



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 15 FEBRUARY 2024

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

GOVERNOR'S INSTRUMENTS

ACTS

Department of the Premier and Cabinet
Adelaide, 15 February 2024

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

No. 1 of 2024—Electoral (Control of Corflutes) Amendment Bill 2024

An Act to amend the Electoral Act 1985 and to make a related amendment to the Local Government Act 1999

By command,

ANDREA MICHAELS, MP
For Premier

REGULATIONS

South Australia

Electoral (Control of Corflutes) Amendment Regulations 2024

under the *Electoral Act 1985*

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Part 1—Preliminary

1—Short title

These regulations may be cited as the *Electoral (Control of Corflutes) Amendment Regulations 2024*.

2—Commencement

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

Part 2—Amendment of *Electoral Regulations 2009*

3—Amendment of regulation 16—Prescribed circumstances (section 115)

- (1) Regulation 16—delete "the following circumstances are prescribed in relation to the exhibition of electoral advertisements" and substitute:
 - subsection (1) of that section does not apply in relation to the exhibition of electoral advertisements in the following circumstances
- (2) Regulation 16—after its present contents as amended by this regulation (now to be designated as subregulation (1)) insert:
 - (2) For the purposes of section 115(2b)(c)(ii) of the Act, subsection (2a) of that section does not apply in relation to the exhibition of an electoral advertising poster in the following circumstances:
 - (a) the exhibition of an electoral advertising poster that is attached to an office or committee room of a political party, member of Parliament or candidate in an election, provided that the place of exhibition is more than 100 metres from the entrance to a polling booth open for polling;

- (b) the exhibition of an electoral advertising poster that is adhered to a vehicle or exhibited on the roof of, or a trailer (within the meaning of the *Motor Vehicles Act 1959*) attached to, a vehicle;
- (c) the exhibition of an electoral advertising poster that is attached to fencing or fixtures in or around the following:
 - (i) an enclosed area of land commonly used for playing sports or games, or accommodating the spectators at any sport or game;
 - (ii) an enclosed area of land contiguous to, and used in connection with, land referred to in subparagraph (i),
if the poster is exhibited as part of a paid sponsorship in relation to sports or games played on the land;
- (d) the exhibition of an electoral advertising poster at a show or fair by a political party or member of Parliament, or a candidate or group in an election (the *exhibitor*), if—
 - (i) the show or fair is organised by a person or body that is not—
 - (A) a political party, associated entity (within the meaning of section 130A) or member of Parliament; or
 - (B) a candidate or group in an election; and
 - (ii) the exhibitor holds or sponsors a stall at the show or fair (whether involving the payment of a fee or otherwise) or pays money in sponsorship of the show or fair;
- (e) the exhibition of an electoral advertising poster that is adhered to a person's rubbish bin if the bin is placed on the kerbside by the person in the usual way for the purposes of a regular roadside rubbish collection service.

4—Insertion of regulation 17A

After regulation 17 insert:

17A—Requirements for electoral advertising posters near polling booths (section 125)

For the purposes of section 125(1b) of the Act, an electoral advertising poster exhibited under section 125(1a) must comply with the requirements under Part 13 of the Act relating to electoral advertisements.

Editorial note—

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

Made by the Governor

with the advice and consent of the Executive Council
on 15 February 2024

No 5 of 2024

STATE GOVERNMENT INSTRUMENTS

ASSOCIATIONS INCORPORATION ACT 1985

ORDER PURSUANT TO SECTION 42(2)

Dissolution of Association

WHEREAS the CORPORATE AFFAIRS COMMISSION (the Commission) pursuant to section 42(1) of the *Associations Incorporation Act 1985* (the Act) is of the opinion that the undertaking or operations of **ABORIGINAL BASKETBALL ACADEMY INCORPORATED** (the Association) being an incorporated association under the Act are being carried on, or would more appropriately be carried on by a Company Limited by Guarantee incorporated under the *Corporations Act 2001* (Cth) **AND WHEREAS** the Commission was on **28 NOVEMBER 2023** requested by the Association to transfer its undertaking to **ABORIGINAL BASKETBALL ACADEMY LIMITED** (Australian Company Number 674 482 994), the Commission pursuant to section 42(2) of the Act **DOES HEREBY ORDER** that on **15 FEBRUARY 2024** the Association will be dissolved, the property of the Association becomes the property of **ABORIGINAL BASKETBALL ACADEMY LIMITED** and the rights and liabilities of the Association become the rights and liabilities of **ABORIGINAL BASKETBALL ACADEMY LIMITED**.

Given under the seal of the Commission at Adelaide this 7th day of **February 2024**.

LISA BERRY

A delegate of the Corporate Affairs Commission

ASSOCIATIONS INCORPORATION ACT 1985

ORDER PURSUANT TO SECTION 42(2)

Dissolution of Association

WHEREAS the CORPORATE AFFAIRS COMMISSION (the Commission) pursuant to section 42(1) of the *Associations Incorporation Act 1985* (the Act) is of the opinion that the undertaking or operations of **POTATOES SOUTH AUSTRALIA INCORPORATED** (the Association) being an incorporated association under the Act are being carried on, or would more appropriately be carried on by a Company Limited by Guarantee incorporated under the *Corporations Act 2001* (Cth) **AND WHEREAS** the Commission was on **8 NOVEMBER 2024** requested by the Association to transfer its undertaking to **POTATOES AUSTRALIA LIMITED** (Australian Company Number **650 212 543**), the Commission pursuant to section 42(2) of the Act **DOES HEREBY ORDER** that on **15 FEBRUARY 2024**, the Association will be dissolved, the property of the Association becomes the property of **POTATOES AUSTRALIA LIMITED** and the rights and liabilities of the Association become the rights and liabilities of **POTATOES AUSTRALIA LIMITED**.

Given under the seal of the Commission at Adelaide this 9th day of **February 2024**.

LISA BERRY

A delegate of the Corporate Affairs Commission

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Ministerial Exemption ME9903298

TAKE NOTICE that pursuant to section 115 of the *Fisheries Management Act 2007*, I Professor Gavin Begg, Executive Director Fisheries and Aquaculture, delegate of the Minister for Primary Industries and Regional Development, hereby declare that holders of a Commonwealth concession issued under the *Fisheries Management Act 1991* (Commonwealth) (the 'exemption holder') are exempt from section 72 of the *Fisheries Management Act 2007* and regulation 6(c) of the *Fisheries Management (General) Regulations 2017*, but only insofar as the exemption holders may possess Snapper (*Chrysophrys auratus*) on a fishing vessel that may be used under their Commonwealth concession while transiting the Snapper closure area (the 'exempted activity'), subject to the conditions set out in Schedule 1 during the period specified in Schedule 2 unless varied or revoked earlier.

SCHEDULE 1

1. All Snapper in the exemption holder's possession must have been taken lawfully in waters outside the **Snapper closure area**.
2. At least one hour prior to travelling through any part of the Snapper closure area described in this notice, the exemption holder must, if in possession of Snapper, make a prior report to the Department of Primary Industries and Regions (PIRSA) via the Commercial Fishing SA App or Fishwatch on 1800 065 522 and must provide the Department the following information:
 - The name of the person making the telephone call or providing the information via the App;
 - Contact phone number of the person making the telephone call or providing the information via the App;
 - The Commonwealth concession type and number;
 - Name of vessel;
 - Weight of Snapper on board;
 - The time the boat will enter the Snapper closure area; and
 - The point of landing.
3. At least one hour prior to arrival at the point of landing in South Australia the exemption holder must, if in possession of Snapper, make a prior report to PIRSA via the Commercial Fishing SA App or Fishwatch (1800 065 522) of the time the boat will arrive at the nominated point of landing.
4. The exemption holder must not delete or alter track logs recorded on electronic devices (e.g. Chart plotter, Global Positioning System) on board the boat for a period of 7 days after creating the track log if the boat has transited the Snapper closure area.
5. While engaging in the exempted activity, the exemption holder must be in possession of a copy of this notice. This notice must be produced to a Fisheries Officer if requested.

SCHEDULE 2

From 0001 hours on 9 February 2024 until 2359 hours on 8 February 2025.

