



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 1 APRIL 2004

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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@saugov.sa.gov.au*. Send as attachments in Word format and please confirm your transmission with a faxed copy of your document, including the date the notice is to be published and to whom the notice will be charged. The *Government Gazette* is available online at: www.governmentgazette.sa.gov.au

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor directs it to be notified for general information that she has in the name and on behalf of Her Majesty The Queen, this day assented to the undermentioned Acts passed by the Legislative Council and House of Assembly in Parliament assembled, viz.:

No. 5 of 2004—Summary Offences (Offensive Weapons) Amendment Act 2004. An Act to amend the Summary Offences Act 1953.

No. 6 of 2004—Motor Vehicles (Suspension of Licences of Medically Unfit Drivers) Amendment Act 2004. An Act to amend the Motor Vehicles Act 1959,

By command,

J. W. WEATHERILL, for Premier

DPC 02/0586

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Dental Board of South Australia, pursuant to the provisions of the Dental Practice Act 2001:

Member: (from 9 April 2004 until 8 April 2007)
Roger Antoniazzi

By command,

J. W. WEATHERILL, for Premier

MHEA-MGR 0012CS

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Lotteries Commission of South Australia, pursuant to the provisions of the State Lotteries Act 1966:

Member: (from 1 April 2004 until 31 March 2006)
Hans Jurgen Ohff
Suzanne MacKenzie
Douglas Peter Le Messurier

Presiding Member: (from 1 April 2004 until 31 March 2006)
Hans Jurgen Ohff

By command,

J. W. WEATHERILL, for Premier

DTF 020/04CS

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Soil Conservation Council, pursuant to the provisions of the Soil Conservation and Land Care Act 1989:

Member: (from 1 April 2004 until 31 December 2004)
William Raymond McIntosh
Ann Sharon Oldfield
Yvonne Smith
Joseph Lindsay Keynes
Robert Norman Cleveland Smyth
Iain Thomas Grierson
Gerard Francis Butler
Roger Ernest Nield
Peter James Alexander
Michael Phillip McBride
Roger Barrington Wickes
Michael John Good

Deputy Member: (from 1 April 2004 until 31 December 2004)

John Anthony Berger (Deputy to McIntosh)
Richard Marchant Warwick (Deputy to Oldfield)
John Anthony Mundy (Deputy to Smith)
James Beaumont Mitchell (Deputy to Keynes)
Mourilyan Frances Nicholls (Deputy to Smyth)

Dean Richard Cresswell (Deputy to Grierson)
Jolyon Anne Gemmell (Deputy to Nield)
Mark David Ramsey (Deputy to Wickes)
Darryl Bryan Harvey (Deputy to Good)

Presiding Member: (from 1 April 2004 until 31 December 2004)

William Raymond McIntosh

By command,

J. W. WEATHERILL, for Premier

MEC 0006/04CS

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Board of the Royal Zoological Society of South Australia Inc., pursuant to the provisions of the Associations Incorporation Act 1985:

Member: (from 1 July 2004 until 30 June 2006)
Stephen Julian Forbes

By command,

J. W. WEATHERILL, for Premier

MEC 0020/04CS

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor in Executive Council has been pleased to appoint the Honourable John David Hill, MP, Minister for Environment and Conservation, Minister for the River Murray, Minister for the Southern Suburbs and Minister Assisting the Premier in the Arts to be also Acting Minister for Transport, Acting Minister for Urban Development and Planning and Acting Minister for Science and Information Economy for the period 4 April 2004 to 25 April 2004 inclusive, during the absence of the Honourable Patricia Lynne White, MP.

By command,

J. W. WEATHERILL, for Premier

MTRAN 01/04CS

Department of the Premier and Cabinet
Adelaide, 1 April 2004

HER Excellency the Governor in Executive Council has been pleased to accept the resignation of His Honour Judge Neil William Lowrie from the Office of Judge of the District Court of South Australia and the Office of Judge of the Environment, Resources and Development Court with effect from 9 April 2004.

By command,

J. W. WEATHERILL, for Premier

ATTG 0112/02CS

ASSOCIATIONS INCORPORATION ACT 1985

Deregistration of Associations

NOTICE is hereby given that the Corporate Affairs Commission approves the applications for deregistration received from the associations named below, pursuant to section 43A of the Associations Incorporation Act 1985. Deregistration takes effect on the date of publication of this notice:

Living Springs Ministries Incorporated
The Prayer Book Society of Australia (South Australian Branch) Incorporated
Bolto Reserve Progress Association Incorporated
Glencoe Environmental Awareness Association Incorporated
The South Australian Hobby Ceramics Association Incorporated

Given at Adelaide, 30 March 2004.

B. COLQUIST, A Delegate of the Corporate Affairs Commission

ASSOCIATIONS INCORPORATION ACT 1985

Notice in Relation to a Defunct Association

PURSUANT to section 44 (1) of the Associations Incorporation Act 1985, notice is hereby given that the Corporate Affairs Commission is of the opinion that the Mayfair Theatre Company Incorporated, an association incorporated under the Act, is defunct and upon publication of this notice is dissolved.

Given at Adelaide, 30 March 2004.

B. COLQUIST, A Delegate of the Corporate Affairs Commission

DEPARTMENT OF FURTHER EDUCATION,
EMPLOYMENT, SCIENCE AND TECHNOLOGY

EMPLOYMENT AND SKILLS FORMATION

*Government Youth Training Scheme (National Training Wage)
2001-2002 Intake*

ALL traineeships that commenced during the 2001-2002 intake of the Government Youth Training Scheme have concluded, and as such the Department of Further Education, Employment, Science and Technology is now intending to close this intake. All outstanding reimbursement claims for this intake must be lodged with the Government Youth Traineeship Program by 9 April 2004. Payment will not be made for any claims received after this date for trainees placed during the 2001-2002 intake period.

T. DOWNING, Employment and Skills Formation

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

1 Rock lobster pot, red neck, white rope, pink 4 litre float, red bait basket, 50 mm stainless steel mesh.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Guichen Bay, Robe on 25 January 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Mount Gambier office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

1 Rock lobster pot, no head float, small yellow float (submerged), grey rope, 1 black plastic bait basket, orange strap rope, steel mesh.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay, Beachport on 27 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston S.E. office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

1 Rock lobster pot, cane neck, 2 faded red floats, 1 small white float, orange rope, 1 black plastic bait basket.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Boatswains Point, on 26 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

1 Rock lobster pot, red plastic neck, 1 black plastic bait basket, orange and yellow rope, 1 faded red/white float, 1 white float with 'SO49' and '46' marked on float.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Boatswains Point on 26 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

1 Rock lobster pot, red plastic neck, pink nylon mesh, yellow and green rope, white buoy and sauce bottle red float.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Boatswains Point on 26 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston S.E. office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

- 1 Rock lobster pot, home made, green plastic neck, steel weight in pot, blue and orange rope, 1 red buoy, poor condition.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay, Beachport, on 27 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

- 1 Rock lobster pot, cane neck, green rope, 2 black bait baskets, red buoy, black electrical wire toggle.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Guichen Bay, Robe on 26 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

- 1 Rock lobster pot, cane neck, 2 red plastic bait baskets, green rope, brown, bright yellow and pink floats.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Guichen Bay, Robe on 26 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager, Fisheries Services

DEPARTMENT OF PRIMARY INDUSTRIES AND
RESOURCES SA—FISHERIES DIVISION

NOTICE is hereby given pursuant to section 28 (10) (b) of the Fisheries Act 1982, that the following items have been seized by officers of the Department of Primary Industries and Resources SA, Fisheries Division:

- 1 Rock lobster pot, rubber pink/orange buoy, black cylindrical plastic bait basket, steel mesh cover, orange rope, red plastic neck.

The above items were suspected to have been used or intended to be used, in contravention of the Fisheries Act 1982, and were taken into possession at Rivoli Bay, Beachport on 27 February 2004.

After the expiration of one month from the date of this notice the items listed above shall, on the order of the Minister for Primary Industries, be forfeited to the Crown and shall be either disposed of by sale or destruction.

The above items may be viewed at the Kingston SE office of the Department of Primary Industries and Resources SA, Fisheries Division.

Dated 30 March 2004.

M. LEWIS, General Manager, Fisheries Services

ELECTRICITY ACT 1996**ENERGYAUSTRALIA**

Default Contract Terms and Conditions Applicable from 1 April 2004

PREAMBLE

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 default terms and conditions are published in accordance with section 36 of the South Australian *Electricity Act 1996* and will come into force on 1 April 2004. When in force these default 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:

EnergyAustralia (ABN 67 505 337 385) of Level 12, 644 Chapel Street, South Yarra, Vic. 3141 (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?

Your contract will end:

- (a) when you enter into a different *customer sale contract* with us or another *retailer* for your *supply address*; or
- (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 electricity supplied to that *supply address* under clause 17; 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 16.

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.

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 10 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. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

6.1 Application

There are no pre-conditions.

