



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

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ADELAIDE, THURSDAY, 25 JANUARY 2024

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

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# GOVERNOR'S INSTRUMENTS

## APPOINTMENTS

Department of the Premier and Cabinet  
Adelaide, 25 January 2024

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Libraries Board of South Australia, pursuant to the provisions of the Libraries Act 1982:

Member: from 25 January 2024 until 24 January 2027  
Andrew John Culley  
Kedeisha Noree Kartinyeri

By command,

STEPHEN CAMPBELL MULLIGHAN, MP  
For Premier

24ART0001CS

Department of the Premier and Cabinet  
Adelaide, 25 January 2024

Her Excellency the Governor in Executive Council has noted Dr James Muecke AM's conclusion as Lieutenant-Governor of South Australia, and revoked the Commission of Dr James Muecke AM as Lieutenant-Governor of South Australia, to take effect upon the swearing-in of Lieutenant-Governor designate, Dr Richard James Dunbar Harris SC OAM.

By command,

STEPHEN CAMPBELL MULLIGHAN, MP  
For Premier

DPC24/006CS

Department of the Premier and Cabinet  
Adelaide, 25 January 2024

Her Excellency the Governor in Executive Council has been pleased to appoint Dr Richard James Dunbar Harris SC OAM as Lieutenant-Governor of South Australia commencing on 9 February 2024, pursuant to the Letters Patent 1986, as amended by Orders in Council in 2001 and 2023, noting the appointment as Lieutenant-Governor will be at the Governor's Pleasure by Commission under the Public Seal of South Australia.

By command,

STEPHEN CAMPBELL MULLIGHAN, MP  
For Premier

DPC24/006CS

## COMMISSION

Appointing DR RICHARD JAMES DUNBAR HARRIS SC OAM to be Lieutenant-Governor of the State of South Australia  
Her Excellency The Honourable Frances Jennifer Adamson, Companion of the Order of Australia, Governor in and over the State of South Australia:

TO

Dr Richard James Dunbar Harris SC OAM

### GREETING:

In the exercise of all enabling powers, **I, the said Governor**, with the advice and consent of the Executive Council do hereby:

1. Appoint you the said Richard James Dunbar Harris to be the Lieutenant-Governor in and over the State of South Australia with all the powers, rights, privileges and advantages belonging or appertaining to that Office.
2. Authorise, empower and command you to exercise and perform the powers and functions appertaining to that Office.
3. Declare that, so soon as you take the Oath of Allegiance and the Official Oath under the Letters Patent constituting the Office of Governor of the State of South Australia, this present Commission will supersede the Commission, bearing date the Twenty-seventh day of January, 2022, appointing Dr James Muecke AM, to be Lieutenant-Governor of the State of South Australia.

**Given** under my hand and the Public Seal of South Australia, at Adelaide this Twenty-fifth day of January 2024.

By command,

STEPHEN CAMPBELL MULLIGHAN, MP  
For Premier

Recorded in Register of Commissions, Letters Patent, Etc., Vol. XXIX

Clerk of Executive Council

## PROCLAMATIONS

South Australia

## **Advance Care Directives (Review) Amendment Act (Commencement) Proclamation 2024**

### **1—Short title**

This proclamation may be cited as the *Advance Care Directives (Review) Amendment Act (Commencement) Proclamation 2024*.

### **2—Commencement of Act**

The *Advance Care Directives (Review) Amendment Act 2023* (No 38 of 2023) comes into operation on 1 March 2024.

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 25 January 2024

## REGULATIONS

South Australia

# Advance Care Directives (Miscellaneous) Amendment Regulations 2024

under the *Advance Care Directives Act 2013*

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## Contents

### Part 1—Preliminary

- 1 Short title
- 2 Commencement

### Part 2—Amendment of *Advance Care Directives Regulations 2014*

- 3 Insertion of regulation 4A
  - 4A Electronic copies of advance care directives
- 4 Amendment of regulation 5—Giving advance care directives
- 5 Amendment of regulation 8—Appointment of substitute decision-makers
- 6 Amendment of regulation 9—Copies of advance care directives
- 7 Amendment of regulation 12—Interstate advance care directives and corresponding laws
- 8 Substitution of regulation 12A
  - 12A Exemption from requirement to give effect to advance care directives where suicide attempt or self-harm
- 9 Substitution of Schedule 1
  - Schedule 1—List of suitable witnesses

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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Advance Care Directives (Miscellaneous) Amendment Regulations 2024*.

### 2—Commencement

These regulations come into operation on the day on which section 3 of the *Advance Care Directives (Review) Amendment Act 2023* comes into operation.

## Part 2—Amendment of *Advance Care Directives Regulations 2014*

### 3—Insertion of regulation 4A

After regulation 4 insert:

#### 4A—Electronic copies of advance care directives

For the purposes of section 5A of the Act, electronic copies of an advance care directive of the following kinds are prescribed:

- (a) an electronic copy entered on the My Health Record system;
- (b) an electronic copy entered on the Sunrise EMR system;

- (c) an electronic copy entered on an electronic record system approved by the Chief Executive,

in each case being an electronic copy that was, prior to being entered on the relevant system, certified as a true copy of a particular advance care directive by a person, or a person of a class, included on the list of suitable witnesses set out in Schedule 1.

#### **4—Amendment of regulation 5—Giving advance care directives**

Regulation 5—after its present contents (now to be designated as subregulation (1)) insert:

- (2) Without limiting the ways in which a certification may be made, or a part of an advance care directive completed or signed, under subregulation (1), a person giving an advance care directive may do so by electronic means.

#### **5—Amendment of regulation 8—Appointment of substitute decision-makers**

Regulation 8—after subregulation (1) insert:

- (1a) Without limiting the ways in which a certification may be made, or a part of an advance care directive completed or signed, under subregulation (1), a substitute decision-maker may do so by electronic means.

#### **6—Amendment of regulation 9—Copies of advance care directives**

Regulation 9—after subregulation (2) insert:

- (3) For the purposes of section 24(2)(c) of the Act, it is a requirement that the health practitioner accesses the electronic copy of the advance care directive on—
  - (a) the My Health Record system; or
  - (b) the Sunrise EMR system; or
  - (c) an electronic record system approved by the Chief Executive.

#### **7—Amendment of regulation 12—Interstate advance care directives and corresponding laws**

- (1) Regulation 12(1)(g)—delete "2000" and substitute:

1995

- (2) Regulation 12(1)—after paragraph (g) insert:

- (ga) an advance care directive instrument under the *Guardianship and Administration Act 1995* of Tasmania that is in force;

- (3) Regulation 12(2)(e)—delete "2000" and substitute:

1995

## 8—Substitution of regulation 12A

Regulation 12A—delete regulation 12A and substitute:

### 12A—Exemption from requirement to give effect to advance care directives where suicide attempt or self-harm

- (1) For the purposes of section 36(1b)(a) of the Act, the following information is required:
  - (a) the name, address and age (if known) of the person to whom the health care was provided;
  - (b) the date or dates on which the health care was provided to the person
  - (c) the location or locations at which the health care was provided to the person
  - (d) a description of the health care provided to the person;
  - (e) the grounds for the health practitioner's suspicion that the person had attempted suicide or self-harmed;
  - (f) the grounds for the health practitioner's opinion that the provision of the health care was reasonably necessary to save the life of the person.
- (2) For the purposes of section 36(1b)(b) of the Act, a report must comply with the following requirements:
  - (a) the report must be made to the Chief Executive in a manner and form determined by the Chief Executive;
  - (b) the report must include such information, or be accompanied by such records and documents, as may be required by the Chief Executive.
- (3) In this regulation—

*Chief Executive* means the Chief Executive of the administrative unit of the Public Service that is responsible for assisting a Minister in the administration of the Act and includes a person for the time being acting in that position.

## 9—Substitution of Schedule 1

Schedule 1—delete Schedule 1 and substitute:

### Schedule 1—List of suitable witnesses

The following persons, or classes of persons, are suitable witnesses:

- (a) health practitioners;
- (b) persons enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described);
- (c) Commissioners for taking affidavits in the Supreme Court;
- (d) Justices of the Peace;
- (e) police officers;

- (f) social workers;
- (g) teachers.

**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 25 January 2024

No 2 of 2024

South Australia

# Road Traffic (Miscellaneous) (Prescribed Breath Analysing Instrument) Amendment Regulations 2024

under the *Road Traffic Act 1961*

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## Contents

### Part 1—Preliminary

- 1 Short title
- 2 Commencement

### Part 2—Amendment of *Road Traffic (Miscellaneous) Regulations 2014*

- 3 Amendment of regulation 14—Approval of apparatus and kits for breath analysis etc (section 47H of Act)
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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Road Traffic (Miscellaneous) (Prescribed Breath Analysing Instrument) Amendment Regulations 2024*.

### 2—Commencement

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

## Part 2—Amendment of *Road Traffic (Miscellaneous) Regulations 2014*

### 3—Amendment of regulation 14—Approval of apparatus and kits for breath analysis etc (section 47H of Act)

Regulation 14(1)—after paragraph (b) insert:

- (c) Dräger Alcotest 9510.

#### 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 25 January 2024

No 3 of 2024



South Australia

# Passenger Transport (Vehicle Age Limit) Amendment Regulations 2024

under the *Passenger Transport Act 1994*

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## Contents

### Part 1—Preliminary

- 1 Short title
- 2 Commencement

### Part 2—Amendment of *Passenger Transport Regulations 2009*

- 3 Amendment of regulation 135—Maximum age of vehicles
- 

## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Passenger Transport (Vehicle Age Limit) Amendment Regulations 2024*.

