



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

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ADELAIDE, THURSDAY, 10 APRIL 2025

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

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## GOVERNOR'S INSTRUMENTS

### ACTS

Department of the Premier and Cabinet  
Adelaide, 10 April 2025

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

No. 17 of 2025—Statutes Amendment (Tobacco and E-Cigarette Products—Closure Orders and Offences) Bill 2025  
An Act to amend the Retail and Commercial Leases Act 1995 and the Tobacco and E-Cigarette Products Act 1997

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

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### APPOINTMENTS, RESIGNATIONS AND GENERAL MATTERS

Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Behavioural Standards Panel, pursuant to the provisions of the Local Government Act 1999:

Member: from 10 April 2025 until 9 April 2028  
Felicity-ann Lewis

Presiding Member: from 10 April 2025 until 9 April 2028  
Felicity-ann Lewis

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

25MLG004CS

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Anastasios Koutsantonis MP as Acting Deputy Premier from 13 April 2025 until 19 April 2025 inclusive, during the absence of the Honourable Dr Susan Elizabeth Close MP.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

CABS25/00011

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Blair Ingram Boyer MP as Acting Minister for Climate, Environment and Water, Acting Minister for Industry, Innovation and Science and Acting Minister for Workforce and Population Strategy from 13 April 2025 until 19 April 2025 inclusive, during the absence of the Honourable Dr Susan Elizabeth Close MP.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

CABS25/00011

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Nicholas David Champion MP, as Acting Minister for Aboriginal Affairs, Acting Attorney-General, Acting Minister for Industrial Relations and Public Sector and Acting Special Minister of State from 11 April 2025 to 16 April 2025 inclusive, during the absence of the Honourable Kyam Joseph Maher MLC.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

AGO0043-25CS

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the Honourable Katrine Anne Hildyard MP, as Acting Minister for Trade and Investment, Acting Minister for Local Government and Acting Minister for Veterans' Affairs from 13 April 2025 to 19 April 2025 inclusive, during the absence of the Honourable Joseph Karl Szakacs MP.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

25MTI005CS

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint Lisa Jane Dunlop SC as a Judge of the District Court of South Australia, effective from 5 May 2025 - pursuant to section 12 of the District Court Act 1991.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

AGO0052-25CS

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to designate Lisa Jane Dunlop SC as a Judge of the Environment, Resources and Development Court of South Australia, effective from 5 May 2025 - pursuant to section 8(6) of the Environment, Resources and Development Court Act 1993.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

AGO0052-25CS

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has been pleased to appoint Erin Mary Crowe as the Acting Commissioner for Children and Young People for a period commencing on 19 April 2025 and expiring on 18 July 2025 - pursuant to the Children and Young People (Oversight and Advocacy Bodies) Act 2016.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

ME25/017

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Department of the Premier and Cabinet  
Adelaide, 10 April 2025

Her Excellency the Governor in Executive Council has amended the terms and conditions of appointment for Emma Michelle Townsend, Independent Commissioner Against Corruption, effective from 10 April 2025 until her term expires on 2 February 2030 - pursuant to section 8 of the Independent Commission Against Corruption Act 2012.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

AGO0062-25CS

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## PROCLAMATIONS

South Australia

## **Plastic Shopping Bags (Waste Avoidance) Repeal Act (Commencement) Proclamation 2025**

### **1—Short title**

This proclamation may be cited as the *Plastic Shopping Bags (Waste Avoidance) Repeal Act (Commencement) Proclamation 2025*.

### **2—Commencement of Act**

The *Plastic Shopping Bags (Waste Avoidance) Repeal Act 2025* (No 2 of 2025) comes into operation on 10 April 2025.

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 10 April 2025

South Australia

## **Statutes Amendment (National Energy Laws) (Data Access) Amendment Act (Commencement) Proclamation 2025**

### **1—Short title**

This proclamation may be cited as the *Statutes Amendment (National Energy Laws) (Data Access) Amendment Act (Commencement) Proclamation 2025*.

### **2—Commencement of Act**

The *Statutes Amendment (National Energy Laws) (Data Access) Act 2025* (No 7 of 2025) comes into operation on 10 April 2025.

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 10 April 2025

South Australia

## **Liquor Licensing (Conferral of Authority) Proclamation 2025**

under section 15 of the *Liquor Licensing Act 1997*

### **1—Short title**

This proclamation may be cited as the *Liquor Licensing (Conferral of Authority) Proclamation 2025*.

### **2—Commencement**

This proclamation comes into operation on 5 May 2025.

### **3—Conferral of authority on District Court Judge**

Authority is conferred on the District Court Judge named in Schedule 1 to exercise the jurisdiction of the Licensing Court of South Australia.

## **Schedule 1—District Court Judge on whom authority is conferred**

Her Honour Judge Lisa Jane Dunlop

### **Made by the Governor**

with the advice and consent of the Executive Council  
on 10 April 2025

## REGULATIONS

South Australia

# **National Electricity (South Australia) (Data Access) Amendment Regulations 2025**

under the *National Electricity (South Australia) Act 1996*

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## **Contents**

### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement

### **Part 2—Amendment of *National Electricity (South Australia) Regulations***

- 3 Amendment of Schedule 1—Civil penalty provision
- 

## **Part 1—Preliminary**

### **1—Short title**

These regulations may be cited as the *National Electricity (South Australia) (Data Access) Amendment Regulations 2025*.

### **2—Commencement**

These regulations come into operation on the day on which section 9 of the *Statutes Amendment (National Energy Laws) (Data Access) Amendment Act 2025* comes into operation.