7. OUR LIABILITY

7.1 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.

7.2 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.

7.3 National Electricity Law

This clause 7 applies in addition to, and does not vary or exclude, the operation of section 78 of the National Electricity Law.

7.4 Survival of this clause

This clause 7 survives the termination of this *customer sale contract*.

8. 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.

9. PRICE FOR ELECTRICITY AND OTHER SERVICES

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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*.

9.6 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*.

9.7 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.

9.8 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 9.

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*.

10. BILLING

10.1 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.

10.2 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*.

10.3 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*.

10.4 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 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.

10.5 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.

10.6 Contents of a bill

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

11. PAYING YOUR BILL

11.1 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.

11.2 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 (e.g. 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.

11.3 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 15 of this contract.

11.4 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*.

12. METERS

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

13. OVERCHARGING AND UNDERCHARGING

13.1 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.

13.2 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*.

13.3 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.

14. SECURITY DEPOSITS

14.1 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*.

14.2 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*).

14.3 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*.

15. DISCONNECTION OF SUPPLY

15.1 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 19 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*.

15.2 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*.

16. 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* 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).

17. 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*.

18. USE OF ELECTRICITY AND ILLEGAL USE

18.1 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.

18.2 Illegal use

If you have breached clause 18.1 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*.

19. 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).

20. 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*.

21. 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.

22. PRIVACY AND CONFIDENTIALITY

22.1 Privacy of information

Subject to clauses 22.2 and 26 of this contract we must keep your information about you confidential.

22.2 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.

23. 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):

EnergyAustralia
Locked Bag 9004, Richmond, Vic. 3121
Phone 13 88 08

24. FORCE MAJEURE

24.1 Effect of force majeure event

If, but for this clause 24, 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.

24.2 Deemed prompt notice

For the purposes of this clause 24, 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.

24.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 24 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.

24.4 Settlement of industrial disputes

Nothing in this clause 24 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.

24.5 Non-exclusion of National Electricity Law

Nothing in this clause 24 varies or excludes the operation of section 78 of the National Electricity Law.

25. 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.

26. 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;

“*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*;

“*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 (SA)*;

“*Energy Retail Code*” means the Energy Retail Code made under section 28 of the *Essential Services Commission Act 2002 (SA)*;

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

“*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 within the meaning of that Code or a *default contract*;

“*metering data*” has the meaning given to that term in the *National Electricity Code*;

“*NEMMCO*” means the National Electricity Market Management Company Limited (ACN 072 010 327), the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Code*;

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

“*prescribed distribution services*” has the same meaning as is given to that term in the *Electricity Pricing Order*;

“*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*;

“*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.

ELECTRICITY ACT 1996

ORIGIN ENERGY ELECTRICITY LTD

Default Contract Terms and Conditions

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 1 April 2004. 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:

Origin Energy Electricity Ltd (ABN 33 071 052 287) of Level 6, 1 King William Street, Adelaide, (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 italic 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 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) you enter into a different *customer sale contract* with us or another *retailer* for your *supply address*; or
- (b) 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.

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. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

Not Applicable.

7. OUR LIABILITY

7.1 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.

7.2 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.

7.3 National Electricity Law

This clause 7 applies in addition to, and does not vary or exclude, the operation of section 78 of the National Electricity Law.

7.4 Survival of this clause

This clause 7 survives the termination of this *customer sale contract*.

8. 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.

9. PRICE FOR ELECTRICITY AND OTHER SERVICES

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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*.

9.6 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*.

9.7 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.

9.8 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 9.

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*.

10. BILLING

10.1 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.

10.2 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*.

10.3 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*.

10.4 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 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.

10.5 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.

10.6 Contents of a bill

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

11. PAYING YOUR BILL

11.1 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.

11.2 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 (e.g. 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.

11.3 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 15 of this contract.

11.4 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*.

12. METERS

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

13. OVERCHARGING AND UNDERCHARGING

13.1 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.

13.2 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*.

13.3 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.

14. SECURITY DEPOSITS

14.1 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*.

14.2 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*;
- (b) in relation to a final bill (i.e. the bill we issue when you stop buying electricity from us at your *supply address*).

or

14.3 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*.

15. DISCONNECTION OF SUPPLY

15.1 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 19 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*.

15.2 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*.

16. 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* 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).

17. 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*.

18. USE OF ELECTRICITY AND ILLEGAL USE

18.1 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.

18.2 Illegal use

If you have breached clause 18.1 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*.

19. 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).

20. 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*.

21. 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.

22. PRIVACY AND CONFIDENTIALITY

22.1 Privacy of information

Subject to clauses 22.2 and 26 of this contract we must keep your information about you confidential.

22.2 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.

23. 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):

Origin Energy
G.P.O. Box 1199
Adelaide, S.A. 5001
or call 13 21 14

24. FORCE MAJEURE

24.1 Effect of force majeure event

If, but for this clause 24, 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.

24.2 Deemed prompt notice

For the purposes of this clause 24, 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.

24.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 24 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.

24.4 Settlement of industrial disputes

Nothing in this clause 24 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.

24.5 Non-exclusion of National Electricity Law

Nothing in this clause 24 varies or excludes the operation of section 78 of the National Electricity Law.

25. 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.

26. 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 receives 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;

“*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*;

“*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 5pm 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 *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 9;

“*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*;

“*NEMMCO*” means the National Electricity Market Management Company Limited (ACN 072 010 327), the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Code*;

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

“*prescribed distribution services*” has the same meaning as is given to that term in the *Electricity Pricing Order*;

“*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 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.

P. VINES, Executive General Manager Retail

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2002

	\$		\$
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Transfer of Properties	43.00	Intention to Sell, Notice of.....	43.00
Attorney, Appointment of.....	34.10	Lost Certificate of Title Notices	43.00
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Meeting Final.....	28.75	Annual Financial Statement—Forms 1 and 2	481.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	341.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	68.00
First Name.....	34.10	Each Subsequent Name.....	8.75
Each Subsequent Name.....	8.75	Noxious Trade.....	25.50
Notices:		Partnership, Dissolution of	25.50
Call.....	43.00	Petitions (small).....	17.40
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pany be wound up voluntarily and that a liquidator		Registers of Members—Three pages and over:	
be appointed').....	43.00	Rate per page (in 8pt)	218.00
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ENVIRONMENT PROTECTION ACT 1993

Exemption

THE following people are exempt from section 75 of the Environment Protection Act 1993, subject to the provisions of Regulation 6 of the Regulations under the Environment Protection Act 1993, dated 27 October 1994, by virtue of owing or possessing equipment containing ozone depleting substances.