### 2—Commencement

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

## Part 2—Amendment of *Passenger Transport Regulations 2009*

### 3—Amendment of regulation 135—Maximum age of vehicles

Regulation 135(1)(b)—delete "10 years old" and substitute:

12 years old

#### 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 25 January 2024

No 4 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 **ART MUSEUM OF KANGAROO ISLAND ESTABLISHMENT ASSOCIATION 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 **2 NOVEMBER 2023** requested by the Association to transfer its undertaking to **ART MUSEUM OF KANGAROO ISLAND LIMITED** (Australian Company Number **670 073 444**), the Commission pursuant to section 42(2) of the Act **DOES HEREBY ORDER** that on **25 JANUARY 2024** the Association will be dissolved, the property of the Association becomes the property of **ART MUSEUM OF KANGAROO ISLAND LIMITED** and the rights and liabilities of the Association become the rights and liabilities of **ART MUSEUM OF KANGAROO ISLAND LIMITED**.

Given under the seal of the Commission at Adelaide this **23<sup>rd</sup>** day of **January 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 **AUSTRALIASIAN ASSOCIATION FOR CLINICAL BIOCHEMISTRY AND LABORATORY MEDICINE 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 **11 OCTOBER 2023** requested by the Association to transfer its undertaking to **AUSTRALIASIAN ASSOCIATION FOR CLINICAL BIOCHEMISTRY AND LABORATORY MEDICINE LIMITED** (Australian Company Number **674 275 926**) the Commission pursuant to section 42(2) of the Act **DOES HEREBY ORDER** that on **25 JANUARY 2024** the Association will be dissolved, the property of the Association becomes the property of **AUSTRALIASIAN ASSOCIATION FOR CLINICAL BIOCHEMISTRY AND LABORATORY MEDICINE LIMITED** and the rights and liabilities of the Association become the rights and liabilities of **AUSTRALIASIAN ASSOCIATION FOR CLINICAL BIOCHEMISTRY AND LABORATORY MEDICINE LIMITED**.

Given under the seal of the Commission at Adelaide this **23<sup>rd</sup>** day of **January 2024**.

LISA BERRY

A delegate of the Corporate Affairs Commission

### ASSOCIATIONS INCORPORATION ACT 1985

#### SECTION 43A

##### *Deregistration of Associations*

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

ROYAL ANTEDILUVIAN ORDER OF BUFFALOES BOSTON LODGE NO 14 INCORPORATED [A650]  
THE AUSTRALIAN INSTITUTE OF INTERNATIONAL AFFAIRS (SOUTH AUSTRALIAN BRANCH) INCORPORATED [A20790]  
PRIME SAMM (SA MEAT MERINO) BREEDERS SOCIETY OF SOUTH AUSTRALIA INCORPORATED [A37485]  
PARINGA-MURTHO PROGRESS WAR MEMORIAL COMMUNITY CENTRE INCORPORATED [A1442]  
HUNTINGTON'S SA & NT INCORPORATED [A42460]  
PROFESSIONAL YOUTH WORK SA INCORPORATED [A43129]  
THE KIMBA HARVEST CHRISTIAN CENTRE MANAGEMENT ASSOCIATION INCORPORATED [A37962]  
LYRUP PROGRESS GROUP INCORPORATED [A42517]  
LIMESTONE COAST CONNECT INCORPORATED [A44672]  
COMMUNITY TRANSPORT ASSOCIATION INCORPORATING NORTHERN TERRITORY INCORPORATED [A41900]  
VINEYARD LUTHERAN SCHOOL, CLARE VALLEY INCORPORATED [A36354]

Given under the seal of the Commission at Adelaide this **23<sup>rd</sup>** day of **January 2024**.

LISA BERRY

Team Leader, Lotteries & Associations  
A delegate of the Corporate Affairs Commission

### COLLECTIONS FOR CHARITABLE PURPOSES ACT 1939

#### South Australia

#### Collections for Charitable Purposes (Charities Code of Practice) Variation Notice 2024

for the purposes of the *Collections for Charitable Purposes Act 1939*

##### 1 - Short title

This notice may be cited as the *Collections for Charitable Purposes (Charities Code of Practice) Variation Notice 2024 (Variation Notice)*.

## 2 - Commencement

This Variation Notice comes into operation on 29 January 2024.

## 3 – Variation of existing Charities Code of Practice

This Variation Notice will have the effect that the *Charities Code of Practice* as created on 1 March 2013 and amended on 1 December 2016 is repealed and replaced with the *Charities Code of Practice* set out in this Variation Notice.

## 4 – Charities Code of Practice

The *Charities Code of Practice* set out in this notice is varied under section 3 of the *Collections for Charitable Purposes Act 1939*.

## Schedule 1—Charities Code of Practice

### Part 1 - Preliminary

#### 1 – Citation

This code of practice may be cited as the *Charities Code of Practice* under the *Collections for Charitable Purposes Act 1939*.

#### 2 – Commencement

This code of practice will come into operation on 29 January 2024.

#### 3 – Purpose of the code

The purpose of this code of practice is to:

- (a) establish required practices for the conduct and management of charitable collections within South Australia;
- (b) ensure collection activities give confidence to potential donors in the charity sector;
- (c) ensure donors are given the opportunity to make informed decisions about donating;
- (d) ensure donors' rights to privacy are respected;
- (e) ensure that the decision not to donate is respected; and
- (f) ensure collectors' rights are respected by licensees.

#### 4 - Interpretation

- (1) In this code of practice:

*Act* means the *Collections for Charitable Purposes Act 1939*.

*charitable organisation* or *charity* means the holder of a section 6 licence pursuant to the Act and includes a Commonwealth registered entity registered under the *Australian Charities and Not-for-profits Commission Act 2012* of the Commonwealth. A Commonwealth registered entity on giving written notice to the Minister, is taken to hold a section 6 licence for the purposes of the Act.

*commercial fundraiser* has the same definition as 'paid collector' in the Act.

*contact details* means the name of a contact person and their contact address, a telephone number and an email address if applicable.

*ongoing donation* means an agreement between a donor and a charitable organisation for the regular payment of donations on an ongoing basis.

- (2) Expressions defined in the Act have the same meanings in this code of practice.

#### 5 – Mandatory nature of the code

- (1) Under:

- (a) section 6(5)(a) of the Act, a Commonwealth registered entity's authority to act as a collector under subsection (3) is subject to the condition that the entity or any other person authorised by the holder of the licence to act as a collector comply with the code of practice (as in force from time to time); and
- (b) section 12(2)(b) of the Act, a licence may be granted subject to any conditions that the Minister thinks fit, including conditions requiring the holder of the licence or any other person authorised by the holder of the licence, to comply with provisions of a code of practice issued by the Minister.

- (2) This code of practice is in addition to, and does not derogate from, obligations under the Act or other licence conditions imposed by or under the Act.

- (3) Failure to comply with a provision in this code of practice will be a breach of licence condition and may result in disciplinary action in accordance with the Act.

### Part 2 – Required practices

#### 6 – Hours and location of collection activities

When conducting fundraising activities, charitable organisations must ensure that their employees, volunteers, contractors and anyone else who they engage or arrange to raise funds on their behalf:

- (1) Never conduct door-to-door or telephone fundraising activity at the following times:

- before 9 am or after 5 pm on a weekend
- before 9 am or after 6 pm (door-to-door) or 8pm (telephone) on a weekday
- on a public holiday, unless the public holiday is closely connected with a fundraiser's charitable purpose.

#### 7 – Identification requirements for collectors

When conducting fundraising activities, charitable organisations must ensure that their employees, volunteers, contractors and anyone else who they engage or arrange to raise funds on their behalf:

- (1) Always explain the purpose of their charity and the purpose to which the funds raised will be applied in ways that are appropriate for the audience.
- (2) Always be clearly, and individually, identifiable by the public (including to display identification that contains the individual's name, whether they are a volunteer, employee or acting in some other capacity for a charitable organisation or commercial fundraising organisation, and that organisation's name and contact details).

### 8 – Principles for Fundraising Activities

When conducting fundraising activities, charitable organisations must ensure that their employees, volunteers, contractors and anyone else who they engage or arrange to raise funds on their behalf:

- (1) Always make and keep written records of fundraising activities that can be easily read and understood.
- (2) Always acknowledge and comply with a:
  - refusal to make a donation
  - request not to receive future solicitations (including marketing and promotional materials)
  - request to be contacted at a more convenient time or by a different means
  - request to limit the number, type or frequency of solicitations.
- (3) Never mislead, deceive or knowingly use false or inaccurate information when fundraising.
- (4) Never place undue or unreasonable pressure on a person when fundraising, or act unconscionably in any way to obtain a donation.
- (5) Never exploit the trust, lack of knowledge, lack of capacity, apparent need for care and support, or vulnerable circumstances of any donor.
- (6) Always make it clear whether a donation is a one-off or an ongoing donation, and clearly explain how to end an ongoing donation.
- (7) For commercial fundraisers engaged to fundraise for a charitable organisation, never accept a donation without having explained that they are part of an organisation that makes a profit from fundraising as well as how they are paid.