## **Part 2—Amendment of *National Electricity (South Australia) Regulations***

### **3—Amendment of Schedule 1—Civil penalty provision**

Schedule 1, Part 2, Provisions of the new National Electricity Law—after "section 18ZD" insert:

- section 54CA(7)
- section 54CA(8)
- section 54CA(10)

### **Made by the Governor**

on the unanimous recommendation of the Ministers of the participating jurisdictions and with the advice and consent of the Executive Council  
on 10 April 2025

No 11 of 2025

South Australia

# **National Gas (South Australia) (Data Access) Amendment Regulations 2025**

under the *National Gas (South Australia) Act 2008*

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## **Contents**

### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement

### **Part 2—Amendment of *National Gas (South Australia) Regulations***

- 3 Repeal of regulation 20
  - 4 Amendment of Schedule 3—Civil penalty provisions
- 

## **Part 1—Preliminary**

### **1—Short title**

These regulations may be cited as the *National Gas (South Australia) (Data Access) Amendment Regulations 2025*.

### **2—Commencement**

These regulations come into operation on the day on which section 14 of the *Statutes Amendment (National Energy Laws) (Data Access) Amendment Act 2025* comes into operation.

## **Part 2—Amendment of *National Gas (South Australia) Regulations***

### **3—Repeal of regulation 20**

Regulation 20—delete the regulation

### **4—Amendment of Schedule 3—Civil penalty provisions**

Schedule 3, Part 2, Provisions of the NGL—after "section 91FEE" insert:

section 91GCA(7)

section 91GCA(8)

section 91GCA(10)

## **Made by the Governor**

on the unanimous recommendation of the Ministers of the participating jurisdictions and with the advice and consent of the Executive Council  
on 10 April 2025

No 12 of 2025

# RULES

## STATE LOTTERIES ACT 1966 (SA)

### *Lotteries (General) Rules*

#### 1. *Preliminary*

- 1.1 These Rules may be cited as the Lotteries (General) Amendment Rules 2025 (No. 1).
- 1.2 The Lotteries (General) Rules made under the *State Lotteries Act 1966* and published in the *Government Gazette* on 24 May 2023 are herein after referred to as the “Principal Rules”.
- 1.3 The Principal Rules are hereby amended effective from 10 April 2025 and these Rules will take effect immediately thereafter, except as provided in these Rules.

#### 2. *Amendment of Rules*

Rule 2.1 of the Principal Rules, the definition of ‘Autopay period’ under Interpretation is replaced by the following:

“Autopay period” in relation to any online lottery is the timeframe during which the Master Agent automatically processes prizes, as determined by the Master Agent.

Rule 9.13.2 of the Principal Rules to be replaced by the following:

“the ticket’s bearer has not claimed the prize at the expiration of the determined autopay period,”

Rules 12.15 of the Principal Rules to be replaced by the following:

“Subject to Rule 9.11, a Members Club (also known as Easiplay Club) member who has not claimed a prize within the autopay period determined by Master Agent will be paid by the nominated prize payment method. If the nominated method is cheque (and that method is unavailable), the member must nominate an alternative payment method. Payment will be issued in the name and details on the Members Club (also known as Easiplay Club) database at the time of issue, provided that....”

The Common Seal of the Lotteries Commission of South Australia was affixed pursuant to a resolution of the Commissioner,

Dated: 1 April 2025

PAUL WILLIAMS  
A/Commissioner

Approved,

HON STEPHEN MULLIGHAN MP  
Treasurer

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### LOTTERIES (GENERAL) RULES

*This consolidation includes amendments as at 10 April 2025.*

*It is provided for convenient reference only and regard should be had to the full text of the Lottery Rules and amendments as published in the South Australian Government Gazette from time to time.*

#### ARRANGEMENT

#### 1. *Preliminary*

- 1.1 Citation
- 1.2 Existing Rules
- 1.3 Commencement
- 1.4 Current lotteries
- 1.5 Rules applicable to different types of lotteries

#### 2. *Interpretation*

- 2.1 Definitions
- 2.2 General
- 2.3 SALC’s determination

#### 3. *General*

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- 3.2 Access to Rules
- 3.3 Rules binding on player
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- 14.1 Decision to cancel lottery or ticket
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*Schedule*

Date of commencement

1. *Preliminary*

- 1.1 These Rules may be cited as the Lotteries (General) Rules.
- 1.2 The Rules made under the *State Lotteries Act 1966*, and previously published in the Government Gazette are hereinafter referred to as “the Existing Rules”.
- 1.3 The Existing Rules are hereby revoked effective from the end of the day preceding the date of operation of these Rules as specified in the Schedule to these Rules. These Rules will take effect immediately thereafter, except as provided in these Rules.
- 1.4 All current lotteries conducted by SALC through its Master Agent at the date of these Rules will be conducted pursuant to the Existing Rules as if these Rules had not been made. For this purpose each draw in each type of lottery will be regarded as a separate lottery conducted by SALC through its Master Agent.
- 1.5 These Rules are to be read in conjunction with the Rules applicable to each type of lottery conducted by SALC through its Master Agent from time to time.

2. *Interpretation*

- 2.1 In these Rules and in each part of these Rules unless the contrary intention appears:

“Act” means the *State Lotteries Act 1966* as amended;

“Agent” means a person (other than a Master Agent) authorised by the Master Agent pursuant to the Act and the transaction documents to sell entries to the public in lotteries offered by the Master Agent from time to time;

“Agent’s Commission” means a charge determined by the Master Agent to be paid by a player to an Agent and included in the price of each ticket in a lottery and the charge may vary between each type of lottery conducted by SALC through its Master Agent from time to time;

“application form” means an application form for the issue of a Members Club (also known as Easisplay Club) membership card that is completed in either physical form or electronically;

“Autopay period” in relation to any online lottery is the timeframe during which the Master Agent automatically processes prizes, as determined by the Master Agent.