Exemptee	Exemption Number	Exemptee	Exemption Number
IRS Refrigeration Pty Ltd.....	25	Williams Refrigeration & Airconditioning Pty Ltd	1173
Ron Goodall Refrigeration Sales & Service Pty Ltd.....	52	Kincraig Motors Pty Ltd.....	1223
R. Byrne Nominees Pty Ltd.....	64	Hood's Tractors & Implements (Sales) Pty Ltd.....	1227
J. H. Rosewarne Pty Ltd.....	71	Peter & Annette Porrovecchio t/a Peters Refrigeration & Air Conditioning Service	1236
J.W.T. (Sales) Pty Ltd t/a Taylors of Medindie	74	Booleeroo Agencies Pty Ltd.....	1251
Allan Kenneth Cook.....	75	Highlander Crash Repairs Pty Ltd	1253
Ixia Pty Ltd t/a City Holden.....	81	Stevens Motors Pty Ltd	1381
Beck Motors Pty Ltd.....	85	Malcolm John Richards.....	1414
Robert George Wilkinson.....	86	Somall Pty Ltd.....	1433
Growers Services Pty Ltd.....	95	Butterfields Services (SA) Pty Ltd	1451
Hysden Pty Ltd t/a Mount Gambier Motors.....	97	LCG Nominees Pty Ltd t/a Mount Barker Auto Electrical.....	1457
Paradise Motors (Sales) Pty Ltd	108	Kent Perry Ford Pty Ltd	1459
Kenneth William Coad t/a KC's Refrigeration	141	Keith Edward Kimber t/a Keep-Kool Refrigeration	1466
D. C. Hendry Motor Repairs Pty Ltd.....	145	Australian Broadcasting Corporation	1571
Mario Castataro.....	157	A. Raptis & Sons Pty Ltd	1745
Adtrans Group Pty Ltd t/a Stillwell	168	Odgers Matthew t/a On-Line Refrigeration.....	1974
L. M. Refrigeration Service Pty Ltd	172	Balaklava Electronics Pty Ltd	1992
Melvest Pty Ltd t/a Port Augusta Refrigeration and Airconditioning	176	Henri George Beyne t/a Christies Beach Refrigeration	1995
Degreg Nominees Pty Ltd t/a Adelaide Automatics.....	186	Vincent James Silvestri t/a Motorcare	2070
Ducala Pty Ltd t/a Northpoint Toyota.....	211	N. J. & T. McMullen Pty Ltd t/a Nordic Refrigeration & Electrical Services.....	2078
Australian Motors SA Pty Ltd.....	233	Integrated Electronic Solutions Pty Ltd.....	2125
Direct Engineering Services Pty Ltd t/a Frigrite Air Conditioning	257	Designtech Controls Pty Ltd t/a Nepean Motors	2163
Eglinton Bros Pty Ltd.....	280	Elec-Air Pty Ltd	2176
Southeast Motor Company Pty Ltd t/a Southeast Ford.....	285	Glenora Pty Ltd t/a Millicent Toyota.....	2184
Bruno Davids t/a Supreme Airconditioning & Refrigeration.....	286	Grant Richard Goonan.....	2190
Valdemar & Cheryl Edith Selin t/a Hancocks Refrigeration & Air Conditioning	287	Jeffrey Bruce Martlew.....	2286
Measdays Services Pty Ltd.....	292	Catering Aids (Aust) Pty Ltd.....	2294
Frederick John Burnett	301	Sebastian Steven Sapio.....	2308
E. & H. Nominees Pty Ltd.....	314	Barry's Auto Electrical Pty Ltd	2310
Graham West Workshops Pty Ltd	355	Simon John Wittwer	2311
Gordon Maxwell Kranz.....	360	Lynas Valley Ford Pty Ltd	2438
Ramsey Bros Pty Ltd.....	368	McCraken Ford Pty Ltd.....	2446
Neville Dean Gigney t/a Wirrabara Electrical	396	Holwade Nominees Pty Ltd t/a Eyre Auto Group ..	2447
Beverley Elizabeth & Donald George Scott t/a Prestige Aire & Refrigeration	407	Premier Roadlines Pty Ltd.....	2451
Marion Airconditioning, Refrigeration & Electrical Pty Ltd	475	Main North Pty Ltd t/a Unley Nissan	2474
Gawler Auto Electrics (Wholesale) Pty Ltd.....	497	Peter Roberts Motors Pty Ltd t/a O.G Roberts & Co	2557
Peter Johnson t/a Controlair.....	500	Minister for Transport	2583
Kempson Andrew t/a Clays Auto Electrical.....	510	G. & D. Hicks.....	2610
Cold Logic Pty Ltd	528	Drivepark Pty Ltd.....	2615
Lyndoch Motors Pty Ltd.....	529	Crouch Rural Pty Ltd.....	2845
P. & K. Refrigeration Pty Ltd.....	540	Haigh's Pty Ltd	2897
John Constantin Kiosses t/a Con Kiosses Motors... ..	571	Commerical Motor Industries Pty Ltd.....	2936
Bryan James Nisbet	582	Peter Leonard Lawrie	3073
Madet Pty Ltd.....	583	Grand Motors Pty Ltd t/a Grand Nissan	3085
Adelaide Airport Limited.....	626	Strathfield Motors Pty Ltd.....	3121
Claude Arthur Bartel t/a C & S Industries	680	Ronald Gerard Rutte.....	3290
P. J. Wills Electrical Pty Ltd.....	684	Christopher Lex Edmunds t/a Northern Star Diesel Service	3491
Julia Farr Services t/a Julia Farr Centre.....	764	Sargayson Pty Ltd	3625
Commercial Motor Industries Pty Ltd t/a CMI Toyota.....	778	Ronald Brian Cowan	3679
Schahinger Motors Pty Ltd.....	877	M. H. Monfries Pty Ltd	3693
William John Hesketh.....	880	Robert George Hedrick.....	3757
OneSteel Manufacturing Pty Ltd.....	886	City of Onkaparinga	4682
Western Abalone Processors Pty Ltd.....	915	Komatsu Australia Pty Ltd.....	4716
Barfield Investments Pty Ltd t/a Airelect Services ..	998	K S & C A Hunt & Son Pty Ltd t/a Hunt's Fuel.....	4889
Cadbury Schweppes Pty Ltd.....	1006	Ninety Third Sonmar Pty Ltd t/a Jim Best Ford	5218
Ian Scott & Desma Lorraine Jenke t/a Gum Ave Service Centre.....	1009	Craig Douglas Turner t/a Star Motors	5220
		Robin E Sheehan t/a Akoonah Motors	5225
		Graham W & Helen M Berggren t/a Wingfield Ice	5302
		Paul Trevor Hughes.....	5525
		Gregory Linidon Venning	5853
		Key Tubing & Electrical Industries Pty Ltd	6087
		Fricke Carrington Industries Pty Ltd	6150
		John Bossy Refrigeration & Air Conditioning Pty Ltd	6345
		William P Burgess.....	6468
		Wayne Smith	6514
		Steven Francis Nohal.....	6522

Exemptee	Exemption Number
Cleveland Freightlines Pty Ltd	6529
Pramanta Pty Ltd	6547
Royal Flying Doctor Service Central Sector.....	6634
Brian Robert McElroy	6718
Rimtan Pty Ltd t/a Troods Auto Repairs	6739
J. & B. Inter Pty Ltd	6777
K. R. C. Enamelling Pty Ltd.....	6880
Kevin Leslie Jones.....	6935
Dutton Crash Repairs Pty Ltd.....	6953
Barry William Martin t/a Hi-Tech Appliance Services.....	7051
Curnow Technologies Pty Ltd	7099
Thomas Charles Yeaman t/a TC & S Yeaman.....	7133
Montague Arthur Leonard Poole	7170
Sharde Electrical (SA) Pty Ltd	7187
Nicholas Skoularikis.....	7198
Antonios Georgaras t/a Georgaras Bros & Co.....	7216
Australian Fumigation Pty Ltd.....	7223
A. & G. & F. Penta Pty Ltd	7226
Derwyn Nominees Pty Ltd t/a McLaren Vale Auto Electrical	7298
John Geoffrey Tepper.....	7338
C. G. & B. F. Hills t/a Target Commercial Refrigeration.....	7350
Mannix Electrical Pty Ltd t/a Mannix Airconditioning & Mannix Air	7373
Erminio Jagla t/a Jarrion Motor Body Repairs.....	7374
Southern Cross Fumigation Services Pty Ltd	7383
B & M Stoeff Pty Ltd	7385
Ronald Fieles.....	7431
A. & L. M. Deer Pty Ltd t/a Deery's Diesel Service	7435
Lewis Winston Spehr t/a Fridgeworks.....	7479
Quandilla Pty Ltd t/a Clewers of Clare.....	7487
Imad Soujah.....	7495
Andrew Hille	10013
Stirling Heating & Cooling Pty Ltd.....	10033
David Elmawey	10144
Complete Auctions Pty Ltd t/a Adelaide Furniture & Electrical	10562
Pedragon Nominees Pty Ltd, Kopsaftis Nick t/a A1 Washer Repairs	10563
Keightley Electrical Services Pty Ltd	10713
Jong Peter t/a Jong's Flowers	10847
Browntree Trading Company Proprietary Limited. Mac Mobile Mechanics Pty Ltd t/a Mobile Autocare.....	10870
Don Pat Berginetti	10872
Gary Eckert.....	10873
Uni-Chill Pty Ltd.....	10903
Norman Reece	10953
DT Enterprises Pty Ltd.....	10953
Summit Airconditioning Pty Ltd t/a Barrier Air Conditioning Service and Repairs.....	10963
Samuel Smith & Son Pty Ltd t/a Yalumba Wine Company.....	11010
Christian Rainer Zimmermann	11081
United Goninan Limited.....	11146
Hemmes Airconditioning Pty Ltd.....	11154
Commercial Fumigation Service Pty Ltd.....	11155
Taylor Services (SA) Pty Ltd.....	11170
John Andrew Wilby t/a Lavrick Engineering	11179
Tony and Adrian Marks t/a Riverland Climate Control	11180
Walsh Robert John t/a Glensea Glenpark Co.....	11204
Francesca Angelo t/a Dunleath Refrigeration	11209
Ellcon Investments Pty Ltd t/a Lameroo Pumps & Electrical	11211
Coast to Coast Services Pty Ltd.....	11219
Bordertown Pumps & Refrigeration Pty Ltd	11239
Norman Frank Hayes.....	11244
Blue Lake Milling Pty Ltd.....	11272
Ultimate Air Control t/a Commercial Air Service ..	11283
	11294

Exemptee	Exemption Number
Philip Leayton Dutton	11303
SDS Corporation Ltd t/a SDS Ausminco.....	11306
R & K Wozniak Pty Ltd t/a Ultra Tune St Peters ...	11318
Barry Gordon Delamere	11346

G. C. SCLARE, Manager, Licensing and Operations Services

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Con Retsas, holder of Northern Zone Rock Lobster Fishery Licence No. N002 (the 'exemption holder') is exempt from the provisions of the Fisheries (Vessel Monitoring Scheme) Regulations 2003, but only insofar as the exemption holder may undertake fishing activity for marine scalefish species without having a Vessel Monitoring System unit fitted to the registered boat (the 'exempted activity'), subject to the conditions in the Schedule, from 31 March 2004 until 30 April 2004, unless varied or revoked earlier.