For the purpose of this Notice, the **Snapper closure area** includes all of the following waters:

Gulf St. Vincent and Kangaroo Island Fishing Zone - the waters of Gulf St. Vincent and surrounding waters contained within and bounded by a line commencing at Mean High Water Springs closest to 34°59'59.95" South, 136°58'07.73" East (Gleasons Landing, Yorke Peninsula), then beginning southerly following the line of Mean High Water Springs to the location closest to 35°38'26.13" South, 138°07'28.73" East (southern Fleurieu Peninsula), then southerly to Mean High Water Springs closest to 35°48'07.14" South, 138°07'28.73" East (Cape St. Albans, Kangaroo Island), then beginning south-westerly following the line of Mean High Water Springs to the location closest to 35°59'59.95" South, 136°41'04.52" East (south-western Kangaroo Island), then westerly to 35°59'59.95" South, 136°00'00.03" East, then northerly to 35°29'59.95" South, 136°00'00.03" East, then easterly to 35°29'59.95" South, 136°40'12.03" East, then northerly to 34°59'59.95" South, 136°40'12.03" East, then easterly to the point of commencement;

West Coast Fishing Zone - the waters adjacent to the west coast of South Australia contained within and bounded by a line commencing at Mean High Water Springs closest to 31°41'16.13" South, 129°00'00.03" East (Western Australian-South Australian border), then beginning southerly following the line of Mean High Water Springs to the location closest to 33°59'59.90" South, 136°15'32.12" East (western Eyre Peninsula), then westerly to 33°59'59.95" South, 134°00'00.03" East, then southerly to 34°59'59.95" South, 134°00'00.03" East, then westerly to 34°59'59.95" South, 132°00'00.03" East, then northerly to 33°59'59.95" South, 132°00'00.03" East, then westerly to 33°59'59.95" South, 131°00'00.03" East, then northerly to 32°59'59.95" South, 131°00'00.03" East, then westerly to 32°59'59.95" South, 129°00'00.03" East, then northerly to the point of commencement;

Spencer Gulf Fishing Zone - the waters of Spencer Gulf and surrounding water contained within and bounded by a line commencing at Mean High Water Springs closest to 33°59'59.90" South, 135°15'32.12" East (western Eyre Peninsula), then beginning southerly following the line of Mean High Water Springs to the location closest to 34°59'59.95" South, 136°58'07.73" East (Gleasons Landing, Yorke Peninsula), then westerly to 34°59'59.95" South, 136°40'12.03" East, then southerly to 35°29'59.95" South, 136°40'12.03" East, then westerly to 35°29'59.95" South, 136°00'00.03" East, then southerly to 36°59'59.95" South, 136°00'00.03" East, then westerly to 36°59'59.95" South, 135°00'00.03" East, then northerly to 35°59'59.95" South, 135°00'00.03" East, then westerly to 35°59'59.95" South, 134°00'00.03" East, then northerly to 33°59'59.95" South, 134°00'00.03" East, then easterly to the point of commencement; and

Port Adelaide River estuary - all waters of the Port Adelaide River estuary contained within and bounded by a line commencing at the line of Mean High Water Springs closest to 34°40'12.26" South, 138°26'35.25" East (end of Port Gawler Road), then beginning easterly following the line of Mean High Water Springs, including West Lakes, North Arm and tributaries, to the location closest to 34°46'59.03" South, 138°28'40.48" East, then north-westerly to the point of commencement, but excluding any land or waters so encompassed that lie landward of the line of Mean High Water Springs.

For the purpose of this notice all lines are geodesics based on the Geocentric Datum of Australia 2020 (GDA2020). GDA2020 has the same meaning as in the *National Measurement (Recognized-Value Standard of Measurement of Position) Determination 2017* made under section 8A of the National Measurement Act 1960 of the Commonwealth. All co-ordinates are expressed in terms of GDA2020.

Dated: 30 January 2024

PROF. GAVIN BEGG
Executive Director
Fisheries And Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

HOUSING IMPROVEMENT ACT 2016

Rent Control Revocations

Whereas the Minister for Human Services Delegate is satisfied that each of the houses described hereunder has ceased to be unsafe or unsuitable for human habitation for the purposes of the *Housing Improvement Act 2016*, notice is hereby given that, in exercise of the powers conferred by the said Act, the Minister for Human Services Delegate does hereby revoke the said Rent Control in respect of each property.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
14 Wakeham Street, Adelaide SA 5000	Allotment 579 Filed Plan 182231 Hundred of Adelaide	CT5911/792
31 Hughes Avenue, Henley Beach SA 5022	Allotment 98 Deposited Plan 5192 Hundred of Yatala	CT 5675/49

Dated: 15 February 2024

CRAIG THOMPSON
Housing Regulator and Registrar
Housing Safety Authority, SAHA
Delegate of Minister for Human Services

LAND ACQUISITION ACT 1969

*Erratum***Recital**

By Notice of Acquisition (reference DIT: 2023/01343/01) published in *The South Australian Government Gazette* on 8 February 2024 at page 143 ("Notice"), the Commissioner of Highways gave notice that he acquired the following interest in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Allotment 85 in Filed Plan 19717 comprised in Certificate of Title Volume 5749 Folio 7.

The Notice was incorrect in the following respects:

The land identified as Allotment 85 in Filed Plan 19717 is comprised in Certificate of Title Volume 5749 Folio 729; not Certificate of Title Volume 5749 Folio 7.

Erratum

The Notice is to be read as if the land acquired was defined as follows:

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Allotment 85 in Filed Plan 19717 comprised in Certificate of Title Volume 5749 Folio 729.

In all other respects the Notice remains unchanged.

Dated: 14 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2023/01343/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 308 in Filed Plan 19503 comprised in Certificate of Title Volume 5294 Folio 118 and being the whole of the land identified as Allotment 3082 in D133525 lodged in the Land Title Office.

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

2. Compensation

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

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: 08 7133 2457

Dated: 13 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2022/11126/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising the entirety of the right, estate or interest of Shane Peter Rosenboom, whether as lessee, as sub-lessee or as licensee or otherwise in that piece of land being the whole of Unit 3 in Strata Plan 5038 comprised in Certificate of Title Volume 5037 Folio 100.

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

2. Compensation

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

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: 08 7133 2457

Dated: 13 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2022/11117/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:
Comprising an encumbered estate in fee simple in that piece of land being the whole of Allotment 340 in Filed Plan 19503 comprised in Certificate of Title Volume 5850 Folio 715, subject to party wall right(s) over the land marked A (TG 9110074), subject to free and unrestricted right(s) of way over the land marked C, together with party wall right(s) over the land marked B (TG 9110075), together with free and unrestricted right(s) of way over the land marked D.

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

2. Compensation

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

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: 08 7133 2457

Dated: 13 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2022/02750/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:
Comprising an unencumbered estate in fee simple in that piece of land being the whole of Allotment 10 Deposited Plan 2678 comprised in Certificate of Title Volume 5578 Folio 273.

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

2. Compensation

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

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Daniel Tuk
GPO Box 1533
Adelaide SA 5001
Telephone: 08 7133 2479

Dated: 13 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2023/05366/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:
Comprising an unencumbered estate in fee simple in that piece of land being the whole of Allotment 3 in Deposited Plan 2678 comprised in Certificate of Title Volume 5096 Folio 900.

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

2. Compensation

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

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Daniel Tuk
GPO Box 1533
Adelaide SA 5001
Telephone: 08 7133 2479

Dated: 14 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2023/05393/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie Street, Adelaide SA 5000, acquires the following interests in the following land:
Comprising an estate in fee simple in that piece of land being the whole of Allotment 101 in Deposited Plan 76159 comprised in Certificate of Title Volume 6056 Folio 23, subject to easement(s) over the land marked A and B to Distribution Lessor Corporation (Subject to Lease 8890000 (TG 11341152) and subject to easement(s) with limitations over the land marked C to Distribution Lessor Corporation (Subject to Lease 8890000 (TG 11341152).

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

2. Compensation

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

2A. Payment of professional costs relating to acquisition (Section 26B)

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10,000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

3. Inquiries

Inquiries should be directed to: Daniel Tuk
GPO Box 1533
Adelaide SA 5001
Telephone: 08 7133 2479

Dated: 14 February 2024

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO
Manager, Property Acquisition
(Authorised Officer)
Department for Infrastructure and Transport

DIT 2022/09670/01

LOCAL GOVERNMENT (ELECTIONS) ACT 1999**CITY OF ONKAPARINGA***Close of Roll for Supplementary Election*

Due to the resignation of a member of the council, a supplementary election will be necessary to fill the vacancy of Councillor for Pimpala Ward.

The voters roll for this supplementary election will close at 5pm on Thursday 29 February 2024.

You are entitled to vote in the election if you are enrolled on the State electoral roll for the council area. If you have recently turned 18 or changed your residential or postal address, you must complete an electoral enrolment form available online at www.ecsa.sa.gov.au.

If you are not eligible to enrol on the State electoral roll you may still be entitled to enrol to vote if you own or occupy a property in the council area. Contact the council to find out how.

Nominations to fill the vacancy will open on Thursday 4 April 2024 and will be received until 12 noon on Thursday 18 April 2024.

The election will be conducted entirely by post with the return of ballot material to reach the Returning Officer no later than 12 noon on polling day, Monday 3 June 2024.

MICK SHERRY
Returning Officer

LOCAL GOVERNMENT (ELECTIONS) ACT 1999**TATIARA DISTRICT COUNCIL***Close of Roll for Supplementary Election*

Due to the resignation of a member of the council, a supplementary election will be necessary to fill the vacancy of Area Councillor.

