



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 4 NOVEMBER 2010

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## GOVERNMENT GAZETTE NOTICES

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

Department of the Premier and Cabinet  
Adelaide, 4 November 2010

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Peter Stanley Koukourou as a part-time 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 Natural Resources Management Act 2004 for a term of three years commencing on 4 November 2010 and expiring on 3 November 2013, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,  
TOM KOUTSANTONIS, for Premier

AGO0211/10CS

DEVELOPMENT ACT 1993, SECTION 25 (17): KINGSTON DISTRICT COUNCIL—HERITAGE DEVELOPMENT PLAN AMENDMENT

*Preamble*

1. The Development Plan Amendment entitled Kingston District Council—Heritage Development Plan Amendment has been finalised in accordance with the provisions of the Development Act 1993.

2. The Minister for Urban Development and Planning has decided to approve the Amendment.

NOTICE

PURSUANT to section 25 of the Development Act 1993, I—

- (a) approve the Amendment; and
- (b) fix the day on which this notice is published in the *Gazette* as the day on which the Amendment will come into operation.

Dated 21 October 2010.

PAUL HOLLOWAY, Minister for Urban  
Development and Planning

DEVELOPMENT ACT 1993, SECTION 25 (17): ONKAPARINGA RESIDENTIAL INFILL AND DESIRED CHARACTER DEVELOPMENT PLAN AMENDMENT

*Preamble*

1. The Development Plan Amendment entitled Onkaparinga Residential Infill and Desired Character has been finalised in accordance with the provisions of the Development Act 1993.

2. The Minister for Urban Development and Planning has decided to approve the Amendment.

NOTICE

PURSUANT to section 25 of the Development Act 1993, I—

- (a) approve the Amendment; and
- (b) fix the day on which this notice is published in the *Gazette* as the day on which the Amendment will come into operation.

Dated 26 October 2010.

PAUL HOLLOWAY, Minister for Urban  
Development and Planning

DEVELOPMENT ACT 1993: SECTION 46 (1)

*Preamble*

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

NOTICE

PURSUANT to section 46 (1) of the Development Act 1993, being of the opinion that a declaration under section 46 of the Act is appropriate for the proper assessment of development of major environmental, social or economic importance, I declare that section 46 of the Act applies to any development of a kind specified in Schedule 1, in that part of the State specified in Schedule 2 at a site on the corner of Dequetteville Terrace and Rundle Street at Kent Town.

SCHEDULE 1

Development directly associated with the establishment and operation of a mixed use development, including any or all of the following elements:

- (a) the construction of building for, or associated with a hotel and associated uses;
- (b) any change in the use of land associated with any development within the ambit of paragraph (a);
- (c) the division of land associated with the development;
- (d) any additions, alterations or demolitions of a State Heritage Listed building;
- (e) any related or ancillary development associated with development within the ambit of preceding paragraphs.

SCHEDULE 2

*Specified Part of the State*

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

Certificate of Title Volume 5405, Folio 419; and  
Certificate of Title Volume 5429, Folio 306.

Dated 28 October 2010.

PAUL HOLLOWAY, Minister for Urban  
Development and Planning

DEVELOPMENT ACT 1993, NOTICE UNDER SECTION 25 (17): CORPORATION OF THE TOWN OF WALKERVILLE—BETTER DEVELOPMENT PLAN GENERAL AND RESIDENTIAL ZONES DEVELOPMENT PLAN AMENDMENT

*Preamble*

1. The Development Plan Amendment entitled Corporation of the Town of Walkerville—Better Development Plan General and Residential Zones Development Plan Amendment has been finalised in accordance with the provisions of the Development Act 1993.

2. The Hon. Paul Holloway has decided to approve the Amendment.

NOTICE

PURSUANT to section 25 of the Development Act 1993, I—

- (a) approve the Amendment; and
- (b) fix the day on which this notice is published in the *Gazette* as the day on which the Amendment will come into operation.

Dated 2 November 2010.

PAUL HOLLOWAY, Minister for Urban  
Development and Planning

DEVELOPMENT ACT 1993, SECTION 25 (17): CORPORATION OF THE TOWN OF WALKERVILLE—BETTER DEVELOPMENT PLAN GENERAL AND RESIDENTIAL ZONES DEVELOPMENT PLAN AMENDMENT

*Preamble*

1. The Development Plan Amendment entitled Corporation of the Town of Walkerville—Better Development Plan General and Residential Zones Development Plan Amendment has been finalised in accordance with the provisions of the Development Act 1993.

2. The Hon Paul Holloway has decided to approve the Amendment.

NOTICE

PURSUANT to section 25 of the Development Act 1993, I—

- (a) approve the Amendment; and
- (b) fix the day on which this notice is published in the *Gazette* as the day on which the Amendment will come into operation.

Dated 2 November 2010.

PAUL HOLLOWAY, Minister for Urban  
Development and Planning

ESSENTIAL SERVICES COMMISSION ACT 2002

*Electricity Distribution Code and Energy Retail Code*

NOTICE is hereby given that:

1. Pursuant to section 28 (2) of the Essential Services Commission Act 2002, the Essential Services Commission has varied the Electricity Distribution Code and Energy Retail Code.

2. The variations to the Electricity Distribution Code and Energy Retail Code will have effect on and from 8 November 2010.

3. Copies of the Electricity Distribution Code (reference: Issue No. EDC/09) and the Energy Retail Code (reference: Issue No. ERC/03) as varied may be inspected or obtained from the Essential Services Commission, 8th Floor, 50 Pirie Street, Adelaide and are also available at <http://www.escosa.sa.gov.au/>.

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

*Execution*

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

Dated 2 November 2010.

J. HILL, Acting Chairperson, Essential  
Services Commission

FISHERIES MANAGEMENT ACT 2007

*Permit to Possess and/or Control a Noxious Species—  
Issued under the Authority of the Minister for Agriculture,  
Food and Fisheries*

PURSUANT to subsection 78 (1) of the Fisheries Management Act 2007, this permit is issued to allow the holder of the permit to bring, or cause to be brought, into the State, sell, purchase, deliver, be in possession and/or control of noxious species specified below, subject to the conditions of this permit:

Permit holder: Raymond Hirst,  
P.O. Box 225,  
Clarendon, S.A. 5157

Specified species: European Carp (*Cyprinus carpio*)  
*Conditions*

1. The permit is valid until 30 November 2011, unless varied or revoked earlier.

2. The permit holder must not sell European carp (*Cyprinus carpio*), meaning sell or give in exchange to any person, company or agent in South Australia.

3. For the purpose of this permit all permitted activities and conditions are pursuant to the land-based aquaculture site AQ00136 licensed under the Aquaculture Act 2001 located in ponds, dams and tanks located at Section 399 in the Hundred of Kuitpo (Saddlebags Road, Kangarilla, S.A. 5257).

4. The permit holder must keep records of the source of the fish, number of fish, dates held and date, quantity and destination of the fish sold.

5. The exemption holder must submit regular reports to Director of Fisheries (G.P.O. Box 1625, Adelaide, S.A. 5001) on a quarterly basis, beginning 1 December 2010, with these details required in Condition 4 above, as well as results of disease testing.

6. The permit holder must not import any live fish (ova, fry, adult) into South Australia unless the shipment has certification from an appropriate authority in the State from which they are obtained that they are free from all relevant notifiable diseases listed pursuant to section 4 of Livestock Act 1997.

7. The permit holder must prior report to PIRSA Fishwatch on 1800 065 522 at least two hours before transferring fish to and from the site.

8. The permit holder must report suspicion or occurrence of notifiable diseases to the Director of Fisheries as per the Aquaculture Regulations 2005.

9. The permit holder must notify the Director of Fisheries if an unusually high number of aquatic organisms held on site (AQ00136) die within a period of 24 hours and the cause is not immediately apparent as per the Aquaculture Regulations 2008.

10. While engaged in the permitted activity, the permit holder must be in possession of a copy of this notice. Such notice must be produced to a PIRSA Fisheries Compliance Officer if requested.

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

Dated 28 October 2010.

M. SMALLRIDGE, Director of Fisheries

FISHERIES MANAGEMENT ACT 2007: SECTION 79

TAKE notice that pursuant to section 79 of the Fisheries Management Act 2007, it is hereby declared that it shall be unlawful for any licensed person to engage in the class of fishing activity specified in Schedule 1, during the period specified in Schedule 2.

SCHEDULE 1

The act of taking or an act preparatory to the taking of pipi (*Donax deltoides*) for the purpose of trade or business.

SCHEDULE 2

From midnight on 3 November 2010 until midnight on 30 November 2010.

Dated 3 November 2010.

M. SMALLRIDGE, Director of Fisheries

FISHERIES MANAGEMENT ACT 2007: SECTION 79

TAKE notice that pursuant to section 79 of the Fisheries Management Act 2007, it is hereby declared that it shall be unlawful for any licensed person to engage in the class of fishing activity specified in Schedule 1, in the area specified in Schedule 2, during the period specified in Schedule 3.

SCHEDULE 1

The act of taking or an act preparatory to the taking of pipi (*Donax deltoides*) for the purpose of trade or business.

SCHEDULE 2

The Sir Richard Peninsula between the Murray Mouth and Port Elliot.

SCHEDULE 3

From midnight on 1 December 2010 until midnight on 31 May 2011.

Dated 3 November 2010.

M. SMALLRIDGE, Director of Fisheries



## SCHEDULE 3

Table 1 (B): Survey Exemption Report for the Spencer Gulf Prawn Fishery

Required fields	Vessel 10	Vessel 11	Vessel 12	Vessel 13	Vessel 14	Vessel 15	Vessel 16	Vessel 17	Vessel 18
1. Licence Prefix									
2. Licence No.									
3. Port commencing from									
4. Earliest date leaving port									
5. Earliest time leaving port									
6. Port of return									
7. Activity undertaken									
8. Name of person conducting activity									
9. Dates of trawling commencement									
10. Times of trawling									
11. Where will activity take place?									

Dated 29 October 2010.

M. SMALLRIDGE, Director of Fisheries

## FISHERIES MANAGEMENT ACT 2007: SECTION 115

TAKE notice that pursuant to section 115 of the Fisheries Management Act 2007, Todreel Pty Ltd, holder of Gulf St Vincent Prawn Fishery Licence No. V06 issued pursuant to the Fisheries Management (Prawn Fisheries) Regulations 2006, (the 'exemption holder') or a master registered on the licence, are exempt from the notices made under section 79 of the Fisheries Management Act 2007, prohibiting the taking of King Prawn (*Melicertus latisulcatus*) and section 52 of the Fisheries Management Act 2007, but only insofar as the exemption holder shall not be guilty of an offence when using prawn trawl nets in accordance with the conditions of their fishery licence for the purpose of research activities, as directed by SARDI Aquatic Sciences (the 'exempted activity'), subject to the conditions contained in Schedule 1, from 1200 hours on 1 November 2010 until 1200 hours on 4 November 2010.

## SCHEDULE 1

1. The exempted activity may only be conducted while using the boat, *Anna Pearl*, that is registered on Gulf St Vincent Prawn Fishery Licence No. V06

2. The exemption holder must comply with instructions from the SARDI Scientist and work within the allotted research area determined by SARDI.

3. All fish, other than King Prawns, Southern Calamari (*Septoteuthis australis*) and Bug (*Ibacus* spp), taken pursuant to the exempted activity must not be retained by the exemption holder, his agent or crew and must be provided to SARDI Aquatic Sciences.

4. King Prawns, Southern Calamari (*Septoteuthis australis*) and Bug (*Ibacus* spp), taken pursuant to this notice may be retained by the exemption holder and may be sold.

5. While engaged in the exempted activity, the exemption holder must have on board his boat or near his person a copy of this notice. Such notice must be produced to a PIRSA Fisheries Compliance Officer if requested.

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

Dated 29 October 2010.

M. SMALLRIDGE, Director of Fisheries

## FISHERIES MANAGEMENT (ROCK LOBSTER FISHERIES) REGULATIONS 2006

TAKE notice that, in relation to the nominated certification stations listed in Column 1 below, the corresponding times specified in Columns 2 and 3 are, for the purposes of sub-regulations 22 (2) and 23 (2) of the Fisheries Management (Rock Lobster Fisheries) Regulations 2006 under the Fisheries Management Act 2007, the times during which the requirements in 22 (1) and 23 (1) do not apply.

This notice applies from 1 October 2010 until 31 May 2011, unless varied or revoked earlier.

Column 1 Certification Station	Column 2 Start Time	Column 3 Finish Time
Beachport	8.30 a.m.	5 p.m.
Blackfellows Caves	8.30 a.m.	5 p.m.
Cape Jaffa	8.30 a.m.	5 p.m.
Carpenter Rocks	8.30 a.m.	5 p.m.
Port MacDonnell	8.30 a.m.	5 p.m.
Robe	8.30 a.m.	5 p.m.
Southend	8.30 a.m.	5 p.m.

Dated 29 October 2010.

M. SMALLRIDGE, Director of Fisheries

## ELECTRICITY ACT 1996

### TRUenergy PTY LTD (ABN 99 086 014 968)

*Default Contract Terms and Conditions Applicable from 4 November 2010.*

#### **Preamble**

Please note: This contract is about the sale of electricity to you as a customer at your current supply address (but only if this contract is expressed to apply to you in relation to that supply address). It does not deal with how that electricity is supplied to your supply address. You have a separate contract with your distributor dealing with the connection of your supply address to the distribution network and the supply of electricity to your supply address.

These standard terms and conditions are published in accordance with section 36 of the South Australian *Electricity Act 1996* and will come into force on 4 November 2010. When in force these standard terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

#### **1. THE PARTIES**

This contract is between:

TRUenergy Pty Ltd (ABN 99 086 014 968) of Level 33, 385 Bourke Street, Melbourne, Victoria 3000 (in this **customer sale contract** referred to as 'we', 'our' or 'us'); and

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

#### **2. DEFINITIONS**

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

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

3.1 These are our terms and conditions

This document sets out our current **default contract** terms and conditions for the purposes of the **Electricity Act**.

##### **3.2 Default contracts**

These terms and conditions apply to you (and as a consequence you will be deemed by section 36 of the **Electricity Act** to have a **default contract** with us) if:

- (a) you are a **small customer** in relation to your **supply address**;
- (b) you commence taking a **supply** of electricity at that **supply address** after 1 January 2003 without first entering into a **standing contract** or a **market contract** for that **supply address** with us or another **retailer**; and
- (c) we were the last **retailer** to have a contract with a **customer** for the sale of electricity for that **supply address**.

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

##### **4.1 When does this contract start?**

Your contract with us for your **supply address** will start when you first start using electricity at that **supply address**.

#### 4.2 When does this contract end?

Subject to clause 4.3, your contract will end:

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

#### 4.3 Rights on the contract ending

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

#### 4.4 Termination

Subject to clause 16, you may end this contract without providing us with any prior notice.

### 5. SCOPE OF THIS CONTRACT

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

This contract applies only to the sale of electricity to you at your **supply address**. We agree to sell to you electricity supplied to your **supply address** (by your **distributor**) and perform the other obligations set out in this contract.

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

#### 5.2 What is not covered by this contract

We do not operate the electricity network to which your **supply address** is connected. This is the role of your **distributor**.

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

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

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

#### 5.3 Quality of electricity supplied to your supply address

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

- (a) the location of the **supply address**;
- (b) whether your **supply address** is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;

- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network; and
- (h) the demand for electricity at any point in time.

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

## 6. OUR LIABILITY

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

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

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

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

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

### 6.2 Not liable

So far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the electricity we sell to you under this contract.

In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of electricity **supply**, or there is a defect in the electricity supplied (however caused); or
- (b) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

### 6.3 National Electricity Law

This clause 6 applies in addition to, and does not vary or exclude, the operation of section 78 of the National Electricity Law.

### 6.4 Survival of this clause

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

## 7. APPOINTMENTS

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

## 8. PRICE FOR ELECTRICITY AND OTHER SERVICES

### 8.1 What are our tariffs and charges?

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

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

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

## 8.2 Which tariff applies to you?

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

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

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

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

## 8.4 Switching tariffs

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

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

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

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

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

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

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

## 8.7 Pass through of taxes and other charges

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

## 8.8 GST

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

- (a) the amounts specified in our **price list** from time to time; and
- (b) the amount specified in clause 8.

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

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

## 9. BILLING

### 9.1 When bills are sent

We will send a bill to you as soon as possible after the end of each **billing cycle**.

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

### 9.2 Payments to the distributor

We will arrange for one bill to be sent to you for each **billing cycle** covering tariffs and charges due to us and those tariffs and charges due to your **distributor** under your **connection and supply contract**.

We will arrange for payment to the **distributor**.

### 9.3 Calculating the bill

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

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

The bill will also include amounts due to the **distributor** under your **connection and supply contract**.

