Sour	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Phantasm Hazy India Pale Ale	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Raspberry Sour With Lime	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Spectrum Hazy Pale	355ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Strata Hazy India Pale Ale	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers Thiolized West Coast India Pale Ale	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Bridge Road Brewers West Coast Pilsner	440ml	Aluminium	Starkbrau Pty Ltd t/as Bridge Road Brewers	Marine Stores Ltd
Known Stranger Apple Cinnamon Rosehip Fruit Tea Brew	300ml	Glass	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Five Berries Hibiscus Fruit Brew Tea	300ml	Glass	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Lemon Juice Fruit Brew Tea	300ml	Glass	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Mango Pineapple Green Mate Fruit Brew Tea	300ml	Glass	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Passionfruit White Hibiscus Fruit Brew Tea	300ml	Glass	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Sparkling Citrus & Honey Blend	250ml	Aluminium	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Sparkling Custard Apple Fizz	250ml	Aluminium	Taste of Awesomeness Pty Ltd	Marine Stores Ltd



Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Known Stranger Sparkling Guava Squeeze	250ml	Aluminium	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Sparkling Mango Moment	250ml	Aluminium	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Sparkling Passionfruit Bliss	250ml	Aluminium	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Sparkling Watermelon Rush	250ml	Aluminium	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
Known Stranger Yuzu & Lime Butterfly Pea Fruit Tea Brew	300ml	Glass	Taste of Awesomeness Pty Ltd	Marine Stores Ltd
YARU Still Mineral Water	390ml	PET	The Mount Warning Beverage Company Pty Ltd	Statewide Recycling
Benediktiner Hell	500ml	Glass	The Tetleys Company Pty Ltd	Statewide Recycling
Benediktiner Weissbier	500ml	Glass	The Tetleys Company Pty Ltd	Statewide Recycling
Delirium Tremens Strong Blond Beer Huyghe	330ml	Glass	The Tetleys Company Pty Ltd	Statewide Recycling
Tetley's Original Bitter	440ml	Aluminium	The Tetleys Company Pty Ltd	Statewide Recycling
Tetley's Smooth Ale	440ml	Aluminium	The Tetleys Company Pty Ltd	Statewide Recycling
Bayreuther Hell	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Fruh Kolsch	500ml	Aluminium	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Fruh Kolsch Alkohol Frei	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Baltic Dubbel	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Baltic Gose	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Baltic Stout	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Baltic Tripel	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei German Coast Double IPA	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Meer Jungfrau Natursauer	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Snorkelers Sea Salt IPA Alkohol Freies Bier	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Strand Fass Oaky Pale Ale	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Insel Brauerei Surfers Summer Ale Alkohol Freies Bier	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Maisel's Weisse Alkoholfrei	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Maisel's Weisse Dunkel	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Maisel's Weisse Kristall	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Maisel's Weisse Original	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Original Landbier 1857	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Original Landbier Dunkel	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Original Landbier Zwick'l	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Schneider Weisse Aventinus Eisbock	330ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Schneider Weisse Aventinus Weizen Doppelbock	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Schneider Weisse Hopfenweisse Weizendoppelbock	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Schneider Weisse Original Weissbier	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Weltenburger Kloster Anno 1050	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Weltenburger Kloster Asam Bock	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Weltenburger Kloster Barock Dunkel	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Weltenburger Kloster Pils	500ml	Glass	The Trustee For Alpen Liquor Wholesalers Trust	Statewide Recycling
Nostro Premium Lager	375ml	Aluminium	The Trustee for SixTwelve Brewing t/as Sixtwelve Brewing Pty Ltd	Marine Stores Ltd
Sixtwelve Brewing Mad Monkey Distillery Tall Order Series Rum Barrel Aged Imperial Stout	750ml	Glass	The Trustee for SixTwelve Brewing t/as Sixtwelve Brewing Pty Ltd	Marine Stores Ltd
Sixtwelve Brewing Obelisk Russian Imperial Stout	375ml	Aluminium	The Trustee for SixTwelve Brewing t/as Sixtwelve Brewing Pty Ltd	Marine Stores Ltd
Sixtwelve Brewing Tall Order Series Barrel Fermented Saison	750ml	Glass	The Trustee for SixTwelve Brewing t/as Sixtwelve Brewing Pty Ltd	Marine Stores Ltd