The voters roll for this supplementary election will close at 5pm on Thursday 29 February 2024.

You are entitled to vote in the election if you are enrolled on the State electoral roll for the council area. If you have recently turned 18 or changed your residential or postal address, you must complete an electoral enrolment form available online at www.ecsa.sa.gov.au.

If you are not eligible to enrol on the State electoral roll you may still be entitled to enrol to vote if you own or occupy a property in the council area. Contact the council to find out how.

Nominations to fill the vacancy will open on Thursday 4 April 2024 and will be received until 12 noon on Thursday 18 April 2024.

The election will be conducted entirely by post with the return of ballot material to reach the Returning Officer no later than 12 noon on polling day, Monday 3 June 2024.

MICK SHERRY
Returning Officer

MENTAL HEALTH ACT 2009*Authorised Medical Practitioner*

NOTICE is hereby given in accordance with Section 93(1) of the *Mental Health Act 2009* that the Chief Psychiatrist has determined the following person as an Authorised Medical Practitioner:

Trushna Murgahayah

A determination will be automatically revoked upon the person being registered as a specialist psychiatrist with the Australian Health Practitioner Regulation Agency and as a fellow of the Royal Australian and New Zealand College of Psychiatrists.

Dated: 9 February 2024

DR BRIAN MCKENNY
Acting Chief Psychiatrist

MENTAL HEALTH ACT 2009

Authorised Mental Health Professional

NOTICE is hereby given in accordance with Section 94(1) of the *Mental Health Act 2009*, that the Chief Psychiatrist has determined the following persons as an Authorised Mental Health Professional:

Angela Holland
Emma Lee Singh
Jennifer Driscombe

A person's determination as an Authorised Mental Health Professional expires three years after the commencement date.

Dated: 9 February 2024

DR BRIAN MCKENNY
Acting Chief Psychiatrist

PASSENGER TRANSPORT REGULATIONS 2009

Determination of Fares and Charges for Regular Passenger Services Within Metropolitan Adelaide—Variation Notice

Pursuant to regulation 149(1)(a) and (1)(b) of the *Passenger Transport Regulations 2009*, I hereby vary the '*Determination of Fares and Charges for Regular Passenger Services Within Metropolitan Adelaide*' (the Determination) as published in the *South Australian Government Gazette* on 18 May 2023 (pp 1183-1185) by:

1. Removing section 3, Schedule 1 of the Determination and replacing it with the following:

“3. Paper Singletrip

<i>Peak</i>			<i>Off-peak</i>		
Regular	Concession	Student	Regular	Concession	Student
\$6.20	\$3.10	\$3.10	\$4.20	\$1.50	\$1.50

A Paper Singletrip can be used to transfer to any bus, tram or train service within 2 hours of first validation at no additional charge.

Paper Singletrips are available for purchase from Mobile Ticket Vending Machines onboard trains and trams.

Paper Singletrip fares can also be loaded onto a Metrocard. If a Metrocard is required, then a person must pay for the cost of the Metrocard (see item 2 above) in addition to the relevant Paper Singletrip fare.”

2. Removing the references to “Mastercard or Visa” in section 6, Schedule 1 of the Determination;
3. Removing the reference to “4:30am” in section 4, Schedule 1 of the Determination and replacing it with “4:00am”; and
4. Adding the following text to the end of Schedule 1 of the Determination:

“16. QR Code Ticket*Daytrip*

Regular	Concession	Student
\$11.70	\$5.90	\$5.90

Singletrip

<i>Peak</i>			<i>Off-peak</i>		
Regular	Concession	Student	Regular	Concession	Student
\$4.25	\$2.05	\$1.50	\$2.40	\$1.20	\$1.20

Visitor Pass (3 days)

\$27.20

A QR Code Ticket is available via the Adelaide Metro Buy & Go app.

A QR Code Ticket must be validated by holding a linked digital device near a validator until the validator validates the QR Code Ticket. Any time period associated with the fare type purchased (for example, transfers at no additional charge within a 2-hour period) will commence on activation of the QR Code Ticket and not on first validation. Multiple fares for persons travelling together on the same journey can be combined into one QR Code Ticket (up to five fares can be combined).”

This determination:

- a. Will take effect from the date that this notice is published in the *Government Gazette* and will remain in force until varied or revoked by a subsequent notice; and

Varies the *Determination of Fares and Charges for Regular Passenger Services Within Metropolitan Adelaide* as published in the *Government Gazette* on 18 May 2023 (pp 1183-1185).

Dated: 13 February 2024

HON ANASTASIOS KOUTSANTONIS MP
Minister for Infrastructure and Transport

PASSENGER TRANSPORT REGULATIONS 2009

REGULATIONS 3 AND 149(1)(C)

'QR Code Ticket'—Approval and determination

I, the Hon Anastasios Koutsantonis MP, Minister for Infrastructure and Transport in the State of South Australia:

1. Pursuant to regulation 3(1) of the *Passenger Transport Regulations 2009* (the Regulations), hereby **approve** as a “**ticket**” for the purposes of the Regulations, a Quick Response (QR) code that is generated by the Adelaide Metro Buy & Go app, is displayed on a linked digital device and is capable of being read by the Department for Infrastructure and Transport’s (the Department’s) ticket validators (hereby referred to as a ‘QR Code Ticket’).
2. Pursuant to regulation 149(1)(c) of the Regulations, hereby **determine** that the form of a QR Code Ticket is a QR code that is generated by the Adelaide Metro Buy & Go app, is displayed on a linked digital device and is capable of being read by the Department’s ticket validators.
3. In this approval and determination:
Adelaide Metro Buy & Go app is the digital application entitled “Adelaide Metro Buy & Go app” that is made available by the Department for use with the Department’s ticket validators and that can be downloaded from the Apple App Store or from the Google Play Store.
Quick Response (QR) code is a type of two-dimensional data matrix barcode.
4. This approval and determination:
 - a. Will take effect from the date that this notice is published in the *South Australian Government Gazette* and will remain in force until varied or revoked by a subsequent notice; and
 - b. Are not intended to revoke any previous approvals or determinations under regulation 3(1) and 149(1)(c).

Dated: 13 February 2024

HON ANASTASIOS KOUTSANTONIS MP
Minister for Infrastructure and Transport

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 76

*Amendment to the Planning and Design Code**Preamble*

It is necessary to amend the Planning and Design Code (the Code) in operation at 8 February 2024 (Version 2024.2) in order to make changes of form relating to the Code’s spatial layers and their relationship with land parcels. NOTE: There are no changes to the application of zone, subzone or overlay boundaries and their relationship with affected parcels or the intent of policy application as a result of this amendment.

1. PURSUANT to section 76 of the *Planning, Development and Infrastructure Act 2016* (the Act), I hereby amend the Code in order to make changes of form (without altering the effect of underlying policy), correct errors and make operational amendments as follows:
 - a. Undertake minor alterations to the geometry of the spatial layers and data in the Code to maintain the current relationship between the parcel boundaries and Code data as a result of the following:
 - i. New plans of division deposited in the Land Titles Office between 24 January 2024 and 6 February 2024 affecting the following spatial and data layers in the Code:
 - A. Zones and subzones
 - B. Technical and Numeric Variations
 - Building Heights (Levels)
 - Building Heights (Metres)
 - Finished Ground and Floor Levels
 - Minimum Frontage
 - Minimum Site Area
 - Minimum Primary Street Setback
 - Minimum Side Boundary Setback
 - Future Local Road Widening Setback
 - C. Overlays
 - Affordable Housing
 - Environment and Food Production Area
 - Future Local Road Widening
 - Hazards (Bushfire - High Risk)
 - Hazards (Bushfire - Medium Risk)
 - Hazards (Bushfire - General Risk)
 - Hazards (Bushfire - Urban Interface)
 - Hazards (Bushfire - Regional)
 - Hazards (Bushfire - Outback)
 - Heritage Adjacency
 - Historic Area
 - Local Heritage Place
 - Limited Land Division
 - Major Urban Transport Routes
 - River Murray Flood Plain Protection Area
 - State Heritage Place
 - Stormwater Management
 - Urban Transport Routes
 - Urban Tree Canopy

- b. In Part 13 of the Code – Table of Amendments, update the publication date, Code version number, amendment type and summary of amendments within the ‘Table of Planning and Design Code Amendments’ to reflect the amendments to the Code as described in this Notice.
2. PURSUANT to section 76(5)(a) of the Act, I further specify that the amendments to the Code as described in this Notice will take effect upon the date those amendments are published on the SA planning portal.