SCHEDULE

1. The exemption holder may only engage in the exempted activity when fishing pursuant to Northern Zone Rock Lobster Fishery Licence No. N002.

2. The exemption holder may only undertake fishing activity pursuant to this notice using fishing gear endorsed on Northern Zone Rock Lobster Fishery Licence No. N002, excluding rock lobster pots.

3. The exemption holder must not fish for rock lobster using rock lobster pots during the period for which the exemption applies.

4. The exemption holder must not have any rock lobster on board any registered vessel endorsed on Northern Zone Rock Lobster Fishery Licence No. N002 during the period for which the exemption applies.

5. The exemption holder must advise the Regional Manager, West Region (Fisheries Officer: Kym Wakefield) of the number and location of all rock lobster pots owned by the licence holder prior to undertaking fishing activity for marine scalefish species pursuant to this licence.

6. One hour before landing any fish taken pursuant to this notice, the exemption holder must advise the PIRSA Fishwatch Duty Officer on 1800 065 522 of the location where the fish are to be landed.

7. Whilst engaged in the exempted activity the exemption holder must have in his possession a copy of this notice and produce a copy of the notice if requested by a PIRSA Fisheries Compliance Officer.

8. The exemption holder must not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under the Act, except where specifically exempted by this notice.

Dated 31 March 2004.

K. CROSTHWAITE, Manager, Legal Services,
Delegate of the Minister for Agriculture,
Food and Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Joel Redman, holder of Southern Zone Rock Lobster Fishery Licence No. S175, is exempt from paragraph 14 (1)(a)(ii) of the Fisheries (Scheme of Management—Rock Lobster Fisheries) Regulations 1991, insofar as he may have a maximum entitlement of 103 rock lobster pots endorsed on his licence during the period commencing on 29 March 2004 and ending on 30 June 2004, unless varied or revoked earlier.

Dated 29 March 2004.

W. ZACHARIN, Director of Fisheries

GOVERNMENT LAND SALE
UNDER THE CROWN LANDS ACT 1929
SECTION 228

Department of Environment and Heritage
Adelaide, 31 March 2004

NOTICE is hereby given that the undermentioned Crown Lands will be offered for sale by public auction to be held at Central Whyalla Football Club, McDouall Stuart Avenue, Whyalla, on Thursday, 8 April 2004, at 12 noon.

Conditions of Sale

Subject to a reserve price the allotment shall be sold at the highest bid.

If any dispute arises at the fall of the hammer, the allotment may be put up again at the discretion of the auctioneer.

The allotment will not be sold to any person under the age of 18 years and no such person shall be entitled to obtain a land grant.

All biddings must be made in an audible voice; and the name of the purchaser as declared by the highest bidder will be announced by the auctioneer, and immediately entered by him, against the allotment sold; and such entry shall be taken as conclusive evidence of the allotment having been bought by the person whose name has been so announced and entered; and the land grant shall issue accordingly.

No advance of less than one dollar will be taken as a bid by the auctioneer.

If at the conclusion of the sale any deposit that is unpaid the allotment may be at once reoffered.

Time shall be deemed to be of the essence of the contract.

The sale is also subject to all Acts and Regulations now in force relating to the sale of Crown Lands.

The purchaser shall pay to the Department of Environment and Heritage the full purchase money or a deposit of at least 20 per centum thereof at the time of the sale and the balance, if any, within one calendar month or 20 per centum of the purchase price on fall of the hammer with the balance to be paid under agreement for the sale and purchase conditions.

The purchaser shall also pay within one calendar month of the date of sale the sum of \$285.40 for the preparation and registration of each land grant.

JOHN HILL, Minister of Environment
and Conservation

THE SCHEDULE

ALLOTMENTS 1121 AND 1122

TOWN OF WHYALLA—HUNDRED OF RANDELL—COUNTY OF
FROME

Limitation: Nil

In the event of expenses being incurred by the Department of Environment and Heritage, pursuant to the Fences Act 1975, in regard to the above allotment such amounts will be added to the purchase money of the allotment and will be payable with the deposit.

A. HOLMES, Chief Executive Officer, Department
of Environment and Heritage

DL 13/0908

HIGHWAYS ACT 1926

Section 26 (3)

I, JONATHAN NEVILLE STEELE, Commissioner of Highways Delegate, with the approval of the Minister for Transport and pursuant to my delegated powers under section 12A of the Highways Act 1926, do hereby give notice that I will undertake the care, control and management of that part of *Road Number 43607*, known as Moppa Road, from the intersection with the Sturt Highway to 120 m from the centreline of the Sturt Highway, contained within the boundaries of the Light Regional Council, until further notice.

Dated 29 March 2004.

J. N. STEELE, Commissioner of Highways
Delegate

HIGHWAYS ACT 1926

Section 26 (3)

I, JONATHAN NEVILLE STEELE, Commissioner of Highways Delegate, with the approval of the Minister for Transport and pursuant to my delegated powers under section 12A of the Highways Act 1926, do hereby give notice that I will undertake the care, control and management of that part of *Road Number 43608* known as Hanckel Road, from the intersection with Moppa Road to 110 m from the centreline of Moppa Road, contained within the boundaries of the Light Regional Council, until further notice.

Dated 29 March 2004.

J. N. STEELE, Commissioner of Highways
Delegate

HOUSING IMPROVEMENT ACT 1940

NOTICE is hereby given that the South Australian Housing Trust in the exercise of the powers conferred by the Housing Improvement Act 1940, does hereby declare the houses described in the table hereunder to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940.

No. of House and Street	Locality	Allotment, Section, etc.	Certificate of Title	
			Volume	Folio
49 Harvey Street	Ethelton	Allotment 47 in Deposited Plan 384, Hundred of Port Adelaide	5415	772
Section 142, The Point Road	Jervois	Sections 152 and 888, Hundred of Brinkley and Allotments 1 and 2, 3 and 4, 13 and 14, 15 and 16 in Filed Plan 44706	Crown Lease 712	6
17 West Terrace	Kadina	Sections 150 and 151, Hundred of Brinkley and Allotments pieces 5 and 6, 7 and 8, 17 and 18, 19 and 20 in Filed Plan 44706	Crown Lease 1062	24
123 Murray Road	Port Noarlunga	Allotment 63 in Filed Plan 44757, Hundred of Wallaroo	5897	377
		Allotment 1155 in Deposited Plan 4941, Hundred of Noarlunga	5615	134
Dated at Adelaide, 1 April 2004.			M. DOWNIE, General Manager, Housing Trust	

HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, and whereas the South Australian Housing Trust is satisfied that each of the houses described hereunder has ceased to be substandard, notice is hereby given that, in exercise of the powers conferred by the said Part, the South Australian Housing Trust does hereby revoke the said declaration in respect of each house.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published
		Volume	Folio	
31A Athol Street, Athol Park	Allotment 27 in Deposited Plan 2164, Hundred of Yatala	5207	566	28.8.03, page 3361
48 Kintore Avenue, Kilburn	Allotment 60 in Filed Plan 110539, Hundred of Yatala	5678	112	31.10.68, page 1404
12A Rose Street, Mile End	Allotment 13 of portion of Section 2, Hundred of Adelaide	5175	275	8.4.82, page 1224
17 MacDonnell Street, Naracoorte	Allotment 1 in Filed Plan 139836, Hundred of Naracoorte	5258	133	25.6.92, page 2054
29 Olive Street, Parkside	Allotment 382 in Deposited Plan 1005, Hundred of Adelaide	5583	250	20.12.01, page 5596
8 Stone Street, Woodville North	Allotment 33 of portion of Section 412, Hundred of Yatala	5365	49	26.7.90, page 426
Dated at Adelaide, 1 April 2004.			M. DOWNIE, General Manager, Housing Trust	

HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, the South Australian Housing Trust in the exercise of the powers conferred by the said Part, does hereby fix as the maximum rental per week which shall be payable subject to section 55 of the Residential Tenancies Act 1995, in respect of each house described in the following table the amount shown in the said table opposite the description of such house and this notice shall come into force on the date of this publication in the *Gazette*.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published	Maximum rental per week payable in respect of each house \$
		Volume	Folio		
98 West Street, Brompton	Allotment 74 of portion of Section 355 in Filed Plan 119492, Hundred of Yatala	5808	567	12.1.67, page 107	140
16 Cameron Street, Gawler	Allotment 202 of portion of Section 24, Hundred of Mudla Wirra	5394	550	10.7.80, page 200	155
21 Kneebone Street, Goodwood	Allotment 557 in Filed Plan 10805, Hundred of Adelaide	5595	831	29.1.04, page 274	95
1292 Grand Junction Road, Hope Valley	Portion of Section 831 of Allotment 35 in Filed Plan 131080, Hundred of Yatala	5595 5298	832 658	30.8.90, page 759	120
Part Section 814, Jervois Road, Jervois (Woods Point)	Section 814, Hundred of Brinkley in the area named Woods Point	5454	809	29.1.04, page 274	100
4 Langman Avenue, Magill	Allotment 5 in Deposited Plan 5764, Hundred of Adelaide	5640	157	29.1.04, page 274	165
64 Hutchinson Street, Mount Barker	Portion of Section 4472 of Allotment 146, Hundred of Macclesfield	5492	800	10.11.77, page 1433	130
5 Quebec Street, Port Adelaide	Allotment 132 in Filed Plan 3470, Hundred of Port Adelaide	5789	217	29.1.04, page 274	50
54 Churchill Road, Prospect	Allotment 40 of portion of Section 374	5187	811	27.5.93, page 1784	140
Unit 3/163 Daws Road, St Marys	Unit 3, Strata Plan 1420, Hundred of Adelaide	5054	367	29.1.04, page 274	110
11 Scotland Road, Wallaroo	Allotment 292 in Filed Plan 190044, Hundred of Wallaroo	5742	201	29.1.04, page 274	90
147 Lacey Street, Whyalla	Allotment 1937 in Filed Plan 560501, Hundred of Randell	5721	915	16.8.90, page 636	10

Dated at Adelaide, 1 April 2004.