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Sixtwelve Brewing Tall Order Series Barrel Fermented Table Beer	750ml	Glass	The Trustee for SixTwelve Brewing t/as Sixtwelve Brewing Pty Ltd	Marine Stores Ltd
The Uraidla Brewery Blood Curse Red IPA	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Book of Shadows Baltic Porter	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Cut Hill Whiskey Barrel Aged Imperial Stout	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Immortal Elixir West Coast IIPA	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Necromancer DDH IPA	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Psychokinesis DDH TIPA	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Purgatorio Italian Pilsner	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Pyrokinesis Red TIPA	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Tourmaline Watermelon Gose	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
The Uraidla Brewery Worship Australian IPA	375ml	Aluminium	The Uraidla Brewery	Statewide Recycling
V Guarana Energy Drink Blue	500ml	Aluminium	UCC Coffee Australia Limited	Statewide Recycling
V Original Guarana Energy Drink	250ml	Aluminium	UCC Coffee Australia Limited	Statewide Recycling
V Original Guarana Energy Drink	500ml	Aluminium	UCC Coffee Australia Limited	Statewide Recycling
Uthrive Healthy Hydration Lime	500ml	PET	Uthrive Hydration Pty Ltd	Statewide Recycling
Uthrive Healthy Hydration Orange	500ml	PET	Uthrive Hydration Pty Ltd	Statewide Recycling
Uthrive Healthy Hydration Passionfruit	500ml	PET	Uthrive Hydration Pty Ltd	Statewide Recycling
Musashi Energy Lemonade Flavour Zero Sugar	500ml	Aluminium	Vitaco Health Australia Pty Ltd	Statewide Recycling
Beenleigh Rum & Pineapple Crush	375ml	Aluminium	Vok Beverages Pty Ltd	Statewide Recycling
Three Oaks Cider Co Adelaide Hills Crushed Apple	375ml	Aluminium	Vok Beverages Pty Ltd	Statewide Recycling
Vale Crisp Lager	375ml	Aluminium	Vok Beverages Pty Ltd	Statewide Recycling
Little Pete Brewing Dark Ale	375ml	Aluminium	WBB Wines Pty Ltd t/as Little Pete Brewing	Marine Stores Ltd
SA Draught Australian Lager	375ml	Aluminium	WBB Wines Pty Ltd t/as Little Pete Brewing	Marine Stores Ltd
Woolshed Brewery Overland Corner Original Porter	375ml	Aluminium	Wilkadene Pty Ltd t/as Woolshed Brewery	Marine Stores Ltd

## 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
13 Ponsonby Street, West Hindmarsh SA 5007	Allotment 22, Deposited Plan 1342, Hundred of Yatala	CT5715/895	\$0.00
31 Melbury Street, Davoren Park SA 5113	Allotment 676, Deposited Plan 7397, Hundred of Munno Para	CT5672/980	\$199.00

Dated: 13 June 2024

CRAIG THOMPSON  
Housing Regulator and Registrar  
Housing Safety Authority  
Delegate of the Minister for Housing and Urban Development

## JURIES (REMUNERATION FOR JURY SERVICE) REGULATIONS 2017

*Declaration of Long Trial*

Pursuant to Regulation 4(2) of the *Juries (Remuneration for Jury Service) Regulations 2017* and on the advice of the relevant court, I, Kyam Maher, Attorney-General, do hereby declare the criminal trial of R v Stephen Troy Bell (DCCRM-18-1019), to be a long trial for the purposes of these Regulations.

Dated: 13 June 2024

HON. KYAM MAHER MLC  
Attorney-General

## 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 the whole of Unit 6 in Strata Plan 3507 comprised in Certificate of Title Volume 5031 Folio 756.

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: 11 June 2024

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: 2022/02765/01

## 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 the whole of Unit 2 in Strata Plan 11507 comprised in Certificate of Title Volume 5037 Folio 406.

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: 11 June 2024

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: 2022/02778/01

## 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 estate in fee simple in that piece of land being the whole of Allotment 226 in Filed Plan 19501 comprised in Certificate of Title Volume 6255 Folio 229, subject to the easement(s) with limitations over the land marked A on F255816 (TG 13522867).

Secondly: Comprising an unencumbered estate in fee simple in that piece of land being the whole of Allotment 227 in Filed Plan 19501 comprised in Certificate of Title Volume 5568 Folio 956.

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: 11 June 2024

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: 2022/02799/01

## 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 the whole of Allotment 225 in Filed Plan 19501 comprised in Certificate of Title Volume 5714 Folio 76.

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: 11 June 2024

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: 2022/02800/01

## 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 the whole of Allotment 224 in Filed Plan 19501 comprised in Certificate of Title Volume 5868 Folio 904.

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: 11 June 2024

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: 2022/02801/01

## 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 the whole of Allotment 113 in Deposited Plan 29219 comprised in Certificate of Title Volume 5091 Folio 227.

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: 11 June 2024

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: 2022/02958/01

## LOCAL GOVERNMENT (ELECTION) ACT 1999

## DISTRICT COUNCIL OF LOWER EYRE PENINSULA

*Supplementary Election—Nominations Received*

At the close of nominations at 12 noon on Thursday, 6 June 2024, the following people have been accepted as candidates and are listed below in the order in which they will appear on the ballot paper.

**Area Councillor—1 Vacancy**

ISLE, John Barry  
SANTUCCI, Ricardo Stephen

**Campaign Disclosure Returns**

Candidates must lodge the following returns with the Electoral Commissioner:

- Campaign donation return
  - Return no. 1—lodgement from Thursday, 13 June to Thursday, 20 June 2024
  - Return no. 2—within 30 days of the conclusion of the election
- Large gift return
  - Return lodgement within 5 days after receipt, only required for gifts in excess of \$2,500

Detailed information about candidate disclosure return requirements can be found at [www.ecsa.sa.gov.au](http://www.ecsa.sa.gov.au).