Dated: 8 February 2024

GREG VAN GAANS
 Director, Land and Built Environment,
 Department for Trade and Investment
 Delegate of the Minister for Planning

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 108(1)

Nuclear Powered Submarine Construction Yard

Preamble

Section 108(1)(c) of the *Planning, Development and Infrastructure Act 2016* allows the Minister for Planning (the Minister) to declare by notice published in the Gazette and on the SA Planning Portal that development (either in the State generally, or in a specified part of the State) falls within the category of *impact assessed development*. In doing so, the Minister must consider the principles outlined in regulation 27(2) of the *Planning, Development and Infrastructure (General) Regulations 2017*.

NOTICE

PURSUANT to section 108(1)(c) of the *Planning, Development and Infrastructure Act 2016*, having taken into account those principles prescribed under regulation 27(2) of the *Planning, Development and Infrastructure (General) Regulations 2017* (the Regulations) and having given consideration to the matters under regulation 27(3) of the Regulations, I declare that all development of a kind specified in Schedule 1 of this Notice occurring in the part of the State specified in Schedule 2 of this Notice as *impact assessed development*.

SCHEDULE 1

Specified Kinds of Development

Development for the purposes of establishing and operating a Nuclear-Powered Submarine Construction Yard at Osborne (being on the land and coastal waters specified in Schedule 2), including:

- (a) development associated with the construction and operation of a submarine construction yard, including
- (i) facilities associated with maritime construction works in respect of submarines for defence of the Commonwealth, including:
 - i. the processing of raw steel and other products to manufacture submarine components;
 - ii. general steel processing including cutting, forming, welding and nondestructive evaluation;
 - iii. general and specialist machining in support of fabrication and outfitting;
 - iv. outfitting of submarine sections and other structures with welded components such as submarine decks and fixed pipework;
 - v. outfitting units and other structures with electrical, mechanical and piping components;
 - vi. assembly, testing, commissioning and services installation in support of combat system integration;
 - vii. manufacture of pipe and electrical components;
 - viii. assembly, testing and commissioning of the nuclear propulsion system (but excluding the manufacture of the reactor power module);
 - ix. assembly, construction and commissioning of submarines;
 - x. on-site system testing, commissioning and set-to-work activities; and
 - xi. mechanical, hydraulic and electrical conveyance for the purpose of moving submarine components and submarine launch activities;
 - (ii) the storage or warehousing of chemicals or chemical products, including appropriate bunding/hardstand,
 - (iii) facilities and works associated with abrasive blasting and surface coating of submarines;
 - (iv) wet basin, wharf and related support facilities including any associated works (including dredging for the purposes of construction and operation of vessel berths but excluding dredging for the purposes of deepening the Port River Channel);
 - (v) truck loading and unloading facilities, access and egress;
 - (vi) ancillary infrastructure, including guard houses, car parking, warehousing, office accommodation, health centre, data centre and general information and communication technology services, sleeping quarters, and general amenities including training facilities and other staff and visitor support facilities, security, and access;
 - (vii) temporary construction compound and laydown areas; and
 - (viii) temporary protected storage of waste, including low-level radioactive waste;
- (b) development associated with any change in the use of land and coastal waters associated with any development within the ambit of the preceding paragraphs;
- (c) development associated with the construction, installation or provision of any or all of the following infrastructure, facilities and services:
- (i) stormwater;
 - (ii) water supply;
 - (iii) power supply;
 - (iv) telecommunications; and
 - (v) waste water treatment or disposal

in each case, associated with any development within the ambit of the preceding paragraphs;

- (d) development (including development undertaken on land or coastal waters in the State, inclusive but not limited to the land and coastal waters specified in Schedule 2) associated with any excavation or filling of land associated with any development within the ambit of the preceding paragraphs;
- (e) development (including development undertaken on land or coastal waters in the State, inclusive but not limited to the land and coastal waters specified in Schedule 2) associated with the division of land associated with any development within the ambit of the preceding paragraphs; and
- (f) any related or ancillary development (including development undertaken on land or coastal waters in the State, inclusive but not limited to the land and coastal waters specified in Schedule 2) associated with any development within the ambit of the preceding paragraphs;

but excluding:

- (i) the relocation of existing electricity transmission lines, substation and gas pipelines;
- (ii) works and activities associated with existing port and harbour operations; and
- (iii) works associated with the construction and alteration of a road on Lot 103 DP82690, Lot 110 DP118046, Lot 777 DP87145, QP7 DP74306, Lot 208 DP 64682, Lot 801 DP76925 and Lot 601 DP121984.

SCHEDULE 2

Specified Part of the State

The following part of the State is specified for the purposes of the Notice:

- (a) The land comprised in the Certificate of Title and Volume located at Osborne in the table and map below.
- (b) Portion of the coastal waters comprised in the map below.

CT6191/179	CT6191/180	CT6191/181	CT6191/182	CT6268/862	CT6236/388
CT6262/182	CT6289/763	CT6088/174	CT6088/171	CT6088/170	CT6088/177
CT6282/172	CT6088/175	CT6282/178	CT5858/214	CT5855/133	CT5856/14
CT6088/188	CT6088/186	CT6088/185	CT6088/184	CT6088/183	CT6231/17
CT6231/5	CT6282/169	CT6088/193	CT6088/190	CT6088/189	CT 6191/178
CT6191/176	CT6060/497	CT6282/175			



Dated: 12 February 2024

HON NICK CHAMPION MP
Minister for Planning

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER

Road Closure—McBeath Drive, Skye and Horsnell Gully

By Road Process Order made on 17 November 2022, the City of Burnside and the Adelaide Hills Council ordered that:

1. Portion Portions of Section 906, Hundred of Adelaide, more particularly delineated and numbered '1', '2' and '3' in Preliminary Plan 17/0066 be opened as road.
2. Portions of McBeath Drive, Skye and Horsnell Gully, situated adjoining Section 906, Hundred of Adelaide, more particularly delineated and lettered 'A', 'B', 'C' and 'D' in Preliminary Plan 17/0066 be closed.
3. Transfer the whole of the land subject to closure to Boral Resources (SA) Ltd (ACN: 007 516 494) in accordance with the Agreements for Exchange dated 17 November 2022 entered into between the City of Burnside, the Adelaide Hills Council and Boral Resources (SA) Ltd (ACN: 007 516 494).

On 13 February 2024 that order was confirmed by the Minister for Planning conditionally upon the deposit by the Registrar-General of Deposited Plan 131059 being the authority for the new boundaries.

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

Dated: 15 February 2024

B. J. SLAPE
Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Road Closure—The Esplanade, Parham*

By Road Process Order made on 30 October 2023, the Adelaide Plains Council ordered that:

1. Portion of The Esplanade, Parham, situated adjoining Section 631, Hundred of Dublin, more particularly delineated and lettered 'A' in Preliminary Plan 22/0051.
2. Issue a Certificate of Title to the Adelaide Plains Council for the whole of the land subject to closure in accordance with the Application for Document of Title dated 21 July 2023.
3. The following easement is to be granted over portion of the land subject to closure:
Grant to the South Australian Water Corporation an easement for water supply purposes over the land marked 'A' in Deposited Plan 133344.

On 7 February 2024 that order was confirmed by the Minister for Planning conditionally upon the deposit by the Registrar-General of Deposited Plan 133344 being the authority for the new boundaries.

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

Dated: 15 February 2024

B. J. SLAPE
Surveyor-General

2023/00143/01

SUPREME COURT ACT 1935

Notice of Vexatious Litigant

In The Supreme Court of South Australia
In The Civil Jurisdiction
NO. CIV 010913 OF 2021
File Document Number—37

BETWEEN: Woolworths Group Limited (Applicant) and Thomas Courtney KEANE (Respondent).

JUDGMENT

Judicial Officer: The Honourable Justice McDonald
Date of Application: 3 May 2023

Date of Judgment: 2 February 2024
Date of Order: 2 February 2024
Appearances: M Douglas for the Applicant
Respondent in person

The Court orders that:

1. The Respondent is prohibited from instituting further proceedings in any Court of the State of South Australia without the permission of this Court pursuant to s 39(1)(a) of the *Supreme Court Act 1935* (SA).
2. The proceedings commenced by Mr Keane in the Adelaide Magistrates Court on 27 January 2023 (file number CIV-23-000689) are permanently stayed pursuant to s 39(1)(b) of the *Supreme Court Act 1935* (SA).
3. The interlocutory application (FDN 33) is to be dismissed in that it discloses no reasonable basis for the order made.

LEAH MCLAY
Registrar of the Supreme Court

LOCAL GOVERNMENT INSTRUMENTS

CITY OF TEA TREE GULLY

LOCAL GOVERNMENT ACT 1999

Revocation of Community Land Classification Amended Community Land Management Plans

Notice is hereby given that the City of Tea Tree Gully at its meeting held on 30 January 2024 resolved pursuant to Section 194(3)(b) of the *Local Government Act 1999* to revoke the community land classification of the following land and pursuant to Section 198(4) resolved to amend the following Community Land Management Plans:

- Portion Allotment 18 in Deposited Plan 9917, CT5274/796 located at 962-974 Grand Junction Road, Holden Hill and amended the Holden Hill Community Land Management Plan
- Portion Allotment 49 in Deposited Plan 9814, CT5111/510 located at 6-8 Kimberley Avenue, Modbury North and amended the Modbury North Community Land Management Plan.
- Amended Community Land Management Plan – Tilley Recreation Park.