“bearer” means:

- (a) in relation to a ticket, the holder of that ticket; or
- (b) in relation to an electronic entry, the registered player to whom an electronic ticket is issued;

“Bloc Agreement” means an agreement between different lottery operators for the purpose of promoting and conducting a nominated game;

“cancelled” in relation to an entry means cancelled in accordance with Rule 14 or as otherwise determined by the Master Agent to be cancelled and incapable of winning a prize;

“close of acceptance of entries” means the date and time determined by the Master Agent after which entries and/or syndicate entries will not be accepted;

“conditions” means the conditions to which an issued ticket is subject and includes instructions printed on a coupon or a ticket in any type of lottery or available through any form of electronic media;

“coupon” means a printed form for requesting an entry in an online lottery; “Draw” includes a draw, determination or series;

“electronic request” means a request for an entry in an online lottery placed via a selling point of an internet site;

“electronic ticket” means a ticket or confirmation of order in an online lottery generated at the selling point of an internet site that is linked to a central computer system used in the Master Agent’s business to generate and/or validate tickets upon acceptance of an electronic request for entry;

“entry” means an entitlement to participate in a lottery on payment of its price as evidenced by the issue of a ticket(s) for that lottery;

“entry fee” means the cost of an entry in a lottery as determined by the Master Agent, excluding the Agent’s Commission and any handling fee charged for an electronic request, and the Master Agent may determine different entry fees for different lotteries;

“game” means:

- (a) any one of the game panels of a coupon or other request for entry on which number selections may be made;
- (b) any one of the game panels of a ticket or electronic record of entry on which number selections are recorded; or
- (c) any one of the game panels on an Instant Scratch-Its ticket,

as the case may be (and “panel” and “set” have a corresponding meaning);

“Head Office” means the principal place of business of the Master Agent;

“lottery” means a lottery as defined by the Act and conducted by SALC through its Master Agent from time to time;

“Lottery Rules” means these Rules and the Rules applicable to the different types of lotteries conducted by SALC through its Master Agent from time to time;

“Master Agent” means Tatts Lotteries SA Pty Ltd as exclusive master agent of SALC, to:

- (a) sell entries and pay prizes associated with those entries in lotteries operated by SALC from time to time;
- (b) appoint Agents; and
- (c) authorise the premises at which Agents may sell tickets for the purposes of Section 19(10) of the Act.

“Members Club member” (also known as Easiplay Club Member) means a player whose personal details have been provided to the Master Agent and have been recorded for the purpose of providing a player registration service to the player;

“minor” means a minor as defined by the Act;

“online lottery” means a lottery in which the Master Agent generates a ticket through a selling point terminal;

“player” means, in relation to a lottery, a person who purchases and receives a ticket;

“price” in relation to an entry or a gift voucher means the entry fee or purchase price, the Agent’s Commission and any handling fee for an electronic request paid on request of an entry or purchase of a gift voucher;

“printed ticket” means a ticket in an online lottery generated by a selling point terminal upon acceptance of a coupon or verbal request for entry.

“SALC” means the Lotteries Commission of South Australia;

“selling point” means an Agent’s place of business or an internet site that is linked to a central computer system, or any other computer system used in the Master Agent’s business to process requests for entries, where the price may be paid or received, or such other place as determined by the Master Agent;

“selling point terminal” means the computer equipment located at an Agent’s place of business, an internet site that is linked to a central computer system used in the Master Agent’s business to generate and/or validate tickets, or such other place as determined by the Master Agent;

“sports lottery” means a sports lottery as defined by the Act;

“symbol” includes an amount, number, picture, word or any other representation (but excludes any security code) appearing on an entry;

“syndicate entry” means an entry relating to one or more lotteries that is divided into a number of equal shares;

“syndicate player” mean a person is the bearer of a valid syndicate share; “syndicate share” means a share of a syndicate entry;

“syndicate share price” means the price payable by a syndicate player to participate in a syndicate entry, rounded as necessary to the nearest whole cent in accordance with these Rules;

“ticket” means either:

- (a) a printed ticket, including a ticket evidencing a syndicate share;
- (b) an electronic ticket; or
- (c) a ticket in an Instant Scratch-Its lottery, as defined in the Lotteries (Instant Scratch-Its) Rules;

“ticket checker” means a reading device provided at an agency to allow players to determine the prize status of a printed ticket or an Instant Scratch-Its ticket;

“Ticket Packs” means a selection of tickets promoted from time to time that includes tickets from a variety of lotteries;

“traditional lottery” means a lottery in which a maximum number of entries is offered for sale and the prize winning entries are ascertained at such time and in such manner as the Master Agent determines;

“transaction documents” means the documents executed by the Master Agent to facilitate its appointment as the exclusive Master Agent to operate SALC’s brands and products.

## 2.2 Unless the contrary intention appears:

2.2.1 headings are for convenient reference only and do not limit or extend the meaning of the language of the provisions to which they refer;

2.2.2 words in the singular number include the plural and vice versa; and

2.2.3 words importing a gender include any other gender.

## 2.3 SALC may at any time and from time to time make or vary any determination under these Rules.

## 3. General

3.1 SALC may at any time amend or abrogate all or part of the Lottery Rules, whether or not an entry has been accepted or prize winning entries have been determined.

3.2 The Lottery Rules may be made public by such means as determined by the Master Agent.

3.3 By submitting a request for an entry (whether by coupon, verbal or electronic), a player will be deemed to agree to be bound by the Lottery Rules. If a ticket is issued, it will be on the basis that the player is so bound.

3.4 Where applicable, the Lottery Rules are to be read in conjunction with and as part of any Bloc Agreement entered into by SALC for the conduct of any Bloc lottery. If there is any inconsistency between a Bloc Agreement and the Lottery Rules, the provisions of the Lottery Rules will prevail.