**Voting Conducted By Post**

The election is conducted entirely by post and no polling booths will be open for voting. Ballot papers and reply-paid envelopes are mailed out between Tuesday, 25 June and Monday, 1 July 2024 to every person, body corporate and group listed on the voters roll at the close of rolls on Tuesday, 30 April 2024. Voting is voluntary.

A person who has not received voting material by Thursday, 4 July 2024, and believes they are entitled to vote, should contact the deputy returning officer on 1300 655 232 before 5pm Monday, 15 July 2024.

Completed voting material must be sent to reach the returning officer no later than 12 noon on polling day, Monday, 22 July 2024.

**Assisted Voting**

Prescribed electors under Section 41A(8) of the *Local Government (Elections) Act 1999*, may vote via the telephone assisted voting method by calling the Electoral Commission SA on:

- 1300 655 232 within South Australia only
- (08) 7424 7400 from interstate
- +61 8 7424 7400 from overseas

The Telephone Assisted Voting Centre will operate for the following times and days:

- 9am-5pm, Thursday, 18 July to Friday 19 July 2024
- 9am-12 noon, Monday, 22 July 2024 (close of voting)

**Vote Counting Location**

The scrutiny and count will take place from 9.30am on Tuesday, 23 July 2024 at the following location:

- Electoral Commission SA Central Processing Centre
  - Ground floor, 81-95 Waymouth Street, Adelaide

A provisional declaration will be made at the conclusion of the election count.

Dated: 13 June 2024

MICK SHERRY  
Returning Officer

## LOCAL GOVERNMENT (ELECTION) ACT 1999

## DISTRICT COUNCIL OF YANKALILLA

*Supplementary Election—Nominations Received*

At the close of nominations at 12 noon on Thursday, 6 June 2024, the following people have been accepted as candidates and are listed below in the order in which they will appear on the ballot paper.

**Light Ward Councillor—1 Vacancy**

DENTON, Gavin  
HATCH, Karin  
GROCKE, Shane

**Campaign Disclosure Returns**

Candidates must lodge the following returns with the Electoral Commissioner:

- Campaign donation return
  - Return no. 1—lodgement from Thursday 13 June to Thursday 20 June 2024
  - Return no. 2—within 30 days of the conclusion of the election
- Large gift return
  - Return lodgement within 5 days after receipt, only required for gifts in excess of \$2,500

Detailed information about candidate disclosure return requirements can be found at [www.ecsa.sa.gov.au](http://www.ecsa.sa.gov.au).

**Voting conducted by post**

The election is conducted entirely by post and no polling booths will be open for voting. Ballot papers and reply-paid envelopes are mailed out between Tuesday, 25 June and Monday, 1 July 2024 to every person, body corporate and group listed on the voters roll at the close of rolls on Tuesday, 30 April 2024. Voting is voluntary.

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Prescribed electors under Section 41A(8) of the *Local Government (Elections) Act 1999*, may vote via the telephone assisted voting method by calling the Electoral Commission SA on:

- 1300 655 232 within South Australia only
- (08) 7424 7400 from interstate
- +61 8 7424 7400 from overseas

The Telephone Assisted Voting Centre will operate for the following times and days:

- 9am-5pm, Thursday, 18 July to Friday, 19 July 2024
- 9am-12 noon, Monday, 22 July 2024 (close of voting)

**Vote Counting Location**

The scrutiny and count will take place from 1pm on Tuesday, 23 July 2024 at the following location:

- Electoral Commission SA Central Processing Centre
  - Ground floor, 81-95 Waymouth Street, Adelaide

A provisional declaration will be made at the conclusion of the election count.

Dated: 13 June 2024

MICK SHERRY  
Returning Officer

## NATIONAL PARKS AND WILDLIFE ACT 1972

## NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS) REGULATIONS 2016

*Declaration of Site of Palaeontological Significance*

I, Michael Joseph Williams, declare the area set out in The Schedule and depicted in Map A to be a site of Palaeontological significance pursuant to Regulation 30A(1) of the *National Parks and Wildlife (National Parks) Regulations 2016*. The following conditions apply to the site:

A person must not enter the site for any purpose without the permission of the relevant authority or other lawful authority.

A permission to enter this site must be in writing and may set out terms and conditions of entry.

Contravention of terms and conditions of entry set out under a permission to enter this site will be deemed a breach of the conditions of this notice.