A copy of the Amendment Register may be viewed by visiting Council's [website](#) and the amended Community Land Management Plans may be viewed by clicking [here](#)

Dated: 15 December 2024

RYAN MCMAHON
Chief Executive Officer

CITY OF WEST TORRENS

Renaming of Public Reserve

NOTICE is hereby given that at its meeting on 23 January 2024, the Council approved the renaming of 'Kesmond Reserve', Keswick to 'Karkungka', effective from 15 February 2024, pursuant to Section 219 of the *Local Government Act 1999*.

Dated: 9 February 2024

ANGELO CATINARI
Chief Executive Officer

ALEXANDRINA COUNCIL

Exclusion of Land from Community Land Classification.

The following land has been acquired by Alexandrina Council and has been excluded from classification as community land by resolutions of Council pursuant to section 193(4)(a) of the *Local Government Act 1999*.

1. Certificate of Title Volume 6287 Folio 505 – Allotment 3 in Filed Plan 7836 located at 15 Cadell Street Goolwa. By resolution of Council on 20 March 2023.
2. Certificate of Title Volume 6229 Folio 684 – Allotment 1594 in Deposited Plan 122280 located at 210 Excelsior Parade Hindmarsh Island. By resolution of Council on 15 May 2023.
3. Certificate of Title Volume 6285 Folio 980 – Pieces 3500, 3501 and 3502 in Deposited Plan 130681 located at Randell Road Hindmarsh Island. By resolution of Council on 15 May 2023.
4. Certificate of Title Volume 5485 Folio 206 – Allotment 2 in Filed Plan 11758 located at 22 South Terrace Strathalbyn. By resolution of Council on 18 September 2023.
5. Certificate of Title Volume 5365 Folio 954 – Allotment 1 in Filed Plan 11758 located at 24 South terrace Strathalbyn. By resolution of Council on 18 September 2023.
6. Certificate of Title Volume 6078 Folio 232 – Allotment 1 in Deposited Plan 86285 located at Berry Road Mount Compass. By resolution of Council on 16 October 2023.

Dated: 8 February 2024

NIGEL MORRIS
Chief Executive Officer

YORKE PENINSULA COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

Road Closings—West Terrace, Ardrossan, Johns Road, Nalyappa

NOTICE is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991* that the Yorke Peninsula Council proposes to make a Road Process Order to close and sell to the adjoining landowners the following Public Roads:

- A portion of West Terrace between First Street and Second Street, more particularly delineated and lettered 'A' on Preliminary Plan 24/0007.
- The Un-made Public Road (Johns Road) adjoining Sections 463, 464 and BE in the Hundred of Tiparra and allotment 312 in F196873, more particularly delineated and lettered 'A' & 'B' on Preliminary Plan 24/0008.

The Preliminary Plan is available for public inspection at the office of the Yorke Peninsula Council, 8 Elizabeth Street Maitland, and the Adelaide Office of the Surveyor-General located at Level 10, 83 Pirie Street Adelaide, during normal office hours. The Preliminary Plan can also be viewed at www.sa.gov.au/roadsactproposals.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the Yorke Peninsula Council, PO Box 57 Maitland SA 5573 within 28 days of this notice and a copy must be forwarded to the Surveyor-General at GPO Box 1815, Adelaide 5001. Where a submission is made, the applicant must be prepared to support their submission in person upon council giving notification of a meeting at which the matter will be considered.

Dated: 15 February 2024

ANDREW CAMERON
Chief Executive Officer

PUBLIC NOTICES

ELECTRICITY ACT 1996

STANDARD POST-PAYMENT CONTRACT

Electricity Retail Service—Andamooka Power House

This contract sets out the terms on which we connect and sell electricity to you as a customer at your current supply address.

These standard terms and conditions are published in accordance with section 36 of the *Electricity Act 1996* (SA) (the **Act**). These standard terms and conditions will come into force on 1 January 2024 and, when in force, the terms will, by law, be binding on you and us. The document does not have to be signed to be binding.

Conditions of connection, sale and supply

General conditions

1. The Parties
 - 1.1. This **contract** is between:
Jeril Enterprises Pty Ltd (ABN 15 315 652 059) of Lot 1001 John Lyons Road, Andamooka SA 5722, Trading as Andamooka Power House (referred to in this contract as **we, our, or us**); and
you, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as **you or your**).
2. Services provided under this contract
 - 2.1. This **contract** sets out the terms on which **we** connect **your supply address** to our electricity distribution network, maintain that connection and sell and supply electricity at that **supply address**.
 - 2.2. The services **we** will provide under this **contract** are:
 - (a) connection services
 - (b) maintaining **your** connection to **our** distribution network
 - (c) the sale and supply of electricity, and
 - (d) other services as set out in **our fees and charges schedule**.
 - 2.3. In return **you** are required to pay the amounts due to **us**. **You** are also required to perform **your** other obligations under this **contract**.
3. Definitions
 - 3.1. Words appearing in bold type **like** this have the following meaning:

account	means a post-payment meter account.
Act	means the <i>Electricity Act 1996</i> (SA) as amended from time to time.
applicable regulatory instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), the Code , any other industry codes, guideline, or other regulatory instrument issued by the Commission which applies to us .
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
billing cycle	means the period covered by each bill.
Centrepay	means the free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the Small-scale Electricity Networks Code, published by the Commission , as amended from time to time.
Commission	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> (SA).
connection, sale and supply services	means: <ol style="list-style-type: none"> (a) either or both of the following: <ol style="list-style-type: none"> (i) connecting your supply address to our distribution network; or (ii) increasing the maximum capacity of any existing connection between your supply address and our distribution network; and (b) maintaining our network to ensure that electricity will flow through our network to your supply address; and (c) selling electricity to you at your supply address.
contract	means these terms and conditions for sale or supply which we supply energy to the supply address .
customer	has the meaning given under section 4 of the Act .

electrical equipment	means wiring systems, switchgear, control gear, accessories, appliances, luminaires and fittings used for such purposes as generation, conversion, storage, transmission, distribution or utilisation of electrical energy.
fees and charges schedule	means our schedule of current tariffs and charges applying to you from time to time, that is available on our website.
financial hardship	means a circumstance of experiencing a lack of financial means to pay a particular debt owed to us , which may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt or challenges a legal obligation to pay a particular debt.
force majeure event	means an event outside the control of the parties , the occurrence of which could not be reasonably foresee by the parties , or if it could be foreseen, could not reasonably have been guarded against.
industry Ombudsman	means the industry Ombudsman responsible for dealing with disputes under the Act .
licence	means the licence issued to us by the Commission under the Act , authorising the operation of our distribution network and the retailing of electricity. A copy of our licence may be viewed on the Commission's website at www.escosa.sa.gov.au .
mains	means the electrical conductors, owned and maintained by the customer , connecting the point of supply and the main switchboard and form part of the customers' installation.
parties	means both the customer and the licensee
post-payment meter	means an electricity metering system that requires payment for access to, and use of, electricity after it has been consumed.
Regulations	means the <i>Electricity (General) Regulations 2012</i> (SA), as amended from time to time.
retailer	means Andamooka Power House that sells electricity at your supply address .
retail licence	means the licence issued to the licensed retailer by the Commission under the Act , authorising the retailing of electricity, as amended from time to time. A copy of the retail licence may be viewed on the Commission's website at www.escosa.sa.gov.au .
service line	means a line constructed or designed, or ordinarily used for the supply of electricity at low voltage; and through which electricity is or is intended to be supplied by an electricity entity to a customer from the distribution network of the entity.
supply address	means the address at which we supply you with electricity under this contract .
supply point	<ul style="list-style-type: none"> (a) means a point on a domestic property at which your electrical installation is connected to our distribution network or (b) means each point on a commercial property at which your electrical installation is connected to our distribution network.
tariff	means a charge per unit of electricity consumed.
we, us or our	means the licensee
you or your	means the customer
your equipment	means the equipment at the customer's premises for the distribution and use of electricity, which is not our equipment.

4. Does this contract apply to you?

- 4.1. This document applies to **you** if **your supply address** is connected or becomes connected to **our** distribution network and, in either case, **you** have not expressly agreed to different terms and conditions with **us**.

5. When does the contract start?

- 5.1. If **your supply address** is already connected to **our** distribution network, this **contract** will start on the day this document comes into force. This **contract** will take over **our** previous arrangement with **you** for **connection, sale and supply services** including and from the date that this document comes into force.
- 5.2. This document comes into force on the day specified by **us** in the notice of the standard terms and conditions published in accordance with s36 of the **Act**.
- 5.3. If **your supply address** is not connected to **our** distribution network, this **contract** will start on the earlier of:
- (a) the day on which **you** start using electricity at that **supply address**, and
 - (b) the day on which **we** advise **you** that **we** have approved **your** application under clause 7.