### 9.4 Estimating the electricity usage

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

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

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

### 9.5 How bills are issued

We must send a bill:

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

### 9.6 Contents of a bill

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

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

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

### 10.2 How the bill is paid

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

### 10.3 Late payments

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

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

### 10.4 Difficulties in paying

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

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

## 11. METERS

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

## 12. OVERCHARGING AND UNDERCHARGING

### 12.1 Undercharging

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

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

### 12.2 Overcharging

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

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

### 12.3 Reviewing your bill

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

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

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

You must also pay any future bills.

### 13. SECURITY DEPOSITS

#### 13.1 Interest on security deposits

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

#### 13.2 Use of a security deposit

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

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

#### 13.3 Business customers

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

### 14. DISCONNECTION OF SUPPLY

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

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

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

You should be aware that there are other circumstances in which your **distributor** can arrange for disconnection under your **connection and supply contract**, such as in cases of emergency or for safety reasons. These are detailed in your **connection and supply contract**.

#### 14.2 Comply with the Energy Retail Code

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

### 15. RECONNECTION AFTER DISCONNECTION

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

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

## 16. VACATING A SUPPLY ADDRESS

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

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

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

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

## 17. USE OF ELECTRICITY AND ILLEGAL USE

### 17.1 Use of electricity

You must not:

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

### 17.2 Illegal use

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

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

## 18. INFORMATION WE NEED

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

## 19. WE CAN AMEND THIS CONTRACT

We can only amend our contract with you in accordance with the **Electricity Act** and the requirements of the *Energy Retail Code*. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

## 20. NOTICES

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

## 21. PRIVACY AND CONFIDENTIALITY

### 21.1 Privacy of information

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

### 21.2 Disclosure

We may, however, disclose information about you:

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

## 22. QUERIES AND COMPLAINTS

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

<b>TRUenergy Retail Telephone</b>	Customer service and account enquiries 133 466
Supply and maintenance (24 hours) 131 366	Telephone interpreter service 131 450
TTY (for hearing impaired customers) 1300 368 536	
<b>TRUenergy Retail Telephone</b>	Customer service and account enquiries 133 466
Supply and maintenance (24 hours) 131 366	Telephone interpreter service 131 450

## FORCE MAJEURE

### 23.1 Effect of force majeure event

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

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

### 23.2 Deemed prompt notice

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

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

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

### 23.4 **Settlement of industrial disputes**

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

#### **TRUenergy Retail Telephone**

Customer service and account enquiries 133 466

Supply and maintenance (24 hours) 131 366

Telephone interpreter service 131 450

TTY (for hearing impaired customers) 1300 368 536

### 23.5 **Non-exclusion of National Electricity Law**

Nothing in this clause 23 varies or excludes the operation of section 78 of the National Electricity Law.

## 24. **APPLICABLE LAW**

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

The laws of South Australia govern this contract.

## 25. **LAST RESORT EVENT**

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

**SCHEDULE 1: DEFINITIONS**

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

'**billing cycle**' means the regular recurrent period for which you receive a bill from us;

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

'**business customer**' means a **small customer** who is not a **residential customer**;

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

'**Commission**' means the Essential Services Commission established under the *Essential Services Commission Act 2002*;

'**connection and supply contract**' means the contract you have with your **distributor** to connect and **supply** electricity to your **supply address**;

'**connection point**' means the agreed point of **supply** between your electrical installation and the distribution network;

'**customer**' means a **customer** as defined in the *Electricity Act* who buys or proposes to buy electricity from a **retailer**;

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

'**default contract**' means the **customer sale contract** between a **retailer** and a **default customer** arising in accordance with the regulations under the *Electricity Act*;

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

'**disconnection warning**' means a notice in writing issued in accordance with clause 14;

'**distributor**' means a holder of a licence to operate a distribution network under Part 3 of the *Act*;

'**Electricity Act**' means the *Electricity Act 1996*;

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

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

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

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

'**metering data**' has the meaning given that term in the *National Electricity Code*;

'**NMI**' means a National Metering Identifier assigned to a metering installation at an electricity **customer's supply address**;

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

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

'**residential customer**' means a **small customer** who acquires electricity for domestic use;

'**retailer**' means a person licensed under the *Electricity Act* to retail electricity;

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

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

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

'**standing offer**' means the offer to sell electricity made in accordance with our **standing offer obligation**;

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

'**supply**' means the delivery of electricity;

'**supply address**' means:

(a) the address for which you purchase electricity from us where there is only one **connection point** at that address; or

(b) where there is more than one **connection point** at that address, each **connection point** through which you purchase electricity from us.

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## GAS ACT 1997

### TRUenergy PTY LTD (ABN 99 086 014 968)

*Default Contract Terms and Conditions Applicable from 4 November 2010*

#### **Preamble**

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

These standard terms and conditions are published in accordance with section 34 of the South Australian *Gas Act 1997* and will come into force on 4 November 2010. When in force these standard terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

#### **1. THE PARTIES**

This contract is between:

TRUenergy Pty Ltd (ABN 99 086 014 968) of Level 33, 385 Bourke St, Melbourne, Victoria 3000 (in this **customer sale contract** referred to as 'we', 'our' or 'us'); and

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

#### **2. DEFINITIONS**

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

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

##### **3.1. These are our terms and conditions**

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

##### **3.2. Default contracts**

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

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

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

##### **4.1 When does this contract end?**

Subject to clause 4.1, your contract will end:

- (a) when you enter into a different **customer sale contract** with us or another **retailer** for your **supply address**;
- (b) when another **customer** enters into a **customer sale contract** with us or another **retailer** for that **supply address**;

- (c) if you have vacated or intend to vacate your **supply address**, on the day you cease to be responsible to pay for gas supplied to that **supply address** under clause 16; or
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your **supply address** reconnected following disconnection in accordance with clause 15.

#### 4.2 Rights on the contract ending

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

#### 4.3 Termination

Subject to clause 16, you may end this contract without providing us with any prior notice.

### 5. SCOPE OF THIS CONTRACT

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

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

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

#### 5.2 Quality of Supply

##### 5.2.1 Our obligations

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

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

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

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

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

- (a) the distribution system; or
- (b) the quality of gas supply to other customers,

is adversely affected by your action or equipment.

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

#### 5.3 Safety of supply

##### 5.3.1 Our obligations

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

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

At your request we will provide advice on:

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

## 5.4 Reliability of Supply

### 5.4.1 Our obligations

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

### 5.4.2 Interruption of supply

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

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

### 5.4.3 Unplanned interruption

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

### 5.4.4 Information on interruptions

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

## 6. OUR LIABILITY

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

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

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

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

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

### 6.2 Survival of this clause

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

## 7. APPOINTMENTS

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

## 8. PRICE FOR GAS AND OTHER SERVICES

### 8.1 What are our tariffs and charges?

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

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

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

## 8.2. Which tariff applies to you?

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

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

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

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

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

## 8.4 Switching tariffs

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

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

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

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

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

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

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

## 8.7 Pass through of taxes and other charges

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

## 8.8 GST

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

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

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

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

## 9. BILLING

### 9.1 When bills are sent

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

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

### 9.2 Calculating the bill

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

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

### 9.3 Estimating the gas usage

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

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

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

### 9.4 How bills are issued

We must send a bill:

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

### 9.5 Contents of a bill

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

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

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

### 10.2 How the bill is paid

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

### 10.3 Late payments

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

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

#### 10.4 Difficulties in paying

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

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

### 11. ACCESS TO YOUR SUPPLY ADDRESS

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

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

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

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

### 12. OVERCHARGING AND UNDERCHARGING

#### 12.1 Undercharging

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

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

#### 12.2 Overcharging

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

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

#### 12.3 Reviewing your bill

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

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

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

You must also pay any future bills.

### 13. SECURITY DEPOSITS

#### 13.1 Interest on security deposits

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

#### 13.2 Use of a security deposit

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

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

#### 13.3 Business customers

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

### 14. DISCONNECTION OF SUPPLY

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

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

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

#### 14.2 Comply with the Energy Retail Code

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

#### 14.3 Disconnection for emergencies

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

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

#### 14.4 Disconnection for maintenance

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

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

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

## 15. RECONNECTION AFTER DISCONNECTION

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

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

## 16. VACATING A SUPPLY ADDRESS

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

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

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

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

## 17. USE OF GAS AND ILLEGAL USE

### 17.1 Use of gas

You must not:

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

### 17.2 Illegal use

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

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

## 18. INFORMATION WE NEED

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

## 19. WE CAN AMEND THIS CONTRACT

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

## 20. NOTICES

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

## 21. PRIVACY AND CONFIDENTIALITY

### 21.1 Privacy of information

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

### 21.2 Disclosure

We may, however, disclose information about you:

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

## 22. QUERIES AND COMPLAINTS

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

TRUenergy Retail Telephone	Customer service and account enquiries 133 466
Supply and maintenance (24 hours) 131 366	Telephone interpreter service 131 450
TTY (for hearing impaired customers) 1300 368 536	
TRUenergy Retail Telephone	Customer service and account enquiries 133 466
Supply and maintenance (24 hours) 131 366	Telephone interpreter service 131 450

## 23. FORCE MAJEURE

### 23.1 Effect of force majeure event

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

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

### **TRUenergy Telephone**

Customer service and account enquiries 133 466

Faults & Emergencies (24 hours) 1800 808 526

Telephone interpreter service 131 450

TTY (for hearing impaired customers) 1300 368 536

#### **23.2 Deemed prompt notice**

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

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

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

#### **23.4 Settlement of industrial disputes**

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

### **24. APPLICABLE LAW**

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

The laws of South Australia govern this contract.

### **25. LAST RESORT EVENT**

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

**SCHEDULE 1: DEFINITIONS**

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

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

'**billing cycle**' means the regular recurrent period for which you receive a bill from us;

'**business customer**' means a **small customer** who is not a **residential customer**;

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

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

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

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

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

(a) in the case where we hand the notice to you, the date we do so;

(b) in the case where we send a notice by facsimile or by e-mail before 5 p.m. on a **business day**, on that **business day**, otherwise on the next **business day**;

(c) in the case where we leave the notice at your **supply address**, the date we do so;

(d) in the case where we give the notice by post or, registered mail or lettergram, a date 2 **business days** after the date we sent the notice.

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

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

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

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

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

'**Gas Act**' means the *Gas Act 1997*;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

'**supply address**' means:

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

To apply from 1 July 2010

	\$		\$
Agents, Ceasing to Act as.....	44.25	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	29.50
Incorporation .....	22.40	Discontinuance Place of Business .....	29.50
Intention of Incorporation .....	55.50	Land—Real Property Act:	
Transfer of Properties .....	55.50	Intention to Sell, Notice of.....	55.50
Attorney, Appointment of.....	44.25	Lost Certificate of Title Notices .....	55.50
Bailiff's Sale.....	55.50	Cancellation, Notice of (Strata Plan) .....	55.50
Cemetery Curator Appointed.....	32.75	Mortgages:	
Companies:		Caveat Lodgement.....	22.40
Alteration to Constitution .....	44.25	Discharge of.....	23.40
Capital, Increase or Decrease of .....	55.50	Foreclosures.....	22.40
Ceasing to Carry on Business .....	32.75	Transfer of .....	22.40
Declaration of Dividend.....	32.75	Sublet.....	11.30
Incorporation .....	44.25	Leases—Application for Transfer (2 insertions) each .....	11.30
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each .....	32.75
First Name.....	32.75	Licensing.....	65.50
Each Subsequent Name.....	11.30	Municipal or District Councils:	
Meeting Final.....	37.00	Annual Financial Statement—Forms 1 and 2 .....	618.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	439.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name .....	88.00
First Name.....	44.25	Each Subsequent Name.....	11.30
Each Subsequent Name.....	11.30	Noxious Trade.....	32.75
Notices:		Partnership, Dissolution of .....	32.75
Call.....	55.50	Petitions (small).....	22.40
Change of Name .....	22.40	Registered Building Societies (from Registrar-General) ....	22.40
Creditors.....	44.25	Register of Unclaimed Moneys—First Name.....	32.75
Creditors Compromise of Arrangement .....	44.25	Each Subsequent Name .....	11.30
Creditors (extraordinary resolution that 'the Com-		Registers of Members—Three pages and over:	
pany be wound up voluntarily and that a liquidator		Rate per page (in 8pt) .....	281.00
be appointed').....	55.50	Rate per page (in 6pt) .....	371.00
Release of Liquidator—Application—Large Ad.....	88.00	Sale of Land by Public Auction.....	56.00
—Release Granted .....	55.50	Advertisements.....	3.10
Receiver and Manager Appointed.....	51.00	¼ page advertisement .....	131.00
Receiver and Manager Ceasing to Act.....	44.25	½ page advertisement .....	262.00
Restored Name.....	41.25	Full page advertisement.....	514.00
Petition to Supreme Court for Winding Up.....	77.00	Advertisements, other than those listed are charged at \$3.10 per	
Summons in Action.....	65.50	column line, tabular one-third extra.	
Order of Supreme Court for Winding Up Action.....	44.25	Notices by Colleges, Universities, Corporations and District	
Register of Interests—Section 84 (1) Exempt.....	99.00	Councils to be charged at \$3.10 per line.	
Removal of Office.....	22.40	Where the notice inserted varies significantly in length from	
Proof of Debts.....	44.25	that which is usually published a charge of \$3.10 per column line	
Sales of Shares and Forfeiture.....	44.25	will be applied in lieu of advertisement rates listed.	
Estates:		South Australian Government publications are sold on the	
Assigned .....	32.75	condition that they will not be reproduced without prior	
Deceased Persons—Notice to Creditors, etc.....	55.50	permission from the Government Printer.	
Each Subsequent Name.....	11.30		
Deceased Persons—Closed Estates .....	32.75		
Each Subsequent Estate .....	1.45		
Probate, Selling of .....	44.25		
Public Trustee, each Estate .....	11.30		

All the above prices include GST

## GOVERNMENT GAZETTE NOTICES

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

## MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 JULY 2010

Acts, Bills, Rules, Parliamentary Papers and Regulations					
Pages	Main	Amends	Pages	Main	Amends
1-16	2.70	1.25	497-512	37.50	36.50
17-32	3.60	2.25	513-528	38.50	37.25
33-48	4.70	3.35	529-544	39.75	38.50
49-64	5.95	4.55	545-560	40.75	39.75
65-80	6.90	5.75	561-576	41.75	40.75
81-96	8.05	6.65	577-592	43.25	41.25
97-112	9.20	7.85	593-608	44.50	42.75
113-128	10.30	9.05	609-624	45.25	44.25
129-144	11.50	10.20	625-640	46.50	44.75
145-160	12.60	11.30	641-656	47.50	46.50
161-176	13.70	12.40	657-672	48.25	47.00
177-192	15.00	13.50	673-688	50.25	48.25
193-208	16.10	14.90	689-704	51.25	49.25
209-224	17.00	15.70	705-720	52.00	50.50
225-240	18.20	16.80	721-736	53.50	51.50
241-257	19.50	17.80	737-752	54.00	52.50
258-272	20.60	18.90	753-768	55.50	53.50
273-288	21.70	20.40	769-784	56.50	55.50
289-304	22.60	21.30	785-800	57.50	56.50
305-320	24.00	22.50	801-816	59.00	57.00
321-336	25.00	23.60	817-832	60.00	59.00
337-352	26.20	24.90	833-848	61.00	60.00
353-368	27.00	26.00	849-864	62.00	60.50
369-384	28.50	27.00	865-880	63.50	62.00
385-400	29.75	28.25	881-896	64.00	62.50
401-416	30.75	29.25	897-912	65.50	64.00
417-432	32.00	30.50	913-928	66.00	65.50
433-448	33.00	31.75	929-944	67.00	66.00
449-464	33.75	32.50	945-960	68.00	66.50
465-480	34.25	33.50	961-976	71.00	67.50
481-496	36.50	34.25	977-992	72.00	68.00

<b>Legislation—Acts, Regulations, etc:</b>	\$
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<b>Hansard</b>	
Copy.....	16.80
Subscription—per session (issued weekly).....	480.00
Cloth bound—per volume.....	206.00
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<b>Notice of Vacancies</b>	
Annual Subscription.....	169.00
<b>Compendium</b>	
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Ground Floor—EDS Centre, 108 North Terrace, Adelaide, S.A. 5000  
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Standing Orders:****Government Publishing SA**

Box 9, Plaza Level, Riverside Centre, North Terrace, Adelaide, S.A. 5000  
Phone: (08) 8207 1043, (08) 8207 0910, Fax: (08) 8207 1040

## GEOGRAPHICAL NAMES ACT 1991

*Notice of Declaration of Names of Places*

NOTICE is hereby given pursuant to section 11A of the Geographical Names Act 1991, that the names of those places set out in The Schedule hereunder shall be the geographical names of those said places. Precise location of the said features can be obtained from the *South Australian Government Gazette* at [www.placenames.sa.gov.au](http://www.placenames.sa.gov.au) or by contacting the Geographical Name Unit, DTEI on (08) 8204.8539.