Dated: 13 June 2024

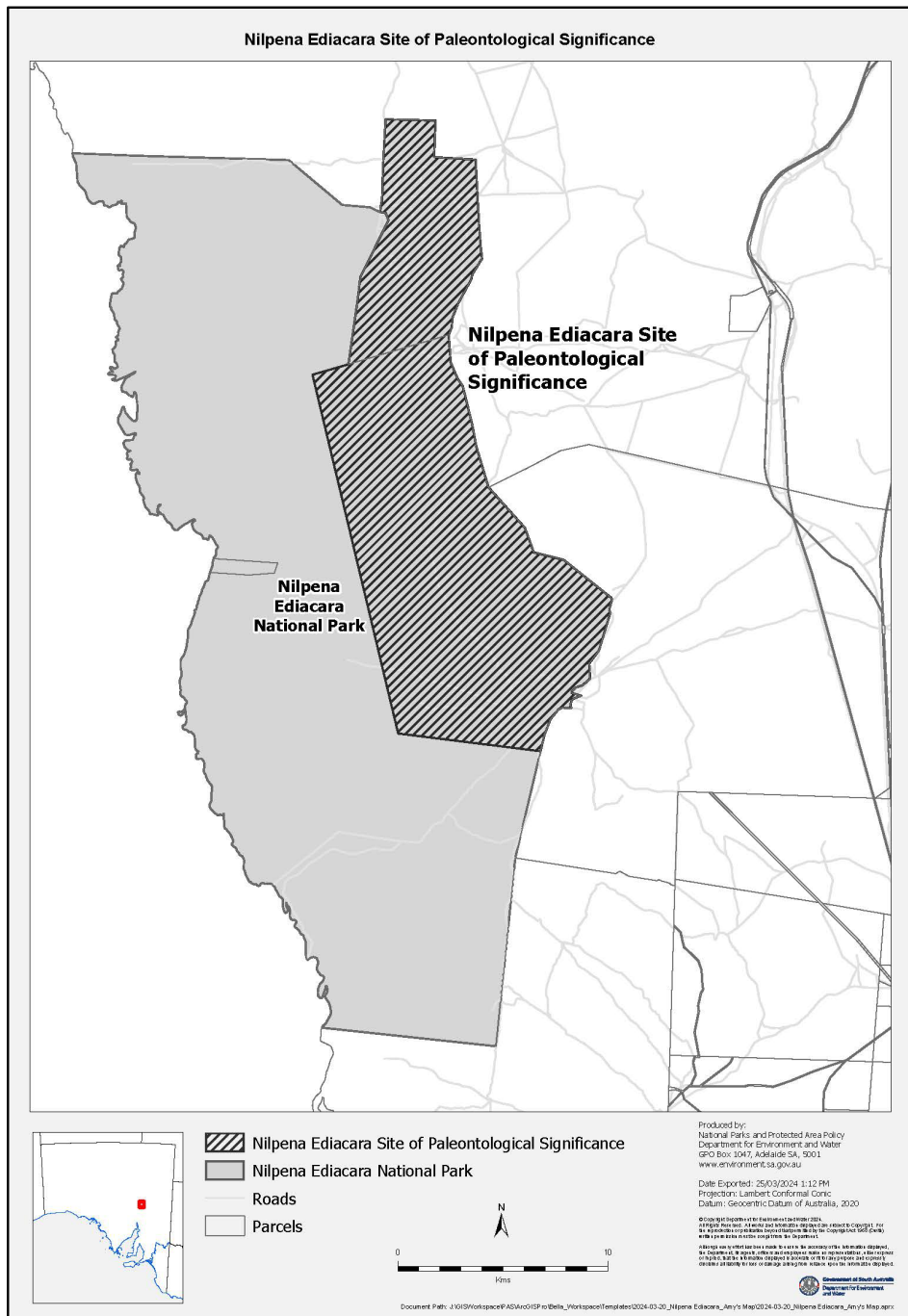
MICHAEL JOSEPH WILLIAMS  
Director of National Parks and Wildlife

## THE SCHEDULE

The site of Palaeontological significance is contained within and bounded by a line commencing at 30°52.574'South, 138°5.561'East (Point 1), then east-northeast to 30°52.279'South, 138°6.626'East (Point 2), then east-northeast to 30°52.183'South, 138°6.966'East (Point 3), then east-northeast to 30°52.132'South, 138°7.151'East (Point 4), then east-northeast to 30°51.624'South, 138°8.955'East (Point 5), then east-northeast to 30°51.443'South, 138°9.601'E (Point 6), then south to 30°52.161'South, 138°9.690'East (Point 7), then south-southeast to 30°52.556'South, 138°9.903'East (Point 8), then south-east to 30°52.762'South, 138°10.069'East (Point 9), then south-southeast to 30°53.753'South, 138°10.388'East (Point 10), then south-southeast to 30°54.309'South, 138°10.528'East (Point 11), then south-southeast to 30°55.351'South, 138°10.927'East (Point 12), then south-east to 30°56.371'South, 138°12.052'East (Point 13), then south-southeast to 30°57.002'South, 138°12.345'East (Point 14), then east-southeast to 30°57.172'South, 138°13.248'East (Point 15), then south-east to 30°58.109'South, 138°14.699'East (Point 16), then south-east to 30°58.145'South, 138°14.731'East (Point 17), then south-southwest to 30°58.429'South, 138°14.649'East (Point 18), then south-east to 30°58.492'South, 138°14.690'East (Point 19), then south-southwest to 30°59.483'South, 138°14.383'East (Point 20), then south-west to 30°59.834'South, 138°14.098'East (Point 21), then south to 31°0.210'South, 138°14.150'East (Point 22), then south-west to 31°0.397'South, 138°13.923'East (Point 23), then west-southwest to 31°0.458'South, 138°13.717'East (Point 24), then south-west to 31°0.562'South, 138°13.600'East (Point 25), then south to 31°0.604'South, 138°13.606'East (Point 26), then east-southeast to 31°0.667'South, 138°13.890'East (Point 27), then west-southwest to 31°0.719'South, 138°13.737'East (Point 28), then west-southwest to 31°0.778'South, 138°13.619'East (Point 29), then south-southwest to 31°0.873'South, 138°13.585'East (Point 30), then south to 31°0.999'South, 138°13.600'East (Point 31), then west to 31°0.989'South, 138°13.342'East (Point 32), then west-southwest to 31°1.041'South, 138°13.219'East (Point 33), then south-west to 31°1.234'South, 138°13.047'East (Point 34), then south-west to 31°1.295'South, 138°12.992'East (Point 35), then south-southwest to 31°1.691'South, 138°12.828'East (Point 36), then south-southwest to 31°2.134'South, 138°12.722'East (Point 37), then west to 31°2.112'South, 138°12.448'East (Point 38), then west to 31°1.784'South, 138°8.436'East (Point 39), then north-northwest to the point of commencement.