### 9 – Other Fundraising Principles

At all times, charitable organisations must:

- (1) Conduct all reasonable due diligence when engaging third parties to assist, support or deliver fundraising activities on its behalf.
- (2) Make and keep written records of the total funds raised and the purposes for which funds are applied.
- (3) Take all reasonable measures to protect the health, safety and wellbeing of fundraisers employed or directly engaged by them, as well as members of the public, when fundraising.
- (4) Establish and maintain a complaints process that allows for proper investigation and redress of fundraising complaints that may be made by the public and encourage anyone with concerns about a fundraising activity conducted by or on behalf of the charity to contact them.
- (5) Ensure information covered by the *Privacy Act 1998* of the Commonwealth (the Privacy Act) is collected, used and managed in accordance with the Australian Privacy Principles where required under the Privacy Act.
- (6) Always ensure remuneration to commercial fundraisers engaged to fundraise for a charitable organisation is not excessive when compared to money or goods received for the charitable purpose of the fundraising.

Dated: 17 January 2024

ANDREA MICHAELS  
Minister for Consumer and Business Affairs

## HOUSING IMPROVEMENT ACT 2016

### *Rent Control*

The Minister for Human Services Delegate in the exercise of the powers conferred by the *Housing Improvement Act 2016*, does hereby fix the maximum rental per week which shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each house described in the following table. The amount shown in the said table shall come into force on the date of this publication in the *Gazette*.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio	Maximum Rental per week payable
Unit 2 24 Robertson Road, Moana SA 5169 (AKA 24B) - Rear property	Allotment 128 Deposited Plan 3752 Hundred of Willunga	CT5190/820	\$0.00
Unit 1 24 Robertson Road, Moana SA 5169 (AKA 24A) - front property	Allotment 128 Deposited Plan 3752 Hundred of Willunga	CT 5190/820	\$0.00

Dated: 25 January 2024

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

## 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
Lot 2 Greenhill Road, Summertown SA 5141	Allotment 2 Filed Plan 5513 Hundred of Onkaparinga	CT5459/161
314 Esplanade, Moana SA 5169	Allotment 59 Deposited Plan 3752 Hundred of Willunga	CT5238/946

Dated: 25 January 2024

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

JUSTICES OF THE PEACE ACT 2005

SECTION 4

*Notice of Appointment of Justices of the Peace for South Australia  
by the Commissioner for Consumer Affairs*

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below.

For a period of ten years for a term commencing on 6 February 2024 and expiring on 5 February 2034:

Yvonne May ZIESING  
Robert John YATES  
Julie Anne WOODMAN  
Judith Lorraine WILSON  
Susan Margaret VIRGILI  
Glen Stephen TREBILCOCK  
Daniela TOMLINS  
Roger James THOMAS  
Gaynor SMALLWOOD-SMITH  
Pieter Craig SCOTT  
David Peter SCOTLAND  
Fiona Maree SANDERS  
Lynn Victoria RAWLEY  
Anjila Devi NAIDU  
Norma Rosalee MATTERS  
Robert William MAIOLO  
Dudley Theodor KLEMM  
David Myles JONES  
Jane Rosemary JOHNSTON  
Geoffrey David GRAY  
Karen Elizabeth GIBBS  
Wendy Maree FACCENDA  
John William EDWARDS  
Walter John DOLLMAN  
Carroll CRAM

Dated: 19 January 2024

DINI SOULIO  
Commissioner for Consumer Affairs  
Delegate of the Attorney-General

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition*

**1. Notice of acquisition**

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

Comprising the entirety of the right, estate or interest of Pratima Thapa and Manoj Ghimire, whether as lessee, as sub-lessee or as licensee or otherwise in that piece of land being the whole of Unit 2 in Strata Plan 3507 comprised in Certificate of Title Volume 5031 Folio 752.

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: 22 January 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 2023/07295/01

## 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 Matthew Buckland and Sheridan Chandler, 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 13624 comprised in Certificate of Title Volume 5288 Folio 132.

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: 22 January 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 2023/07432/01

## MOTOR VEHICLES ACT 1959

South Australia

# Motor Vehicles (Conditional Registration—Recognition of Motor Vehicle Clubs) Notice 2024 – Auto Motives Car Club Incorporated

under the *Motor Vehicles Act 1959*

**1—Short title**

This notice may be cited as the Motor Vehicles (Conditional Registration—Recognition of Motor Vehicle Clubs) Notice 2024 – Auto Motives Car Club Incorporated.

**2—Commencement**

This notice takes effect from the date it is published in the Gazette.

### 3—Interpretation

In this notice—

*Act* means the *Motor Vehicles Act 1959*;

*Code of Practice* means the ‘Code of Practice – Conditional Registration Scheme for Historic, Individually Constructed, Left-Hand Drive and Street Rod Vehicles’ published by the Department for Infrastructure and Transport;

*Conditional Registration Scheme* or *Scheme* means the scheme for conditional registration of historic, individually constructed, left hand drive, street rod and vehicles under section 25 of the Act and regulations 15 and 16 of the Motor Vehicles Regulations 2010;

*Department* means the Department for Infrastructure and Transport;

*Federation* means the Federation of Historic Motoring Clubs SA Incorporated;

*MR334 form* means an ‘Approval for Registration of Vehicle on the Conditional Registration Scheme (MR334)’;

*Prescribed log book* means a log book in a form approved by the Registrar;

*Registrar* means the Registrar of Motor Vehicles;

*Regulations* means the Motor Vehicles Regulations 2010.

### 4—Recognition of motor vehicles clubs

The motor vehicle clubs specified in Schedule 1 are, subject to the conditions set out in clause 5, recognised for the purposes of regulation 16 of the Regulations.

### 5—Conditions of recognition

A motor vehicle club specified in Schedule 1 must comply with the following conditions:

- (a) the club must maintain a constitution approved by the Registrar;
- (b) the club must nominate and have members authorised by the Registrar (authorised persons). The club’s authorised person(s) are responsible for approving applicants and motor vehicles for registration under the Scheme. This includes confirming that Scheme applicants are financial members of a club; any other details as required by the Registrar on the MR334 form; and to inspect members’ vehicles when requested to do so by the Registrar;
- (c) the club must issue a prescribed log book to club members for each of their vehicles to record vehicle use;
- (d) the club must cancel a member’s prescribed log book when a member resigns, must ensure that a statutory declaration is provided when a member’s log book is lost or destroyed, must keep details of members’ prescribed log book return sheets and forward copies of the same to the Registrar or Federation annually as required;

- (e) the club must create and maintain records detailing all its financial members, its authorised persons, all vehicles for which an MR334 form has been issued, all statutory declarations received and prescribed log books issued and returned to the club;
- (f) the club must keep records for a period of 5 years from the date of the document and these records must include all duplicate MR334 forms, all records of motor vehicle inspections undertaken in accordance with paragraph (b), all statutory declarations provided by members for the purposes of paragraphs (d), all prescribed log books issued by reference to their serial number, the member's name and the vehicle for which it was issued, and to make all such records available for inspection or provide copies of the records at the request of the Registrar for audit purposes;
- (g) the club must ensure, as far as practicable, that all members comply with the Code of Practice;
- (h) the club, as far as practicable, must report to the Registrar or the Federation details of members and motor vehicles not complying with the conditions and criteria set out in the Code of Practice for the Scheme;
- (i) the club must provide to the Registrar, within 2 months after the end of the club's financial year, an annual report detailing members from that financial year with vehicles registered under the Scheme who are no longer financial members of the club;
- (j) the club must notify the Registrar, in writing, within 14 days of resolution to cease operation as a club and must provide the club records specified in paragraph (f) to the Registrar within 14 days of its dissolution;

**Note—**

Under regulation 16(3)(c) of the *Motor Vehicles Regulations 2010*, the Registrar may, by notice in the Gazette, withdraw the recognition of a motor vehicle club if satisfied that the club has contravened or failed to comply with a condition applying to its recognition by the Registrar, or if there is other good cause to withdraw the recognition.

## **Schedule 1—Recognised motor vehicle clubs**

**Historic, individually constructed, left-hand drive, street rod vehicles and motor vehicle clubs.**

Auto Motives Car Club Incorporated

**Made by the Deputy Registrar of Motor Vehicles**

On 16 January 2024

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NATIONAL PARKS AND WILDLIFE ACT 1972

*Parks of the Central Fleurieu Peninsula Management Plan 2023*

I, SUSAN CLOSE, Minister for Climate, Environment and Water, hereby give notice under the provisions of Section 38 of the *National Parks and Wildlife Act 1972* that, on 28 December 2023, I adopted a plan of management for the Bullock Hill Conservation Park, Cox Scrub Conservation Park, Finnis Conservation Park, Gum Tree Gully Conservation Park, Hesperilla Conservation Park, Hindmarsh Valley National Park, Kyeema Conservation Park, Mount Billy Conservation Park, Mount Magnificent Conservation Park, Myponga Conservation Park, Nixon-Skinner Conservation Park, Scott Conservation Park, Spring Mount Conservation Park, Stipiturus Conservation Park and Yulte Conservation Park.



Copies of the plan may be obtained from:

- <https://www.environment.sa.gov.au/topics/park-management/statewide-park-strategies/park-management-plans>
- Department for Environment and Water Customer Service Centre, ground floor, 81-95 Waymouth Street, Adelaide SA 5000
- Victor Harbor National Parks and Wildlife Service office, 3 Eyre Terrace, Victor Harbor SA 5211

Dated: 28 December 2023

HON SUSAN CLOSE MP  
Minister for Climate, Environment and Water

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PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 131(25)

*Direction by the Minister*

Pursuant to section 131(25) *Planning, Development and Infrastructure Act 2016*, I direct that an Environmental Impact Statement be prepared with respect to the proposed development (known as the Northern Water Project) referred to in Development Application No 23034957 lodged with the State Planning Commission on 7 December 2023 by Infrastructure SA.