M. DOWNIE, General Manager, Housing Trust

LAND AND BUSINESS (SALE AND CONVEYANCING)
ACT 1994*Exemption*

TAKE notice that, pursuant to section 23 (3) of the Land and Business (Sale and Conveyancing) Act 1994, I, Michael John Atkinson, Minister for Consumer Affairs, do hereby exempt the person named in Schedule 1 from the application of section 23 (2) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Joanne Robinson, an employee of W. B. Real Estate Pty Ltd.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5282, folio 548, situated at 13 St Leonard Crescent, Elizabeth Downs, S.A. 5113.

Dated 1 April 2004.

Signed for and on behalf of the Minister for Consumer Affairs by the Commissioner for Consumer Affairs:

M. BODYCOAT, Commissioner

LAND AND BUSINESS (SALE AND CONVEYANCING)
ACT 1994*Exemption*

TAKE notice that, pursuant to section 32 (1) of the Land and Business (Sale and Conveyancing) Act 1994, I, Michael John Atkinson, Minister for Consumer Affairs, do hereby exempt the company named in Schedule 1 from the application of section 23 (1) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Kosten Pty Ltd, the agency.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5846, folio 463, situated at 1 Rule Court, Littlehamptom, S.A. 5250.

Dated 1 April 2004.

Signed for and on behalf of the Minister for Consumer Affairs by the Commissioner for Consumer Affairs:

M. BODYCOAT, Commissioner

LAND AND BUSINESS (SALE AND CONVEYANCING)
ACT 1994*Exemption*

TAKE notice that, pursuant to section 23 (3) of the Land and Business (Sale and Conveyancing) Act 1994, I, Michael John Atkinson, Minister for Consumer Affairs, do hereby exempt the person named in Schedule 1 from the application of section 23 (2) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Helen Stratman, an employee of Miels Real Estate Pty Ltd.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5008, folio 139, situated at Unit 1, 1 Wakefield Avenue, Morphett Vale, S.A. 5162.

Dated 1 April 2004.

Signed for and on behalf of the Minister for Consumer Affairs by the Commissioner for Consumer Affairs:

M. BODYCOAT, Commissioner

LAND AND BUSINESS (SALE AND CONVEYANCING)
ACT 1994*Exemption*

TAKE notice that, pursuant to section 32 (1) of the Land and Business (Sale and Conveyancing) Act 1994, I, Michael John Atkinson, Minister for Consumer Affairs, do hereby exempt the person named in Schedule 1 from the application of section 23 (1) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Colin Joseph Dix, the agent.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5587, folio 140, situated at 28 Marevista Crescent, Whyalla, S.A. 5600.

Dated 29 March 2004.

M. J. ATKINSON, Minister for Consumer Affairs

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 Brien Marmion Pty Ltd (ACN 007 883 382) and John Raymond Jennings have applied to the Liquor and Gaming Commissioner for the transfer of a Hotel and Gaming Licence and a Redefinition of Licensed Premises in respect of premises situated at 20 Robertson Street, Naracoorte, S.A. 5271 and known as Commercial Hotel.

The applications have been set down for hearing on 30 April 2004.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 26 March 2004.

Applicants

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 William Herbert and Elaine Hensel have applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at Railway Terrace, Karoonda, S.A. 5307 and known as Karoonda Hotel.

The applications have been set down for hearing on 27 April 2004 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least the day before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 24 March 2004.

Applicants

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 Kevker Pty Ltd, as trustee for the Kampman Nettle Discretionary Trust and Robvan Nominees Pty Ltd, as trustee for the Robert Vangasteren Family Trust, c/o Fisher Jeffries have applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 5 Mason Street, Wellington, S.A. 5259 and known as Wellington Hotel.

The applications have been set down for hearing on 6 May 2004 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 26 March 2004.

Applicants

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 Hotel Mannum Pty Ltd, as trustee for the Mannum Hotel Unit Trust, has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence, Variation to Extended Trading Authorisation and Variation to Entertainment Consent in respect of premises situated at 15 Randell Street, Mannum, S.A. 5238 and known as Mannum Hotel.

The applications have been set down for hearing on 30 April 2004 at 9 a.m.

Conditions

The following licence conditions are sought:

That the licensee be permitted to sell liquor for consumption on the licensed premises from midnight to 2 a.m. the following day on Good Friday; and from midnight to 2 a.m. the following day being the morning following Christmas Eve.

That the Extended Trading Authorisation shall continue to apply to the areas referred to on the Plan as Areas 1 to 4 and 6 during the time sought in this application and all other days and times previously authorised for Extended Trading.

Entertainment Consent is to continue to be provided during the additional extended trading period.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 26 March 2004.

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 Brenton Wayne and Deidre Michelle Shapter have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Section 16, Butts Road, Langhorne Creek, S.A. 5255.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 22 March 2004.

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 Ian Gilbert Ridgeway has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 28 Pine Hill Road, Bordertown, S.A. 5268 and to be known as Ridgeways of Mraadine.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 22 March 2004.

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 Snowtown Community Club Inc. has applied to the Licensing Authority for a Club Licence with Extended Trading Authorisation and Entertainment Consent in respect of premises situated at Centenary Park, North Terrace, Snowtown, S.A. 5520 and known as Snowtown Community Club.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation: Sunday, 8 p.m. to 11 p.m.

Entertainment Consent is sought as marked on plans lodged with this office.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 24 March 2004.

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 Diageo Australia Limited has applied to the Licensing Authority for the Removal of the Wholesale Liquor Merchant's Licence known as United Distillers from premises situated at 73 Henley Beach Road, Mile End, S.A. 5031 to 2/2-4 Adam Street, Hindmarsh, S.A. 5007.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 24 March 2004.

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 Manresa Society Inc. has applied to the Licensing Authority for a Restaurant Licence, Extended Trading Authorisation and Entertainment Consent in respect of premises situated at Sevenhill College, Sevenhill, S.A. 5450 and known as Sevenhill Cellars.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation is sought to apply to areas of the premises, Sunday, 8 a.m. and 8 p.m. to midnight; Monday to Saturday, midnight to 1 a.m. and on a public holiday, Sunday, midnight to 1 a.m.

For consumption on the licenced premises by persons:

- (a) seated at a table; or
- (b) attending a function at which food is provided.

Entertainment Consent is sought to apply to the areas as depicted in the plan for and to include the hours sought in the Extended Trading Authorisation.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 24 March 2004.

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 Brian, Ruth, David and Anita Reilly have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lot 2 Gordon Road, Gurra Lakes, S.A. 5333 and to be known as Gurra Downs.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 The Glandore Recreation Centre Board of Management Inc. has applied to the Licensing Authority for a Limited Club Licence in respect of premises situated at Glandore Oval, 766 South Road, Glandore and known as Glandore Recreation Centre.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 Scary Gully Vineyards Pty Ltd (ACN 050 020 847) has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lobethal-Mount Torrens Road, Charleston, S.A. 5244 and to be known as Scary Gully Vineyards.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 Basile Jean and Panayiota Fragos have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lot 41, Little Street, Willunga, S.A. 5172 and known as B. & P. Fragos.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 Casama Group Pty Ltd has applied to the Licensing Authority for the removal of a Wholesale Liquor Merchant's Licence in respect of premises situated at Office 2, 262 Melbourne Street, North Adelaide, S.A. 5006, to be situated at 201-203 Hutt Street, Adelaide, S.A. 5000 and known as Red & White Fine Wines.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 Naravin Wines Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at corner of Ravenswood Lane and Riddoch Highway, Penola, S.A. 5277 and known as Naravin Wines Pty Ltd.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 Anthony Glen Edmonds has applied to the Licensing Authority for an Entertainment Venue Licence in respect of premises situated at 3 Hallet Place, Port Lincoln, S.A. 5606 and to be known as Oceans Nightclub.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 Louis Dunstan Vavasour has applied to the Licensing Authority for a Wholesale Liquor Merchant's Licence in respect of premises situated at 18 Hack Street, North Adelaide, S.A. 5006 and known as Black Range Wine Distributors.