## THE SCHEDULE

<i>Mapsheet</i>	<i>Feature</i>
1:250 000 Mapsheet SG 53-13 (Everard)	Alyarangunya (hill)
	Blue Hills
	Dingo Rockhole
	Karmilnganya (rockhole)
	Katitinya/Rabbit Creek
	Katitinya/Mount Barnet
	Kiparangkunya (rockhole)
	Kunanyanutjutinya (cave)
	Kutitjiwalungkunya/ Camp Sheet Creek
	Mamungkukumpur angkuntjunya (hill)
	Ngalya Tjalinyanya (soak)
	Ngangkalinya (soak)
	Panmilatjitititinya (rockhole)
	Paraulpiranya (creek)
	Parilpanya (hill)
	Pitukulakatintjanya (rockhole)
	Punukulilanya (rockhole)
	Puyamultjanya (hill)
	Takanangkurunya (rockhole)
	Tjalkupinanya (hill)
	Tjingkunganya (soak)
	Ukarinanya (rockhole)
	Unkapalangunya/ Giles Creek
	Urupinpanya (creek)
	Urupinpanya (rockhole)
	Victory Well Swamp
	Walawuru Manngunya (hill)
	Wamitjatja (cave)
	Wanmaranya (soak)
	Waraputunya (rockhole)
1:250 000 Mapsheet SH 52-12 (Woodroffe)	Aparananya (dual named with Bewden Hill)

<i>Mapsheet</i>	<i>Feature</i>
	Imputununya (rockhole)
	Multaltinya (rockhole)
1:50 000 Mapsheet 6736-1 (Balcanoona)	Virnbartunha Vari (creek)
1:50 000 Mapsheet 6737-1 (Yudnamutana)	Mandya Arti (slope)
1:50 000 Mapsheet 6737-2 (Wooltana)	Manyi Vari (creek)
	Manyi Awiurtu (waterhole)
	Mindaapadanha (dual name with Wooltana Cave)
	Ngandyukunha (range)
	Ngawarlanha (dual name with Echo Camp Waterhole)
	Uldhanha (dual name with Wooltana Spring)
	Uldhanha Vari (creek)
	Vii Vambata (dual name with Dinnertime Hill)
	Wardnuwartanha (dual name with Nepouie Peak)
	Yumudu Vari (creek)
1:50 000 Mapsheet 6737-3 (Illawortina)	Ilhaurtunha (spring)
	Idninha Awi (spring)
	Muru Adnya Vambata
	Unmanbungutu (dual name with Benbonyathe Hill)
	Winmiindanha (dual name with Bunyip Chasm)
	Wirtiurdla (dual name with Weetootla Spring)
	Wirti Urdla Inbiri (dual name with Weetootla Gorge)
	Yangga-vuthi-vuthi (dual name with Arcoona Saddle)
	Yulupanha (dual name with Uliban Spring)
1:50 000 Mapsheet 6736-4 (Nepabunna)	Ukapudunha (waterhole)

NOTE: Words shown in parentheses are not part of the name.

Certified that the above names have been examined in line with the policies of the Geographical Names Unit, and that they comply with section 11A of the Geographical Names Act 1991.

Dated 28 October 2010.

P. M. KENTISH, Surveyor-General, Department  
for Transport, Energy and Infrastructure

DTEI.2009/29925/01

## GEOGRAPHICAL NAMES ACT 1991

*Notice to Alter Boundaries of Places*

NOTICE is hereby given pursuant to section 11B (5) of the Geographical Names Act 1991, that I, Peter Maclaren Kentish, Surveyor-General and Delegate appointed by Patrick Conlon, Minister for Infrastructure, Minister of the Crown to whom the administration of the Geographical Names Act 1991, is committed do hereby alter the following boundaries as listed in the Schedule below:

## THE SCHEDULE

Description	File Reference	Date of Approval
Move the rural locality boundary of Light Pass to the eastern boundary of DP 66829, Allotment 2, so that the whole of the plan is within Light Pass and move the rural locality boundary of Penrice to the western boundary of DP 69491, Allotment 101, so that the whole of the plan is within Penrice.	DTEI 2010/19489/01	19.10.2010

The altered boundary can be viewed on the Land Services Property Location Browser (PLB) website at:

[www.landservices.sa.gov.au/1Online\\_Services/20PLB/0default.asp](http://www.landservices.sa.gov.au/1Online_Services/20PLB/0default.asp)

or by contacting the Geographical Name Unit, DTEI on (08) 8204 8539.

P. M. KENTISH, Surveyor General, Department for Transport, Energy and Infrastructure

## HARBORS AND NAVIGATION ACT 1993

*Determination of the State Crewing Committee*

THE following determination was made on 1 November 2010 by the State Crewing Committee, pursuant to Part 6, Section 45 of the Harbors and Navigation Act 1993.

PATRICK CONLON, Minister for Transport

V20549

## HARBORS AND NAVIGATION ACT 1993

*Determination of the State Crewing Committee in respect of the M.V. 'Archie Badenoch'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Archie Badenoch*.

*Operational Limits*

Limit 1—Smooth Waters as per Schedule 1 of the Harbors and Navigation Regulations 2009.

Limit 2—Restricted Smooth Waters not past Berth No. 29 down river.

*Minimum Crew*

Two persons—Master and one General Purpose Hand.

*Minimum Qualifications*

Limit 1—The Master is to hold a Coxswain Certificate of Competency.

The General Purpose Hand is to be a person, who is at least 16 years of age and is fit for the duties employed.

Limit 2—The Master is to hold a Restricted Coxswain Certificate of Competency.

The General Purpose Hand is to be a person, who is at least 16 years of age and is fit for the duties employed.

*Please note: Limit 2 does not apply during the hours of darkness, fog, winds exceeding 25 knots or where the vessel is not in the service of the SA Maritime Museum.*

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

## LAND ACQUISITION ACT 1969

## (SECTION 16)

*Notice of Acquisition*

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

*Definition of Land Acquired*

Comprising an estate in fee simple in that piece of land situated at 1 Senna Road, Wingfield, being a portion of Allotment 11 in Deposited Plan No. 29121 comprised in certificate of title volume 5360, folio 31 and being the whole of the land numbered 84 in the plan numbered D84038, subject to the easement that is contained in Land Grant volume 4365, folio 521 over the land marked 'C' on the plan that has been lodged in the Lands title Office.

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

*Compensation*

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

*Inquiries*

Inquiries should be directed to:

Peter Lloyd,  
G.P.O. Box 1533,  
Adelaide, S.A. 5001  
Phone (08) 8343 2780

Dated 2 November 2010.

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

D. THOMAS, Manager, Transport Property  
(Authorised Officer) Department for  
Transport, Energy and Infrastructure

DTEI 2010/10557/01

## LIQUOR LICENSING ACT 1997 AND GAMING MACHINES ACT 1992

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that TBR Hotels Pty Ltd as trustee for TBR Hotel Trust has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 187 Angas Street, Adelaide, S.A. 5000 and known as Seven Stars Hotel.

The applications have been set down for hearing on 6 December 2010 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 29 November 2010).

The applicant's address for service is c/o Piper Alderman, G.P.O. Box 65, Adelaide, S.A. 5001 (Attention: Jonathan Dodd or Geoff Forbes).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 28 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997 AND GAMING MACHINES ACT 1992

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Playford City Soccer & Community Club Incorporated has applied to the Licensing Authority for a Hotel and Gaming Machine Licence with Extended Trading Authorisation and Entertainment Consent in respect of premises situated at No. 115 (Lot 81) Heaslip Road, Angle Vale, S.A. 5117 and to be known as Playford City Soccer & Community Club Incorporated.

The applications have been set down for hearing on 7 December 2010 at 11.30 a.m.

*Conditions*

The following licence conditions are sought:

- There shall be not less than one uniformed security officer stationed at the premises to patrol outside the hotel and the car park to ensure that patrons depart in an orderly manner between the following times:
  - From 11 p.m. until half-an-hour after close time on Friday and Saturday nights when the hotel trades beyond midnight; and
  - From 9 p.m. until half-an-hour after close time on Sundays nights.
- The applicant will install a sign at the service access onto Max Fatchen Drive that reads as follows:
 

‘Service vehicles only—No Patron access at any time’.
- The applicant will place a sign at the exit from the premises that reads as follows:
 

‘Please leave quickly and quietly in the interests of local residents’.
- Trading hours for the licensed premises including Extended Trading Authorisation will be as follows:
  - For consumption on the licensed premises:
    - Monday to Thursday: 8 a.m. to midnight;
    - Friday to Saturday: 8 a.m. to 2 a.m. the following day;
    - Sunday: 8 a.m. to 10 p.m.; and
    - Christmas Day: Midnight to 2 a.m.
  - For consumption off the licensed premises:
    - Sunday: 8 a.m. to 9 p.m.
- Live entertainment will be limited to a background style of entertainment featuring solo or duo performers only.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant’s address, at least seven days before the hearing date (viz: 24 November 2010).

The applicant’s address for service is c/o Clelands Lawyers, 208 Carrington Street, Adelaide, S.A. 5000 (Attention: Rinaldo D’Aloia).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 29 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that International Motor Inn Pty Ltd as trustee for the Wolf Family Trust has applied to the Licensing Authority for the transfer of a Residential Licence in respect of premises situated at Millicent Road, Mount Gambier, S.A. 5290 and known as Quality Inn International.

The application has been set down for hearing on 9 December 2010 at 11 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant’s address, at least seven days before the hearing date (viz: 2 December 2010).

The applicant’s address for service is c/o DMAW Lawyers, Level 3, 80 King William Street, Adelaide, S.A. 5000 (Attention: Adrian Battiston).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 1 November 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Noshery Food and Coffee Bar Pty Ltd as trustee for 65 Degrees Unit Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 333 King William Street, Adelaide, S.A. 5000, known as Amico Café and to be known as Noshery Food and Coffee Bar.

The application has been set down for hearing on 9 December 2010 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant’s address, at least seven days before the hearing date (viz: 2 December 2010).

The applicant’s address for service is c/o Nadia Rugari, 333 King William Street, Adelaide, S.A. 5000.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 1 November 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that MA Trading Company Pty Ltd has applied to the Licensing Authority for a Wholesale Liquor Merchant’s Licence in respect of premises situated at 12 Scania Court, Gepps Cross, S.A. 5094 and to be known as MA Trading Company Pty Ltd.

The application has been set down for hearing on 9 December 2010 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant’s address, at least seven days before the hearing date (viz: 2 December 2010).

The applicant’s address for service is c/o David Ma, 12 Scania Court, Gepps Cross, S.A. 5094.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 1 November 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Fly 8 Pty Ltd as trustee for Fly 8 Unit Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Shop 8, 1 Partridge Street, Glenelg, S.A. 5045 and known as Lim's Restaurant.

The application has been set down for hearing on 7 December 2010 at 11 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 30 November 2010).

The applicant's address for service is c/o Jeff Stevens and Associates, 1 Partridge Street, Glenelg, S.A. 5045.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 27 October 2010.

Applicant

- sealed bottles;
- sealed bottles as part of a gift pack/hamper; and
- sealed bottles as part of a grocery purchase.

- Trading hours will be as follows:

Monday to Saturday: 10 a.m. to 5 p.m.; and

Sunday: 11 a.m. to 5 p.m.

- The main operation of the licence is to be that of a supermarked.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the hearing date (viz: 30 November 2010).

The applicants' address for service is c/o Colleen Smith, 274C Henley Beach Road, Underdale, S.A. 5032.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 29 October 2010.

Applicants

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Image Management Pty Ltd as trustee for Image Unit Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 127 Pirie Street, Adelaide, S.A. 5000 and known as Fontana Di Trevi Restaurant and to be known as Jenny's House.

The application has been set down for hearing on 8 December 2010 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 1 December 2010).

The applicant's address for service is c/o Norman Waterhouse Lawyers, Level 15, 45 Pirie Street, Adelaide, S.A. 5000 (Attention: Kate Oliver).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 29 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Shri Ganesh Indian Restaurant Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Shop 3, 60 Main Street, Hahndorf, S.A. 5245 known as Legacy of India and to be known as Shri Ganesh Indian Restaurant.

The application has been set down for hearing on 25 November 2010 at 11 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 24 November 2010).

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

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 29 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Colleen Ruth Smith and Roland Arthur Smith have applied to the Licensing Authority for a Special Circumstances Licence in respect of premises situated at 274C Henley Beach Road, Underdale, S.A. 5032 and to be known as SA in SA.

The application has been set down for hearing on 7 December 2010 at 9 a.m.

*Conditions*

The following licence conditions are sought:

- The licence will authorise the licensee for the sale and supply of South African Wine, Spirits and Beer for consumption off the licensed premises in the form of:

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Rawmaw Pty Ltd as trustee for Wood Family Trust has applied to the Licensing Authority for the transfer of a Residential Licence in respect of premises situated at 210 Renmark Road, Renmark, S.A. 5341 and known as Comfort Inn Citrus Valley Renmark.

The application has been set down for hearing on 2 December 2010 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 25 November 2010).

The applicant's address for service is c/o Wallmans Lawyers, G.P.O. Box 1018, Adelaide, S.A. 5001 (Attention: Peter Hoban or Sam Ngai).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 28 October 2010.

Applicant

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#### LICQUOR LICENSING ACT 1997

##### *Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Lars Coffee Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 116A King William Road, Hyde Park, S.A. 5061 and known as Lars.

The application has been set down for hearing on 6 December 2010 at 11 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 29 November 2010).

The applicant's address for service is c/o Lillian Lin, Lins Lawyers, 66 The Parade, Norwood, S.A. 5067.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 28 October 2010.

Applicant

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#### LICQUOR LICENSING ACT 1997

##### *Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that West Infinity Cafe Pty Ltd has applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at 70/155 Brebner Drive, West Lakes, S.A. 5021 and to be known as Cafe Infinity.

The application has been set down for hearing on 7 December 2010 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 30 November 2010).

The applicant's address for service is c/o John Fitzpatrick, Office 4/76 Osmond Terrace, Norwood, S.A. 5067.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 27 October 2010.

Applicant

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#### LICQUOR LICENSING ACT 1997

##### *Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Greenhill Wines Pty Ltd, 82 Fullarton Road, Norwood, S.A. 5067 has applied to the Licensing Authority for a Direct Sales Licence in respect of the business to be known as Greenhill Wines Pty Ltd.

The application has been set down for hearing on 30 November 2010 at 11.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 29 November 2010).

The applicant's address for service is c/o Wallmans Lawyers, G.P.O. Box 1018, Adelaide, S.A. 5001 (Attention: Sam Ngai or Ben Allen).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 27 October 2010.

Applicant

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#### LICQUOR LICENSING ACT 1997

##### *Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Adelaide Da Costa Lopes has applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at 44 Main road, Hahndorf, S.A. 5245 and to be known as Por2gal.

The application has been set down for hearing on 7 December 2010 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 30 November 2010).

The applicant's address for service is c/o Adelaide Lopes, 10 Hurling Drive, Mount Barker, S.A. 5251.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 27 October 2010.

Applicant

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#### LICQUOR LICENSING ACT 1997

##### *Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Yin Chang Li and Shu Hua Ou have applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Adelaide Road, Murray Bridge, S.A. 5253 and known as Oriental Garden Licensed Chinese Restaurant.

The application has been set down for hearing on 6 December 2010 at 11.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the hearing date (viz: 29 November 2010).

The applicants' address for service is c/o Winters Solicitors, P.O. Box 7070, Hutt Street, Adelaide, S.A. 5001 (Attention Peter Jolley).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 26 October 2010.

Applicants

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## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Stranger and Stranger Pty Ltd, 17 De-Caux Avenue, Port Willunga, S.A. 5173 has applied to the Licensing Authority for a Direct Sales Licence in respect of the business to be known as Heirloom Vineyards.

The application has been set down for hearing on 6 December 2010 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 29 November 2010).

The applicant's address for service is c/o Wallmans Lawyers, G.P.O. Box 1018, Adelaide, S.A. 5000 (Attention: Peter Hoban or Sam Ngai).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 26 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Shadia Lina Ohanessian as trustee for S. Ohanessian Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Shop 23, Welland Plaza Shopping Centre, 522 Port Road, Welland, S.A. 5007 and known as Caffè Primo Welland.

The application has been set down for hearing on 6 December 2010 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 29 November 2010).

The applicant's address for service is c/o David Watts & Associates, 1 Cator Street, Glenside, S.A. 5065 (Attention: David Watts).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 26 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Appellation Wine Company Pty Ltd has applied to the Licensing Authority for the removal of a Wholesale Liquor Merchant's Licence in respect of premises situated at 11 Piccadilly Circus, Golden Grove, S.A. 5125 and to be situated at 22 Claremont Avenue, Oakden, S.A. 5086 and known as Appellation Wine Company.