## 4. Agents

4.1 Subject to the terms of any agreement between the Master Agent and SALC, the Master Agent:

4.1.1 may receive an application in such form as it determines from a party interested in being appointed an Agent for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent;

4.1.2 will consider and accept or reject such application without being liable to give any reason for its decision;

4.1.3 may appoint an Agent on such terms as the Master Agent determines; and

4.1.4 subject to any other statutory or contractual provision, may terminate the appointment summarily, if the application is subsequently found to have been completed dishonestly, incorrectly or inadequately.

- 4.2 An Agent:
- 4.2.1 will be an Agent only for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent and will not have the power to pledge either the Master Agent's or SALC's credit;
  - 4.2.2 must sign an agreement as specified by the Master Agent;
  - 4.2.3 must comply with any directions or requirements issued by the Master Agent (in writing or otherwise) concerning conduct of the Agent's business, including sale and return of tickets, selling point terminal operation, and provision of such details or returns of information or money or compliance with such performance criteria as the Master Agent requires; and
  - 4.2.4 who breaches the said agreement or the Lottery Rules may at any time;
    - 4.2.4.1 have its appointment terminated by the Master Agent in accordance with the transaction documents; or
    - 4.2.4.2 be suspended for such period and on such terms and conditions as the Master Agent determines.
- 4.3 A player who requests an entry in a lottery must pay the price at the time of purchase of the ticket.
- 4.4 Principal and Agent
- 4.4.1 An Agent who is paid an Agent's Commission will be the player's agent for the purpose of submitting a request for entry to the Master Agent.
  - 4.4.2 SALC (excluding the Master Agent) may deal with a player as principal. A player who uses an Agent will be bound by all the Agent's acts or omissions.
  - 4.4.3 Use of an Agent does not exempt a player from observing these Rules.
  - 4.4.4 If the Master Agent sells an entry or issues a ticket to a player it will be deemed to be acting as an agent for the purpose of these Rules in determining its relationship to the player.

## 5. Liability

- 5.1 The player:
- 5.1.1 will accept all risks, losses, delays, errors or omissions that might occur in the course of delivery to the Master Agent of any request for entry, whether electronically, through an Agent or by any other means; and
  - 5.1.2 must ensure that any coupon or electronic request submitted for entry is completed in accordance with these Rules and acknowledges that neither the Master Agent nor the Agent has any responsibility to check the same when accepting it.
- 5.2 Receipt of a ticket (whether issued as a result of a coupon, verbal or electronic request) by a player constitutes an acknowledgment that the symbols and other details it contains are the player's selections. A player who does not immediately notify the selling point terminal operator of any error will be deemed to have accepted that the symbols and other details are their selections. No coupon or other evidence will thereafter be valid for the purposes of proving an entry in a draw.
- 5.3 If details on a ticket in a lottery differ from the central computer record of that ticket, the central computer record will be the sole determinant in identifying what prize (if any) is payable in respect of the ticket.
- 5.4 Neither SALC nor the Master Agent will be liable where an Agent has altered a coupon in any way without the player's authority.
- 5.5 Neither SALC, the Master Agent, an Agent, nor an employee or agent of any of them, will be liable:
- 5.5.1 if a selling point terminal fails to read a coupon and operator intervention is required to correctly process the coupon or if an operator incorrectly keys into the selling point terminal from the player's verbal or coupon selections any number(s) not selected by the player; or
  - 5.5.2 for any loss, damage, injury or expense sustained by a player by reason of any act, neglect, omission, delay or failure:
    - 5.5.2.1 to forward to the Master Agent any request for entry in any lottery;
    - 5.5.2.2 to properly validate, process or enter a request for entry in any particular draw;
    - 5.5.2.3 for any assistance given in completing an application form, coupon or other form; or
    - 5.5.2.4 to properly or accurately process any request by a player to participate in any lottery conducted by SALC through its Master Agent,
- and this Rule may be pleaded as a bar to any legal proceedings brought by any player alleging breach, default or non-performance of any contract or duty by SALC, the Master Agent or such Agent, or an employee or agent of any of them.
- 5.6 In respect of:
- 5.6.1 any representation made by an employee or any other person on SALC's or the Master Agent's behalf;
  - 5.6.2 loss or damage arising from an unlawful act by an employee or agent of SALC, the Master Agent or a third party;
  - 5.6.3 fire, flood, tempest, storm, riot, civil commotion, lockouts or strikes in respect of which a claim is made;
  - 5.6.4 any failure of or malfunction in any selling point terminal or central computer system used in the Master Agent's business, an Agent or any person on either's behalf, in respect of which a claim is made; or
  - 5.6.5 subject to Rule 6.6, a cancelled entry;
- SALC's or the Master Agent's liability (if any and at SALC's or the Master Agent's discretion) will be limited to the refund of the price of the ticket, on which the player is claiming a prize, in full and final settlement of any claim.
- 5.7 The Master Agent will use its best endeavours to respect any request by a prize winning player for Not For Publication (NFP) status and will not reveal any details of the prize that will identify the player without their consent. If the Master Agent releases a prize winning player's name and address contrary to their instructions it will not be liable for any inconvenience, loss, damage or injury thereby suffered by any person unless otherwise required by law.
- 5.8 Any decision made by SALC or the Master Agent concerning any lottery conducted by SALC through its Master Agent (including but without limiting the generality thereof eligibility of entries, determination of prize winners, the amount and distribution of prize money and the meaning and effect of these Rules) will be final and binding on all players participating in that lottery and on every person making a claim in respect of that lottery.