6. When does this contract end?

- 6.1. This **contract** will come to an end on the day:
- (a) **we** disconnect **your supply address** under clause 38 and **you** are no longer entitled to be reconnected, or
 - (b) **we** issue **you** with a final account and **you** have paid that amount.

7. Privacy and confidentiality

- 7.1. Subject to clause **Error! Reference source not found.** of this **contract** **we** must keep information about **you** confidential.
- 7.2. **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** and the **Code** to do so, such as to a law enforcement agency or a regulatory agency, and/or
 - (c) where **you** give us written consent to disclose specific information for a particular purpose.
- 7.3. **We** are required to keep records of **our customers** in accordance with the **Code** and other legal requirements, as well as good business practice. **We** will keep records of the follow information:
- (a) **your** energy usage
 - (b) **your** payment history
 - (c) **your** contact details
 - (d) information about the standard terms and conditions made available to **you**
 - (e) information about and referral to State Government assistance programs made to **you**
 - (f) information on independent financial and other relevant counselling services recommended to **you**, and
 - (g) any general energy efficiency advice or referral to an energy efficiency advice service made to **you**.
8. We can amend this contract
- 8.1. **We** can amend **our contract** with **you** at any time in accordance with section 36 of the **Act**, provided the amendments satisfy the requirements of **our licence** and the **Code**. Any amendment will take effect from the date referred to in the Gazette.
9. Notices
- 9.1. Unless this document or **our licence**, or the **Code** says otherwise (for example, where phone calls are allowed), all notices must be sent in writing.
- 9.2. Unless otherwise specified in this **contract**, a reference to writing includes email.
- 9.3. If **we** are required under **our licence** or the **Code** to provide or issue any document, bill, or written notice to **you** and **you** have provided to **us** an electronic mail (email) address and consent for **us** to use that email address to send communications to **you**, **we** may send or issue that document, bill or notice to that email address for that purpose.
- 9.4. **We** will revert to alternative means of communication at **your** request, or where the email address provided by **you** indicates to **us** that the message has failed to deliver to **you** and resend any document, bill or written notice that has failed to deliver by email to **your** alternative means of communication.
- 9.5. **We** can also send **you** notices at **your supply address** or the most recent address that **we** have for **you**. If a notice is sent by priority post, **we** can assume that **you** have received the notice on the second **business day** after it was sent and if a notice is sent by regular/standard post **we** can assume that **you** have received the notice on the fourth **business day** after it was sent.
10. Information we need
- 10.1. **You** must provide **us** with all information **we** reasonably require for the purposes of this **contract**. All information **you** provide must be correct. **You** must tell **us** within a reasonable period of time, if information **you** have provided to **us** changes (for example, if **your** address changes, or the purpose for which **you** are buying electricity changes).
- 10.2. **Our** obligation to give **you connection, sale and supply services** for **your supply address** does not start until **you** satisfy **us** that **your supply address** and **your** connection to **our** distribution network comply with **our** requirements.
11. Access to your supply address?
- 11.1. **We** may enter and remain in **your supply address** to:
- (a) inspect electrical installations to ensure that it is safe to connect or reconnect electricity supply
 - (b) take action to prevent or minimise an electrical hazard
 - (c) investigate a suspected theft or diversion of electricity
 - (d) read or check the accuracy of the electricity meter
 - (e) examine electrical installations to determine load classifications
 - (f) install, repair, replace or remove electricity meters, control apparatus and other electrical installations
 - (g) disconnect electricity supply for safety or non-payment reasons, or
 - (h) for other purpose(s) as authorised under the **Act**.
- 11.2. Only **our** electricity officers who are appointed in accordance with Part 7 of the **Act** may enter into or remain on **your supply address** for the purposes set out in clause **Error! Reference source not found.**
- 11.3. **You** do not have to give access to someone who does not, when **you** ask:
- (a) identify themselves as one of our employees or agents, and
 - (b) identify themselves as our electricity officer appointed in accordance with Part 7 of the Act, and
 - (c) produce a proper identity card issued by us.
- 11.4. **We** must give **you** reasonable notice before coming onto **your supply address** unless:
it is an emergency, or
an occupier of the **supply address** has agreed, or
access is otherwise authorised under the **Act** or other legal powers.
- 11.5. Where **your supply address** contains a hazard, **you** must inform the authorised officers of the hazard and provide our authorised officers with safe access to **your supply address** including providing any necessary protective clothing or equipment.
12. Queries, complaints and dispute resolution
- 12.1. If **you** have a query or a complaint relating to the connection or supply of electricity to **your supply address**, or this **contract** generally, **you** may contact **us** as follows (as updated and notified to **you** from time to time):

Email: aph@jeril.com.au
Phone: 1300 151 935
Post: PO Box 2340, Kent Town SA 5071

- 12.2. If **you** remain dissatisfied with **our** response, or are unable to reach a satisfactory solution after contacting **us**, **you** may refer the matter to the Energy and Water Ombudsman (SA) (EWOSA) for assistance. EWOSA is a free, independent service that investigates and resolves disputes between customers and electricity retailers when **you** are unable to solve an issue directly.

The EWOSA contact details are (as updated from time to time):

Website: ewosa.com.au
Telephone: 1800 665 565
Post: GPO Box 2947, Adelaide, SA, 5001

13. Force majeure

- 13.1. If but for this clause, either party would breach these conditions of connection and supply **contract** due to the occurrence of a **force majeure event**:

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

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

- 13.3. Either party relying on this clause 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 reasonably practicable.

- 13.4. Nothing in this clause will require a distributor or a **customer** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that distributor or a **customer**.

14. Applicable law

- 14.1. The laws of South Australia govern this **contract**.

- 14.2. The courts of the State of South Australia and Federal Courts sitting in South Australia have exclusive jurisdiction in connection with this **contract**.

Your connection and supply

15. What do you have to do to receive a connection?

- 15.1. When **you** apply for **connection, sale and supply services** or any alteration/s or addition/s at **your supply address**, **we** will require **you** to satisfy some pre-conditions. **We** will explain any pre-conditions that may apply to **you** when **you** apply for connection.
- 15.2. **Our** obligation to give you **connection, sale and supply services** for **your supply address** does not start until **you** satisfy **us** that **your supply address** and **your** connection to **our** distribution network comply with **our** requirements.

16. Will you have to put in extra equipment?

- 16.1. **We** may require **you** to arrange a licensed electrician to install, at **your** own cost, **electrical equipment** (such as meters, service lines, sealing devices, transformers or switch gear) to enable **your supply address** to be supplied with electricity safely and efficiently.

- 16.2. **We** may impose these requirements when **you** apply to be connected to **our** distribution network or at any other time, whilst **you** are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse effects on the supply of electricity to other **customers**
- (b) balance the load over the phases of **your** electricity supply
- (c) help **us** locate and get to your metering equipment easily
- (d) ensure that proper protective equipment is installed and used, or
- (e) ensure that proper safety standards are observed.

- 16.3. **We** may also decide where and how overhead and underground cables are connected to **your supply address**, as well as how many **supply points** will be needed and where they will be situated.

- 16.4. In deciding whether to impose such requirements, **we** will take into account the requirements of **our licence** and the **Code**.

17. Quality and reliability of electricity supplied to your supply address

- 17.1. **We** are required by the conditions of **our licence** to supply electricity to **you** under this **contract** at specified standards of quality and reliability.

- 17.2. **You** should be aware that the quality and reliability of electricity supplied at **your supply address** might be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of **your 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 **our** network
- (h) normal maintenance and operational switching by **us**, and
- (i) the demand for electricity at any point in time.

17.3. **You** should understand that unexpected fluctuations or interruptions in the electricity supply might cause damage to **your** equipment or cause it to malfunction. **We** recommend that **you** give careful consideration to taking out insurance or installing devices (at **your** own cost) to protect **your** equipment and property when these fluctuations or interruptions occur.

18. Interruptions to supply

18.1. **We** may interrupt or limit the electricity supply to **your supply address** at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting or removing **our** equipment
- (b) inspecting, testing, repairing or adjusting **your** equipment
- (c) inspecting, testing, repairing or adjusting **our** electricity distribution network
- (d) maintaining the safe and efficient operation of **our** electricity distribution network
- (e) complying with the lawful directions of the system controller, or
- (f) to deal with an emergency.

18.2. **We** must give **you** reasonable notice before interrupting or limiting the electricity supply to your **supply address** unless:

- (a) the interruption is for less than 15 minutes
- (b) it is an emergency, or
- (c) the occupier of the **supply address** has agreed.

19. Our liability

19.1. The *Competition and Consumer Act 2010* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

19.2. 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**.