The application has been set down for hearing on 2 December 2010 at 11 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 25 November 2010).

The applicant's address for service is c/o David Watts & Associates, 1 Cator Street, Glenside, S.A. 5065 (Attention: David Watts).

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 26 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Quite Brilliant Pty Ltd, 4/79 Exeter Terrace, Dudley Park, S.A. 5008 has applied to the Licensing Authority for a Direct Sales Licence in respect of the business to be known as Wild Creek Wines.

The application has been set down for hearing on 2 December 2010 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 25 November 2010).

The applicant's address for service is c/o David Watts & Associates, 1 Cator Street, Glenside, S.A. 5065 (Attention: David Watts).

The application and certain documents and material relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 25 October 2010.

Applicant

## LIQUOR LICENSING ACT 1997

*Notice of Application*

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Brand New Vintage Limited has applied to the Licensing Authority for an Entertainment Consent in respect of premises situated at 102 Main Road, Hahndorf, S.A. 5245 and known as One Planet Cellars.

The application has been set down for hearing on 2 December 2010 at 10 a.m.

*Conditions*

The following licence conditions are sought:

- Entertainment Consent is sought for Areas 1 to 3 as per plans lodged with this office and for the following days and times:

Friday: 4 p.m. to 10 p.m.;

Saturday: Midday to 10 p.m.; and

Sunday: Midday to 5 p.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 25 November 2010).

The applicant's address for service is c/o Fleur McKenzie, 102 Main Road, Hahndorf, S.A. 5245.

The application and certain documents and material (including Plans) relevant to the application may be inspected without fee at a place and during a period specified by the Liquor and Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Telephone 8226 8410, Facsimile: 8226 8512. Email: [olgc@agd.sa.gov.au](mailto:olgc@agd.sa.gov.au).

Dated 25 October 2010.

Applicant

## MINING ACT 1971

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

Applicant: Southern Coal Holdings Pty Ltd  
 Location: Pidinga area—Approximately 210 km north-west of Ceduna.  
 Term: 2 years  
 Area in km<sup>2</sup>: 357  
 Ref.: 2010/00063

Plan and co-ordinates can be found on the PIRSA website: [http://www.pir.sa.gov.au/minerals/public\\_notices](http://www.pir.sa.gov.au/minerals/public_notices) or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

## MINING ACT 1971

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

Applicant: AFMECO Mining and Exploration Pty Ltd  
 Location: Mount Harvey area—Approximately 80 km south-east of Oodnadatta.  
 Pastoral Leases: The Peake, Macumba and Allandale  
 Term: 2 years  
 Area in km<sup>2</sup>: 817  
 Ref.: 2010/00109

Plan and co-ordinates can be found on the PIRSA website: [http://www.pir.sa.gov.au/minerals/public\\_notices](http://www.pir.sa.gov.au/minerals/public_notices) or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

## MINING ACT 1971

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

Applicant: Renaissance Uranium Pty Ltd  
 Location: Tent Hill area—Approximately 60 km north-east of Leigh Creek.  
 Pastoral Leases: Leigh Creek, Mount Lyndhurst and Wilpoorinna.  
 Term: 1 year  
 Area in km<sup>2</sup>: 775  
 Ref.: 2010/00169

Plan and co-ordinates can be found on the PIRSA website: [http://www.pir.sa.gov.au/minerals/public\\_notices](http://www.pir.sa.gov.au/minerals/public_notices) or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

## MINING ACT 1971

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

Applicant: Renaissance Uranium Pty Ltd  
 Location: Wilpoorinna area—Approximately 40 km south-east of Marree.  
 Pastoral Leases: Farina, Mount Lyndhurst, Wilpoorinna and Mundowdna.

Term: 1 year  
 Area in km<sup>2</sup>: 970  
 Ref.: 2010/00170

Plan and co-ordinates can be found on the PIRSA website: [http://www.pir.sa.gov.au/minerals/public\\_notices](http://www.pir.sa.gov.au/minerals/public_notices) or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

## MINING ACT 1971

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

Applicant: Gingertom Resources Pty Ltd  
 Location: Muckanippie area—Approximately 60 km north-east of Tarcoola.  
 Pastoral Leases: Muckanippie and Bulgunnia  
 Term: 1 year  
 Area in km<sup>2</sup>: 539  
 Ref.: 2010/00279

Plan and co-ordinates can be found on the PIRSA website: [http://www.pir.sa.gov.au/minerals/public\\_notices](http://www.pir.sa.gov.au/minerals/public_notices) or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

## NATIONAL GAS LAW

THE Australian Energy Market Commission (AEMC) gives notice under the National Gas Law of the following matter.

Under sections 311 and 313, the making of the *National Gas Amendment (Calculation of Interest for Gas Markets) Rule 2010 No. 2* and related final determination. All provisions commence on 4 November 2010.

Further details and all documents on the above matter are available on the AEMC's website [www.aemc.gov.au](http://www.aemc.gov.au). The relevant documents are also available for inspection at the offices of the AEMC.

John Pierce  
 Chairman  
 Australian Energy Market Commission  
 Level 5, 201 Elizabeth Street,  
 Sydney, N.S.W. 2000  
 Telephone: (02) 8296 7800  
 Facsimile: (02) 8296 7899

4 November 2010.

## PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licence—PEL 183*

PURSUANT to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, for the period from and including 31 October 2010 to 30 October 2011, pursuant to delegated powers dated 1 October 2009.

The expiry date of Petroleum Exploration Licence PEL 183 is now determined to be 3 February 2014.

Dated 26 October 2010.

M. MALAVAZOS,  
 Acting Director Petroleum and Geothermal  
 Minerals and Energy Resources  
 Primary Industries and Resources SA  
 Delegate of the Minister for Mineral  
 Resources Development

ROADS (OPENING AND CLOSING) ACT 1991:  
SECTION 24**NOTICE OF CONFIRMATION OF ROAD  
PROCESS ORDER***Road Closure  
Pelican Point Road, Pelican Point*

BY Road Process Order made on 27 January 2010, the District Council of Grant ordered that:

1. Portions of the public road (Pelican Point Road) situate adjoining allotments 23 to 45 in Deposited Plan 52958 and sections 727 to 741 and 755 to 757, Hundred of Kongorong, more particularly delineated and lettered 'A' to 'H', 'J', 'L' to 'N', 'P' to 'Y', 'AA' to 'AH', 'AJ' to 'AN' and 'AP' to 'AT' in Preliminary Plan No. 07/0011 be closed.

2. Issue a Certificate of Title to the District Council of Grant for the whole of the land subject to closure lettered 'A', 'G', 'W', 'Y', 'AB', 'AF', 'AP', 'AS' and 'AT' which land is being retained by the council for public purposes.

3. Transfer the whole of the land subject to closure lettered 'B' to Russell Peter Collins and Robyn Thirza Collins in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and R. P. and R. T. Collins.

4. Transfer the whole of the land subject to closure lettered 'C' to Donald Craig Crafter and Janet Kay Crafter in accordance with agreement to transfer dated 25 February 2009 entered into between the District Council of Grant and D. C. and J. K. Crafter.

5. Transfer the whole of the land subject to closure lettered 'D' to Clive Hill and Cheryl Anne Hill in accordance with agreement to transfer dated 20 February 2009 entered into between the District Council of Grant and C. and C. A. Hill.

6. Transfer the whole of the land subject to closure lettered 'E' to Bruce Douglas Swaffer and Marjorie Jean Swaffer in accordance with agreement to transfer dated 17 February 2009 entered into between the District Council of Grant and B. D. and M. J. Swaffer.

7. Transfer the whole of the land subject to closure lettered 'F' to Discount Refrigeration Equipment Pty Ltd in accordance with agreement to transfer dated 10 February 2009 entered into between the District Council of Grant and Southbank Promenade Pty Ltd.

8. Transfer the whole of the land subject to closure lettered 'H' to John Andrew Little and Elizabeth Anne Little in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and J. A. and E. A. Little.

9. Transfer the whole of the land subject to closure lettered 'J' to Kevin Roy Mullan in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and K. R. Mullan.

10. Transfer the whole of the land subject to closure lettered 'L' to Kym Llewellyn Holmes in accordance with agreement to transfer dated 3 June 2009 entered into between the District Council of Grant and K. L. Holmes.

11. Transfer the whole of the land subject to closure lettered 'M' to Glenn Cameron Davis in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and G. C. Davis.

12. Transfer the whole of the land subject to closure lettered 'N' to Ricky David Neale and Helen Marie Neale in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and R. D. and H. M. Neale.

13. Transfer the whole of the land subject to closure lettered 'P' to Judith Lynette Ryan and Mark Murdock Ryan in accordance with agreement to transfer dated 16 February 2009 entered into between the District Council of Grant and J. L. and M. M. Ryan.

14. Transfer the whole of the land subject to closure lettered 'Q' to Whalley Dequetteville Robin and Kim Llewellyn Holmes in accordance with agreement to transfer dated 3 June 2009 entered into between the District Council of Grant and W. D. Robin and K. L. Holmes.

15. Transfer the whole of the land subject to closure lettered 'R' to John Douglas Renfrey and Jillian Renfrey in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and J. D. and J. Renfrey.

16. Transfer the whole of the land subject to closure lettered 'S' to Graham Gerard Alfred Carne and Wendy Elizabeth Carne in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and G. G. A. and W. E. Carne.

17. Transfer the whole of the land subject to closure lettered 'T' to Margaret Briggs in accordance with agreement to transfer dated 17 February 2009 entered into between the District Council of Grant and M. Briggs.

18. Transfer the whole of the land subject to closure lettered 'U' to Gregory Keith Alderson Nicholls in accordance with agreement to transfer dated 16 February 2009 entered into between the District Council of Grant and G. K. A. Nicholls.

19. Transfer the whole of the land subject to closure lettered 'V' to Graeme Leslie McKinnon and Julie Anne McKinnon in accordance with agreement to transfer dated 26 March 2009 entered into between the District Council of Grant and G. L. and J. A. McKinnon.

20. Transfer the whole of the land subject to closure lettered 'X' to Barry Ronald Smith and Lynette Anne Gordon in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and B. R. Smith and L. A. Gordon.

21. Transfer the whole of the land subject to closure lettered 'AA' to Murray Lloyd Hill and Beryl Hill in accordance with agreement to transfer dated 10 February 2009 entered into between the District Council of Grant and M. L. and B. Hill.

22. Transfer the whole of the land subject to closure lettered 'AC' to Trevor John Pohlner in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and Trevor John Pohlner and Frances Lynette Pohlner.

23. Transfer the whole of the land subject to closure lettered 'AD' to David Anthony Miller and Marilyn Irene Miller in accordance with agreement to transfer dated 27 February 2009 entered into between the District Council of Grant and D. A. and M. I. Miller.

24. Transfer the whole of the land subject to closure lettered 'AE' to Daniel Keith Ashby in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and D. K. Ashby.

25. Vest the whole of the closed road lettered 'AG' in the Crown and add that land to section 738, Hundred of Kongorong held by Kevin Leslie Jones and Jill Rosecleer Jones under Crown Lease Volume 1627 Folio 73 in accordance with agreement to transfer dated 15 February 2009 entered into between the District Council of Grant and K. L. and J. R. Jones.

26. Transfer the whole of the land subject to closure lettered 'AH' to Robert Claude Long and Vida May Long in accordance with agreement to transfer dated 11 February 2009 entered into between the District Council of Grant and R. C. and V. M. Long.

27. Transfer the whole of the land subject to closure lettered 'AJ' to Steven John Dukalskis in accordance with agreement to transfer dated 7 February 2009 entered into between the District Council of Grant and Steven John Dukalskis and Suzanne Marie Dukalskis.

28. Transfer the whole of the land subject to closure lettered 'AK' to Rosalind Joan Sare in accordance with agreement to transfer dated 26 March 2009 entered into between the District Council of Grant and R. J. Sare.

29. Transfer the whole of the land subject to closure lettered 'AL' to John William Oliver and Maureen Erica Oliver in accordance with agreement to transfer dated 3 March 2009 entered into between the District Council of Grant and J. W. and M. E. Oliver.

30. Transfer the whole of the land subject to closure lettered 'AM' to Lindsay Robert Mitchell, Graham John Mitchell and Karen Joy Mitchell in accordance with agreement to transfer dated 16 February 2009 entered into between the District Council of Grant and L. R., G. J. and K. J. Mitchell.

31. Transfer the whole of the land subject to closure lettered 'AN' to Annette Jane Sims and Anthony Winston Sims in accordance with agreement to transfer dated 8 April 2009 entered into between the District Council of Grant and A. J. and A. W. Sims.

32. Transfer the whole of the land subject to closure lettered 'AQ' to Cheryl Susanne Berry in accordance with agreement to transfer dated 19 February 2009 entered into between the District Council of Grant and C. S. Berry.

33. Transfer the whole of the land subject to closure lettered 'AR' to Dycer Nominees Pty Ltd in accordance with agreement to transfer dated 1 November 2009 entered into between the District Council of Grant and Dycer Nominees Pty Ltd.

34. The following easements are granted over portions of the road closed by this order:

Grant a free and unrestricted right of way appurtenant to allotments 23, 29, 43 and 45 in Deposited Plan 52958 and sections 740, 739, 731, 728 and 727, Hundred of Kongorong.

On 2 November 2010 that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 84065 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 4 November 2010.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:  
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD  
PROCESS ORDER**

*Road Closure—Aramon Street, Nuriootpa*

BY Road Process Order made on 21 September 2010, The Barossa Council ordered that:

1. Portions of Aramon Street adjoining allotments 540 and 541 in Deposited Plan 84202, more particularly delineated and lettered 'A' and 'B' on Preliminary Plan No. 10/0016 be closed.

2. Transfer the whole of the land subject to closure lettered 'A' to Robert Vincent Smart and Yvonne Denise Byrne in accordance with the agreement for transfer dated 21 September 2010 entered into between The Barossa Council and R. V. Smart and Y. D. Byrne.

3. Transfer the whole of the land subject to closure lettered 'B' to Ophummell Pty. Ltd. in accordance with the agreement for transfer dated 21 September 2010 entered into between The Barossa Council and Ophummell Pty. Ltd.

On 19 October 2010 that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 85197 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 4 November 2010.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:  
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD  
PROCESS ORDER**

*Road Closure—Moorook South*

BY Road Process Order made on 20 February 2009, the District Council of Loxton Waikerie ordered that:

1. Portion of the unnamed Public Road situate between the Town of Moorook South allotments 35 and 36 and the whole of the Public Road adjoining allotments 1, 2, 200 and 25 in Deposited Plan 76682, more particularly delineated and lettered 'A', 'B' and 'C' on Preliminary Plan No. 08/0030 be closed.

2. The whole of land subject to closure lettered 'A' and 'C' be transferred to Robert Charles Cordy and Irene Cordy in accordance with agreement for transfer dated 20 February 2009 entered into between the District Council of Loxton Waikerie and R. C. and I. Cordy.

3. The whole of land subject to closure lettered 'B' be transferred to Linton Gordon Charlton and June Lorna Love in accordance with agreement for transfer dated 20 February 2009 entered into between the District Council of Loxton Waikerie and L. G. Charlton and J. L. Love.

On 6 October 2010 that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 81351 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 4 November 2010.

P. M. KENTISH, Surveyor-General

SEWERAGE ACT 1929

*Addition of Land to Adelaide Drainage Area*

PURSUANT to section 18 of the Sewerage Act 1929, the South Australian Water Corporation:

(a) adds to the Adelaide Drainage Area all the land contained in:

(i) Allotments 1 and 2 in Deposited Plan 14388;

(b) declares that this notice has effect from the commencement of the financial year in which it is published in the *Government Gazette*.

Dated 1 November 2010.

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

A. SCHIRRIPIA, Manager Billing and Collection

In the presence of:

N. GLASS, Team Leader Rating

SAWATER 10/07895 D1467

SEWERAGE ACT 1929

*Addition of Land to Aldinga Drainage Area*

PURSUANT to section 18 of the Sewerage Act 1929, the South Australian Water Corporation:

(a) adds to the Aldinga Drainage area all the land contained in Allotments 1 and 2 in Deposited Plan 14388; and

(b) declares that this notice has effect from the commencement of the financial year in which it is published in the *Government Gazette*.

Dated 1 November 2010.

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

A. SCHIRRIPIA, Manager Billing and Collection

In the presence of:

N. GLASS, Team Leader Rating

SAWATER 10/08305 D1470

## NOTICE TO MARINERS

NO. 45 OF 2010

*South Australia—Upper Spencer Gulf—Port Augusta Channel—  
Replacement of Navigation Markers*

MARINERS are advised that major works are scheduled to commence this week in the Port Augusta Channel associated with the replacement of 39 navigation Markers.

All navigation markers between beacon number 17 and the Port Augusta wharf will be replaced. Work is expected to be completed by the end of November 2010.