Dated: 17 January 2024

HON NICK CHAMPION MP  
Minister for Planning

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SHOP TRADING HOURS ACT 1977

*Trading Hours—Exemption*

NOTICE is hereby given that pursuant to section 5(9)(b) of the *Shop Trading Hours Act 1977* (the Act), I, Kyam Maher MLC, Minister for Industrial Relations and Public Sector, do hereby declare:

- Non-exempt shops situated within the Central Business District (CBD) Tourist Precinct are exempt from the provisions of the Act between the hours of:
  - 5.00 pm and 6.00 pm on Saturdays, 17 February 2024 and 24 February 2024

This exemption is subject to the following conditions:

- Normal trading hours prescribed by section 13 of the Act shall apply at all other times.
- Each employee who works in a shop during the extended hours has voluntarily accepted an offer by the shopkeeper to work.
- Any and all relevant industrial instruments are to be complied with.
- All work health and safety issues (in particular those relating to extended trading hours) must be appropriately addressed.

Dated: 23 January 2024

HON KYAM MAHER MLC  
Minister for Industrial Relations and Public Sector

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SHOP TRADING HOURS ACT 1977

*Trading Hours—Exemption*

NOTICE is hereby given that pursuant to section 5(9)(b) of the *Shop Trading Hours Act 1977* (the Act), I, Kyam Maher MLC, Minister for Industrial Relations and Public Sector, do hereby declare:

- Non-exempt shops situated within the Central Business District (CBD) Tourist Precinct are exempt from the provisions of the Act between the hours of:
  - 5.00 pm and 6.00 pm on Saturdays, 2 March 2024 and 9 March 2024

This exemption is subject to the following conditions:

- Normal trading hours prescribed by section 13 of the Act shall apply at all other times.
- Each employee who works in a shop during the extended hours has voluntarily accepted an offer by the shopkeeper to work.
- Any and all relevant industrial instruments are to be complied with.
- All work health and safety issues (in particular those relating to extended trading hours) must be appropriately addressed.

Dated: 23 January 2024

HON KYAM MAHER MLC  
Minister for Industrial Relations and Public Sector

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SHOP TRADING HOURS ACT 1977

*Trading Hours—Exemption*

NOTICE is hereby given that pursuant to section 5(9)(b) of the *Shop Trading Hours Act 1977* (the Act), I, Kyam Maher MLC, Minister for Industrial Relations and Public Sector, do hereby declare:

- Non-exempt shops situated within the Central Business District (CBD) Tourist Precinct are exempt from the provisions of the Act between the hours of:
  - 5.00 pm and 6.00 pm on Saturday, 16 March 2024

This exemption is subject to the following conditions:

- Normal trading hours prescribed by section 13 of the Act shall apply at all other times.
- Each employee who works in a shop during the extended hours has voluntarily accepted an offer by the shopkeeper to work.
- Any and all relevant industrial instruments are to be complied with.
- All work health and safety issues (in particular those relating to extended trading hours) must be appropriately addressed.

Dated: 23 January 2024

HON KYAM MAHER MLC  
Minister for Industrial Relations and Public Sector

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## SHOP TRADING HOURS ACT 1977

*Trading Hours—Exemption*

NOTICE is hereby given that pursuant to section 5(9)(b) of the *Shop Trading Hours Act 1977* (the Act), I, Kyam Maher MLC, Minister for Industrial Relations and Public Sector, do hereby declare:

- Non-exempt shops situated within the Central Business District (CBD) Tourist Precinct are exempt from the provisions of the Act between the hours of:
  - 5.00 pm and 7.00 pm on Saturday, 6 April 2024

This exemption is subject to the following conditions:

- Normal trading hours prescribed by section 13 of the Act shall apply at all other times.
- Each employee who works in a shop during the extended hours has voluntarily accepted an offer by the shopkeeper to work.
- Any and all relevant industrial instruments are to be complied with.
- All work health and safety issues (in particular those relating to extended trading hours) must be appropriately addressed.

Dated: 23 January 2024

HON KYAM MAHER MLC  
Minister for Industrial Relations and Public Sector

## SOUTH AUSTRALIAN SKILLS ACT 2008

*Part 4—Apprenticeships, traineeships and training contracts*

PURSUANT to the provision of the *South Australian Skills Act 2008*, the South Australian Skills Commission (SASC) gives notice that determines the following reactivation of archived pathways aligned to the Certificate II in Aeroskills (MEA20418), in addition to those published in past *gazette* notices.

*Trade/ #Declared Vocation/ Other Occupation	Qualification Code	Qualification Title	Nominal Term of Training Contract	Probationary Period	Supervision Level Rating
Aircraft Maintenance Worker (Aircraft Structures Non Trade)#	MEA20418	Certificate II in Aeroskills	12 Months	60 Days	Medium
Aircraft Maintenance Worker (Avionics Non Trade)#	MEA20418	Certificate II in Aeroskills	12 Months	60 Days	Medium
Aircraft Maintenance Worker (Mechanical Non Trade)#	MEA20418	Certificate II in Aeroskills	12 Months	60 Days	Medium

Dated: 25 January 2024

JOHN EVANGELISTA  
Director, Traineeship and Apprenticeship Services  
Department for Education

## THE REMUNERATION TRIBUNAL

## REPORT—NO. 15 OF 2023

*2023 Review of Salary of the Governor of South Australia***INTRODUCTION**

1. The Remuneration Tribunal (**Tribunal**) has jurisdiction under section 14 of the *Remuneration Act 1990* (SA) (**Act**) and section 73 of the *Constitution Act 1934* (SA) (**Constitution Act**), to determine the rate of salary payable to Her Excellency the Governor of South Australia (**the Governor**).
2. As explained in this report, the Tribunal has decided to increase the salary payable to the Governor to \$495,754. The Tribunal has issued an accompanying determination, which applies from 1 February 2024.

**BACKGROUND**

3. In late 2021, the Tribunal undertook a review of the salary of the Governor. As part of that review, it considered it necessary to establish a sustainable basis for the remuneration of the Governor.
4. It noted that it did not consider it appropriate or necessary to undertake a traditional work value assessment of the duties of the Governor, given those functions are enshrined in our constitution and democratic system.
5. Having undertaken an interjurisdictional comparison, the Tribunal observed that the salary at that time was materially lower than the median salary of Governor's in other Australian jurisdictions. It noted that if the anomaly was not addressed, there was the potential to indicate a lesser role for the Governor of South Australia.
6. As such, the Tribunal increased the Governor's salary in two tranches as follows:

Salary	Operative Date
\$408,695 per annum	on and from 1 January 2022
\$463,375 per annum	on and from 1 January 2023

**THE REVIEW PROCESS**

7. On 8 November 2023, in accordance with section 10(2) and 10(4) of the Act, the Tribunal wrote to and invited submissions by 4 December 2023 in respect of this review from:

- a. Her Excellency the Governor of South Australia
  - b. The Honourable Premier of South Australia – as the Minister responsible for the Act who may make submissions or introduce evidence in the public interest
8. The Tribunal also placed a notice on its website from 8 November 2023 inviting submissions from affected persons by 4 December 2023.
  9. On 10 November 2023, the Official Secretary to the Governor wrote to the Tribunal advising that the Governor did not intend to make a submission in relation to the Tribunal’s review of the Governor’s salary, leaving the matter to the discretion of the Tribunal.
  10. On 10 November 2023, the Premier’s representative confirmed that the Premier did not intend to make a submission.
  11. No other submissions were received by the Tribunal in relation to this review.

**CONSIDERATION AND CONCLUSION**

12. The Consistent with the remarks made in 2021, the Tribunal continues to be of the view that the role of Governor of South Australia should be regarded as comparable to that of Governors in other states. This approach recognises the significant importance of this unique role within the State.
13. As such, the Tribunal has considered the below data in relation to the salaries of Governors in other jurisdictions.

Salaries of Governors in Other Jurisdictions		
Jurisdiction*	Governor Salary Per Annum	Relevant Authority
QLD	\$450,126	Act of Parliament
WA	\$485,073	Independent Tribunal
CTH**	\$495,000	Act of Parliament
TAS	\$496,507	Act of Parliament
VIC	\$500,140	Act of Parliament
NSW	\$521,720	Independent Tribunal

Median Salary ex SA	\$495,754	
Average Salary ex SA	\$491,428	
SA	\$463,375	Independent Tribunal

\*NT and ACT have not been included as there is no office of Governor in those jurisdictions.

\*\*The Australian Constitution prevents the salary of the Governor-General from being altered during an incumbent’s time in office.

14. Because of the unique function of the Governor’s role, the Tribunal is unable to apply normal work value principles to assess remuneration. There are no South Australian public functions which can be regarded as comparable, or for whom the Governor’s remuneration sets a precedent. The Tribunal is concerned that, unless the benchmark approach established in its last review is maintained, the Governor’s remuneration level will again fall behind directly comparable rates in other States and thus necessitate a significant adjustment in future years.
15. Accordingly, the Tribunal has decided to increase the salary of the Governor to \$495,754.
16. An accompanying Determination has been issued and will take effect from 1 February 2024.

Dated: 22 January 2024

MATTHEW O’CALLAGHAN  
President  
DONNY WALFORD  
Member  
MARK YOUNG  
Member

DETERMINATION—NO. 15 OF 2023  
*Salary of the Governor of South Australia*

**DETERMINATION**

1. Pursuant to section 73 of the *Constitution Act 1934* (SA), the Remuneration Tribunal hereby determines that the salary of the Governor of South Australia shall be \$495,754.
2. This Determination operates from 1 February 2024.