The application has been set down for hearing on 30 April 2004 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 25 March 2004.

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 The Angels Vineyard Pty Ltd has applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Barossa Highway, Lyndoch, S.A. 5351, known as Ward's Gateway Cellar and to be known as The Angels Vineyard Pty Ltd.

The application has been set down for hearing on 3 May 2004 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 19 March 2004.

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 Hung Nhan Diep, c/o Duc Mai Lawyers has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 3-5 1328 North East Road, Tea Tree Gully, S.A. 5091, known as the Kings Table and to be known as Saigon Gully.

The application has been set down for hearing on 5 May 2004 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 23 March 2004.

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 Chung HWA Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 509-511 Lower North East Road, Campbelltown, S.A. 5074 and known as Prince Room Restaurant.

The application has been set down for hearing on 5 May 2004 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 23 March 2004.

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 A. D. and K. M. Wenk have applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Sandow's End, Sandow Road, Verdun, S.A. 5245 and known as Sandow Wines.

The application has been set down for hearing on 6 May 2004 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 24 March 2004.

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 The Greater Union Organisation Pty Ltd (ACN 000 024 439), c/o Lynch Meyer Lawyers, Level 2, 190 Flinders Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the grant of a Special Circumstances Licence in respect of premises situated at Level 3, 293-297 Diagonal Road, Oaklands Park, S.A. 5046 and known as Gold Class Cinemas.

The application has been set down for hearing on 30 April 2004.

Conditions

The following licence conditions are sought:

Authority including Extended Trading Authorisation to sell liquor for consumption on the premises to a person ancillary to their attendance at a cinematographic entertainment, on any day from 7 a.m. (8 a.m. Sunday) to 2.30 a.m. the following day, but excluding midnight to 2.30 a.m. the following day on Good Friday, the day after Good Friday and the day after Christmas Day.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 31 March 2004.

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: Resource and Capital Management SA Pty Ltd

Location: Stansbury area—Approximately 85 km west of Adelaide

Term: 1 year

Area in km²: 87

Ref: 2003/00218

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H TYRTEOS, 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: Resource and Capital Management SA Pty Ltd

Location: Southern Yorke Peninsula area—Approximately 130 km west of Adelaide

Term: 1 year

Area in km²: 1 000

Ref: 2003/00227

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, 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: Resource and Capital Management SA Pty Ltd

Location: Banealla area—Approximately 55 km north-west of Bordertown

Term: 1 year

Area in km²: 441

Ref: 2003/00400

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

PETROLEUM ACT 2000

Application for Grant of an Associated Facilities Licence AFL 8

PURSUANT to section 65 (6) of the Petroleum Act 2000 (the Act) and Delegation dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, notice is hereby given that an application for the grant of an Associated Facilities Licence over the area described below has been received from Beach Petroleum Limited.

Description of Application Area

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

Commencing at a point being the intersection of latitude 27°54'27"S GDA94 and longitude 139°30'00"E AGD66, thence east to longitude 139°30'19"E GDA94, south to latitude 27°55'00"S AGD66, west to longitude 139°30'00"E AGD66, and north to point of commencement.

Area: 0.34 km² approximately.

Dated 26 March 2004.

BARRY A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

Application for Grant of an Associated Facilities Licence AFL 9

PURSUANT to section 65 (6) of the Petroleum Act 2000 (the Act) and Delegation dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, notice is hereby given that an application for the grant of an Associated Facilities Licence over the area described below has been received from Beach Petroleum Limited.

Description of Application Area

A 50 m buffer around line segments defined by the following pairs of co-ordinates (decimal degrees GDA 94), adjacent to Petroleum Exploration Licence PEL 95:

From		To	
-28.582001	140.792995	-28.573577	140.790526
-28.581846	140.822317	-28.569917	140.818876
-28.581929	140.937081	-28.575195	140.947670
-28.570506	140.955436	-28.566142	140.963601

Dated 26 March 2004.

BARRY A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

Application for Grant of an Associated Facilities Licence AFL 10

PURSUANT to section 65 (6) of the Petroleum Act 2000 (the Act) and Delegation dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, notice is hereby given that an application for the grant of an Associated Facilities Licence over the area described below has been received from Stuart Petroleum Limited.

Description of Application Area

A 50 m buffer around line segments defined by the following pairs of co-ordinates (GDA 94), adjacent to Petroleum Exploration Licence PEL 90:

From		To	
469254E	7014131N	470154E	7013691N
471233E	7013706N	471935E	7015234N

Dated 26 March 2004.

BARRY A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

Surrender of Associated Facilities Licence AFL 4

NOTICE is hereby given that I have accepted surrender of the abovementioned Associated Facilities Licence under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

No of Licence	Licensee	Locality	Date of Surrender	Area in km ²	Reference
AFL 4	Stuart Petroleum Limited	Cooper Basin of South Australia	25.3.04	0.72	27/2/266

Description of Area

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

A 50 m buffer around line segments defined by the following pairs of co-ordinates (decimal degrees GDA 94), adjacent to Petroleum Exploration Licence PEL 113 in the State of South Australia:

From		To	
-28.526623	140.251251	-28.524954	140.256312
-28.532093	140.251274	-28.529348	140.259153
-28.539341	140.251253	-28.535119	140.263232
-28.542699	140.251260	-28.538505	140.263372
-28.550597	140.251276	-28.545399	140.266421
-28.554632	140.251278	-28.553405	140.254701
-28.555931	140.251238	-28.560421	140.253629
-28.519105	140.200626	-28.523576	140.202626

Area: 0.72 km² approximately.

Dated 25 March 2004.

BARRY A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

REAL PROPERTY ACT 1886, STRATA TITLES ACT 1988 and
COMMUNITY TITLES ACT 1996

Panel Forms Comply with Standards

I, SIMON LIBBIS, Registrar-General hereby give notice that, pursuant to my powers under the Real Property Act 1886, Strata Titles Act 1988 and Community Titles Act 1996, the panel forms required to be lodged under those Acts shall as from the date of this notice comply with the standards and forms as set forth and as varied from time to time on the Land Services Group internet site at:

http://www.landservices.sa.gov.au/1Professional_Access/LTO_Panel_Forms/

These standards and forms are also available for viewing at the Lands Titles Office, 101 Grenfell Street, Adelaide, S.A. 5000.

This notice supersedes all previous notifications and standards published in the *Government Gazette*.

Dated 25 March 2004.

S. LIBBIS, Registrar-General

TRAINING AND SKILLS DEVELOPMENT ACT 2003

Part 4 - Apprenticeships/Traineeships

Pursuant to the provision of the Training and Skills Development Act 2003, the Training and Skills Commission (TaSC) gives notice that determines the following:

Trades, Declared Vocations or Other Occupations

The following schedule is additional to the gazettals of:

1. 5 February 2004
2. 20 February 2004
3. 11 March 2004-03-29
4. 1 April 2004

Which set out the Trades, Declared Vocations or Other Occupations and the terms and conditions applicable to the Trades, Declared Vocations or other Occupations.

Trades, Declared Vocations or Other Occupations, required Qualifications and Contract of Training Conditions

*Trade/Declared Vocation/Other Occupation	National Code	Qualification	Nominal Term of Contract of Training	Probationary Period
*Aircraft Maintenance Engineer (Mechanical)	MEA40602	Certificate IV in Aeroskills (Avionics)	48 months	3 months
	MEA40702	Certificate IV in Aeroskills (Mechanical)	48 months	3 months
	MEA40802	Certificate IV in Aeroskills (Structures)	48 months	3 months

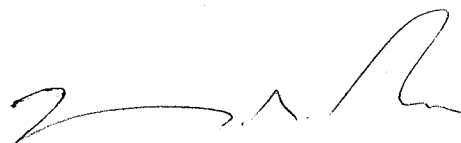
[REPUBLICISHED]

Trans-Tasman Mutual Recognition Act 1997 of the Commonwealth

Trans-Tasman Mutual Recognition (South Australia) Act 1999

ENDORSEMENT OF REGULATIONS

I, MICHAEL DAVID RANN, as the designated person for the State of South Australia, and in accordance with section 43 of the *Trans-Tasman Mutual Recognition Act 1997* of the Commonwealth ("the Act"), endorse the proposed regulations set out in Schedule 1 for the purposes of section 48 of the Act.



M D RANN
PREMIER

SCHEDULE 1

**Trans-Tasman Mutual Recognition Amendment Regulations 2004
(No.)**

Statutory Rules 2004 No. ²

made under the Trans-Tasman Mutual Recognition Act 1997.



Trans-Tasman Mutual Recognition Amendment Regulations 2004 (No.)¹

Statutory Rules 2004 No. ²

I, PHILIP MICHAEL JEFFERY, Governor-General of the Commonwealth of Australia, acting with the advice of the Federal Executive Council, make the following Regulations under the *Trans-Tasman Mutual Recognition Act 1997*.