## 6. *Entry and Tickets*

- 6.1 A coupon or verbal or electronic request for any available type of entry may be delivered, communicated or forwarded to the Master Agent by a player or an Agent.
- 6.2 The price of an entry must be paid in either Australian currency, by credit card, by funds transfer from a player's account or by redemption of a gift voucher issued by the Master Agent or such other means as the Master Agent determines. Payment must accompany or be made with transmission of a coupon or other request for entry.
- 6.3 The Master Agent or an Agent will refuse to accept, or reject after acceptance, any coupon or other request for entry that has not been duly completed or is not accompanied by full payment of the price for the number of games to be played.
- 6.4 Subject to Rule 6.3 the issue of a ticket by a selling point terminal will constitute acknowledgment by the Master Agent of acceptance of the request for entry in the online lottery referred to on the ticket.
- 6.5 Subject to Rule 6.3 the scanning of an Instant Scratch-Its ticket by the selling point terminal at the time of sale will constitute acknowledgement by the Master Agent of acceptance of the request for entry into the series referred to on the Instant Scratch-Its ticket.
- 6.6 If the Master Agent or an Agent decides that an issued online lottery ticket is defective and the prize winners in the draw to which it relates have not been determined, the Master Agent or an Agent may cancel the ticket and at its discretion either:
- 6.6.1 replace the ticket with another ticket, in which event the player will be taken to have authorised an employee of the Master Agent or an Agent to determine their selections and, if necessary, to complete a request for entry on their behalf that will then be accepted for participation in the appropriate draw for the appropriate lottery; or
- 6.6.2 refund the price of the ticket to its bearer or the player.
- 6.7 If a player considers that an issued ticket is illegible or defective in any way, the ticket may be cancelled. No duplicate ticket will be provided.
- 6.8 A player who requests to return a ticket in an online lottery for any other reason may apply to the Master Agent or an Agent to cancel the ticket:
- 6.8.1 for all lotteries, excluding Keno, the ticket must be cancelled at the place of purchase and prior to the close of acceptance of entries in respect of the first draw on that ticket;
- 6.8.2 for Keno, a ticket must be cancelled at the place of purchase and prior to the close of acceptance of entries in respect of the draws from which the player wishes to cancel their participation.
- The Master Agent or an Agent may at its absolute discretion accept or reject the return of the ticket. On return of a ticket, a player will be entitled at their option to:
- 6.8.3 a full refund of the price of the ticket or, in the case of a Keno, a consecutive draw entry, the price of the undrawn portion of the ticket; or
- 6.8.4 for all lotteries, excluding Keno, a further ticket in exchange for the returned ticket.
- 6.9 A player who requests to return an Instant Scratch-Its ticket must apply to the selling Agent at the time of purchase. The selling Agent may at its absolute discretion accept or reject the return of the Instant Scratch-Its ticket. On return of an Instant Scratch-Its ticket, a player will be entitled at their option to:
- 6.9.1 a full refund of the price of the Instant Scratch-Its ticket; or
- 6.9.2 a further Instant Scratch-Its ticket of the same monetary value in exchange for the returned Instant Scratch-Its ticket.
- 6.10 A ticket must not be altered. Any alteration will have no validity for any purpose.
- 6.11 No cash refund will be made except as provided under these Rules.
- 6.12 A player may be entitled to purchase a 'best pick' entry, as determined by the Master Agent, whereby the selling point terminal will select and optimise the mix of standard entries based on the amount and games specified by the player across the lotteries conducted by SALC through its Master Agent, equivalent or as close as possible to the nominated dollar amount. The Master Agent will determine the minimum dollar value required for the game options selected.

## 7. *Electronic Request for Entry*

- 7.1 A player cannot submit a request for entry to the Master Agent or an Agent by post.
- 7.2 A player who sends a request for entry to the Master Agent or an Agent electronically must:
- 7.2.1 do so prior to the close of acceptance of entries for the draw of the lottery to which it relates;
- 7.2.2 comply with all laws of any applicable jurisdiction regulating lotteries of the type in which the player seeks to participate; and
- 7.2.3 in the case of an electronic request for entry:
- 7.2.3.1 first establish an account for use in connection with the player's participation in the lottery; and
- 7.2.3.2 have sufficient funds held in credit in the account to pay the price of any entry requested.
- 7.3 The Master Agent or an Agent may refuse to accept a request for entry received electronically that:
- 7.3.1 does not comply with the Lottery Rules; or
- 7.3.2 is not accompanied by full payment of the price.
- 7.4 A request for entry received electronically may, at the absolute discretion of the Master Agent or an Agent;
- 7.4.1 be entered in the draw(s) nominated by the player;
- 7.4.2 if not received in time for it to be processed for participation in a particular draw(s), be entered in the next draw(s) of the same lottery;
- 7.4.3 if accompanied by payment other than in cash be entered in the next available draw(s) of the lottery for which it is intended after full payment is credited to the account of the Master Agent or an Agent, as the case may be; or
- 7.4.4 in any other case, be entered in the draw(s) current at the date on which the Master Agent or an Agent processes the entry.