Dated: 22 January 2024

MATTHEW O’CALLAGHAN  
President  
DONNY WALFORD  
Member  
MARK YOUNG  
Member

## THE REMUNERATION TRIBUNAL

REPORT—NO. 16 OF 2023

*2023 Review of Electorate Allowances for  
Members of the Parliament of South Australia***INTRODUCTION**

1. The Remuneration Tribunal (**Tribunal**) has conducted a review of Determination 17 of 2022 which sets electorate allowances for members of Parliament.
2. As explained in this report, the Tribunal has determined that no increase will be awarded and therefore Determination 17 of 2022 will continue to apply.

**BACKGROUND**

3. The Tribunal made the following comments in Report 17 of 2022 as part of the 2022 review process:

“8. The Tribunal does not have current data on how members currently spend the electorate allowance, and acknowledges that this may vary substantially depending on the electorate and the member. Historically the Tribunal has recognised that a significant component of the allowance covers the cost of running a motor vehicle in the servicing of electorates. The Tribunal has noted changes in motor vehicle arrangements for members of Parliament which are likely to impact on this historical element of electorate costs imposts. Without attempting to give a fully exhaustive list the Tribunal has also previously noted other items of expense, including accommodation and travelling expenses (not otherwise covered), donations, subscriptions, telephone, printing, stationery and postage.

9. Accordingly, the Tribunal has consistently reviewed electorate allowances against cost of living increases rather than against wage setting criteria. Absent any indication that this approach is no longer applicable, the Tribunal has adopted a but (sic) generally consistent approach this year.

14. The Tribunal proposes to review the basis for electorate allowances in 2023. That review is expected to include consideration of the cost of items and amounts to be covered by the electorate allowance to ensure an appropriate basis for the allowance amount in the future. Submissions in this respect will be invited.”

**THE REVIEW**

4. On As part of this year’s review, the Tribunal considered past reports and determinations of the electorate allowance reviews to assess the categories of expenditure that the electorate allowances are used for.
5. Past reports consistently describe the components of the electorate allowance as follows:

“a significant component of the allowance covers the cost of running a motor vehicle in servicing of electorates. Other items of expense may include accommodation and travelling expenses (not otherwise covered), donations, subscriptions, telephone, printing, stationery and postage without attempting to give a fully exhaustive list.”
6. The Tribunal has sought to ascertain what categories of expenses the electorate allowance is used for in the past. In 1969, 1975, 1994 and 2003 the Tribunal attempted to obtain detailed information from members of Parliament on the actual expenses incurred in servicing electorates. On each occasion the Tribunal was only able to elicit very limited information due to limited participation from members of Parliament in completing surveys and providing sufficient detail as to actual expenditure.
7. Of particular interest is the notion that “a significant component of the allowance covers the cost of running a motor vehicle in servicing electorates”. There appears to be no past evidence available that describes what is meant by a “significant component” and whether it is a set amount, or percentage of the total electorate allowance for each electorate, which is apportioned to the cost of running a motor vehicle.
8. In 2003, members of Parliament raised the issue of the allocation of motor vehicles as part of the Tribunal’s review. As part of the 2003 review, Report 2 of 2003 stated:

“Allocation of Motor Vehicles

A number of Members of Parliament made submissions for the allocation of motor vehicles to South Australian Members of Parliament on the basis that all other States had arrangements in this regard.

The Tribunal is informed that Federal Members along with Members in Victoria, Western Australia and the Northern Territory have access to motor vehicles under various arrangements. However Members in New South Wales, Queensland and some Members in Tasmania do not have vehicles provided.

The Crown Solicitor has confirmed that, under the *Parliamentary Remuneration Act 1990*, the Tribunal does not have the power to determine that motor vehicles be supplied to Members of Parliament (sic) as part of their salary and allowances. Having regard to section 6A of the Act, both Parliament and the Crown have the power to provide Members of Parliament with motor vehicles. Indeed that power has been exercised with the provision of a motor vehicle to one Member of Parliament in lieu of a chauffer (sic) driven vehicle.

As a significant component of the Electorate Allowance covers the cost of running a vehicle in the servicing of electorates, if vehicles are provided to Members of Parliament the Tribunal would need to consider a downward adjustment of the electorate allowance.”
9. Legislative changes that were subsequently made established that the Tribunal is restricted from reducing the electorate allowance and other allowances and expenses by reason of the provision of any non-monetary benefits (i.e. provision of a motor vehicle).
10. In 2004 the Government introduced an administrative scheme to allow members of Parliament a fully maintained vehicle subject to a \$7,000 financial contribution from the electorate allowance of each member of Parliament who participated in the scheme.
11. Little occurred in relation to the electorate allowance reviews after this time. In 2006 the Tribunal awarded an increase to the electorate allowance for the first time since 2003. Determination 5 of 2006 continued to apply until 2014 – that is, no increase was awarded during this period. In 2014 the Tribunal issued Determination 2 of 2014 which restated the exact same electorate allowances as provided in 2006. Some minor amendments were made to the electorates but no amendments were made to the amounts.
12. From 2015 to 2017, no increases were awarded.
13. From 2018 to 2022 small increases were applied to the electorate allowances.
14. As part of this 2023 review, the Tribunal requested a copy of the vehicle administrative scheme, as referred to above, from the South Australian Government Financing Authority. The proper title of the scheme is the *Members of Parliament Remuneration Vehicle Scheme*. That scheme requires a base annual financial contribution of \$7,000 from participating members of Parliament, provided that the total annual cost of the vehicle does not exceed the ordinary limit. Amounts that exceed the ordinary limit are required to be

- paid by the member of Parliament. This scheme operates, for the most part,<sup>1</sup> independent of the Tribunal, however, is relevant due to the portion of the electorate allowance that is attributed to it.
15. Consistent with the remarks made in Report 17 of 2022, the Tribunal determined to issue a survey to members of Parliament as part of the 2023 review. The purpose of the survey was to seek information about the expenditure for which the electorate allowances are currently used. The Tribunal distinguished electorate allowances from other allowances or expense recovery arrangements for members of Parliament because the electorate allowance provides for categories that are not otherwise covered by another instrument, scheme or benefit.
  16. The survey was issued on 26 September 2023 with a return date of 30 October 2023. At the same time, and in accordance with sections 10(2) and 10(4) of the *Remuneration Act 1990 (Act)*, the Tribunal wrote to and invited submissions by 30 October 2023 in respect of this review from:
    - a. the Honourable Premier of South Australia – as the Minister responsible for the Act who may make submissions or introduce evidence in the public interest
    - b. members of Parliament
    - c. the Treasurer
    - d. the Independent Commissioner Against Corruption (**ICAC**)
  17. The Tribunal also advertised its intention to review Determination 17 of 2022 on its website from 26 September 2023. Submissions were also invited by 30 October 2023.
  18. On 26 September 2023, the ICAC advised that no submission would be made.
  19. On 26 October 2023, the Premier’s representative confirmed that no submission would be made.
  20. The Tribunal has only received one response to the survey.
  21. No other submissions were received in respect of this review.

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<sup>1</sup> There is a clause that allows a member of Parliament who has a medical condition to apply to the Remuneration Tribunal for approval of a non-standard vehicle. The Remuneration Tribunal does not otherwise have any involvement in administering or determining the scheme.

#### CONSIDERATION AND CONCLUSION

22. Section 4(2) of the Act provides as follows:

“The Remuneration Tribunal must, in determining electorate allowances and other remuneration for members of Parliament—

  - (a) have regard not only to their parliamentary duties but also to—
    - (i) their duty to be actively involved in community affairs; and
    - (ii) their duty to represent and assist their constituents in dealings with governmental and other public agencies and authorities; and
  - (b) must not reduce an amount payable merely because there has been a change in basic salary.”
23. The Tribunal does not believe that the survey response enables any general conclusions to be reached about the utilisation of the electorate allowance and the Tribunal will not apply CPI as may have occurred in past Determinations. Simply put, the Tribunal does not have sufficient information available to it to conclude that the electorate allowance is sufficient to enable a member of Parliament to undertake their parliamentary duties, be actively involved in community affairs and represent and assist their constituents in dealings with governmental and other public agencies and authorities.
24. It is not clear whether the categories of accommodation and travel, donations, subscriptions, telephone, stationery and postage remain relevant or whether these categories are now considered as outdated. It is also quite possible that the electorate allowance is used for other expenses that the Tribunal is not aware of – technologies and the state have certainly evolved since these categories were first referenced. However, the Tribunal is not in a position to consider such matters when there is inadequate evidence before it.
25. The Tribunal is also unable to confirm the proposition that a “significant” component of the electorate allowance is for the cost of running a motor vehicle, particularly given the *Members of Parliament Remuneration Vehicle Scheme* which continues to operate.
26. For these reasons, the Tribunal finds that there is no justification for awarding an increase to the electorate allowances.
27. Accordingly, Determination 17 of 2022 will continue in operation.

Dated: 22 January 2024

MATTHEW O’CALLAGHAN  
President  
DONNY WALFORD  
Member  
MARK YOUNG  
Member

# LOCAL GOVERNMENT INSTRUMENTS

CITY OF ONKAPARINGA  
LOCAL GOVERNMENT ACT 1999  
*Resignation of Councillor*

NOTICE is hereby given in accordance with section 54(1)(b) and 54(6) of the *Local Government Act 1999* that a vacancy has occurred in the office of Councillor for Pimpala Ward, due to the resignation of Councillor Kevin Rilett, effective from Saturday 27 January 2024.