The Contractor's vessels will exhibit the required lights and shapes to comply with the International Regulations for preventing collisions at sea.

Mariners are further advised to exercise extreme caution when navigating in the area.

Charts affected: Aus 778.

Publication affected: Australia Pilot Volume 1 (Second Edition 2008) Pages 382-383.

Adelaide, 27 October 2010.

PATRICK CONLON, Minister for Transport

DTEI 2010/01461

## WATERWORKS ACT 1932

*Removal of Land from Beetaloo Country Lands Water District and  
Addition to Kadina Water District*

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

- (a) removes from the Beetaloo Country Lands Water District and adds to the Kadina Water District the land shown on the plan in the Schedule; and
- (b) declares that this notice will have effect from 1 July 2011.

Dated 1 November 2010.

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

A. SCHIRRIPA, Manager Billing and Collection

In the presence of:

N. GLASS, Team Leader Rating

SAWATER 10/08302/02279 W1466

## WATERWORKS ACT 1932

*Addition of Land from Adelaide Water District*

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

- (a) adds to the Two Wells Water District all the land contained in:
  - (i) Deposited Plan 80309; and
- (b) declares that this notice will have effect from 1 July 2011.

Dated 1 November 2010.

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

A. SCHIRRIPA, Manager Billing and Collection

In the presence of:

N. GLASS, Team Leader Rating

SAWATER 10/07896 W1468

## WATERWORKS ACT 1932

*Removal of Land from Barossa Country Land Water District and  
Addition to Two Wells Water District*

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

- (a) removes from the Barossa Country Lands Water District and adds to the Two Wells Water District all the land contained in:
  - (i) Deposited Plan 84941; and
- (b) declares that this notice will have effect from 1 July 2011.

Dated 1 November 2010.

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

A. SCHIRRIPA, Manager Billing and Collection

In the presence of:

N. GLASS, Team Leader Rating

SAWATER 10/08301 W1465

## TRAINING AND SKILLS DEVELOPMENT ACT 2008

### Part 4—Apprenticeships/Traineeships

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

- |                      |                      |                       |                       |
|----------------------|----------------------|-----------------------|-----------------------|
| 1. 25 September 2008 | 2. 23 October 2008   | 3. 13 November 2008   | 4. 4 December 2008    |
| 5. 18 December 2008  | 6. 29 January 2009   | 7. 12 February 2009   | 8. 5 March 2009       |
| 9. 12 March 2009     | 10. 26 March 2009    | 11. 30 April 2009     | 12. 18 June 2009      |
| 13. 25 June 2009     | 14. 27 August 2009   | 15. 17 September 2009 | 16. 24 September 2009 |
| 17. 9 October 2009   | 18. 22 October 2009  | 19. 3 December 2009   | 20. 17 December 2009  |
| 21. 22 October 2009  | 22. 3 December 2009  | 23. 17 December 2009  | 24. 11 February 2010  |
| 25. 19 February 2010 | 26. 18 March 2010    | 27. 8 April 2010      | 28. 6 May 2010        |
| 29. 20 May 2010      | 30. 3 June 2010      | 31. 17 June 2010      | 32. 24 June 2010      |
| 33. 8 July 2010      | 34. 2 September 2010 | 35. 9 September 2010  | 36. 23 September 2010 |

### Trades or Declared Vocations and Required Qualifications and Training Contract Conditions for the ICP10 Printing and Graphic Arts Training Package

*Trade/#Declared Vocation	Qualification Code	Qualification Title	Nominal Term (Months)	Probation Period (Months)
# Pre-Press Operations	ICP20210	Certificate II in Printing and Graphic Arts (Desktop Publishing)	12	1
	ICP30110	Certificate III in Printing and Graphic Arts (Graphic Design Production)	48	3
	ICP40110	Certificate IV in Printing and Graphic Arts (Graphic Pre-Press)	48	3
* Graphic Pre-Press	ICP30210	Certificate III in Printing and Graphic Arts (Graphic Pre-Press)	48	3-6
# Carton Manufacture and Corrugation	ICP20810	Certificate II in Printing and Graphic Arts (Cartons)	12	1
	ICP20910	Certificate II in Printing and Graphic Arts (Corrugating)	12	1
	ICP30910	Certificate III in Printing and Graphic Arts (Cartons and Corrugating)	48	3
# Ink Manufacture	ICP21110	Certificate II in Printing and Graphic Arts (Ink Manufacture)	12	1
	ICP31110	Certificate III in Printing and Graphic Arts (Ink Manufacture)	36	3
# Mail House Operations	ICP21010	Certificate II in Printing and Graphic Arts (Mail House)	12	1
	ICP31010	Certificate III in Printing and Graphic Arts (Mail House)	36	3
	ICP40510	Certificate IV in Printing and Graphic Arts (Mail House)	48	3

<b>*Trade/#Declared Vocation</b>	<b>Qualification Code</b>	<b>Qualification Title</b>	<b>Nominal Term (Months)</b>	<b>Probation Period (Months)</b>
# Multimedia	ICP30310	Certificate III in Printing and Graphic Arts (Multimedia)	48	3
	ICP40210	Certificate IV in Printing and Graphic Arts (Multimedia)	48	3
	ICP50210	Diploma in Printing and Graphic Arts (Multimedia)	48	3
# Sack and Bag Manufacture	ICP20710	Certificate II in Printing and Graphic Arts (Sacks and Bags)	12	1
	ICP30810	Certificate III in Printing and Graphic Arts (Sacks and Bags)	36	3
# Screen Printing	ICP20510	Certificate II in Printing and Graphic Arts (Screen Printing)	12	1
* Screen Printing Stencil Preparation	ICP30610	Certificate III in Printing and Graphic Arts (Screen Printing)	48	3-6
# Converting, Binding and Finishing	ICP20610	Certificate II in Printing and Graphic Arts (Converting, Binding and Finishing)	12	1
	ICP40410	Certificate IV in Printing and Graphic Arts (Print Finishing)	48	3
* Binding and Finishing	ICP30710	Certificate III in Printing and Graphic Arts (Print Finishing)	48	3-6
* Print Machining	ICP30510	Certificate III in Printing and Graphic Arts (Printing)	48	3-6
# Printing	ICP40310	Certificate IV in Printing and Graphic Arts (Printing)	48	3
	ICP40710	Certificate IV in Printing and Graphic Arts (Process Leadership)	36	3
	ICP20310	Certificate II in Printing and Graphic Arts (Digital Printing)	12	1
	ICP20410	Certificate II in Printing and Graphic Arts (Print Production Support)	12	1
	ICP30410	Certificate III in Printing and Graphic Arts (Digital Printing)	36	3
	ICP40610	Certificate IV in Printing and Graphic Arts (Management/Sales)	36	3
	ICP20110	Certificate II in Printing and Graphic Arts (General)	12	1
	ICP50110	Diploma of Printing and Graphic Arts (Digital Production)	48	3
	ICP50310	Diploma of Printing and Graphic Arts (Printing)	48	3
	ICP50410	Diploma of Printing and Graphic Arts (Management/Sales)	48	3
	ICP50510	Diploma of Printing and Graphic Arts (Process Improvement)	48	3

South Australia

## **Fair Work (Continuity of Industrial Arrangements— Local Government Sector) Proclamation 2010**

under Schedule 2A of the *Fair Work Act 1994*

### **1—Short title**

This proclamation may be cited as the *Fair Work (Continuity of Industrial Arrangements—Local Government Sector) Proclamation 2010*.

### **2—Local government awards**

An award referred to in Schedule 1 is brought within the ambit of clause 3 of Schedule 2A of the *Fair Work Act 1994*.

### **Schedule 1—Local government awards**

Municipal Employees (Adelaide City Council) Award 1998

Adelaide City Corporation Award

Nurses (ANF—South Australian Private Sector) Award 2003

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

with the advice and consent of the Executive Council  
on 4 November 2010

MIR10/021CS

South Australia

## **Liquor Licensing (Dry Areas—Short Term) Variation Regulations 2010**

under the *Liquor Licensing Act 1997*

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### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

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

- 4 Variation of Schedule 1—Short term dry areas
- 

### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *Liquor Licensing (Dry Areas—Short Term) Variation Regulations 2010*.

#### **2—Commencement**

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

#### **3—Variation provisions**

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

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

#### **4—Variation of Schedule 1—Short term dry areas**

Schedule 1, item headed "Spalding—Area 1", column headed "Period"—delete "12 noon on 28 November 2009 to 12 noon on 29 November 2009." and substitute:

12 noon on 27 November 2010 to 12 noon on 28 November 2010.

#### **Note—**

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

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 4 November 2010

No 215 of 2010

10MCA0040CS

South Australia

## **Liquor Licensing (Dry Areas—Short Term) Variation Regulations 2010**

under the *Liquor Licensing Act 1997*

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### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

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

- 4 Variation of Schedule 1—Short term dry areas
- 5 Variation of Schedule 2—Plans of short term dry areas

#### **Schedule 1—Plan to be substituted**

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### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *Liquor Licensing (Dry Areas—Short Term) Variation Regulations 2010*.

#### **2—Commencement**

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

#### **3—Variation provisions**

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

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

#### **4—Variation of Schedule 1—Short term dry areas**

- (1) Schedule 1, item headed "Alexandrina Council—Area 1 (Chiton Rocks)", column headed "Period"—delete "6 pm on 31 December 2009 to 6 am on 1 January 2010." and substitute:  
6 pm on 30 December 2010 to 6 am on 2 January 2011.

- (2) Schedule 1, item headed "Alexandrina Council—Area 2 (Port Elliot)"—delete the item and substitute:

**Alexandrina Council—Area 2 (Port Elliot)**

(see Schedule 2: Alexandrina Council—Plan 2)

<p>The area in and adjacent to Port Elliot bounded as follows: commencing at the point at which the eastern boundary of Lot 26 of DP 74300 meets the northern boundary of Railway Terrace (approximately 50 metres west of the western boundary of Bennett Road), then easterly along the northern boundary of Railway Terrace to the western boundary of Carfax Street, then northerly along that boundary of Carfax Street to the point at which it is intersected by the prolongation in a straight line of the northern boundary of Battunga Avenue, then generally easterly, south-easterly and easterly along that prolongation and boundary of Battunga Avenue and the prolongation in a straight line of that boundary to the eastern boundary of Rosetta Terrace, then southerly along that boundary of Rosetta Terrace to the northern boundary of Barbara Street, then easterly along that boundary of Barbara Street to the point at which it intersects the eastern boundary of Hutton Street, then southerly along that boundary of Hutton Street to the northern boundary of Merrilli Place, then easterly along that boundary of Merrilli Place to the point at which it is intersected by the prolongation in a straight line of the eastern boundary of The Esplanade, then south-easterly along that prolongation and boundary of The Esplanade to the western boundary of Lot 101 of DP 46201, then south-easterly and easterly along that boundary of Lot 101 and the southern boundaries of the adjoining Lots to the western boundary of The Strand, then northerly along that boundary of The Strand to the point at which it intersects the southern boundary of Torrens Street, then in a straight line by the shortest route (across The Strand) to the point at which the southern boundary of Murray Place meets the eastern boundary of The Strand, then easterly and north-easterly along that boundary of Murray Place to the point at which</p>	<p>6 pm on 30 December 2010 to 6 am on 2 January 2011.</p>	<p>The consumption of liquor is prohibited and the possession of liquor is prohibited.</p>
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it meets the prolongation in a straight line of the southern boundary of Freeling Street, then north-easterly along that prolongation of the southern boundary of Freeling Street to the point at which it intersects the low water mark of Horseshoe Bay, then generally south-westerly, south-easterly, south-westerly and westerly along the low water mark to the point at which the low water mark is intersected by the prolongation in a straight line of the eastern boundary of Lot 26 of DP 74300, then northerly along that prolongation of the eastern boundary of Lot 26 to the point of commencement. The area includes the whole of any wharf, jetty, boat ramp, breakwater or other structure that projects below the low water mark from within the area described above (as well as any area beneath such a structure).

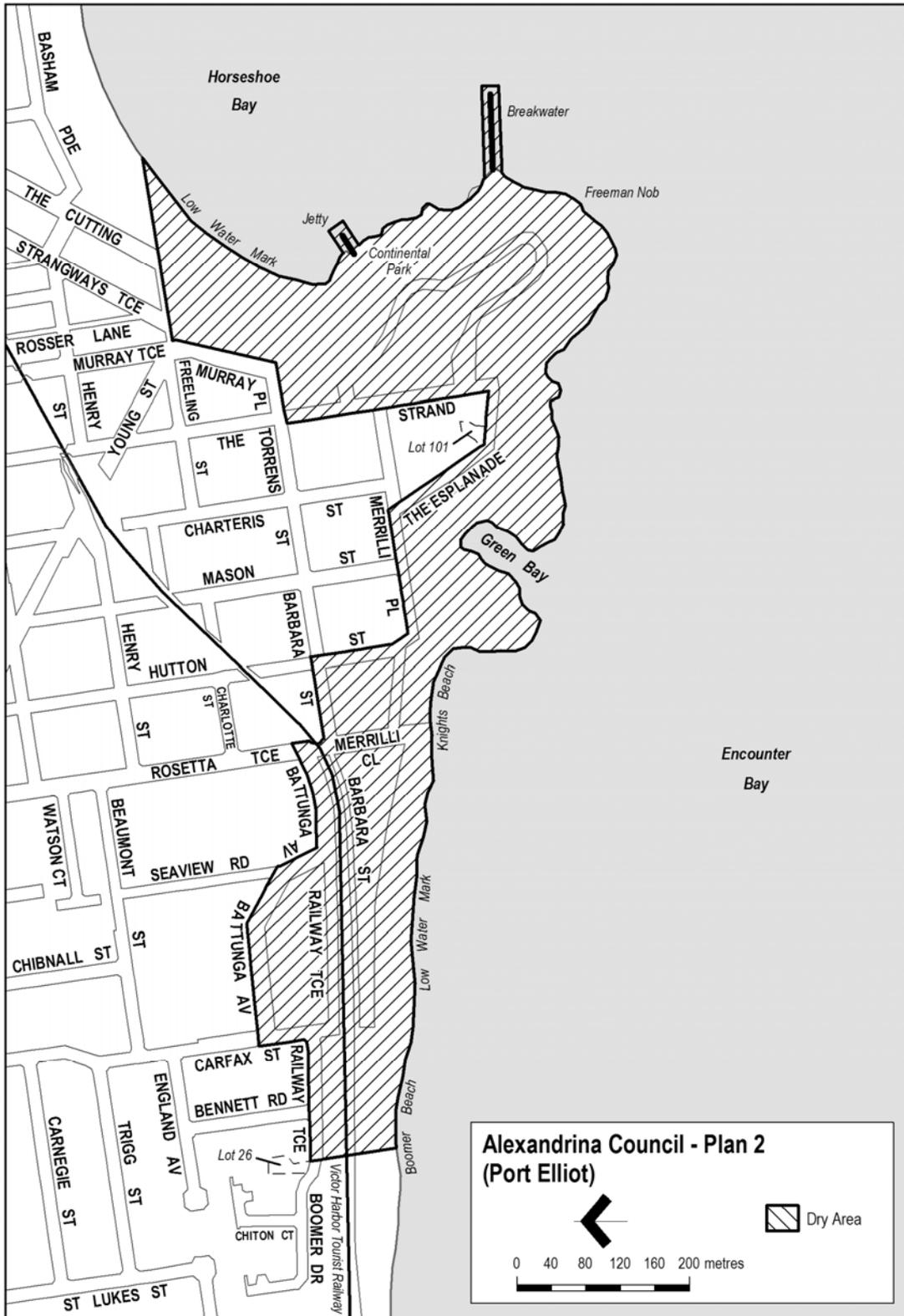
- (3) Schedule 1, item headed "Alexandrina Council—Area 3 (Middleton)", column headed "Period"—delete "6 pm on 31 December 2009 to 6 am on 1 January 2010." and substitute:  
6 pm on 30 December 2010 to 6 am on 2 January 2011.
- (4) Schedule 1, item headed "Alexandrina Council—Area 4 (Goolwa Beach Carpark)", column headed "Period"—delete "6 pm on 31 December 2009 to 6 am on 1 January 2010." and substitute:  
6 pm on 30 December 2010 to 6 am on 2 January 2011.
- (5) Schedule 1, item headed "Alexandrina Council—Area 5 (Rotunda Reserve Area)", column headed "Period"—delete "6 pm on 31 December 2009 to 6 am on 1 January 2010." and substitute:  
6 pm on 30 December 2010 to 6 am on 2 January 2011.
- (6) Schedule 1, item headed "Alexandrina Council—Area 6 (Basham Beach Area)", column headed "Period"—delete "6 pm on 31 December 2009 to 6 am on 1 January 2010." and substitute:  
6 pm on 30 December 2010 to 6 am on 2 January 2011.