The spatial descriptions are based on the Geocentric Datum of Australia (GDA2020).

MAP A



PASTORAL LAND MANAGEMENT AND CONSERVATION ACT 1989  
 PUBLIC ACCESS ROUTE CLOSURE JUNE 2024

*Notice of Intent to Cancel Temporary Closure of Public Access Route Number 13, Named Halligan Point*

Notice is hereby given of the intent to cancel the temporary closure of the Halligan Point Public Access Route from the Oodnadatta Track to Lake Eyre National Park, from 5 June 2024, pursuant to Section 45(7) of the *Pastoral Land Management and Conservation Act 1989*. Notification of the re-opening of the Public Access Route will be provided on the Department for Infrastructure and Transport’s Outback Road Warnings website at [www.dpti.sa.gov.au/OutbackRoads/outback\\_road\\_warnings/special\\_notices](http://www.dpti.sa.gov.au/OutbackRoads/outback_road_warnings/special_notices).

Dated 5 June 2024

SARAVAN PEACOCK  
 Pastoral Board Delegate  
 Manager Pastoral Unit  
 Department for Environment and Water



## PLANT HEALTH ACT 2009

## SECTION 7(2)

*Prohibition on Introducing Pest Affected Plants or Plant Related Products*

Pursuant to Section 7(2) of the *Plant Health Act 2009*, I, Clare Scriven, Minister for Primary Industries and Regional Development, prohibit the importation or introduction of the classes of plant or plant related products listed in Schedule 1 to prevent the introduction into South Australia or the spread of a pest.

This notice revokes all previous notices made pursuant to Section 7 of the *Plant Health Act 2009*.

## DEFINITIONS

In this notice:

“the Act” means the *Plant Health Act 2009*.

“soil” means the upper, outermost layer of soil, usually the top 20 centimetres consisting of rock and mineral particulates that may be mixed with organic matter and in which plants grow or are grown.

“the Standard” means the document prepared and published by the Department of Primary Industries and Regions South Australia entitled the “Plant Quarantine Standard South Australia”.

## SCHEDULE 1

1. A prohibition applies to the importation or introduction into the State of the following:
  - (a) any pest declared under Section 4 of the Act;
  - (b) any fruit, plant or soil affected by such a pest;
  - (c) packaging in which any fruit or plant affected by such a pest has been packed;
  - (d) goods with which any fruit or plant affected by such a pest has come into contact.
2. The items below must not be imported or introduced into the State unless the provisions of the Standard have been complied with:
  - (a) the following host fruits of fruit flies being, in my opinion, fruit of species that are likely to introduce fruit fly into the State:

Common Name	Scientific Name
Abiu	<i>Pouteria caimito</i>
Acerola	<i>Malpighia glabra</i>
Achachairu	<i>Garcinia humilis</i>
Almond	<i>Prunis dulcis</i>
Apple	<i>Malus domestica</i>
Apricot	<i>Prunus armeniaca</i>
Avocado	<i>Persea americana</i>
Babaco	<i>Carica pentagona</i>
Banana	<i>Musa acuminata</i>
Blackberry	<i>Rubus fruticosus</i>
Black Sapote	<i>Diospyros ebenum</i>
Blueberry	<i>Vaccinium corymbosum</i>
Brazil Cherry	<i>Eugenia uniflora</i>
Breadfruit	<i>Artocarpus altilis</i>
Caimito	<i>Chrysophyllum cainito</i>
Cape Gooseberry	<i>Physalis peruviana</i>
Capsicum	<i>Capsicum annuum</i> var. <i>grossum</i>
Carambola	<i>Averrhoa carambola</i>
Cashew Apple	<i>Anacardium occidentale</i>
Casimiroa	<i>Casimiroa edulis</i>
Cherimoya	<i>Annona cherimolia</i>
Cherry	<i>Prunus avium</i>
Chilli	<i>Capsicum annuum</i> var. <i>acuminatum</i>
Citron	<i>Citrus medica</i>
Coffee berry	<i>Coffea</i> species
Custard apple	<i>Annona squamosa</i>
Date	<i>Phoenix dactylifera</i>
Dragon Fruit	<i>Hylocereus undatus</i>
Durian	<i>Durio zibethinus</i>
Eggplant	<i>Solanum melongena</i>
Feijoa	<i>Feijoa sellowiana</i>
Fig	<i>Ficus carica</i>
Gourd, bitter	<i>Momordica charantia</i>
Gourd, bottle	<i>Langenaria siceraria</i>
Granadilla	<i>Passiflora quadrangularis</i>
Grapefruit	<i>Citrus x paradisi</i>
Grapes	<i>Vitis</i> species
Grumichama	<i>Eugenia braziliensis</i>
Guava	<i>Psidium</i> species
Hog Plum	<i>Spondias mombin</i>
Jaboticaba	<i>Myrciaria cauliflora</i>
Jackfruit	<i>Artocarpus heterophyllus</i>
Jambu Jujube	<i>Syzygium cumini</i> <i>Ziziphus</i> spp
Kiwifruit	<i>Actinidia deliciosa</i>
Kumquat	<i>Fortunella japonica</i>
Lemon, including Meyer lemon	<i>Citrus limon</i> or <i>Citrus x meyeri</i> (hybrids)
Lime	<i>Citrus aurantifolia</i> or <i>C. latifolia</i> or <i>C. limettoïdes</i> or <i>C. australasica</i> or <i>C. excelsa</i> or <i>C. medica</i> x <i>C. reticulata</i>
Loganberry	<i>Rubus loganobaccus</i>
Longan	<i>Euphoria longan</i>

Common Name	Scientific Name
Loofa, Smooth	<i>Luffa cylindrica</i>
Loquat	<i>Eriobotrya japonica</i>
Lychee	<i>Litchii chinensis</i>
Mandarin	<i>Citrus reticulata</i>
Mango	<i>Mangifera indica</i>
Medlar	<i>Mespilus germanica</i>
Mangosteen	<i>Garcinia mangostana</i>
Mulberry	<i>Morus nigra</i>
Nashi	<i>Pyrus pyrifolia</i> var. <i>culta</i>
Nectarine	<i>Prunus persicae</i> var. <i>nectarina</i>
Olive	<i>Olea europaea</i>
Orange	<i>Citrus aurantium</i> or <i>Citrus sinensis</i>
Passionfruit	<i>Passiflora</i> spp.
Papaw	<i>Carica papaya</i>
Peach	<i>Prunus persica</i>
Peacharine	<i>Prunus nucipersica</i>
Pear	<i>Pyrus communis</i>
Pepino	<i>Solanum muricatum</i>
Persimmon	<i>Diospyros kaki</i>
Plum (including Davidson and Japanese)	<i>Prunus domestica</i> <i>Prunus salicina</i> <i>Davidsonia</i> spp. <i>Prunus domestica</i> x <i>Prunus armeniaca</i>
Plumcot	<i>Prunus domestica</i> x <i>Prunus armeniaca</i>
Pomegranate	<i>Punica granatum</i>
Prickly Pear	<i>Opuntia stricta</i> or <i>O. ficus indica</i>
Pummelo	<i>Citrus grandis</i>
Quandong	<i>Santalum acuminatum</i>
Quince	<i>Cydonia oblonga</i>
Rambutan	<i>Nephelium lappaceum</i>
Raspberry	<i>Rubus idaeus</i>
Rollinia	<i>Rollinia deliciosa</i>
Rose Apple	<i>Syzygium jambos</i>
Santol	<i>Sandoricum indicum</i>
Sapodilla	<i>Manilkara zapota</i>
Sapote	<i>Sapote</i>
Soursop	<i>Annona muricata</i>
Strawberry	<i>Fragaria ananassa</i>
Sweetsop	<i>Annona squamosa</i>
Tamarillo	<i>Cyphomandra betacea</i>
Tangelo	<i>Citrus reticulata</i> x <i>C. paradise</i>
Tangor	<i>Citrus reticulata</i> x <i>C. sinensis</i>
Tomato	<i>Lycopersicon esculentum</i>
Water Apple	<i>Syzygium samarangense</i>
Wax Jambu	<i>Eugenia jambos</i>

- (b) the following other fruit, vegetables, plants and plant products being, in my opinion, fruit, vegetables, plants and plant products of species that are likely to introduce a pest into the State:

*Allium* spp (onion, spring onion, garlic, chives, leek, shallots, etc)  
 Apple (fruit and plants)  
 Avocado (fruit and plants)  
 Babaco  
 Banana  
 Beans  
 Capsicum  
 Chilli  
 Carambola  
 Casimiroa (white sapote)  
 Citrus (fruit and plants)  
 Cucumbers  
 Cucurbits  
 Custard apple  
 Cut Flowers  
 Date Palm (fruit and plants)  
 Dragon fruit  
 Durian  
 Eggplant  
 Feijoa  
 Fig  
 Fire Blight hosts  
 Fodder/Hay  
 Gourd, bitter  
 Grapes and grape products (marc, must and juice)  
 Grapevines (cuttings, rootlings, plants/plant parts and tissue cultures)  
 Guava  
 Jackfruit  
 Kiwi fruit (Chinese gooseberry)  
 Leaf vegetables  
 Lettuce  
 Loofa (smooth)

Longan  
 Loquat  
 Lychee (or Litchi or Lichi)  
 Maize seed  
 Mango  
 Mangosteen  
 Medlar  
 Melons (watermelon, rockmelon, honeydew, etc)  
 Miscellaneous host fruits of fruit flies (Tephritidae family)  
 Myrtaceae Family (Eucalypts, guava etc)  
 Okra  
 Olive  
 Passionfruit  
 Papaw (or pawpaw or papaya)  
 Peas  
 Persimmon  
 Pinus plants  
 Plant nursery stock  
 Pome fruit (apple, pear, loquat, medlar, quinces, nashi pear)  
 Pomegranate  
 Potatoes (tubers and plants)  
 Prickly pear  
 Pumpkin  
 Quince  
 Rambutan  
 Raspberry  
 Rooted plants and cuttings  
 Root vegetables  
 Sapodilla  
 Sapote, black  
 Silverbeet  
 Soursop  
 Spinach  
 Squash  
 Star apple  
 Stone fruit (peach, nectarine, plum, apricot, cherry, peacharine, plumcot)  
 Strawberry  
 Tamarillo  
 Timber  
 Tobacco  
 Tomato  
 Turf

- (c) soil;
- (d) any plant growing in soil or to which soil is adhering;
- (e) any equipment (including, but not restricted to) any harvester, machinery, tools, bulk bins, containers or posts that has been used in the production or manipulation of grapes or grapevines in the States of New South Wales, Queensland or Victoria;
- (f) any used agricultural machinery;
- (g) plant diagnostic samples.

(i) Sub-paragraph (2) does not apply in relation to any item for which importation or introduction is prohibited under sub-paragraph (1).

Dated: 30 May 2024

HON CLARE SCRIVEN MLC  
 Minister for Primary Industries and Regional Development

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

**NOTICE OF CONFIRMATION OF  
 ROAD PROCESS ORDER**

*Road Closure—Old Coach Road, Gulnare*

By Road Process Order made on 21 November 2023, the Northern Areas Council ordered that:

1. Portion of Old Coach Road, Gulnare, situated adjoining Sections 204E, 203 and Allotment 775 in Filed Plan 188097, Hundred of Yackamoorundie, more particularly delineated and lettered 'A', 'B' and 'C' in Preliminary Plan 22/0045 be closed.
2. Transfer the whole of the land subject to closure lettered 'A' to Neil Andrew Ferme in accordance with the Agreement for Transfer dated 13 September 2023 entered into between the Northern Areas Council and Neil Andrew Ferme.
3. Transfer the whole of the land subject to closure lettered 'B' and 'C' to Trevor Rodney Keech in accordance with the Agreement for Transfer dated 7 September 2023 entered into between the Northern Areas Council and Trevor Rodney Keech.

On 12 June 2024 that order was confirmed by the Minister for Planning conditionally upon the deposit by the Registrar-General of Deposited Plan 132565 being the authority for the new boundaries.

Pursuant to Section 24(5) of *the Roads (Opening and Closing) Act 1991*, notice of the Order referred to above and its confirmation is hereby given.

Dated: 13 June 2024

B. J. SLAPE  
 Surveyor-General

## UNREGULATED FEES AND CHARGES

NOTICE BY THE MINISTER FOR INDUSTRY, INNOVATION AND SCIENCE

*South Australian Migration Fees 2024**Fees Payable for Services Provided by the Department for Industry, Innovation and Science*

THE fees set out in the table below are payable for the assessment by the Department for Industry, Innovation and Science of an application made by a prospective migrant to the State seeking nomination or sponsorship relating to the making of an application for the appropriate visa for the purposes of the *Migration Act 1957* (Cth).

<b>Class of Migrant</b>	<b>Application to be Assessed</b>	<b>Fee</b>	<b>GST Status</b>
Skilled Migrant	Assessment of an application by a skilled migrant to be nominated for a general skilled work visa, skilled nomination visa or any individual skilled visa stream that supersedes the aforementioned streams.	\$370	Applicable to onshore applicants
Business Migrant (excluding 188 Entrepreneur stream where supported by a designated service provider)	Assessment of an application by a business migrant to be nominated for a business innovation and investment visa, business talent visa or any business visa stream that supersedes the aforementioned streams.	\$1,043	Applicable to onshore applicants
Investor Retirement Renewal	Assessment of an application by an applicant to be nominated or sponsored for an Investor Retirement Renewal visa (Subclass 405).	\$616	Applicable to onshore applicants
Business Migrant 188 Entrepreneur stream (where supported by a designated service provider)	Assessment of an application by a business migrant to be nominated for a 188 Entrepreneur stream visa where supported by designated service provider.	\$370	Applicable to onshore applicants
408 Temporary Activity Visa for a Government endorsed event	Assessment of an application by an applicant for a 408 Temporary Activity Visa for a Government endorsed event.	\$370	Applicable to onshore applicants

This notice will come into operation on the date of Gazettal.