19.3. 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.

Tariffs, charges and billing

20. Price for service provided

20.1. **Our** current **tariffs** and charges for the **connection, sale and supply services** and other services are set out in the **fees and charges schedule** that is available on **our** website, www.andamookapowerhouse.com

20.2. **Our fees and charges schedule** explains the conditions that need to be satisfied for each particular **tariff**.

20.3. If, at the time this **contract** is published and comes into legal affect, **your supply address** is already connected to **our** distribution network, the **tariff** and other charges currently applying to **you** for **connection, sale and other services** at the **supply address** will continue to apply, until **we** inform **you** in accordance with clause **Error! Reference source not found.**

20.4. If **your supply address** is not already connected to **our** distribution network, or **you** have changed **your supply address** at any time, the **tariff** and other charges applying to **you** will be as set out in **our fees and charges schedule**.

20.5. 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** at the time of applying for connection, **we** will assign one to **you** until **you** notify **us** differently.

21. Billing

21.1. **We** will send **you** a bill as soon as reasonably practicable after the end of each **billing cycle**.

21.2. The bill will be in a form and contain such information as is required by **our licence** and any applicable requirements of the **Code**, as amended from time to time.

21.3. **We** must send a bill:

- (a) to **you** at the email address or physical address currently nominated by **you**, or
- (b) to a person authorised in writing by you to act on your behalf at the email address or physical address currently specified by **you**.

21.4. 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.

22. Calculating the bill

22.1. The amounts **you** owe under this **contract** will be calculated based on:

- (a) the application of the prices set out in **our fees and charges schedule**, and
- (b) information from reading **your** meter or from using an approved estimating system, and
- (c) the amount for any other services supplied under this **contract**.

23. Estimating the electricity usage

23.1. If **your** meter is unable to be read for any reason (for example, access to the meter cannot be gained, or the meter breaks down or is faulty), **we** can estimate how much electricity was supplied to **your supply address** by using other information (such as **your** previous bills or **your** electricity usage history).

23.2. If **your** meter is subsequently able to be read, the bill will be adjusted for the difference between **our** estimate and the actual amount of electricity used, based on the reading of the meter.

23.3. If **your** meter was unable to be read due to **your** actions or inaction, **we** may impose the charge in the **fees and charges schedule** for arranging for **your** meter to be read at a subsequent time.

24. Paying your bill

- 24.1. The amount **you** must pay, the due date and the method(s) of payment for the services **we** provide under this **contract** will be set out in the bill sent to **you**.
- 24.2. **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.

25. Reviewing your bill

- 25.1. If **you** disagree with the amount **you** have been charged, **you** can ask **us** to review **your** bill or account. The review will be undertaken in accordance with the requirements of **our** licence and the **Code**.
- 25.2. If **your** bill or account is being reviewed, **you** are still required to pay the greater of:
- the portion of the bill which **you** do not dispute; or
 - an amount equal to the average of **your** bills or account charges in the last twelve months (excluding the bill(s) in dispute).
- 25.3. **You** must also pay any future bills, or accounts.
- 25.4. **We** will inform **you** of the outcome of **your** bill review as soon as reasonably possible, but in any event, within 20 **business days**.
- 25.5. If, after conducting a review, the bill is found to be correct, **you** will be required to pay the outstanding amount of the bill.
- 25.6. If the bill is found to be incorrect, the bill will be adjusted in accordance with clause 33 or clause **Error! Reference source not found.**, as the case may require.

26. Late payments

- 26.1. If **you** do not pay **your** account on time, **you** may be required to pay **our** reasonable costs of recovering that amount from **you**. **You** may also be required to pay interest on the outstanding amounts at a rate approved by the **Commission** from time to time for a specific group of **customers**, as outlined in the **Code**.

27. Payment difficulties and hardship

- 27.1. If **you** have difficulties paying **your** bill or account, **you** should contact **us** as soon as possible. **We** will provide **you** with information about various payment options and, where applicable, payment assistance, including any provisions in the **Code**.

28. Consumption information

- 28.1. On request, **we** will make available to **you** at no charge, such information relating to consumption at **your** supply address as is required by our licence, and the **Code**.

29. Switching tariffs

- 29.1. **You** must tell **us** within 10 **business days** if **your** circumstances relating to **your** tariff or charge change.
- 29.2. If **you** think **you** satisfy all 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**.

30. Variation of tariffs or charges

- 30.1. If **your** **tariff** rate or charge applying to **you** changes, **we** will advise you at least 20 **business days** in advance before the variation takes effect.
- We** will advise **you** by notice in writing to **your** email address or to **your** residential address if an email address has not been provided.

31. Changes to the tariff type during a billing cycle

- 31.1. If the type of **tariff** or charge applying to **you** changes during a **billing cycle**, **your** charges for that **billing cycle** will be calculated on a pro-rata basis using:
- the old **tariff** or charge up to and including the date of change; and
 - the new **tariff** or charge from that date to the end of the **billing cycle**.

32. Goods and services tax (GST)

- 32.1. The amounts specified in the **fees and charges schedule** in effect from time to time are (or will be) stated to be inclusive of GST. 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 **you** as the recipient of that taxable supply.
- 32.2. Any adjustments for GST under this clause will be made in accordance with the requirements of the *Competition and Consumer Act 2010* (Cth) and any other applicable legislation.

33. Undercharging

- 33.1. Where **you** have been undercharged **we** will inform **you** and **we** may recover from **you** any amount **you** have been undercharged in accordance with the requirements of the **Code** as amended from time to time.
- 33.2. **We** must offer **you** the opportunity to pay this amount in instalments over the same period of time during which **you** were undercharged.
- 33.3. If **we** have undercharged **you**, within 10 **business days** of becoming aware of the undercharged amount, **we** will contact **you**, advise **you** of the undercharged amount, and indicate whether or not **we** propose to recover the undercharged amount from **you**.
- 33.4. If **we** decide to recover the undercharged amount from **you**, **we** will:
- limit the amount to be recovered to the amount undercharged in the 9 months prior to informing **you** of the undercharging (or such other period as allowed under the **Code** as amended from time to time),
 - provide details and explanation of the amount to be recovered, and
 - not charge **you** any interest on the amount being recovered.
- 33.5. If **we** have undercharged **you**, or not charged **you** at all, for electricity used as a result of **your** fraud, illegal consumption, or illegal connection of electricity, **we** will estimate the consumption for which **you** have not paid and will issue a bill for the unpaid amount.

34. Overcharging

- 34.1. Where **you** have been overcharged, **we** will inform **you** and follow the required procedures for repaying the money as outlined in the **Code**.
- 34.2. If the amount cannot be credited to **your** next bill (for example, if **you** will not have another bill from **us**), **we** must repay the amount as directed by **you**, within 10 **business days**.

35. Illegal or improper use

- 35.1. If **you** have breached clause (a) of this **contract**, **we** may, in accordance with **our licence**, and the **Code**:
- (a) estimate the amount of electricity so obtained and bill **you** for that amount, and
 - (b) recover that amount from **you**, as well as costs and interest, and
 - (c) disconnect **your supply address** immediately.

36. Meter review

- 36.1. If **you** request that the meter reading or metering data be checked, or that the meter be tested, then **we** will arrange for this to occur within a reasonable timeframe. Unless the meter is found to be faulty, **you** will be liable for any costs incurred by **us** in checking or testing the meter. **We** may request that **you** pay the amount in advance.

37. Security deposits

- 37.1. If **you** have paid a security deposit, **we** must pay **you** interest on the deposit at a rate and on terms required by **our licence** and the **Code**.
- 37.2. **We** may use **your** security deposit, and any interest earned on the security deposit, to offset any amount **you** owe under this **contract**:
- (a) if **you** fail to pay a bill and, as a result, **we** arrange for the disconnection of your **supply address**, or
 - (b) in relation to a final bill (i.e., the bill **we** issue when **you** stop buying electricity from **us** at **your supply address**).
- 37.3. If **you** are purchasing electricity for business or commercial use, **we** may request that **you** increase the amount of **your** security deposit in accordance with **our licence** and the **Code**.

Disconnection and reconnection

38. Disconnection of supply

- 38.1. Subject to the requirements of our **licence** and the **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 (a), or
 - (d) **we** are entitled or required to do so under the conditions of our **licence** or by law (such as in the case of an emergency and/or for health and safety reasons).
- 38.2. **You** may request us to disconnect **your supply address**, provided **you** have given **us** prior notice of at least three **business days**. This request must be made in writing, in person at **our** offices, or by telephone.
- 38.3. **We** must comply with the conditions of **our licence** and the **Code** (such as giving **you** the required notices and warnings) before arranging for the disconnection of **your supply address**.