PHU NGUYEN  
Chief Executive Officer

DISTRICT COUNCIL OF COOBER PEDY  
STANDARD PRE-PAYMENT AND POST-PAYMENT CONTRACT  
*Electricity Retail Service—January 2024*

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 8 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

### Preamble

This contract governs the relationship between the supplier of electricity retail services and the customer using the service.

The contract is separated into three sections: general conditions, post-payment meter conditions, and pre-payment meter conditions.

Part A: General conditions (clauses **Error! Reference source not found.** through to 3416 inclusive) apply to both post-payment and pre-payment customers (in addition to the relevant specific conditions in either Part B or Part C dependent on whether you are a post-payment customer or a pre-payment customer).

Part B: Post-payment conditions (clauses 35 **Error! Reference source not found.** through to 43 inclusive) apply to post-payment customers only.

Part C: Pre-payment conditions (clauses 44 through to 57 inclusive) apply to pre-payment customers only.

## Part A: General conditions for post-payment and pre-payment customers

1. The Parties
  - 1.1. This **contract** is between:
    - District Council of Coober Pedy (ABN 51 908 978 026) of Lot 773 Hutchison Street, Coober Pedy, SA, 5723 (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:
 

<b>account</b>	can refer to any of the following: <ol style="list-style-type: none"> <li>(a) a <b>pre-payment meter</b> account</li> <li>(b) a <b>post-payment meter</b> account</li> <li>(c) an amount owing on the <b>pre-payment meter</b> as a result of <b>emergency credit or friendly credit</b> being consumed by the <b>customer</b> prior to payment.</li> </ol>
<b>Act</b>	means the <i>Electricity Act 1996</i> (SA) as amended from time to time.
<b>applicable regulatory instruments</b>	means any Act (including without limitation, the <b>Act</b> ) or regulatory instrument made under an Act (including without limitation, the <b>Regulations</b> ), the <b>Code</b> , the <b>Pre-payment Code</b> or any other industry codes, guideline, or other regulatory instrument issued by the <b>Commission</b> which applies to <b>us</b> .
<b>best endeavours</b>	means to act in good faith and use all reasonable efforts, skill and resources.
<b>billing cycle</b>	means the period covered by each bill for <b>post-payment meter accounts</b> or <b>prepay recharges</b> .
<b>Centrepay</b>	means the free service for <b>customers</b> whereby bills may be paid as regular deductions from the <b>customer's</b> government welfare payments.

<b>Code</b>	means the Small-scale Electricity Networks Code, published by the <b>Commission</b> , as amended from time to time.
<b>Commission</b>	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> (SA).
<b>connection, sale and supply services</b>	means: <ul style="list-style-type: none"> <li>(a) either or both of the following: <ul style="list-style-type: none"> <li>(i) connecting <b>your supply address</b> to <b>our</b> distribution network; or</li> <li>(ii) increasing the maximum capacity of any existing connection between <b>your supply address</b> and <b>our</b> distribution network; and</li> </ul> </li> <li>(b) maintaining <b>our</b> network to ensure that electricity will flow through <b>our</b> network to <b>your supply address</b>; and</li> <li>(c) selling electricity to <b>you</b> at <b>your supply address</b>.</li> </ul>
<b>contract</b>	means these terms and conditions for sale or supply which <b>we</b> supply energy to the <b>supply address</b> .
<b>customer</b>	has the meaning given under section 4 of the <b>Act</b> .
<b>electrical equipment</b>	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.
<b>emergency credit</b>	means an amount of \$10 credit that will be available when a <b>customer's pre-payment meter</b> account balance has \$5 or less remaining.
<b>explicit informed consent</b>	means the consent provided by a <b>customer</b> under the <b>Pre-payment Code</b> .
<b>fees and charges schedule</b>	means <b>our</b> schedule of current <b>tariffs</b> and charges applying to <b>you</b> from time to time that is available on <b>our</b> website.
<b>financial hardship</b>	means a circumstance of experiencing a lack of financial means to pay a particular debt owed to <b>us</b> , 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.
<b>force majeure event</b>	means an event outside the control of the <b>parties</b> , the occurrence of which could not be reasonably foreseen by the <b>parties</b> , or if it could be foreseen, could not reasonably have been guarded against.
<b>friendly credit</b>	means credit that is automatically used when a <b>customer's pre-payment meter credit</b> is exhausted during the <b>protected period</b> .
<b>industry Ombudsman</b>	means the industry Ombudsman responsible for dealing with disputes under the <b>Act</b> .
<b>licence</b>	means the <b>licence</b> issued to <b>us</b> by the <b>Commission</b> under the <b>Act</b> , authorising the operation of our distribution network and the retailing of electricity.. A copy of <b>our licence</b> may be viewed on the <b>Commission's</b> website at <a href="http://www.escosa.sa.gov.au">www.escosa.sa.gov.au</a> .
<b>life support system mains</b>	means a <b>life support system</b> as defined in the <b>Code</b> and the <b>Pre-payment Code</b> . means the electrical conductors, owned and maintained by the <b>customer</b> , connecting the point of supply and the main switchboard and form part of the <b>customers'</b> installation.
<b>medical practitioner parties</b>	has the meaning given in the <b>Pre-payment Code</b> . means both the <b>customer</b> and the <b>licensee</b>
<b>post-payment meter</b>	means an electricity metering system that requires payment for access to, and use of, electricity after it has been consumed.
<b>pre-payment meter</b>	means a device, componentry, software or other mechanism associated with a metering system at a <b>customer's connection point</b> which operates to permit the flow of electricity through the meter when activated by a card, code or some other method.
<b>prepay recharge</b>	means the dollar and cent value of credit added to <b>your</b> pre-payment account balance at the time of payment.
<b>Pre-payment Code</b>	means the Prepayment Meter System Code published by the <b>Commission</b> , as amended from time to time.
<b>protected period</b>	means the period where a <b>customer</b> cannot experience <b>self-disconnection</b> in accordance with clause 48 of this <b>contract</b> .
<b>Regulations</b>	means the <i>Electricity (General) Regulations 2012</i> (SA), as amended by time to time.
<b>retailer</b>	means District Council of Coober Pedy that sells electricity at <b>your supply address</b> .
<b>retail licence</b>	means the <b>licence</b> issued to the licensed retailer by the <b>Commission</b> under the <b>Act</b> , authorising the retailing of electricity, as amended from time to time. A copy of the <b>retail licence</b> may be viewed on the <b>Commission's</b> website at <a href="http://www.escosa.sa.gov.au">www.escosa.sa.gov.au</a> .
<b>self-disconnection</b>	means the interruption to supply because a <b>pre-payment meter</b> has no credit available and includes an interruption to supply because the <b>pre-payment meter</b> has no <b>emergency credit</b> available.
<b>smart meter</b>	means a meter that allows information to be sent and received through an electronic communications network, including the quality of energy supplied, how much electricity is being used and the cost of supply.
<b>supply address</b>	means the address at which we supply <b>you</b> with electricity under this <b>contract</b> .

- supply point** (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 contact end?
- 6.1. This **contract** will come to an end on the day:
- (a) **we** disconnect **your supply address** under clause 27 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. Notices
- 7.1. Unless this document or **our licence**, the **Code** for **post-payment meter customers** and the **Pre-payment Code** for **pre-payment meter customers**, says otherwise (for example, where phone calls are allowed), all notices must be sent in writing.
- 7.2. Unless otherwise specified in this **contract**, a reference to writing includes email.
- 7.3. If **we** are required under **our licence**, the **Code** or the **Pre-payment 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.
- 7.4. **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.
- 7.5. **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.
8. What do you have to do to receive a connection?
- 8.1. 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.
- 8.2. **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.
9. Will you have to put in extra equipment?
- 9.1. **We** may require **you** to arrange to have a licensed electrician install **electrical equipment** (such as meters, service lines, sealing devices, transformers or switch gear), at **your** own cost, to enable **your supply address** to be supplied with electricity safely and efficiently.
- 9.2. **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.
- 9.3. **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.
- 9.4. In deciding whether to impose such requirements, **we** will take into account the requirements of **our licence**, the **Code** and the **Prepayment Code**.
10. Quality and reliability of electricity supplied to your supply address
- 10.1. **We** are required by the conditions of **our licence** to supply electricity to **you** under this **contract** at specified standards of quality and reliability.
- 10.2. **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.
- 10.3. **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.
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 11.1.
- 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. Privacy and confidentiality
- 12.1. Subject to clause 12.2 of this **contract** **we** must keep information about **you** confidential.
- 12.2. **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**, the **Code** for **post-payment metering system customers** and the **Pre-payment Code** for **pre-payment metering system customers**, 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.
- 12.3. **We** are required to keep records of **our customers** as required by the **Code** and **Pre-payment Code**, and other legal requirements, as well as good business practice. **We** will keep records of the following 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**.
13. We can amend this contract
- 13.1. **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**, the **Code** for **post-payment metering system customers** and the **Pre-payment Code** for **pre-payment metering system customers**. Any amendment will take effect from the date referred to in the Gazette.
14. Our liability
- 14.1. The *Competition and Consumer Act 2010* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

- 14.2. 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**.
- 14.3. Any liability **we** have to **you** under these laws that cannot be excluded but that can be limited is (at **our** option) limited to:
- providing equivalent goods or services provided under this **contract** to **your supply address**. or
  - paying **you** the cost of replacing the goods or services provided under this **contract** to **your supply address** or acquiring equivalent goods or services.
15. Force majeure
- 15.1. 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**:
- 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
  - 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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**.
16. Applicable law
- 16.1. The laws of South Australia govern this **contract**.
- 16.2. The courts of the State of South Australia and Federal Courts sitting in South Australia have exclusive jurisdiction in connection with this **contract**.
17. Queries, complaints and dispute resolution
- 17.1. 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: [dccp@cpccouncil.sa.gov.au](mailto:dccp@cpccouncil.sa.gov.au)  
Phone: 08 8672 4600  
Post: PO Box 425, Coober Pedy, SA, 5723
- 17.2. 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](http://ewosa.com.au)  
Telephone: 1800 665 565  
Post: GPO Box 2947, Adelaide, SA, 5001
- Tariffs and charges**
18. Price for services provided
- 18.1. **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, <https://www.cooberpedy.sa.gov.au/council/finance/fees-and-charges>.
- 18.2. **Our fees and charges schedule** explains the conditions that need to be satisfied for each particular **tariff**.
- 18.3. 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 7.
- 18.4. 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**.
- 18.5. 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.
19. Switching tariffs
- 19.1. **You** must tell **us** within 10 **business days** if **your** circumstances relating to **your tariff** or charge change.
- 19.2. 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**.
20. Variation of tariffs or charges
- 20.1. 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.
21. Changes to the tariff rates and charges during a billing cycle
- 21.1. If a **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.