## 8 *Syndicate Entry*

- 8.1 A syndicate entry may be formed for each lottery or a combination of each and any of the lotteries by:
- 8.1.1 the Master Agent (“central syndicate”);
  - 8.1.2 the Agent (“store syndicate”); or
  - 8.1.3 a group of two (2) or more Agents (“group syndicate”).
- 8.2 If a syndicate share remains unsold 10 minutes prior to the close of acceptance of entries for the first draw applicable to the syndicate entry, the syndicate share is automatically issued:
- 8.2.1 for a store syndicate to the Agent that formed the syndicate entry;
  - 8.2.2 for a group syndicate;
    - 8.2.2.1 to the Agent who is responsible for the sale of the syndicate share; or
    - 8.2.2.2 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
    - 8.2.2.3 in accordance with Rule 8.2.3.2 if the Master Agent participated in the syndicate and was responsible for the sale of the relevant syndicate share;
  - 8.2.3 for a central syndicate;
    - 8.2.3.1 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
    - 8.2.3.2 to a person (at no cost to that person) who is at that time a Members Club (also known as Easiplay Club) member and to whom the selling point terminal randomly registers the syndicate share;
- 8.3 If a syndicate share is issued under Rule 8.2.1, 8.2.2.1, 8.2.2.2, or 8.2.3.1 the Master Agent will collect the amount owing for the syndicate share from the Agent to whom the syndicate share is issued under this Rule.
- 8.4 A syndicate player must pay the syndicate share price in respect of each syndicate share at the time of purchase by the syndicate player (except for syndicate shares issued under Rule 8.2.3.2).
- 8.5 A syndicate entry will be cancelled if all syndicate shares remain unsold prior to the close of acceptance of entries for the first draw applicable to the syndicate entry.

## 9. *Members Club (also known as Easiplay Club)*

- 9.1 To become a Members Club (also known as Easiplay Club) member, an applicant must complete a current application form and forward it to the Master Agent either directly or through any Agent’s place of business.
- 9.2 The Master Agent may impose membership charges as it determines at any time. Prior to the imposition or any change to such a charge, the Master Agent will provide notification to players.
- 9.3 The Master Agent will be entitled to assume that any Members Club (also known as Easiplay Club) member or any applicant for Members Club (also known as Easiplay Club) membership is not a minor. An Members Club (also known as Easiplay Club) member or an applicant for Members Club (also known as Easiplay Club) membership must provide such evidence of their age as the Master Agent requires. If the Master Agent subsequently ascertains that Members Club (also known as Easiplay Club) membership has been issued to a minor, the Master Agent will cancel such membership and, in accordance with these Rules, decline to pay any prize that would otherwise have been payable.
- 9.4 An Agent, to whom a duly completed application form is submitted, together with such evidence of the applicant’s age as the Agent may require, will forthwith issue an Members Club (also known as Easiplay Club) temporary membership slip to the applicant for immediate use. The autopay facility will be activated once the Members Club (also known as Easiplay Club) application form is processed and accepted by the Master Agent.
- 9.5 Once a duly completed application form has been processed and accepted by the Master Agent, the member’s personal details will be included in the Members Club (also known as Easiplay Club) database and an actual or electronic Members Club (also known as Easiplay Club) card will be issued and details provided to the member. Subject to the issuing conditions, the card will be evidence of Members Club (also known as Easiplay Club) membership.
- 9.6 An Members Club (also known as Easiplay Club) member must ensure that the Master Agent is advised of any changes to details held in the Members Club (also known as Easiplay Club) database. When requested by the Master Agent, an Members Club (also known as Easiplay Club) member must notify the Master Agent of a change of details. Neither the Master Agent nor any Agent will be liable to make good any loss incurred in respect of any prize forwarded to an address shown in the Members Club (also known as Easiplay Club) database at the time of expiration of the relevant claim period.
- 9.7 The Master Agent will maintain a record of the information provided by each Members Club (also known as Easiplay Club) member and will be permitted to use that information for the purpose of distributing advertising material and similar information. An Members Club (also known as Easiplay Club) member who does not want to receive such material or information must advise the Master Agent in writing. The Master Agent will use its best endeavours to protect each member’s personal information and maintain the highest level of confidentiality.
- 9.8 The Master Agent shall be entitled to refuse a new membership or cancel an existing membership, for whatever reason, without the requirement to outline the reasons for such refusal or cancellation.
- 9.9 Once the Master Agent has paid a prize won on a ticket purchased on presentation of an Members Club (also known as Easiplay Club) membership card, there will be no further claim to that prize.
- 9.10 If a player who complies with the requirements of these Rules reports that a winning ticket is lost, the Master Agent may decline to pay the prize to the ticket’s bearer.
- 9.11 If a person (“the bearer”) lodges a printed ticket that bears the name of an Members Club (also known as Easiplay Club) member (“the member”) with the Master Agent for payment of a prize, but the bearer fails to produce the corresponding Members Club (also known as Easiplay Club) membership card, the Master Agent will invite the bearer to provide a statutory declaration and such other documentation as the Master Agent requires to determine the rightful owner of the printed ticket.
- 9.11.1 If the Master Agent is satisfied that the bearer is the rightful owner of the printed ticket, and the prize has not been autopaid to the member in accordance with Rule 12.15, the Master Agent will pay the prize to the bearer and neither the member nor any other person will have any claim in respect of the printed ticket.
  - 9.11.2 A decision by the Master Agent under this Rule is final and without appeal. The Master Agent has no obligation beyond the strict requirements of this Rule to provide a right to be heard in relation to its decision.