Dated 2004

Governor-General

By His Excellency's Command

IAN MACFARLANE
Minister for Industry, Tourism and Resources

Regulation 1

1 Name of Regulations

These Regulations are the *Trans-Tasman Mutual Recognition Amendment Regulations 2004* (No.).

2 Commencement

These Regulations commence on the date of their notification in the *Gazette*.

3 Amendment of *Trans-Tasman Mutual Recognition Regulations 1999*

Schedule 1 amends the *Trans-Tasman Mutual Recognition Regulations 1999*.

Schedule 1 Amendment

(regulation 3)

[1] Regulation 5

omit

30 April 2004.

insert

30 April 2005.

Notes

1. These Regulations amend Statutory Rules 1999 No. 60, as amended by 2000 No. 51; 2001 No. 75; 2002 No. 78; 2003 No. 72.
2. Notified in the *Commonwealth of Australia Gazette* on 2004.

2

Trans-Tasman Mutual Recognition Amendment Regulations 2004 (No.)

2004,

WATER MAINS AND SEWERS

Office of the South Australian Water Corporation
Adelaide, 1 April 2004

WATER MAINS LAID

Notice is hereby given that the following main pipes or parts of main pipes have been laid down by the South Australian Water Corporation in or near the undermentioned water districts and are now available for a constant supply of water to adjacent land.

ADELAIDE WATER DISTRICT

CITY OF BURNSIDE
Portrush Road, Beulah Park. p9
Henry Street, Beulah Park. p9
Glyde Street, Beulah Park. p9
Mathilda Street, Beulah Park. p9
Percival Street, Beulah Park. p9
Beulah Road, Beulah Park. p9

THE DISTRICT COUNCIL OF MOUNT BARKER

Yaktanga Way, Mount Barker. p25
Burnbank Way, Mount Barker. p25
Paris Court, Mount Barker. p25

CITY OF ONKAPARINGA

Easements in lots 305 and 306, Oakridge Road, Chandlers Hill. p1 and 2

CITY OF PLAYFORD

Grandview Place, Blakeview. p22
Leicester Grove, Andrews Farm. p23
President Avenue, Andrews Farm. p23
Ensign Court, Andrews Farm. p23
The Grove, Andrews Farm. p23

THE CITY OF PROSPECT

Torrens Road, Ovingham. p14

CITY OF SALISBURY

Lauren Drive, Paralowie. p24

BAROSSA COUNTRY LANDS WATER DISTRICT

WAKEFIELD REGIONAL COUNCIL
Railway Terrace, Hamley Bridge. p10

OWEN WATER DISTRICT

WAKEFIELD REGIONAL COUNCIL
North West Terrace, Owen. p11

WARREN COUNTRY LANDS WATER DISTRICT

BAROSSA COUNCIL
Across Mount Crawford Road, Williamstown. p19
Easements in lot 501 in LTRO FP 18657, Mount Crawford Road, Williamstown. p19

WHYALLA WATER DISTRICT

THE CORPORATION OF THE CITY OF WHYALLA
Mills Street, Whyalla Playford. p13

WATER MAINS ABANDONED

Notice is hereby given that the undermentioned water mains have been abandoned by the South Australian Water Corporation.

ADELAIDE WATER DISTRICT

CITY OF BURNSIDE
Portrush Road, Beulah Park. p9
Henry Street, Beulah Park. p9
Glyde Street, Beulah Park. p9
Mathilda Street, Beulah Park. p9
Percival Street, Beulah Park. p9
Beulah Road, Beulah Park. p9

CITY OF ONKAPARINGA

Waterworks land (lot 4 in LTRO DP 50711), Chandlers Hill. p2 and 3

THE CITY OF PROSPECT

Torrens Road, Ovingham. p14

OUTSIDE ADELAIDE WATER DISTRICT**CITY OF MITCHAM**

Waterworks land (lot 2 in LTRO FP 10112), Belair Road, Belair. p15

WARREN COUNTRY LANDS WATER DISTRICT**BAROSSA COUNCIL**

Mount Crawford Road, Williamstown. p19

WHYALLA WATER DISTRICT

THE CORPORATION OF THE CITY OF WHYALLA
Mills Street, Whyalla Playford. p13

WATER MAINS LAID

Notice is hereby given that the undermentioned water mains have been laid down by the South Australian Water Corporation and are not available for a constant supply of water to adjacent land.

ADELAIDE WATER DISTRICT

CITY OF ONKAPARINGA
Waterworks land (lot 4 in LTRO DP 50711), Chandlers Hill. p2-7
In and across Chandlers Hill Road, Happy Valley. p17 and 18

OUTSIDE ADELAIDE WATER DISTRICT**CITY OF MITCHAM**

Waterworks land (lot 2 in LTRO FP 10112), Belair Road, Belair. p15 and 16

SEWERS LAID

Notice is hereby given that the following sewers have been laid down by the South Australian Water Corporation in the undermentioned drainage area and are now available for house connections.

ADELAIDE DRAINAGE AREA**CITY OF PLAYFORD**

Easement in lot 902 in LTRO DP 62583, and reserve (lot 903 in LTRO DP 63366), Grandview Place, Blakeview. FB 1122 p55 and 56

Grandview Place, Blakeview. FB 1122 p55 and 56
Easement in lots 15-17, Grandview Place, Blakeview. FB 1122
p55 and 57
Easements in lots 14 and 13, Grandview Place, Blakeview.
FB 1122 p55 and 57
Easements in lots 111-108, Grandview Place, Blakeview. FB 1122
p55 and 56
Ensign Court, Andrews Farm. FB 1122 p58 and 59
The Grove, Andrews Farm. FB 1122 p58 and 59

CITY OF SALISBURY

Burton Road, Paralowie. FB 1124 p1 and 2
Lauren Drive, Paralowie. FB 1124 p1 and 2

SEWERS LAID

Notice is hereby given that the undermentioned sewer has been
laid down by the South Australian Water Corporation and is not
available for house connections.

ADELAIDE DRAINAGE AREA

CITY OF PLAYFORD

Stebonheath Road, Munno Para West. FB 1122 p44-48

A. HOWE, Chief Executive Officer, South
Australian Water Corporation.

South Australia

Public Sector Management (Office of Local Government) Proclamation 2004

under section 7 of the *Public Sector Management Act 1995*

1—Short title

This proclamation may be cited as the *Public Sector Management (Office of Local Government) Proclamation 2004*.

2—Commencement

This proclamation will come into operation on 8 April 2004.

3—Transfer of employees of Office of Local Government

The employees of the Department of Transport and Urban Planning who, immediately before the commencement of this proclamation, are working in the Office of Local Government, are transferred to the Department of Trade and Economic Development.

4—Transitional provision—financial accounting and reporting purposes

It is declared that, for financial accounting and reporting purposes, the transfer of employees under this proclamation, and any associated transfer of functions and duties, may be taken to occur on 1 May 2004.

Made by the Governor

with the advice and consent of the Executive Council

on 1 April 2004.

DBMT CS 135/001/028

South Australia

Public Sector Management (Department of Trade and Economic Development) Proclamation 2004

under section 7 of the *Public Sector Management Act 1995*

1—Short title

This proclamation may be cited as the *Public Sector Management (Department of Trade and Economic Development) Proclamation 2004*.

2—Commencement

This proclamation will come into operation on 8 April 2004.

3—Change of name

The title of the Department for Business, Manufacturing and Trade is altered to the *Department of Trade and Economic Development*.

Made by the Governor

with the advice and consent of the Executive Council

on 1 April 2004.

DBMT CS 135/001/028

FAXING COPY?

IF you fax copy to **Government Publishing SA** for inclusion in the *Government Gazette*, there is **no need** to send a Confirmation Copy to us as well.

This creates confusion and may well result in your notice being printed **twice**.

Please use the following fax number:

Fax transmission: (08) 8207 1040
Phone Inquiries: (08) 8207 1045

Please include a contact person, phone number and order number so that we can phone back with any queries we may have regarding the fax copy.

NOTE: Closing time for lodging new copy (fax, hard copy or email) is 4 p.m. on Tuesday preceding the day of publication.

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The address is:

governmentgazette@saugov.sa.gov.au

Documents should be sent as attachments in Word format.

When sending a document via E-mail, please confirm your transmission with a faxed copy of your document, including the date the notice is to be published.