## 22. Goods and services tax (GST)

- 22.1. 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.
- 22.2. 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.

## 23. Consumption information

- 23.1. 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**, the **Code** and the **Pre-payment Code**.

## 24. Payment difficulties and hardship

- 24.1. 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** and in the **Pre-payment Code**, which address payment difficulties and financial hardship.

## 25. Undercharging

- 25.1. 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** and the **Pre-payment Code** as amended from time to time.
- 25.2. **We** must offer **you** the opportunity to pay this amount in instalments over the same period of time during which **you** were undercharged.
- 25.3. 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**.
- 25.4. 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 or penalty on the amount being recovered.

## 26. Meter review

- 26.1. 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.

**Disconnection and reconnection**

## 27. Disconnection of supply

- 27.1. Subject to the requirements of **our licence**, the **Code** and the **Pre-payment Code**, **we** can arrange for the disconnection of **your supply address** if:
- 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**
  - you** fail to comply with the terms of an agreed instalment plan or payment option
  - you** use electricity illegally or breach clause (a), or
  - 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).
- 27.2. **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.
- 27.3. **We** must comply with the conditions of **our licence**, the **Code** and the **Pre-payment Code**, (such as giving **you** the required notices and warnings) before arranging for the disconnection of **your supply address**.

## 28. Reconnection after disconnection

- 28.1. **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** or the **Pre-payment Code** (such as where the circumstance leading to the disconnection has not been fixed).
- 28.2. **We** will arrange a suitable time with **you** for the reconnection of **your supply address**.
- 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**.
  - 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.
  - 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**.
- 28.3. 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 obtain (and keep) 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.

## 29. Interruptions to supply

- 29.1. **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 directions of the system controller, or
  - (f) to deal with an emergency.
- 29.2. **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.
30. Illegal or improper use
- 30.1. If **you** have breached clause 32 of this **contract**, **we** may, in accordance with **our licence**, the **Code** and the **Pre-payment 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.

#### **Your obligations**

31. What you are responsible for
- 31.1. **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 3 **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 District Council of Coober Pedy Distributed Generation Policy. In particular, no feed in is permitted and no feed in **tariff** is offered, unless explicitly authorised by District Council of Coober Pedy. 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.
32. What you must not do
- 32.1. **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.
33. Vacating a supply address
- 33.1. 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.
  - 33.2. 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.
  - 33.3. 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 gas 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
34. Information we need
- 34.1. **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).

#### **Part B: Terms and conditions exclusive to post-payment customers**

Clauses 35 to 43 (inclusive) apply only to **post-payment meter customers** and do not affect the rights, obligations and liabilities of **pre-payment meter customers**.

#### 35. Billing

- 35.1. **We** will send **you** a bill as soon as reasonably practicable after the end of each **billing cycle**.
- 35.2. 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.
- 35.3. **We** must send a bill:
  - (a) to **you** at the email address or the 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 the physical address currently specified by **you**.
- 35.4. 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.

#### 36. Calculating the bill

- 36.1. 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**.

#### 37. Estimating the electricity usage

- 37.1. If **you** are **post-payment customer** and **your** meter is unable to be read for any reason (for example, access to the meter cannot reasonably 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).
- 37.2. 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.
- 37.3. 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.

#### 38. Paying your bill

- 38.1. 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**.
- 38.2. **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.

#### 39. Late payments

- 39.1. If **you** are a **post-payment customer** and **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**

#### 40. Undercharging

- 40.1. Further to clause 25.4, if **we** decide to recover the undercharged amount from **you**, **we** will:
  - (a) Offer **you** time to pay the undercharged amount by agreed instalments. The period of time taken to recover any undercharged will not be longer than the period during which the undercharging occurred. If the undercharging has occurred over 12 months or more, the period of time taken to recover any undercharged amount will be limited to 12 months.
- 40.2. 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.

41. Overcharging
- 41.1. Where **you** have been overcharged, **we** will inform **you** and follow the required procedures for repaying the money as outlined in the **Code**.
- 41.2. 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**.
42. Reviewing your bill
- 42.1. 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**.
- 42.2. If **your** bill or account is being reviewed, **you** are still required to pay the greater of:
- (a) the portion of the bill which **you** do not dispute; or
  - (b) an amount equal to the average of **your** bills or account charges in the last twelve months (excluding the bill(s) in dispute).
- 42.3. **You** must also pay any future bills, accounts or prepay recharges.
- 42.4. **We** will inform **you** of the outcome of **your** bill review as soon as reasonably possible, but in any event, within 20 **business days**.
- 42.5. If, after conducting a review, the bill is found to be correct, **you** will be required to pay the outstanding amount of the bill.
- 42.6. If the bill is found to be incorrect, the bill will be adjusted in accordance with clause 40 or clause 41, as the case may require.
43. Security deposits
- 43.1. 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**.
- 43.2. **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**).
- 43.3. 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**.

### Part C: Terms and conditions exclusive to pre-payment customers

Clauses 44 to 57 (inclusive) apply only to **pre-payment meter customers** and do not affect the rights, obligations and liabilities of **post-payment meter customers**.

44. Eligibility for pre-payment metering
- 44.1. The **supply address** must be fitted with a smart meter by **us** specifically designed to accommodate prepaid arrangements.
- 44.2. **You** may only enter into a **pre-payment meter** arrangement if **explicit informed consent** is provided by **you** to **us**. **Explicit informed consent** can only be provided after timely, accurate, verifiable, and truthful information regarding the pre-payment terms and conditions are provided to **you**.
- (a) This consent can be in the form of a telephone conversation, written correspondence, or electronic communications signed by **you**.
  - (b) We will not pressure **you** to enter into a **pre-payment meter** arrangement with **us** and all information provided will be in plain language appropriate to **you**.
- 44.3. **We** will not enter into a **pre-payment meter** arrangement if you require a **life support system** or a person who is a registered user of a **life support system** resides at **your supply address**.
- (a) If **you** are on a **pre-payment meter** arrangement, **you**, a **medical practitioner**, or an authorised party acting on **your** behalf must inform **us** as soon as reasonably practicable if **your supply address** maintains a **life support system**.
45. Credit retrieval
- 45.1. If **you** decide that **you** no longer want to be on **our** pre-payment system, **your pre-payment meter** arrangements are terminated, or **your pre-payment meter** arrangements otherwise end, **you** are entitled to retrieve any unused credit on **your** account.
- 45.2. On **your** last day under **your pre-payment meter** arrangements, **we** will verify the amount of electricity used, and how much credit **you** have remaining. **We** will then transfer any remaining credit back to **you** through an Electronic Funds Transfer, within three **business days**. Please provide **us** with **your** banking and account details at this time. Please be aware that the transfer may take time for **your** bank to process, which will vary depending on **your** bank. Where **you** do not have a bank account, **we** will arrange for any credit to be returned to **you** via an agreed method and within a reasonable timeframe.
46. Disclosure statement
- 46.1. **We** will provide **you** with a written disclosure statement at the time **your explicit informed consent** is obtained which will include:
- (a) the date of commencement of the pre-payment arrangements
  - (b) current fees, charges, and **tariffs** that are applicable
  - (c) the method by which **you** will receive any State Government energy concession **you** are entitled to
  - (d) methods of payment and the locations of payment centres or recharge facilities
  - (e) the amount of **emergency credit** provided to **you**
  - (f) connection and installation costs
  - (g) termination and/or reversion charges
  - (h) dispute resolution options