- 9.12 The procedure under Rule 9.11 is not available to a ticket's bearer after expiration of the Autopay period as determined by the Master Agent. After expiration of that period any prize payable in respect of the ticket will only be paid to the member whose name first appears on the application form.
- 9.13 If:
- 9.13.1 a prize is won on a ticket purchased on presentation of a n Members Club (also known as Easiplay Club) membership card; and
- 9.13.2 the ticket's bearer has not claimed the prize at the expiration of the determined Autopay period, the Master Agent will pay the prize into the account nominated by the member or by such other means as determined by the Master Agent. Thereafter, the ticket's bearer will have no claim to the prize.
10. *Gift Vouchers*
- 10.1 The Master Agent may make available to players the purchase of gift vouchers for such defined value(s) as determined by the Master Agent from time to time.
- 10.2 The price of a gift voucher must be paid in Australian currency, by credit card, by funds transfer from a player's account or by such other means as the Master Agent determines. Payment must be made at the time of requesting the gift voucher.
- 10.3 The Master Agent may include a security code on any part of the gift voucher for the purpose of identifying counterfeit or reconstituted gift vouchers.
- 10.4 A security code may be:
- 10.4.1 symbols or other markings; and
- 10.4.2 printed, stamped, embossed or otherwise shown on the gift voucher.
- 10.5 A gift voucher can only be presented once for redemption unless otherwise determined by the Master Agent.
- 10.6 Gift vouchers must be redeemed within twelve months of their date of issue or such other period as determined by the Master Agent.
- 10.7 A gift voucher will not be redeemable for cash.
- 10.8 Any player who claims to be entitled to redeem a gift voucher but:
- 10.8.1 whose gift voucher has not been identified by a central computer system used in the Master Agent's business as a validly issued gift voucher; or
- 10.8.2 considers that their gift voucher has been incorrectly evaluated by the Master Agent; may lodge a claim with the Master Agent.
- 10.9 A claim under Rule 10.8:
- 10.9.1 may be lodged with the Master Agent either personally or by registered mail;
- 10.9.2 must reach the Master Agent within the period specified for the redemption of a gift voucher;
- 10.9.3 must be accompanied by the gift voucher in question and proof of purchase, clearly endorsed with the claimant's full name and address; and
- 10.9.4 if posted, must be accompanied by a self-addressed envelope bearing the correct postage.
- 10.10 The Master Agent:
- 10.10.1 will not be obliged to recognise any claim not identified by a central computer system used in the Master Agent's business within the period specified for the redemption of a gift voucher; and
- 10.10.2 may in its absolute discretion accept or refuse to accept a claim in whole or in part.
11. *Disqualifications*
- 11.1 Notwithstanding that:
- 11.1.1 acceptance of entries into a lottery has closed;
- 11.1.2 a ticket may have issued; or
- 11.1.3 the draw has occurred in respect of which the ticket is entered
- an entry in a lottery may be disqualified and no prize claim shall be made in respect of it, if the Master Agent is of the opinion that it should be so disqualified. Any ticket which has issued in respect of an entry in a lottery which is disqualified shall automatically be cancelled.
- 11.2 The reasons for disqualification may include but are not limited to:
- 11.2.1 failure to pay the full price of entry;
- 11.2.2 reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- 11.2.3 reasonable suspicion of unauthorised use of a selling point terminal or central computer system used in the Master Agent's business; or
- 11.2.4 any other breach of these Rules which justifies disqualification.
- 11.3 The Master Agent shall use its best endeavours to notify a player whose name and address is known to the Master Agent that an entry has been disqualified and the reason therefor and the Master Agent shall refund to the player any price paid. Where the Master Agent does not know the name and address of a player, the Master Agent shall publicise, in a manner determined by the Master Agent, the disqualification of such an entry.
- 11.4 If an entry which would otherwise be eligible for a prize, is disqualified during the claim period then the value of the remaining prizes shall be varied to take into account such disqualification.
12. *Payment of Prizes*
- 12.1 The Master Agent's records as to payment of prizes in respect of a ticket shall be conclusive.
- 12.2 No prize will bear interest as against SALC or the Master Agent.