### **5—Variation of Schedule 2—Plans of short term dry areas**

Schedule 2, plan headed "Alexandrina Council—Plan 2 (Port Elliot)"—delete the plan and substitute the plan headed "Alexandrina Council—Plan 2" in Schedule 1 of these regulations

# Schedule 1—Plan to be substituted

## Alexandrina Council—Plan 2



**Note—**

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

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 4 November 2010

No 216 of 2010

10MCA0038CS

South Australia

## Liquor Licensing (Dry Areas—Short Term) Variation Regulations 2010

under the *Liquor Licensing Act 1997*

### Contents

#### Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

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

- 4 Variation of Schedule 1—Short term dry areas

### Part 1—Preliminary

#### 1—Short title

These regulations may be cited as the *Liquor Licensing (Dry Areas—Short Term) Variation Regulations 2010*.

#### 2—Commencement

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

#### 3—Variation provisions

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

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

#### 4—Variation of Schedule 1—Short term dry areas

Schedule 1, item headed "Stirling—Area 1"—delete the item and substitute:

##### Stirling—Area 1

(there is no plan for this area)

<p>The area in and adjacent to Stirling bounded as follows: commencing at the point at which the prolongation in a straight line of the eastern boundary of Gould Road intersects the northern boundary of Old Mount Barker Road, then</p>	<p>12 noon on 5 November 2010 to 12 noon on 6 November 2010.</p>	<p>The consumption of liquor is prohibited and the possession of liquor is prohibited.</p>
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generally south-westerly along that prolongation and boundary of Gould Road, the eastern boundary of Twin Street and the prolongation in a straight line of the eastern boundary of Twin Street to the south-western boundary of Milan Terrace, then generally north-westerly along that boundary of Milan Terrace and of Ayers Hill Road to the point at which the south-western boundary of Ayers Hill Road is intersected by the prolongation in a straight line of the northern boundary of Braemar Terrace, then generally north-easterly and northerly along that prolongation and boundary of Braemar Terrace to the point at which it meets the southern boundary of Devon Avenue, then in a straight line by the shortest route to the point at which the south-western boundary of Melrose Avenue meets the northern boundary of Devon Avenue, then north-easterly along the prolongation in a straight line of the northern boundary of Devon Avenue to the eastern boundary of Glenside Road, then southerly along that boundary of Glenside Road to the north-western boundary of Ackland Avenue, then north-easterly along that boundary of Ackland Avenue and the prolongation in a straight line of that boundary (approximately parallel to the north-western boundary of the South-Eastern Freeway) to the point at which that prolongation intersects the north-eastern boundary of Old Mount Barker Road, then generally south-easterly and easterly along that boundary of Old Mount Barker Road to the point of commencement.

**Note—**

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

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 4 November 2010

No 217 of 2010

10MCA0042CS

South Australia

## **State Records Variation Regulations 2010**

under the *State Records Act 1997*

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### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### **Part 2—Variation of *State Records Regulations 1998***

- 4 Variation of regulation 3A—Exclusions from application of Act
- 

### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *State Records Variation Regulations 2010*.

#### **2—Commencement**

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

#### **3—Variation provisions**

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

### **Part 2—Variation of *State Records Regulations 1998***

#### **4—Variation of regulation 3A—Exclusions from application of Act**

Regulation 3A(1)—delete subregulation (1) and substitute:

- (1) Pursuant to section 4 of the Act, the application of the Act to the official records of the Security Intelligence Section of South Australian Police is modified so that only section 23(1) and (3) apply to the records.

#### **Note—**

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

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 4 November 2010

No 218 Of 2010

MPSM10/003CS

South Australia

## Livestock Variation Regulations 2010

under the *Livestock Act 1997*

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### Contents

#### Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### Part 2—Variation of *Livestock Regulations 1998*

- 4 Variation of regulation 4—Interpretation
- 5 Variation of regulation 26—Interpretation
- 6 Insertion of regulations 26A and 26B
  - 26A Chief Inspector may authorise acts otherwise prohibited under this Part
  - 26B Records kept under this Part
- 7 Substitution of Part 6 Divisions 2 to 3A
  - Division 2—Identification of cattle, sheep and goats
    - 27 Application of Division
    - 27A PIDs
    - 27B Movement documentation
    - 27C NLIS notification before removal of animals from land of pasture
    - 27D NLIS notification after animals moved to different land of pasture
    - 27E Animals at livestock saleyards must have PID and movement documentation
    - 27EA NLIS notification of animals consigned to livestock saleyard for sale
    - 27EB NLIS notification of movement of bobby calves from land of pasture to abattoir
    - 27EC Animals at abattoirs must have PID and movement documentation
    - 27ED NLIS notification when animals slaughtered
    - 27EF Identification of animal at abattoir must be possible until fitness for human consumption assessed
    - 27F False or misleading statements under this Division
- 8 Variation of regulation 27G—Identification of deer
- 9 Variation of regulation 27H—Removal of livestock in contravention of this Part
- 10 Variation of regulation 28—Types of devices
- 11 Variation of regulation 29—Identification codes
- 12 Variation of regulation 29A—Authorisation of manufacturers and recyclers
- 13 Variation of regulation 29B—Supply of tags and devices
- 14 Substitution of regulations 29C and 29D
  - 29C Animal must not have more than 1 PID
  - 29D PIDs and tags must bear correct information
  - 29DA Removal and disposal of PIDs
- 15 Variation of regulation 29E—Replacement of lost devices other than at livestock saleyards
- 16 Variation of regulation 29F—Offence to alter or deface tags and devices

#### Schedule 1—Transitional provision

- 1 Prescribed database manager to continue as NLIS database manager
-

## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Livestock Variation Regulations 2010*.

### 2—Commencement

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

### 3—Variation provisions

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

## Part 2—Variation of *Livestock Regulations 1998*

### 4—Variation of regulation 4—Interpretation

- (1) Regulation 4, definition of *HGP free tag*—delete "transaction"
- (2) Regulation 4, definition of *transaction tag*—delete the definition

### 5—Variation of regulation 26—Interpretation

- (1) Regulation 26(1)—before the definition of *authorised manufacturer* insert:

*animal holding area* includes a goat depot;
- (2) Regulation 26(1), definition of *authorised manufacturer*—delete "transaction tags, identification tags or permanent identification devices" and substitute:

identification tags or PIDs
- (3) Regulation 26(1), definition of *authorised recycler*—delete "permanent identification devices" and substitute:

PIDs
- (4) Regulation 26(1)—after the definition of *authorised recycler* insert:

*bobby calf* means a weaned calf of or under 6 weeks of age;
- (5) Regulation 26(1), definition of *breeder*—delete the definition and substitute:

*cattle* includes buffalo and bobby calves but does not include deer;

*destination land*, in relation to the movement of animals, means the land to which the animals are or are to be moved;
- (6) Regulation 26(1)—after the definition of *identification code* insert:

*land of dispatch*, in relation to the movement of animals, means the land from which the animals are, or are to be, removed;

*live export depot* means premises at which livestock are prepared or inspected for live export;
- (7) Regulation 26(1)—delete the definition of *national vendor declaration* and substitute:

*movement documentation*—see regulation 27B;

***national vendor declaration***, in relation to animals of a particular type, means a vendor declaration of a kind designated, for the time being by the Chief Inspector by notice in the Gazette as a national vendor declaration for animals of that type for the purposes of these regulations;

***NLIS*** means National Livestock Identification System;

***NLIS database manager*** means the person designated for the time being by the Chief Inspector by notice in the Gazette as the NLIS database manager for the purposes of these regulations;

***non-functioning PID***, in relation to an electronic PID, means a PID that fails to provide a reading when scanned;

***over-the-hooks sale*** means the sale of the carcass of an animal on the basis of the weight of the carcass immediately after slaughter (commonly known as hot standard carcass weight);

- (8) Regulation 26(1) definitions of ***permanent identification device*** and ***prescribed database manager***—delete the definitions and substitute:

***PID*** or ***permanent identification device*** means a device for the permanent identification of livestock of a particular class obtained from an authorised manufacturer or an authorised recycler or a person authorised under a corresponding law to manufacture or recycle such devices or through an ordering system approved under a corresponding law;

***port for live export*** includes a wharf, airport or other area at which livestock are assembled immediately before their live export, but does not include a live export depot;

***prescribed movement details***—see subregulation (2);

***prescribed premises*** means—

- (a) premises on which a special event is held; or
- (b) an animal feedlot; or
- (c) an animal holding area; or
- (d) a live export depot; or
- (e) a pound;

***sheep health statement*** means a declaration about the health of sheep in a form approved by the Chief Inspector;

***special event*** means an event at which animals are exhibited, or involved in a competitive activity, and includes a show, fair, rodeo and campdraft;

***stock agent***, in relation to a vendor or purchaser of livestock, means a person who, for fee or reward, arranges for the sale or purchase of the livestock on behalf of the vendor or purchaser;

***unmanaged goat*** means a goat other than a goat kept or usually kept in a domestic or captive state.

- (9) Regulation 26(2)—delete subregulation (2) and substitute:
- (2) For the purposes of this Part, the *prescribed movement details*, for animals being moved, means the following details:
- (a) the number of animals and the type of animals (that is, whether cattle, sheep or goats) being moved;
  - (b) the serial number of the national vendor declaration (if any) accompanying the animals during their movement;
  - (c) the date on which the animals are being moved;
  - (d) the identification code of the land of dispatch;
  - (e) the identification code of the destination land;
  - (f) in addition—
    - (i) in the case of sheep or goats that were bred on the land of dispatch—that fact; and
    - (ii) in the case of sheep or goats that were not bred on the land of dispatch and are not identified with a PID bearing the identification code of the land of dispatch—the number or code on each PID attached to the animals; and
    - (iii) in the case of cattle—the number or code on each animal's PID.
- (3) For the purposes of this Part—
- (a) an animal will not be regarded as being removed from land if that land and the destination land have the same identification code;
  - (b) an animal will not be regarded as being pastured on land if—
    - (i) it is kept for a period not exceeding 7 days at a livestock saleyard to which it has been consigned for sale; or
    - (ii) it is kept for a period not exceeding 7 days at an abattoir at which it is to be slaughtered;
  - (c) an animal will not be taken to be bred on land unless it has been pastured on the land since its birth;
  - (d) a requirement to provide to a person, or notify a person of, details comprised of a number or code on a PID will be satisfied if either of the following is provided:
    - (i) the number or code generated when the PID is scanned; or
    - (ii) the number or code that appears on the exterior of the PID or tag;
  - (e) the NLIS database manager will only be taken to be notified if notified in a manner authorised by the NLIS database manager;
  - (f) a reference to the operator of prescribed premises will, in the case of premises on which a special event is held, be taken to be a reference to the person in charge of the special event.

## 6—Insertion of regulations 26A and 26B

After regulation 26 insert:

### **26A—Chief Inspector may authorise acts otherwise prohibited under this Part**

The Chief Inspector may authorise (in accordance with regulation 5A) an act or activity that would otherwise be prohibited under this Part.

### **26B—Records kept under this Part**

A person who is required to keep a record under this Part must, at the request of an inspector or other person authorised in writing by the Chief Inspector, produce the record for inspection.

Maximum penalty: \$2 500.

Expiation fee: \$210.

## 7—Substitution of Part 6 Divisions 2 to 3A

Part 6 Divisions 2 to 3A (inclusive)—delete the Divisions and substitute:

### **Division 2—Identification of cattle, sheep and goats**

#### **27—Application of Division**

This Division applies only in relation to cattle, sheep and goats.

#### **27A—PIDs**

- (1) For the purposes of this Division, an animal will not be taken to be identified with a PID unless—
  - (a) in the case of cattle—
    - (i) a PID is attached to the off-side ear of the animal, with the component of the PID containing the electronic microchip placed on the inside of the ear; or
    - (ii) a PID is inserted in the animal and a tag, indicating that the animal has such a PID inserted in it, attached to the off-side ear of the animal; or
  - (b) in the case of sheep or goats—a PID is attached to an ear of the animal.
- (2) The owner or person responsible for the management of an animal must not bring the animal into the State or remove the animal from land on which it has been pastured unless the animal is identified with a PID.

Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (3) Subregulation (2) does not apply to an unmanaged goat that is—
  - (a) captured; and
  - (b) pastured on land for a period not exceeding 6 weeks; and
  - (c) consigned from the land to an abattoir for slaughter and over-the-hooks sale.

**27B—Movement documentation**

- (1) For the purposes of this Division, movement documentation, in relation to animals being moved, must comprise—
  - (a) either—
    - (i) a copy of the vendor declaration completed in relation to the animals; or
    - (ii) a document containing—
      - (A) the prescribed details (see subregulation (6)) in relation to the animals; and
      - (B) the name and signature of the person completing the document; and
  - (b) in addition, in the case of sheep other than sheep consigned direct from a livestock saleyard outside the State to an abattoir in the State for slaughter—a sheep health statement.
- (2) The owner or person responsible for the management of animals that are brought into this State or removed from land on which they have been pastured (the *consignor*), is guilty of an offence unless movement documentation that complies with subregulation (1) in relation to the animals—
  - (a) accompanies the animals during their movement; and
  - (b) is provided to a person (the *consignee*) as follows:
    - (i) if the animals are brought into the State or removed for the purposes of sale by a stock agent—to the stock agent;
    - (ii) if the animals are brought into the State or removed for the purposes of direct sale to a purchaser—to the purchaser or the person responsible for the management of the animals following the sale;
    - (iii) if the animals are brought into the State or removed for the purposes of their movement to an abattoir or prescribed premises—
      - (A) to the person responsible for the management of the animals following their movement; and
      - (B) to the operator of the abattoir or prescribed premises;
    - (iv) in any other case—to the person responsible for the management of the animals following their movement.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) If animals at a livestock saleyard are sold by a stock agent, a copy of the movement documentation, or a document containing the prescribed movement details, relating to the movement of the animals to the saleyard must be provided by the agent to a person (the *consignee*) as follows:
- (a) if the animals are to be consigned direct to an abattoir for slaughter—
    - (i) to the person responsible for the management of the animals at the abattoir; and
    - (ii) to the operator of the abattoir,by the end of the day of sale;
  - (b) in any other case—to the purchaser or the person responsible for the management of the animals following the sale within 2 working days after the sale.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (4) Without limitation, a stock agent will be taken to have complied with subregulation (3) if, within the period specified, the agent has—
- (a) uploaded the copy of the documentation to the NLIS database; and
  - (b) notified the consignee of that upload.
- (5) Records of documentation under this regulation must be kept as follows:
- (a) a consignor must keep a copy of the movement documentation relating to the consignment for at least 7 years;
  - (b) a consignee (other than the operator of an abattoir or the person in charge of a special event) must keep a copy of the movement documentation relating to the consignment for at least 7 years;
  - (c) a consignee who is the operator of an abattoir or the person in charge of a special event must keep a copy of the movement documentation relating to the consignment for at least 2 years.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (6) In this regulation—

*prescribed details*, in relation to animals being moved, means the following:

- (a) the number of animals and the type of animals (that is, whether cattle, sheep or goats) being moved;
- (b) the breed, gender and approximate age of the animals;
- (c) the date on which the animals are being moved;
- (d) the identification code of the land of dispatch;
- (e) the identification code of the destination land (or the address or a description of the location of that land);

- (f) in addition—
  - (i) in the case of sheep or goats that were bred on the land of dispatch—that fact; and
  - (ii) in the case of sheep or goats that were not bred on the land of dispatch and are not identified with a PID bearing the identification code of the land of dispatch—the number or code on each PID attached to the animals; and
  - (iii) in the case of bobby calves—
    - (A) the date and time movement commenced; and
    - (B) the name and signature of the person responsible for the management of the animals during their movement.

### **27C—NLIS notification before removal of animals from land of pasture**

If an animal is pastured on land (other than land on which it was bred), the owner or person responsible for the management of the animal must not remove the animal from that land unless the NLIS database manager has been notified of—

- (a) the number or code on the animal's PID; and
- (b) the identification code of the land; and
- (c) in addition, in the case of sheep or goats—the identification codes of any other land on which the animal has previously been pastured as far as may be reasonably ascertained (for example, from movement documentation relating to the movement of the animal).