- (i) any right to rescind these prepaid standard terms and conditions, and
  - (j) **our** contact details for enquiries, complaints, and emergency service.
- 46.2. If **you** require the written disclosure statement in a language other than English or in a different format suitable for **your** needs, **we** will use **our** best efforts to make a copy available in **your** preferred language or format.
- 47. Emergency credit
  - 47.1. **We** will provide **you** with \$10 of **emergency credit**. The **emergency credit** can only be used if **you** run out of credit on **your** account and need to recharge. **Emergency credit** will be offered on the smart meter and **you** do not need to contact **us** to use **emergency credit**.
  - 47.2. If **you** are using **emergency credit**, **you** will need to purchase more electricity as soon as reasonably practicable. If **you** do not purchase more electricity and **you** run out of **emergency credit**, **your** electricity may be **self-disconnected**.
  - 47.3. If **you** use **emergency credit** and need to repay **us**, **you** can choose to have a portion of **your** future electricity purchases dedicated to repaying the **emergency credit** used. **You** may pay up to 30% of a future **pre-pay recharge** payment, or payments, toward the **emergency credit** repayment.
  - 47.4. **You** can also choose to pay the entire **emergency credit** debt amount in a single payment.
- 48. Protected period and friendly credit
  - 48.1. Outside the hours of 10:00am and 3:00pm on weekdays (except public holidays) is a **protected period** and **your pre-payment meter** will not **self-disconnect you** if **you** run out of **emergency credit**.
  - 48.2. During the **protected period**, if **you** run out of **emergency credit**, **your** electricity will remain connected and will operate on **friendly credit**. Any **friendly credit** provided to **you** will need to be repaid.
  - 48.3. **Friendly credit** will be automatically activated if **your emergency credit** runs out during the **protected period**, and there is no need for **you** to contact **us** to activate the use of **friendly credit**.
  - 48.4. If **you** use **friendly credit** and need to repay **us**, **you** can choose to have a portion of **your** future electricity purchases dedicated to repaying the **friendly credit** used. **You** may pay up to 30% of a future **pre-pay recharge** payment, or payments, toward the **friendly credit** repayment.
  - 48.5. **You** can also choose to pay the entire **friendly credit** debt amount in a single payment.
- 49. System testing
  - 49.1. **You** may request that **we** test and check **your** pre-payment meter if **you** believe it is not accurate. Upon receiving your request, **we** will make immediate arrangements to do one or more of the following as **we** determine is appropriate in the relevant circumstances:
    - (a) check the metering date
    - (b) check / test the pre-payment meter system, and/or
    - (c) check / test the meter installation at **your** connection point.
  - 49.2. **We** may charge a fee for the reasonable costs of testing of the meter. **We** will advise **you** what fees **you** will need to pay, and **you** will be required to pay the fees for testing the meter in advance.
  - 49.3. If we find that **your** meter is inaccurate or not operating correctly, **we** will:
    - (a) correct any overcharging or undercharging
    - (b) refund the testing fee paid in advance
    - (c) make immediate arrangements to replace or repair the pre-payment meter, and
    - (d) advise **you** of the existence of **our** dispute resolution processes available.
- 50. Reversion and transfer
  - 50.1. At any time, **you** may request the cancellation of **your pre-payment meter** arrangement and be reverted to a standard **post-payment meter** arrangement.
  - 50.2. Upon receiving this request, **we** will make immediate arrangements to either remove the **pre-payment meter** and install a standard **post-payment meter** or revert the **pre-payment meter** to its standard operating mode so that the meter operates as a standard **post-payment meter**. **You** will not be required to pay to remove the **pre-payment meter**, install a standard **post-payment meter** or revert the **pre-payment meter** to a standard **post-payment meter**.
- 51. Billing
  - 51.1. **We** will establish a **pre-payment meter customer** account for **you**, which will be utilised for the charging of supply charges and electricity consumption.
  - 51.2. **We** will provide you with the following information regarding **your pre-payment meter**:
    - (a) instructions on how to operate the **pre-payment meter**
    - (b) instructions on how the **emergency credit** facility operates
    - (c) instructions on how the **friendly credit** facility operates
    - (d) instructions on how to obtain a refund of remaining credit when **your customer contract** is terminated, and
    - (e) instructions on how and where payments to **your pre-payment meter account** can be made.
- 52. Maintaining your energy supply
  - 52.1. The method of payment for the services **we** provide under this **contract** will be set out in the **pre-payment meter** instructions provided to **you** (and available on **our** website).
  - 52.2. **We** will ensure that facilities are available to **you** to make the required payments. At a minimum, **we** will ensure:
    - (a) **you** can make cash top up purchases at two locations which are readily accessible, one of which being open between 9:00am and 5:00pm every day (including Saturdays, Sundays, and public holidays, except for Christmas day)

- (b) by a 24-hour phone service that operates every day (including Saturdays, Sundays, and public holidays, except for Christmas day) for top up purchases using credit card, debit card, or electronic funds transfer.
- i) we may accept any other telephone payment method, provided that it is agreed upon by both **you** and **us**.
- (c) a 24 hour electronic or other payment method which operates everyday (including Saturdays, Sundays, and public holidays, except for Christmas day).
- 52.3. The minimum amount **you** can pay to top up **your** account is \$10.00.
53. Financial hardship
- 53.1. **We** are required to identify situations where **you** may be experiencing difficulties in paying **your** bill or **prepay recharge**. This may be if **you**:
- (a) disconnect three times within three months for longer than 240 minutes on each occasion, or
- (b) self-disconnect for more than 24 hours.
- 53.2. In such cases, **we** may offer **you** the opportunity to pay **your** bill or **prepay recharge** under an instalment plan and provide **you** with information about various payments options and, where applicable, payment assistance.
- 53.3. **Our** obligations for **customers** experiencing financial hardship can be found in the **Pre-payment Code**.
54. Undercharging
- 54.1. Further to clause 25 if **we** decide to recover the undercharged amount from **you**, **we** will:
- (a) Offer **you** time to pay the undercharged amount, either by agreed instalments or by an agreed adjustment to the charges in the **pre-payment meter**. The period of time taken to recover any undercharged will not be longer than the period during which the undercharging occurred. If the undercharging has occurred over 12 months or more, the period of time taken to recover any undercharged amount will be limited to 12 months.
- 54.2. 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 either:
- (a) bill **you** for all of the unpaid amounts, or
- (b) make a reasonable agreement with **you** to adjust the charges in **your pre-payment meter** to recover the unpaid amount.
55. Overcharging
- 55.1. If **you** have been overcharged by **us**, within 10 **business days** of being informed of the overcharge, **we** will ask **you** for instructions regarding whether any overcharged amount should be repaid to **you** or added to the balance of **your pre-payment meter** account.
- 55.2. **You** need to provide **us** with instructions for the overcharged amount within 20 **business days**. If, after 20 **business days**, **you** do not provide **us** with any instructions, **we** must add the overcharged amount to the balance of **your pre-payment meter** account.
56. Reconnection after self-disconnection
- 56.1. Further to clause 28, if **you** are **self-disconnected** due to running out of **emergency credit** and/ or **friendly credit**, **your pre-payment meter** will recommence supply as soon as information is communicated to the pre-payment meter that a payment to **your** account has been made which brings **your** balance into credit.
57. Privacy and confidentiality
- 57.1. In addition to the information stated in clause 12, **we** also collect and retain the following information specifically for **pre-payment metering customers**:
- (a) the explicit informed consent provided when **you** enter into a **pre-payment meter** arrangement,
- (b) information about **self-disconnections** due to running out of **emergency credit**, and
- (c) information about offers made to **you** to revert the **pre-payment meter** to a standard **post-payment meter** operating mode.

## LIGHT REGIONAL COUNCIL

S193(4) OF THE LOCAL GOVERNMENT ACT 1999

*Exclusion from Community Land Provisions*

Notice is hereby given pursuant to s193(6)(a) of the *Local Government Act 1999*, that on 26 September 2023 Light Regional Council resolved to exclude the following land from classification as community land pursuant to section 193(4) of the *Local Government Act 1999*:

Allotment 343 in File Plan 176415, Certificate of Title Volume 5754 Folio 795 to be acquired by Council.

Dated: 25 January 2024

RICHARD DODSON  
Chief Executive Officer

## WATTLE RANGE COUNCIL

*Revocation of Community Land Classification*

NOTICE is hereby given that Wattle Range Council at its meeting held on 16 January 2024, resolved pursuant to Section 194 (3)(b) of the *Local Government Act 1999*, to revoke the community land classification of the land known as Allotment 301, Cullens Road, Southend, Hundred of Rivoli Bay that is contained in Deposited Plan 55711, Certificate of Title Volume 5921, Folio 66.

The purpose of the revocation is to allow the subject land to be sold by either public auction or private treaty.

Dated: 25 January 2024

BEN GOWER  
Chief Executive Officer



## PUBLIC NOTICES

TRUSTEE ACT 1936

PUBLIC TRUSTEE

*Estates of Deceased Persons*

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

BELL Mary Louise late of 30 Sussex Terrace Westbourne Park Of no occupation who died 20 January 2023  
DANIEL Gloria May late of Third Street Cleve Laundress who died 20 February 2023  
GOLDIE John Patrick late of 29 Homestead Avenue Walkley Heights Of no occupation who died 2 June 2023  
HOLMES Doreen Ada late of 11 Mawson Road Salisbury Retired Secretary who died 27 January 2023  
KNOBLAUCH William Robert late of 38 Nairne Road Woodside Retired Orderly who died 31 August 2023  
MCOMISH David Gentle Arnot late of 7 Newton Street Whyalla Retired Carpenter who died 17 November 2020  
PETTIFOR David Edward late of 504 Rosedale Road Rosedale Of no occupation who died 21 July 2023  
PITTAWAY Pamela Joan late of 34 Tolmer Road Elizabeth Park Retired Factory Worker who died 27 November 2023  
WISSELL Patricia late of 17 Burnley Street Fulham Child Care Worker who died 17 July 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 23 February 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: 25 January 2024

N. S. RANTANEN  
Public Trustee

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# NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

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

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

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

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

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

## **Please provide the following information in your email:**

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

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WEBSITE: [www.governmentgazette.sa.gov.au](http://www.governmentgazette.sa.gov.au)

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