39. Reconnection after disconnection

- 39.1. **We** will reconnect a disconnected **supply address** provided all connection charges are paid prior to 2:30 pm on a business day or if due to circumstances beyond **our** reasonable control, as soon as possible on the next **business day**. **We** may choose to refuse to reconnect **you**, if **we** are allowed to do so under **our licence** and any requirements under the **Code** (such as where the circumstance leading to the disconnection has not been fixed).
- 39.2. **We** will arrange a suitable time with **you** for the reconnection of **your supply address**.
- (a) If **you** make a request to be reconnected before 4.00pm on a **business day**, **we** will use **our best endeavours** to arrange for the reconnection of **your supply address** on the day of the request, and in any event, by the next **business day**.
 - (b) If **you** make a request to be reconnected after 4.00pm but before 9.00pm on a **business day**, **we** may charge an after-hours connection fee, and will endeavour to arrange for the reconnection of your **supply address** on the day of the request. If an after-hours reconnection is not possible, **we** will arrange for reconnection of **your supply address** by the end of the next **business day** and the after-hours connection fee will not apply.
 - (c) If **you** make a request to be reconnected after 9.00pm on a **business day**, **we** will arrange for the reconnection of **your supply address** by the end of the next **business day**.
- 39.3. Where a **supply address** has been disconnected for a period of six (6) calendar months or longer from the date of disconnection, **we** will require **you** to provide at **your** cost an Electrical Certificate of Compliance (ECC), issued by a current South Australian licensed electrical contractor, and verifying that the electrical installation complies with the requirements of the **Act** for that **supply address** before any reconnection will occur.

Your obligations

40. What you are responsible for

40.1. **You** are responsible for:

- (a) Maintaining the electrical installation at **your supply address** in a safe condition
- (b) ensuring that any changes to the electrical installation at **your supply address** are performed by an electrician lawfully permitted to do the work and that **you** obtain and keep an Electrical Certificate of Compliance issued in respect of any of the changes
- (c) the protection of **our electrical equipment** located at **your supply address**
- (d) ensuring that any structures and vehicles are kept clear of **our electrical equipment**

- (e) ensuring an Application for an Alteration form is forwarded to **us** by **you** or **your** electrician within 10 **business days**, when **you** change **your** electricity supply requirements by installing additional electrical appliances or equipment of capacity 2.5kW or greater
 - (f) seeking **our** approval prior to installing any additional appliances or equipment of capacity 5kW or greater, so that **we** can assess the ability of **our** network and **your** connection to the network to meet **your** additional requirements and advise **you** if any additional work is required and the associated costs (if any)
 - (g) new installations with a maximum demand in excess of 100 kW must incorporate onsite generation for the purposes of network maximum demand control configured for automatic connection to the total site electrical load on remote command from the power station. Final system design must be submitted to and approved by **us** prior to agreement to provide supply
 - (h) if **you** have, or intend to have, electricity generating equipment at the **supply address**, this equipment must comply with Andamooka Power House's Distributed Generation Policy. In particular, no feed in is permitted and no feed in **tariff** is offered, unless explicitly authorised by Andamooka Power House. This authorisation will provide limits on the amount of exports and the terms applicable
 - (i) providing sufficient information to **us**, on request and within a reasonable period of time, so that **we** can calculate the electricity used by any unmetered loads that **you** have
 - (j) where information on **your** unmetered load has been provided to **us**, advising **us** as soon as reasonably practicable, whenever there is a change to this unmetered load, and
 - (k) ensuring safe and convenient access for **our** electricity officers to **your supply address** for the purposes expressed in clause 11 and responding promptly to any request made by **us** regarding such access.
41. What you must not do
- 41.1. **You** must not:
- (a) allow electricity supplied by **us** to be used other than at the **supply address** and in accordance with this **contract**
 - (b) use at the **supply address** electricity supplied for use at another **supply address**
 - (c) sell electricity to any other person except in accordance with a licence issued by the **Commission** or with an exemption granted under the **Act**
 - (d) tamper with, or permit tampering with, the meter or associated **electrical equipment**
 - (e) allow electricity supplied to the **supply address** to bypass the meter.
 - (f) damage or interfere in any way with **our electrical equipment**
 - (g) make a connection to **our** distribution network or increase the capacity of an existing **supply point**
 - (h) allow a person who is not an electrician lawfully permitted to do the work, to perform any work on the electrical installation
 - (i) use, or cause to be used, electricity in a manner that:
 - (i) interferes with **our** distribution network
 - (ii) interferes with the supply or quality of supply, to other **customers**, or
 - (iii) causes damage or interference to any third party
 - (j) give **us** false, incomplete or incorrect information about which **tariff** and charges should apply to **you**
 - (k) use electricity supplied under a specific **tariff** for a purpose other than as contemplated by that **tariff**
 - (l) install appliances or equipment of capacity 5kW or greater without receiving **our** prior approval, to allow us to determine if additional works are required and the associated costs (if any), or
 - (m) otherwise use electricity or tamper with **your** electrical installation in a way contemplated as improper or in an illegal manner.
42. Vacating a supply address
- 42.1. You must give **us** as **your** retailer at least 24 hours' notice, either written or by phone, of **your** intention to vacate **your supply address**, together with a forwarding address for **your** final bill.
- 42.2. When **we** receive the notice, **we** must arrange for **your** meter to be read on the date specified in **your** notice, or if the date specified in **your** notice cannot reasonably be met by **us**, then the **parties** must negotiate reasonably to agree an alternative date for **your** meter to be read by **us** and for a final bill to be sent to **you** at the forwarding address stated in **your** notice.
- 42.3. If you do not give **us** the required notice, or if **you** do not give **us** access to **your** meter on the date specified in **your** notice or an alternative date agreed to by **you** and **us**, **you** will be responsible for all electricity used at the **supply address** until **we** become aware that **you** have vacated **your supply address** and **we** arrange, within a reasonable timeframe, for **your** meter to be read.

NATIONAL ELECTRICITY LAW

Notice of Extension for Draft Determination

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

Under s 107, the time for making the draft determination on the *Efficient provision of inertia* (Ref. ERC0339) proposal has been extended to **27 June 2025**.

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

Australian Energy Market Commission
Level 15, 60 Castlereagh St
Sydney NSW 2000
Telephone: (02) 8296 7800
www.aemc.gov.au

Dated: 15 February 2024

TRUSTEE ACT 1936

PUBLIC TRUSTEE

Estates of Deceased Persons

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

BEASLEY Beverly late of 7 Spence Ave Myrtle Bank Retired Teacher/Academic who died 16 October 2023
BRANFORD Brian Leslie late of 60-66 States Road Morphett Vale 5162 Retired Quality Control Manager who died 16 September 2023
CORDES Frances Andrea late of 10B Mitchell Court Littlehampton Retired Hairdresser who died 1 October 2022
DOMAILLE Camille John late of 52 Dunrobin Road Hove Retired Engineer who died 4 October 2023
FIDGE Maureen Joyce late of 14A Rowley Terrace Woodville of no occupation who died 5 September 2023
HAMILTON Ella Jean late of 150 Reynell Road Woodcroft of no occupation who died 18 November 2023
KAIL Alfred Hans late of 54 Woodcroft Dr Morphett Vale Retired Fitter & Turner who died 27 April 2022
KENNY Terence Arthur late of 15-21 Seymour Avenue Modbury Retired Stock Controller who died 1 February 2023
MCDONNELL Francis Martin late of 586 Morphett Road Dover Gardens Retired Builder who died 8 January 2024
MCROSTIE Andrew Robert late of 8 Vitana Court Craigmore Paramedic/Enrolled Nurse who died 8 June 2023
STAACK Henry late of 71 Stokes Terrace Port Augusta Retired Locksmith who died 21 September 2023
TAYLOR Irene Fay late of 177 Pimpala Road Woodcroft Retired Insurance Clerk who died 18 August 2023

Notice is hereby given pursuant to the *Trustee Act 1936*, the *Inheritance (Family Provision) Act 1972* and the *Family Relationships Act 1975* that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the office of Public Trustee at GPO Box 1338, Adelaide SA 5001, full particulars and proof of such claims, on or before 15 March 2024 otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated: 15 February 2024

N. S. RANTANEN
Public Trustee

NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

Notices must be emailed by 4 p.m. Tuesday, the week of publication.

Submissions are formatted per the gazette style and a proof will be supplied prior to publication, along with a quote if applicable. Please allow one day for processing notices.

Alterations to the proof must be returned by 4 p.m. Wednesday.

Gazette notices must be submitted as Word files, in the following format:

- Title—the governing legislation
- Subtitle—a summary of the notice content
- Body—structured text, which can include numbered lists, tables, and images
- Date—day, month, and year of authorisation
- Signature block—name, role, and department/organisation authorising the notice

Please provide the following information in your email:

- Date of intended publication
- Contact details of the person responsible for the notice content
- Name and organisation to be charged for the publication—Local Council and Public notices only
- Purchase order, if required—Local Council and Public notices only

EMAIL: governmentgazettesa@sa.gov.au

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