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **27D—NLIS notification after animals moved to different land of pasture**

- (1) Subject to this regulation, if an animal is removed from land on which it has been pastured (the *land of dispatch*) and pastured on other land (the *destination land*), the following provisions apply:
  - (a) if the land of dispatch is land or premises other than prescribed premises or a port for live export, the owner or person responsible for the management of the animal after its arrival at the destination land must notify the NLIS database manager of the prescribed movement details relating to the movement of the animal to the destination land—
    - (i) in the case of cattle—within 2 working days after the arrival of the animal at the destination land, or before the animal is removed from the destination land, whichever occurs earlier; and

- (ii) in the case of sheep or goats—within 7 working days after the arrival of the animal at the destination land, or before the animal is removed from the destination land, whichever occurs earlier;
- (b) if the destination land is prescribed premises, the operator of the prescribed premises must notify the NLIS database manager, by the end of the next working day after the arrival of the animal at the premises, of—
  - (i) in the case of the movement of cattle to premises on which a special event of 3 days or less is held before their direct return to the land of dispatch—
    - (A) the number or code on each animal's PID; and
    - (B) the date on which each animal's electronic PID is scanned at the special event; and
    - (C) the identification code of the premises of the special event; and
  - (ii) in the case of prescribed premises comprised of a pound—
    - (A) the date of impoundment; and
    - (B) the identification code of the pound; and
    - (C) the identification code of the land on which the animal was last pastured, or, if that code is not known, the identification code approved by the Chief Inspector for use in the circumstances as a default code; and
    - (D) the number or code on each of the animal's PIDs including, in the case of an animal that arrived at the pound without being identified with a PID, the number or code of the replacement PID attached to the animal at the pound; and
    - (E) in addition, in the case of sheep or goats—the total number of animals in the consignment (including the animal); and
  - (iii) in any other case—
    - (A) the prescribed movement details relating to the movement of the animal to the prescribed premises; and
    - (B) the date of arrival of the animal at the prescribed premises;

- (c) if the land of dispatch is prescribed premises other than an animal feedlot and the destination land is land or premises other than a port for live export, the operator of the prescribed premises must notify the NLIS database manager, by the end of the next working day after the removal of the animal from the prescribed premises, of the prescribed movement details relating to the movement of the animal to the destination land;
- (d) if the land of dispatch is a live export depot and the destination land is a port for live export, the operator of the depot must, by the end of the next working day after the removal of the animal from the depot, notify the NLIS database manager of—
  - (i) the date of removal of the animal; and
  - (ii) the identification code of the depot; and
  - (iii) the identification code of the port; and
  - (iv) in addition—
    - (A) in the case of sheep or goats—the total number of animals in the consignment (including the animal); and
    - (B) in the case of cattle—the number or code on each animal's PID.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) The owner or person responsible for the management of an animal after its arrival at prescribed premises must provide the operator of the premises with information necessary for that person to comply with subregulation (1)(b).

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) The owner or person responsible for the management of an animal after its removal from prescribed premises must provide the operator of the premises with information necessary for that person to comply with subregulation (1)(c) or (1)(d).

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (4) If the owner or person responsible for the management of an animal becomes aware that information provided to the operator of prescribed premises or the NLIS database manager in respect of the animal under this regulation is inaccurate or incomplete or that the animal was not moved direct to the destination contemplated at the time the information was provided, the person must, as soon as practicable, notify the NLIS database manager of the correct or complete information.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (5) It is not a defence to a charge of an offence under this regulation comprised of a failure to notify the NLIS database manager of the identification code of destination land to establish that an identification code had not previously been allotted to the land.
- (6) For the purposes of this regulation, if an animal is removed from land of dispatch and unloaded at any other land or premises (including a livestock saleyard) during transit, that other land or premises will be taken to be the destination land.

**27E—Animals at livestock saleyards must have PID and movement documentation**

- (1) If an animal at a livestock saleyard is not identified with a PID, the owner and the person responsible for the management of the animal immediately before its movement to the saleyard are each guilty of an offence.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) If, at a livestock saleyard, an animal—
  - (a) that is not identified with a PID; or
  - (b) in respect of which movement documentation relating to the movement of the animal to the saleyard has not been provided as required under regulation 27B,

is sold, the saleyard operator, the stock agent acting on behalf of the vendor and the person responsible for the management of the animal at the saleyard are each guilty of an offence.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) If an animal bears a non-functioning PID, the operator of the saleyard or a stock agent may cause the animal to be identified with a replacement PID bearing the identification code of the saleyard.

- (4) Before an animal that is not identified with a PID, or bears a non-functioning PID, is removed from a livestock saleyard—

- (a) the operator of the saleyard or a stock agent must, if the animal is not identified with a PID, cause the animal to be identified with a replacement PID bearing the identification code of the saleyard; and

- (b) the operator of the saleyard must notify the NLIS database manager of—

- (i) the prescribed movement details relating to the movement of the animal to the saleyard (including, in the case of a non-functioning PID, the number or code on that PID); and

- (ii) the number or code on any replacement PID.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (5) If an animal is identified with a replacement PID under subregulation (3) or (4), the saleyard operator or stock agent must make, and keep for at least 2 years, a written record of—
- (a) the prescribed movement details relating to the movement of the animal to the saleyard; and
  - (b) the name of the person responsible for causing the animal to be identified with the replacement PID; and
  - (c) the date on which the PID was attached or inserted; and
  - (d) the name of the vendor of the animal.

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **27EA—NLIS notification of animals consigned to livestock saleyard for sale**

- (1) The following provisions apply in relation to animals consigned to a livestock saleyard for sale:
- (a) by the end of each day on which animals are offered for sale at the saleyard, the operator of the saleyard must notify the NLIS database manager—
    - (i) for each animal that arrives at the saleyard and is sold at the saleyard on that day, of—
      - (A) the prescribed movement details relating to the movement of the animal to the saleyard; and
      - (B) the date of the sale; and
    - (ii) for each animal that arrives at the saleyard but is not sold at the saleyard on that day, of—
      - (A) the prescribed movement details relating to the movement of the animal to the saleyard; and
      - (B) the date of the arrival; and
      - (C) in addition, in the case of an animal that was dead on arrival—the identification code approved by the Chief Inspector for use in the circumstances as a default deceased code;
  - (b) the operator of the saleyard must, for each animal sold at the saleyard, update the entry in the database for the animal with details as follows:
    - (i) if, by the end of the day of sale of the animal, the operator is aware of the destination land for the animal, the operator must—
      - (A) if the destination land is an abattoir—by the end of that day; or
      - (B) in any other case—within 2 working days after the sale,

update the entry with the identification code of that land and, in the case of sheep or goats, the total number of animals in the consignment (including the animal) that are to be or have been moved direct to that land;

- (ii) if, by the end of the day of sale of the animal, the operator is not aware of the destination land for the animal, the operator must, within 2 working days after the sale, update the entry with—
  - (A) the identification code of the stock agent acting on behalf of the purchaser of the animal, or, if no such agent was used, the stock agent acting on behalf of the vendor of the animal; and
  - (B) in the case of sheep or goats, the total number of animals in the consignment (including the animal) that are to be or have been moved direct to the destination land;
- (c) if the operator of the saleyard updates the entry in the database for an animal with the identification code of a stock agent under paragraph (b)(ii)(A), the operator must ensure that the stock agent is aware that his or her identification code has been used for that purpose;
- (d) before, or as soon as practicable (and, in any event, within 2 working days) after, an animal that has not been sold at the saleyard is removed from the saleyard, the operator of the saleyard must update the entry in the database for that animal with the identification code of the destination land for the animal;
- (e) before, or as soon as practicable (and, in any event, within 2 working days) after an animal that has died at the saleyard is disposed of at the saleyard or removed from the saleyard, the operator of the saleyard must update the entry in the database for that animal with the identification code approved by the Chief Inspector for use in the circumstances as a default deceased code;
- (f) if the operator of the saleyard becomes aware that information provided to the NLIS database manager is inaccurate or incomplete through an omission or error made by the operator, the operator must, as soon as practicable, provide the correct or complete information.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) A person (whether or not a stock agent) who offers an animal for sale at a livestock saleyard must provide the operator of the saleyard with information necessary for the operator to comply with subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) A person (whether or not a stock agent) who purchases an animal at a livestock saleyard must comply with the following provisions:
- (a) if the destination land for the animal has been determined before the end of the day of the purchase, the person must, on that day, notify the operator of the saleyard of the identification code of that land;
  - (b) if the destination land for the animal has not been determined before the end of the day of the purchase, the person must, on that day, notify the operator of the saleyard of the identification code of the stock agent acting on behalf of the purchaser, or, if no such agent was used, the stock agent acting on behalf of the vendor.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (4) If a person notifies the saleyard operator of the identification code of destination land under subregulation (3)(a), the agent must, as soon as practicable (and, in any event, within 2 working days) after that notification, give written notice to the purchaser of the animal setting out details of the identification code provided.

Maximum penalty: \$5 000.

Expiation fee: \$315.

**Note—**

The notice may be included on an invoice.

- (5) If a person notifies the saleyard operator of the identification code of a stock agent under subregulation (3)(b), the person must ensure that the stock agent is aware that his or her identification code has been used for that purpose.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (6) A stock agent whose identification code has been provided to the saleyard operator under subregulation (3)(b) must, before, or as soon as practicable (and, in any event, within 7 working days) after, the animal is removed from the saleyard, notify the NLIS database manager of the identification code of the destination land for the animal.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (7) If a stock agent notifies the NLIS database manager of the identification code of destination land under subregulation (6), the agent must, as soon as practicable (and, in any event, within 2 working days) after that notification, give written notice to the purchaser of the animal setting out details of the identification code provided.

Maximum penalty: \$5 000.

Expiation fee: \$315.

**Note—**

The notice may be included on an invoice.

- (8) It is not a defence to a charge of an offence against subregulation (3) to establish that an identification code had not previously been allotted to the land or person concerned.
- (9) A person selling or purchasing an animal through a stock agent must provide the stock agent with information necessary for the stock agent to comply with this regulation.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (10) If the purchaser of an animal becomes aware that information provided to the operator of a livestock saleyard or the NLIS database manager in respect of the animal under this regulation is inaccurate or incomplete or that an animal was not moved direct to the destination land contemplated at the time the information was provided, the purchaser must, as soon as practicable, notify the NLIS database manager of the correct or complete information.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.

**27EB—NLIS notification of movement of bobby calves from land of pasture to abattoir**

The person responsible for transporting bobby calves from land on which they have been pastured to an abattoir must—

- (a) ensure that the PID attached to each calf is scanned and the electronic information recorded before removal of the calves from the land; and
- (b) notify the NLIS database manager, before the end of the day of arrival of the calves at the abattoir or before their slaughter (whichever occurs first), of the prescribed movement details relating to the movement of the calves to the abattoir.

Maximum penalty: \$5 000.

Expiation fee: \$315.

**27EC—Animals at abattoirs must have PID and movement documentation**

- (1) If an animal at an abattoir is not identified with a PID, the owner and the person responsible for the management of the animal immediately before its movement to the abattoir are each guilty of an offence.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) If, at an abattoir, an animal—
- (a) that is not identified with a PID; or
- (b) in respect of which—

- (i) in the case of an animal that was moved direct to the abattoir from land on which it was pastured—movement documentation relating to the movement of the animal to the abattoir has not been provided as required under regulation 27B(2); or
- (ii) in the case of an animal that was moved direct to the abattoir from a livestock saleyard to which it was consigned for sale and kept for a period not exceeding 7 days—documentation relating to the movement of the animal to the saleyard has not been provided as required under regulation 27B(3),

is slaughtered, the operator of the abattoir and the person responsible for the management or slaughter of the animal are each guilty of an offence.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) No offence is committed under subregulation (2) if the operator of the abattoir notifies an inspector, before the slaughter, of the omission and of as many prescribed movement details relating to the movement of the animal to the abattoir as may be reasonably ascertained in the circumstances.

### **27ED—NLIS notification when animals slaughtered**

- (1) The operator of an abattoir must, within 2 working days after slaughtering an animal, notify the NLIS database manager of—
  - (a) the date of slaughter of the animal; and
  - (b) in addition—
    - (i) in the case of cattle—
      - (A) if the animal was moved direct to the abattoir from land on which it was pastured—the prescribed movement details relating to the movement of the animal to the abattoir; or
      - (B) if the animal was moved direct to the abattoir from a livestock saleyard to which it had been consigned for sale and at which it had been kept for a period not exceeding 7 days—
        - the number or code on the animal's PID; and
        - the identification code of the land on which the animal was last pastured; or
    - (ii) in the case of sheep or goats—
      - (A) if the animal was moved direct to the abattoir from land on which it was pastured—the prescribed movement details relating to the movement of the animal to the abattoir; or

- (B) if the animal was moved direct to the abattoir from a livestock saleyard to which it had been consigned for sale and at which it had been kept for a period not exceeding 7 days—
- the type of animal (that is, whether sheep or goat); and
  - the total number of animals in the consignment to the abattoir (including the animal); and
  - the identification code of the saleyard.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) The operator of an abattoir must keep a written record of the details referred to in subregulation (1) (other than those details required to be kept by the operator under regulation 27B(5)) for at least 2 years.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) The owner or person responsible for the management of an animal at an abattoir must provide the operator of the abattoir with information necessary for the operator to comply with subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **27EF—Identification of animal at abattoir must be possible until fitness for human consumption assessed**

The operator of an abattoir must ensure that the abattoir has in place post-slaughter procedures approved by the Chief Inspector that will enable the determination, at any time until an assessment is made of the fitness for human consumption of the carcass of an animal, of—

- (a) in the case of an animal that was moved direct to the abattoir from land on which it was pastured—the prescribed movement details relating to the movement of the animal to the abattoir; or
- (b) in the case of an animal that was moved direct to the abattoir from a livestock saleyard to which it had been consigned for sale and at which it was kept for a period not exceeding 7 days—the prescribed movement details relating to the movement of the animal to the saleyard.

Maximum penalty: \$5 000.

Expiation fee: \$315.

**27F—False or misleading statements under this Division**

A person must not make a statement that is false or misleading in a material particular (whether by reason of the inclusion or omission of any particular) in any details required to be provided under this Division.

Maximum penalty/expiation fee:

- (a) If the person made the statement knowing that it was false or misleading:

Maximum penalty—\$10 000.

- (b) In any other case:

Maximum penalty—\$5 000.

Expiation fee—\$315.

**8—Variation of regulation 27G—Identification of deer**

Regulation 27G(2)—delete subregulation (2)

**9—Variation of regulation 27H—Removal of livestock in contravention of this Part**

- (1) Regulation 27H(1)—delete "transaction or" wherever occurring  
(2) Regulation 27(H)(1)(a)(ii)—delete "permanent identification devices" and substitute:

PIDs

**10—Variation of regulation 28—Types of devices**

Regulation 28(1)—delete "permanent identification device" and substitute:

PID

**11—Variation of regulation 29—Identification codes**

- (1) Regulation 29(3)(b)(ii)—delete "transaction or identification tags or permanent identification devices" and substitute:

identification tags or PIDs

- (2) Regulation 29(7)(a)—delete "prescribed" and substitute:

NLIS

**12—Variation of regulation 29A—Authorisation of manufacturers and recyclers**

- (1) Regulation 29A(a)—delete "transaction or"  
(2) Regulation 29A—delete "permanent identification devices" wherever occurring and substitute in each case:

PIDs

**13—Variation of regulation 29B—Supply of tags and devices**

- (1) Regulation 29B(a)—delete "transaction or"  
(2) Regulation 29B(a)—delete "permanent identification devices" and substitute:

PIDs

- (3) Regulation 29B(b)—delete paragraph (b) and substitute:
- (b) must keep records of the persons to whom the tags or devices are supplied and the number and type of tags or devices supplied in respect of each identification code.

#### **14—Substitution of regulations 29C and 29D**

Regulation 29C and 29D—delete the regulations and substitute:

##### **29C—Animal must not have more than 1 PID**

- (1) A person must not attach to or insert in an animal a PID if the animal already has a PID attached to or inserted in it.  
Maximum penalty: \$2 500.  
Expiation fee: \$210.
- (2) This regulation does not apply to the attachment of a post-breeder device to an animal—
- (a) in accordance with regulation 28(1)(b); or
- (b) as a replacement for any non-functioning PID.

##### **29D—PIDs and tags must bear correct information**

- (1) If a person attaches to or inserts in an animal a PID, or a tag, that bears an identification code of land other than—
- (a) the land on which the animal is then pastured; or
- (b) a livestock saleyard to which the animal has been consigned for sale and is then kept,
- the owner of the animal and any person who caused the PID or tag to be so attached or inserted are each guilty of an offence.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) If a person attaches a tag to an animal indicating that the animal has a PID inserted in it and the animal does not have a PID inserted in it, the owner of the animal and any person who caused the tag to be so attached are each guilty of an offence.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.

##### **29DA—Removal and disposal of PIDs**

- (1) A person must not remove a PID from an animal.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) Subregulation (1) does not apply—
- (a) to an inspector or a person acting in the course of his or her duties at an abattoir; or
- (b) to the removal of a non-functioning PID before its replacement with a functioning PID.

- (3) The operator of an abattoir must ensure that all PIDs removed from animals at the abattoir are, on a regular basis and in any event at least monthly—
  - (a) destroyed; or
  - (b) sent to an authorised recycler.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (4) Any other person who has possession of a PID in circumstances in which the person is not entitled to use the PID for the purposes of this Part must deal with or dispose of the PID in a manner approved by the Chief Inspector.