Dated: 16 April 2024

HON DR SUSAN CLOSE MP  
Minister for Industry, Innovation and Science

## LOCAL GOVERNMENT INSTRUMENTS

CITY OF ADELAIDE

PUBLIC CONSULTATION

*Adult Entertainment Premises Code Amendment*

The City of Adelaide is proposing changes to the way the use and/or development of land for the purposes of adult entertainment premises or adult products and services premises are controlled through the planning system.

It is proposed that adult entertainment premises will be assessed in the Hindley Street Subzone and the Capital City Zone. They will not be a supported land use in all other Zones and Subzones.

It is proposed that an Adult Products and Services Premises will not be a supported land use within the City Living Zone but will potentially be supported for all other Zones and Subzones.

These proposed changes will not impact existing premises.

Visit [cityofadelaide.com.au/engagement](http://cityofadelaide.com.au/engagement) for more information and to provide feedback by Tuesday, 23 July

Contact us for more information: 25 Pirie Street, Adelaide, Phone (08) 8203 7203 [cityofadelaide.com.au](http://cityofadelaide.com.au).

Dated: 13 June 2024

MICHAEL SEDGMAN  
Chief Executive Officer

CITY OF MARION

*Assignment of a Name for a Public Place*

Notice is hereby given pursuant to Section 219 (1) of the *Local Government Act 1999*, to assign the following public place to the parcels of land in Deposited Plan 123990 (Lots 42 and 43), Filed Plan 997 (Lots 1 and 2), and Filed Plan 148848 (Lot 10).

The public place name is now Seacliff Golf Course.

Dated: 5 June 2024

T. HARRISON  
Chief Executive Officer

ALEXANDRINA COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

*Road Closing—Beach Road, Goolwa South*

Notice is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991* that the Alexandrina Council proposes to make a Road Process Order to close and merge with Allotment 1 in Deposited Plan 121453 in the Hundred of Goolwa portion of Beach Road adjoining Allotment 1 in Deposited Plan 121453 in the Hundred of Goolwa, more particularly delineated and lettered "B" on preliminary plan PP 24/0018.

The preliminary plan and statement of persons affected is available for public inspection at the offices of the Alexandrina Council, 11 Cadell Street, Goolwa SA 5214 and the Adelaide Office of the Surveyor-General during normal office hours. The preliminary plan can also be viewed at [www.sa.gov.au/roadsactproposals](http://www.sa.gov.au/roadsactproposals).

Any application for easement or objection must set out the full name, address and details of the submission must be fully supported by reasons. The application for easement or objection must be made in writing to the Alexandrina Council, PO Box 21, Goolwa SA 5214 within 28 days of this notice and a copy must be forwarded to the Surveyor-General at GPO Box 1815, Adelaide SA 5001. Where a submission is made, the applicant must be prepared to support their submission in person upon Council giving notification of a meeting at which the matter will be considered.

Dated: 13 June 2024

NIGEL MORRIS  
Chief Executive Officer

## PUBLIC NOTICES

TRUSTEE ACT 1936

PUBLIC TRUSTEE

*Estates of Deceased Persons*

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

BALDI Lynette late of 12 Langsford Street Port Augusta Retired Manager who died 27 April 2023  
BRADSHAW Gordon William late of 36 Desmond Road Hackham of no occupation who died 3 February 2024  
CRAIG Mara Lynne Dianne otherwise Mara Lynne Craig otherwise Lynne Dianne Craig late of 12 Broadbeach Drive Maslin Beach Retired Naturopath/Counsellor who died 4 June 2023  
DOST Joan Barbara late of 15 Barker Street Willaston Retired Secretary who died 3 March 2020  
JONES Audrey May late of 7-31 Shackleton Avenue Ingle Farm Retired Tailorist who died 18 March 2024  
MULDOON Violet late of 15 Halliday Street Risdon Park Registered Nurse who died 29 March 2024  
SPARROW Anne Felicity late of 14 Regent Street Glenelg North Retired Clerk who died 2 February 2024  
WALKER Geoffrey Allan late of 127-129 Anzac Highway Kurralta Park Retired Railway Worker who died 2 November 2023  
WINTER Nellie late of 14A Chester Street Lockleys Customer Service who died 23 August 2023

Notice is hereby given pursuant to the *Trustee Act 1936*, the *Inheritance (Family Provision) Act 1972* and the *Family Relationships Act 1975* that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the office of Public Trustee at GPO Box 1338, Adelaide SA 5001, full particulars and proof of such claims, on or before the 12 July 2024 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: 13 June 2024

N. S. RANTANEN  
Public Trustee

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