Fax transmission: (08) 8207 1040
Enquiries: (08) 8207 1045

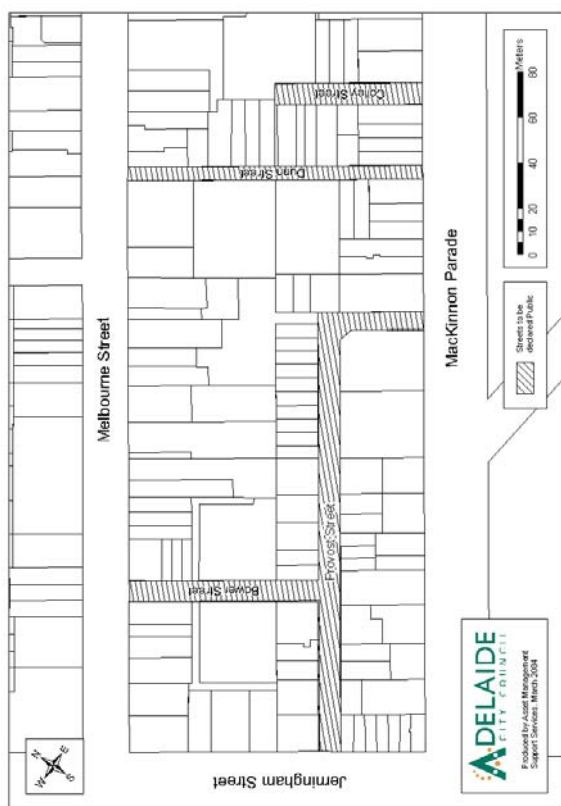
NOTE: Closing time for lodging new copy (fax, hard copy or email) is 4 p.m. on Tuesday preceding the day of publication.

CITY OF ADELAIDE

Declaration as Public Road—Notice of Intention

NOTICE is hereby given pursuant to section 210 of the Local Government Act 1999, that at a future meeting Council intends to declare the following roads to be Public Roads:

- (1) Bower Street in Town Acres 972 and 985, delineated as Allotments 19 and 20 on LTO plan DP654 plus Bower Street in LTO plan FPX16042 which are contained in Partially Cancelled Certificates of Title Volume 274, Folio 192; Volume 274, Folio 194 and Volume 275, Folio 58.
- (2) Colley Street in Town Acre 975, which is delineated as Colley Street on LTO plan C-4007.
- (3) Dunn Street in Town Acres 974 and 983, which is delineated as Dunn Street on LTO plan C-4007 and includes Certificate of Title Volume 621, Folio 78.
- (4) That part of Provost Street in Town Acres 971, 972 and



973, delineated as Allotment 1 on LTO plan FP14213.

M. HEMMERLING, Chief Executive Officer

CITY OF ADELAIDE

Notice of Declaration as Public Road

NOTICE is hereby given pursuant to sections 210 and 219 of the Local Government Act 1999, that at its meeting held on 8 March 2004, Council declared the following road to be Public Road and declares that the name be applied to the said road:

- (1) Nil Street in Town Acres 287 and 288, which is delineated as Nil Street on LTO plan B-1645.

M. HEMMERLING, Chief Executive Officer

CITY OF PLAYFORD

ROADS (OPENING AND CLOSING) ACT 1991

Road Closing—Portion of McEvoy Road, Buckland Park

NOTICE is hereby given pursuant to section 10 of the said Act, that council proposes to make a Road Process Order to close and sell to L. F. Jeffries Nominees Pty Ltd the portion of public road (McEvoy Road), between Brooks Road and Beagle Hole Road, shown as 'A' on Preliminary Plan No. 04/0020.

A copy of the plan and statement of persons affected are available for public inspection at Council's Office, Warooka Drive, Smithfield and the office of the Surveyor-General, 101 Grenfell Street, Adelaide, S.A. 5000, during normal office hours.

Any application for easement or objections must be made in writing, within 28 days from 1 April 2004, to the Council, Warooka Drive, Smithfield, S.A. 5114 and the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001, setting out full details.

Where a submission is made, council will give notification of a meeting to deal with the matter.

T. R. S. JACKSON, Chief Executive Officer

CITY OF PLAYFORD

Naming of Public Road—Bibaringa/Yattalunga

NOTICE is hereby given that the City of Playford at its meeting held on 23 March 2004, resolved pursuant to section 219 of the Local Government Act 1999, that the public road as shown in Deposited Plan 51199 and from Gawler-One Tree Hill Road, Yattalunga to the South Para River be named Riggs Road.

T. JACKSON, Chief Executive Officer

DISTRICT COUNCIL OF BARUNGA WEST

Results of Supplementary Elections—Nominations Received

NOTICE is hereby given that at the close of nominations at 12 noon on Thursday, 18 March 2004, the following person was nominated and elected as candidate unopposed.

Councillor:
Greg O'Connor

No election will be necessary.

Campaign Donations Return

Candidates must forward a campaign donations return to the council's Chief Executive Officer within six weeks after the conclusion of the election.

STEVE TULLY, Returning Officer

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

- Barr, Donald Cleve*, late of 9 Hollister Avenue, Campbelltown, retired public servant, who died on 14 February 2004.
- Bert, Sidney Newport*, late of 15-19 Woodville Road, Woodville South, retired mill manager, who died on 12 October 2003.
- Chadwick, Hilda Matilda*, late of 150 Bay Road, Encounter Bay, widow, who died on 27 January 2004.
- Chelley, Donald Raymond*, late of 170 Oaklands Road, Glengowrie, retired storeman, who died on 14 February 2004.
- Crase, Judith Ann*, late of 494 Fullarton Road, Myrtle Bank, of no occupation, who died on 18 January 2004.
- Gray, Florence Evelyn*, late of 16 Norseman Avenue, Westbourne Park, home duties, who died on 12 February 2004.
- Houlgrave, Gwenyth Gordon*, late of 150 Bay Road, Encounter Bay, of no occupation, who died on 2 January 2004.

Isaac, Mary, late of 57 Hill Street, Campbelltown, of no occupation, who died on 20 February 2004.

Jackson, Norman Edward, late of 10 Majors Road, North Moonta, retired telecommunications technician, who died on 17 February 2004.

Law, Jessie Maud, late of 81-93 Regency Road, Croydon Park, of no occupation, who died on 18 February 2004.

Lines, Kathleen Mary, late of 377 Henley Beach Road, Brooklyn Park, of no occupation, who died on 5 February 2004.

Prideaux, Mildred, late of 10 Charles Street, Rosewater, home duties, who died on 10 February 2004.

Tonkin, Joan Caroline, late of 74A Fisher Street, Fullarton, retired accounts clerk, who died on 5 February 2004.

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 Public Trustee, 25 Franklin Street, Adelaide 5000, full particulars and proof of such claims, on or before 30 April 2004, otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons who are 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 the same to the Public Trustee.

Dated 1 April 2004.

C. J. O'LOUGHLIN, Public Trustee

SOUTH AUSTRALIA—In the Supreme Court. No. 431 of 2001. In the matter of Supermarket Refrigeration Systems Pty Ltd (in liquidation) (ACN 066 373 466) and in the matter of the Corporations Law.

Notice by a Liquidator of His Intention to Seek His Release and Dissolution of the Company

Take notice that I, John Sheahan, Level 8, 26 Flinders Street, Adelaide, the liquidator of the abovenamed company, intend to make application to the Supreme Court of South Australia for my release as the Liquidator and dissolution of the abovenamed company.

And take further notice that if you have any objection to the granting of my release and dissolution of the company you must file at the Supreme Court and also forward to me within 21 days of the publication in the *Gazette* of the notice of my intention to apply for a release and dissolution of the company a notice of objection in the form laid down by the Corporations (South Australia) Rules 1993.

Dated 29 March 2004.

J. SHEAHAN, Liquidator

Note: Section 481 of the Corporations Law enacts that an order of the Court releasing a Liquidator shall discharge him/her in the administration of the affairs of the company, or otherwise in relation to his or her conduct as Liquidator, but any such order may be revoked on proof that it was obtained by fraud or by suppression or by concealment of any material fact.

SOUTH AUSTRALIA—In the Supreme Court. No. 600 of 1992. In the matter of SA Service Stations Pty Ltd (in liquidation) (ACN 007 848 811) and in the matter of the Corporations Law.

Notice by a Liquidator of His Intention to Seek His Release and Dissolution of the Company

Take notice that I, John Sheahan, Level 8, 26 Flinders Street, Adelaide, the liquidator of the abovenamed company, intend to make application to the Supreme Court of South Australia for my release as the Liquidator and dissolution of the abovenamed company.

And take further notice that if you have any objection to the granting of my release and dissolution of the company you must file at the Supreme Court and also forward to me within 21 days of the publication in the *Gazette* of the notice of my intention to apply for a release and dissolution of the company a notice of objection in the form laid down by the Corporations (South Australia) Rules 1993.

Dated 29 March 2004.

J. SHEAHAN, Liquidator

Note: Section 481 of the Corporations Law enacts that an order of the Court releasing a Liquidator shall discharge him/her in the administration of the affairs of the company, or otherwise in relation to his or her conduct as Liquidator, but any such order may be revoked on proof that it was obtained by fraud or by suppression or by concealment of any material fact.

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 by **10 a.m. on Thursday**, which is our publication deadline.

For any corrections to your notice please phone 8207 1045 or Fax 8207 1040 **before** 10 a.m. on Thursday.

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@saugov.sa.gov.au