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **15—Variation of regulation 29E—Replacement of lost devices other than at livestock saleyards**

- (1) Regulation 29E(1)—delete "permanent identification device" wherever occurring and substitute in each case:

PID

- (2) Regulation 29E(1)—delete "and must, at the request of an inspector, produce the records for inspection"
- (3) Regulation 29E—after subregulation (2) insert:
  - (3) This regulation does not apply in relation to a replacement PID attached to an animal at a livestock saleyard under regulation 27E.

### **16—Variation of regulation 29F—Offence to alter or deface tags and devices**

- (1) Regulation 29F—delete ", without the authorisation of the Chief Inspector,"
- (2) Regulation 29F—delete "a transaction or identification tag or permanent identification device" and substitute:

an identification tag or PID

## **Schedule 1—Transitional provision**

### **1—Prescribed database manager to continue as NLIS database manager**

The person designated by notice in the Gazette immediately before the commencement of these regulations as the prescribed database manager will be taken, on that commencement, to be the NLIS database manager.

#### **Note—**

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

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 4 November 2010

No 219 of 2010

MAFF10/13CS

South Australia

## **Workers Rehabilitation and Compensation Variation Regulations 2010**

under the *Workers Rehabilitation and Compensation Act 1986*

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### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### **Part 2—Variation of *Workers Rehabilitation and Compensation Regulations 2010***

- 4 Revocation of regulation 16
- 

### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *Workers Rehabilitation and Compensation Variation Regulations 2010*.

#### **2—Commencement**

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

#### **3—Variation provisions**

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

### **Part 2—Variation of *Workers Rehabilitation and Compensation Regulations 2010***

#### **4—Revocation of regulation 16**

Regulation 16—delete the regulation

#### **Note—**

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

**Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 4 November 2010

No 220 of 2010

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CITY OF MARION  
DEVELOPMENT ACT 1993

*Castle Plaza Activity Centre Development Plan Amendment—  
Public Consultation*

NOTICE is hereby given that the City of Marion, pursuant to sections 24 and 25 of the Development Act 1993, has prepared a Development Plan Amendment Report (DPA) to amend its Development Plan.

The Amendment will change the Development Plan by proposing to review and revise the zoning of approximately 16 hectares of land in Edwardstown in order to facilitate the development of a mixed use (retail, commercial and residential) development at the Castle Plaza and former Hills Industries sites and adjacent land.

The DPA report will be on public consultation from 3 November 2010 until 12 January 2011.

Copies of the DPA report are available during normal office hours at the City of Marion Council Offices, 245 Sturt Road, Sturt. Alternatively the DPA report can be viewed on the Internet at [www.marion.sa.gov.au](http://www.marion.sa.gov.au).

Written submissions regarding the DPA should be submitted no later than 5 p.m. on 12 January 2011. All submissions should be addressed to the Chief Executive Officer, City of Marion, P.O. Box 21, Oaklands Park, S.A. 5046 and should clearly indicate whether you wish to be heard in support of your submission at the public hearing. If you wish to lodge your submission electronically, please email it to [council@marion.sa.gov.au](mailto:council@marion.sa.gov.au).

Copies of all submissions will be available for inspection at Council Offices from 17 January 2011 until the conclusion of the public hearing.

A public hearing will be held in February 2011 on a date to be advised at Council Offices at which time interested persons may be heard in relation to the DPA and the submissions. The public hearing will not be held if no submissions are received or if no submission makes a request to be heard.

If you would like further information about the DPA, contact David Melhuish on 83756721 or [dam@marion.sa.gov.au](mailto:dam@marion.sa.gov.au).

Dated 4 November 2010.

M. SEARLE, Chief Executive Officer

CITY OF MARION  
*Change of Road Name*

NOTICE is hereby given that the Council of the City of Marion has resolved, pursuant to section 219 (1) of the Local Government Act 1999, that a certain public road, being Banksia Avenue, Seacombe Gardens, be renamed to Syme Avenue, Seacombe Gardens. The change takes effect from 4 November 2010.

A Plan which delineates the public road which is subject to the change of road name is available for inspection at the Council's Office, 245 Sturt Road, Sturt, S.A., during the hours of 8.30 a.m. and 5 p.m. on weekdays.

M. SEARLE, Chief Executive Officer

CITY OF MITCHAM  
*Road Closure—Exclusion of Vehicles*

NOTICE is hereby given that Council at its meeting held on 25 May 2010, resolved pursuant to the powers contained in section 359 of the Local Government Act 1934, to exclude all vehicles travelling to and from the Hayman Retreat Road Reserve at the junction of Craighburn Road, with the exception of emergency vehicles.

J. JONES, Acting Chief Executive Officer

CITY OF MITCHAM  
*Road Closure—Exclusion of Vehicles*

NOTICE is hereby given that Council at its meeting held on 25 May 2010, resolved pursuant to the powers contained in section 359 of the Local Government Act 1934, to exclude all vehicles from Craighburn Road with the exception of:

- (a) Government vehicles of their agents;
- (b) members of the Dog Tracking Club of South Australia;
- (c) cyclists;
- (d) horse riders; and
- (e) emergency vehicles,

from a point approximately 10 m west of the intersection between Hayman Retreat and Craighburn Road and westwards of this point by means of installation of a gate.

J. JONES, Acting Chief Executive Officer

CITY OF MITCHAM

*Cancelled Council Meeting*

NOTICE is hereby given that the ordinary Council meeting scheduled for Wednesday, 10 November 2010 has been cancelled.

The next ordinary meeting of the Council will be held on Tuesday, 23 November 2010 at 7 p.m., which will be the first meeting of the new Council.

J. JONES, Acting Chief Executive Officer

CITY OF PLAYFORD

*Appointment*

NOTICE is hereby given that Matthew Pears, General Manager of City of Playford, has been appointed as the Public Officer for the Council Development Assessment Panel for the City of Playford.

Matthew Pears can be contacted at the following:

Office and Postal Address:  
12 Bishopstone Road,  
Davoren Park, S.A. 5113.

Telephone: (08) 8256 0333  
Fax: (08) 8256 0578  
Email: [playford@playford.sa.gov.au](mailto:playford@playford.sa.gov.au)  
Website: [www.playford.sa.gov.au](http://www.playford.sa.gov.au)

D. CHEHADE, Legal and Policy Advisor

PORT AUGUSTA CITY COUNCIL

*Exclusion of Land from the Classification as Community Land*

NOTICE is hereby given that Council at its meeting held on 25 October 2010, resolved to exclude 28A Jervois Street, Port Augusta, being Allotment 91 in Filed Plan 207275, Hundred of Davenport as described within certificate of title volume 5457, folio 868 from the Classification as Community Land.

G. PERKIN, City Manager

CITY OF SALISBURY

ROADS (OPENING AND CLOSING) ACT 1991

*Road Closure Walkway—Kalina Avenue/Montague Road,  
Para Vista*

NOTICE is hereby given pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that City of Salisbury proposes to make a Road Process Order to close the walkway situated between Kalina Avenue and Montague Road, Para Vista, subject to any easements that may be required. The portion of walkway to be closed is described as Lot 106 in Deposited Plan 7683 and delineated in Preliminary Plan No. 10/0049.

The portion of walkway to be closed marked 'A' on the plan is to be merged with the adjoining land (Allotment 37 in Deposited Plan 7683 in certificate of title volume 5378, folio 511) held by L. R. Violi and Estate of P Violi; and the portion of walkway to be closed marked 'B' on the plan is to be merged with the adjoining land (Allotment 60, Deposited Plan 7683 in certificate of title volume 5589, folio 527) held by S. J. and J. A. Ward.

A copy of the plan and statement of persons affected are available for public inspection at Council's Office, 12 James Street, Salisbury and the office of the Surveyor-General, 101 Grenfell Street, Adelaide, during normal office hours.

Any application for easement or objection must set out the full name, address and give details of the submission with fully supported reasons.

Any submissions must be made in writing within 28 days from 4 November 2010, to the Council, P.O. Box 8, Salisbury, S.A. 5108 and the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Enquiries relating to this matter can be directed to Tim Starr on 8406 8577.

Dated 4 November 2010.

S. HAINS, City Manager

#### LIGHT REGIONAL COUNCIL

##### *Temporary Road Closure*

NOTICE is hereby given that, pursuant to the provisions of section 359 of the Local Government Act 1934, as amended, all vehicles are excluded from the Roseworthy Road West at Roseworthy, effective from Monday, 8 November 2010 and Tuesday, 9 November 2010.

B. CARR, Chief Executive Officer

#### LIGHT REGIONAL COUNCIL

##### *Temporary Road Closure*

NOTICE is hereby given that, pursuant to the provisions of section 359 of the Local Government Act 1934, as amended, all vehicles are excluded from the Johnson Road and Perry Road at Kapunda, effective from Wednesday, 10 November 2010 to Friday, 12 November 2010.

B. CARR, Chief Executive Officer

#### DISTRICT COUNCIL OF MOUNT BARKER

##### DEVELOPMENT ACT 1993

##### *Development Plan Review for Strategic Directions Report— Public Consultation*

NOTICE is hereby given that in accordance with section 30 the District Council of Mount Barker is in the process of reviewing the Mount Barker Development Plan to prepare a Strategic Directions Report. In connection with the preparation of this report Council is undertaking public consultation.

To aid public submissions: Council has prepared an 'Urban Issues Discussion Paper' and a 'Rural Issues Discussion Paper' which consider strategic planning issues.

These discussion papers will be available for public inspection during normal business hours from 4 November 2010 until 12 January 2011, at the following locations:

- On Council website at [www.dcmtbarker.sa.gov.au](http://www.dcmtbarker.sa.gov.au).
- Mount Barker Council Offices, Level 1, 6 Dutton Road, Mount Barker.
- Mount Barker Community Library, 5 Dumas Street, Mount Barker.

Open days to answer enquires on the Development Plan review will be held at the following:

- 9 a.m. to 5 p.m. on Tuesday, 30 November 2010 at Council Offices, 6 Dutton Road, Mount Barker; and
- 1 p.m. to 7.30 p.m. on Thursday, 2 December 2010 at the Community Library, 5 Dumas Street, Mount Barker.

During the consultation period anyone can make a written submission.

All submissions should be sent to:

- By post to: Development Plan Review submission, P.O. Box 54, Mount Barker, S.A. 5251.
- By email to: [developmentplanreview@dcmtbarker.sa.gov.au](mailto:developmentplanreview@dcmtbarker.sa.gov.au).

Submissions should also clearly indicate whether you wish to speak at the public meeting on your submission.

Copies of all submissions received will be available for inspection by interested persons at the Council Offices, 6 Dutton Road, Mount Barker until the date of the public meeting.

A public meeting of Council's Strategic Planning and Development Policy Committee will be held in early 2011 (time and date to be determined) at the Council Chambers, 6 Dutton Road, Mount Barker. Those who indicate on their submission that they wish to be heard at the public meeting will receive written confirmation of the time and date. A public notice will be advertised advising of the time, date and location of the public meeting.

The public meeting may not be held if no submission indicates an interest in speaking at the public meeting.

Dated 4 November 2010.

A. STUART, Chief Executive Officer

#### PORT PIRIE REGIONAL COUNCIL

##### DEVELOPMENT ACT 1993

##### *Port Pirie Industrial Rezoning Development Plan Amendment— Public Consultation*

NOTICE is hereby given that the Port Pirie Regional Council, pursuant to sections 24 and 25 of the Development Act 1993, has prepared a Development Plan Amendment Report (DPA) to amend its Development Plan(s).

The Amendment will change the Development Plan by proposing to rezone an area adjacent Berths 5, 6 and 7 from Commercial Zone—Commercial Policy Area 13 to Industry Zone—Ports Policy Area 17.

The DPA report will be on public consultation from 28 October 2010 until 24 December 2010.

Copies of the DPA report are available during normal office hours at:

- Port Pirie Council Office, 115 Ellen Street, Port Pirie.

Alternatively, the DPA report can be viewed on the Internet at [www.pirie.sa.gov.au](http://www.pirie.sa.gov.au) or during normal office hours at the following location:

- Port Pirie Library, 95 Ellen Street, Port Pirie.

Written submissions regarding the DPA should be submitted no later than 5 p.m. on 17 December 2010. All submissions should be addressed to Kuol Baak, Port Pirie Regional Council, P.O. Box 45, Port Pirie, S.A. 5540 and should clearly indicate whether you wish to be heard in support of your submission at the public hearing. If you wish to lodge your submission electronically, please email it to [kbaak@pirie.sa.gov.au](mailto:kbaak@pirie.sa.gov.au).

Copies of all submissions will be available for inspection at Port Pirie Council Office, 115 Ellen Street, Port Pirie from 25 October 2010 until the conclusion of the public hearing.

A public hearing will be held on 1 February 2011 at 7 p.m. at Port Pirie Council Office, 115 Ellen Street, Port Pirie at which time interested persons may be heard in relation to the DPA and the submissions. The public hearing will not be held if no submissions are received or if no submission makes a request to be heard.

If you would like further information about the DPA, contact Kuol Baak, telephone (08) 8633 9720 or [kbaak@pirie.sa.gov.au](mailto:kbaak@pirie.sa.gov.au).

Dated 21 October 2010.

A. K. JOHNSON, Chief Executive Officer

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

*Baumgartel, Margaret Mary*, late of 81-93 Regency Road, Croydon Park, widow, who died on 30 September 2009.

*Beale, Patricia Dawn*, late of 35 Dee Avenue, Kilburn, retired supervisor, who died on 4 August 2010.

*Dyason, Vernon Howard*, late of 336 Kensington Road, Leabrook, retired orchardist, who died on 12 August 2010.

*Fowles, Audrey*, late of 7 Braun Drive, Hahndorf, of no occupation, who died on 27 June 2010.

*Kidger, John Donald*, late of 43A Flinders Avenue, Whyalla Stuart, retired pay clerk, who died on 31 July 2010.

*Parr, Desmond Clifford*, late of 17 Gray Terrace, Rosewater, of no occupation, who died on 9 July 2010.

*Rix, Kevin John*, late of 191 Carrington Street, Adelaide, of no occupation, who died on 30 May 2010.

*Robinson, Phillip Francis*, late of 29 Austral Terrace, Morphettville, of no occupation, who died on 10 August 2010.

*Schiller, Doreen Valmai*, late of 98 Newton Road, Campbelltown, home duties, who died on 9 July 2010.

*Todd, Agnes Rose*, late of 14 Shipton Street, Elizabeth, home duties, who died on 29 July 2010.

Notice is hereby given pursuant to the Trustee Act 1936, as amended, the Inheritance (Family Provision) Act 1972 and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the Office of Public Trustee, G.P.O. Box 1338, Adelaide, S.A. 5001, full particulars and proof of such claims, on or before 3 December 2010, otherwise they will be excluded from the distribution of the said estates; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated 4 November 2010.

P. J. MARTIN, Acting Public Trustee

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#### SALE OF PROPERTY

Auction Date: Saturday, 20 November 2010 at 10 a.m.

Location: Auction Blue, 15 Kingston Avenue, Richmond.

NOTICE is hereby given that on the above date at the time and place stated, by virtue of Orders for Sale issued by the Fines Payment Unit of South Australia, Penalty No. EXREG-09-91393/1 and others, are directed to the Sheriff of South Australia in an action wherein Mandip Singh is the Defendant, I, Mark Stokes, Sheriff of the State of South Australia, will by my auctioneers, Auction Blue make sale of the following:

1995 Nissan Bluebird  
Registration Number: VSO 340

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#### SALE OF PROPERTY

Auction Date: Saturday, 20 November 2010 at 10 a.m.

Location: Auction Blue, 15 Kingston Avenue, Richmond.

NOTICE is hereby given that on the above date at the time and place stated, by virtue of Orders for Sale issued by the Fines Payment Unit of South Australia, Penalty No. EXREG-08-146335/1 and others, are directed to the Sheriff of South Australia in an action wherein John Maxwell Dent is the Defendant, I, Mark Stokes, Sheriff of the State of South Australia, will by my auctioneers, Auction Blue make sale of the following:

1995 Ford Laser Sedan  
Registration Number: VTR 195

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# ATTENTION

CUSTOMERS requiring a proof of their notice for inclusion in the *Government Gazette*, please note that the onus is on you to inform **Government Publishing SA** of any subsequent corrections.

For any corrections to your notice please phone 8207 1045 or Fax 8207 1040 **before** 4 p.m. on Wednesday.

If we do not receive any communication by 10 a.m. on Thursday (day of publication) we will presume the notice is correct and will print it as it is.

**Remember**—the onus is on you to inform us of any corrections necessary to your notice.

**NOTE: Closing time for lodging new copy (electronically, fax or hard copy) is 4 p.m. on Tuesday preceding the day of publication.**

Phone: 8207 1045

Fax: 8207 1040

Email: [governmentgazette@dpc.sa.gov.au](mailto:governmentgazette@dpc.sa.gov.au)