- 12.3 Any prize won on a syndicate share entry will be payable to the bearer of the syndicate share entry to the extent of the bearer's entitlement as appears on the syndicate share entry, rounded in each division to the nearest whole cent above or below the bearer's syndicate share of the actual prize otherwise payable, with any resulting surplus being paid into the Division 1 prize pool, and any shortfall being drawn from the Division 1 prize pool.
- 12.4 Payment of prizes won on printed tickets or Instant Scratch-Its tickets:
- 12.4.1 greater than \$5000 or such other amount as the Master Agent determines may be made by electronic funds transfer or by such other means as the Master Agent determines. Such prizes must be claimed at Head Office (unless an Agent has obtained prior approval from the Master Agent to make a cash payment).
- 12.4.2 greater than \$500 but equal to or less than \$5000 or such other amount as the Master Agent determines (either generally or in relation to a particular lottery) may be made in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines. Such prizes may be claimed at Head Office or at an agency with the means to make a cash payment.
- 12.4.3 equal to or less than \$500 or such other amount as the Master Agent determines shall be payable in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines by Head Office, or in cash by any Agent.
- 12.5 Payment of cash prizes won on an electronic ticket will be paid by electronic funds transfer directly into the account established for use in connection with the player's participation in electronic requests.
- 12.6 A handling fee (which may include postage costs and a processing fee) will be charged in each case as the Master Agent determines for payment of prizes won on printed tickets or Instant Scratch-Its tickets by electronic funds transfer or such other manner as the Master Agent determines. The handling fee will be deducted from the prize.
- 12.7 A non-refundable claim administration fee as determined by the Master Agent may be required to accompany a claim for an ex gratia payment under Section 16D of the Act.
- 12.8 The applicant for payment of a prize must provide their name and address:
- 12.8.1 for payment of a prize greater than \$5000 (or such other amount as provided by law) in any online lottery;
- 12.8.2 for payment of any prize to be paid by electronic funds transfer; or
- 12.8.3 in any other case as required by the Master Agent.
- 12.9 A printed ticket or Instant Scratch-Its ticket forwarded by post for payment of a prize must have the winner's name and address completed on its reverse.
- 12.10 A prize claim incomplete in any detail required by the Master Agent may be rejected.
- 12.11 The Master Agent may decline to pay a prize in respect of any ticket presented as evidence of a winning entry if, in the Master Agent's opinion:
- 12.11.1 the ticket was purchased by a minor or an Members Club (also known as Easiplay Club) membership card issued to a minor was submitted at the time of purchase of the ticket;
- 12.11.2 any number or security marking on the ticket has been tampered with in any way; or
- 12.11.3 the ticket has been stolen, mutilated, altered, defaced or is counterfeit, misprinted, illegible, incomplete or defective in any way; or
- 12.11.4 the ticket was found to have been purchased fraudulently,
- and furthermore, the Master Agent shall retain such a ticket for such period as the Master Agent determine.
- 12.12 A ticket that has been recorded as cancelled on a central computer system used in the Master Agent's business will be of no validity in claiming a prize. The player will have no claim against SALC or the Master Agent (whether such cancelled recording is at the player's request or due to a computer system malfunction, operator error or otherwise). A ticket incorrectly recorded on a central computer system used in the Master Agent's business will be deemed cancelled. The Master Agent will determine whether a ticket has been correctly recorded.
- 12.13 A ticket identified by a central computer used in the Master Agent's business system as a prize winning ticket may, after evaluation by a selling point terminal and payment of the prize, be retained by the Master Agent for such period as the Master Agent determine.
- 12.14 Where a prize winning ticket processed in accordance with these Rules is acknowledged by a central computer system used in the Master Agent's business to contain an entry in any online lottery that has not yet been drawn or conducted, the selling point terminal operator will:
- 12.14.1 for all online lotteries, excluding Keno, issue an exchange ticket to the bearer; and
- 12.14.2 for Keno, cancel the remaining entries in accordance with Rule 6.8.
- Should an exchange ticket be issued, it will contain the same selections and specify the remaining draw numbers in which it will be entered.
- 12.15 Subject to Rule 9.11, a Members Club (also known as Easiplay Club) member who has not claimed a prize within the Autopay period will be paid by the nominated prize payment method. If the nominated method is cheque (and that method is unavailable), the member must nominate an alternative payment method. Payment will be issued in the name and details on the Members Club (also known as Easiplay Club) database at the time of issue, provided that:
- 12.15.1 in the Master Agent's opinion, the name and details are adequate to ensure safe delivery; and
- 12.15.2 the net amount of the payment payable to the player exceeds the handling fee as determined by the Master Agent.
- 12.16 A claim for a prize already paid by the Master Agent will not be considered.
- 12.17 Subject to the provisions of the Act, a claim for a prize received by the Master Agent outside the relevant claim period will not be considered, nor will the Master Agent accept or recognise any reason for late lodgement or receipt of a claim.
- 12.18 (a) Prizes in a lottery, other than a special appeal lottery, not collected or taken delivery of within 12 months of the date of the draw or such other date as SALC determines, will be forfeited in accordance with the Act.
- (b) Prizes in a special appeal lottery not collected or taken delivery of within the period specified by the Minister will be payable to the beneficiary or beneficiaries of the net proceeds of the special appeal lottery, in the proportions specified by the Minister.



*13. Syndicates and Payment of Prizes to Bearer*

- 13.1 Except as otherwise provided by these Rules, the bearer of a ticket that is evidence of a winning entry will be regarded as its owner and will be paid the prize upon the ticket's redemption, notwithstanding:
- 13.1.1 any name on the ticket;
  - 13.1.2 any name on an application form for an Members Club (also known as Easiplay Club) membership card submitted at the time of purchase of the ticket;
  - 13.1.3 any name and address in the database for an Members Club (also known as Easiplay Club) membership card submitted at the time of purchase of the ticket;
  - 13.1.4 that a person has reported the ticket's loss to the Master Agent;
  - 13.1.5 that the Master Agent has had notice that someone other than the ticket's bearer may have a claim in respect of the prize won by the ticket; or
  - 13.1.6 that payment is made to a person not named on an application form for a Members Club (also known as Easiplay Club) membership card submitted at the time of purchase of the ticket.
- Payment of any prize to the bearer of the ticket will be deemed a full and final discharge of the Master Agent's liability in respect of the ticket.
- 13.2 The Master Agent will not be bound:
- 13.2.1 by any agreement made between any syndicate or group participants other than an agreement between the Master Agent and a player in a central syndicate; or
  - 13.2.2 to take notice or to see to the execution of any trust whether express, implied or constructive to which a ticket may be subject.

*14. Cancellation of Lottery or Ticket*

- 14.1 The Master Agent may in respect of any lottery conducted by SALC through its Master Agent:
- 14.1.1 cancel the lottery;
  - 14.1.2 cancel any ticket without cancelling the lottery to which it relates; or
  - 14.1.3 recall any Instant Scratch-Its ticket(s) and cancel the remainder of the series of which they are part,
- if it considers that doing so is necessary for the fair conduct of the lottery or for such other reason as the Master Agent in its absolute discretion determines. Such cancellation may be effected either before or after the draw or payment of prizes in any lottery.
- 14.2 If the Master Agent cancels a lottery it may:
- 14.2.1 pay anyone who has purchased a ticket in the lottery the price of the ticket;
  - 14.2.2 conduct another lottery ("the second lottery") and issue to anyone who purchased a ticket in the cancelled lottery a ticket in the second lottery. The price of a ticket and the value and number of prizes in the second lottery will not differ from the price of a ticket and the value and number of prizes in the cancelled lottery; or
  - 14.2.3 deal with the tickets in the cancelled lottery in such manner as the Master Agent considers fair and reasonable in all the circumstances.
- 14.3 If the Master Agent cancels a ticket in a lottery it may:
- 14.3.1 repay the price of the ticket; or
  - 14.3.2 issue another ticket with a different serial number in the same lottery,
- and in either case the cancelled ticket will not be included with other tickets in determining the prizes of the lottery to be won.

## SCHEDULE

*Date of operation of these Rules:*

10 April 2025

# STATE GOVERNMENT INSTRUMENTS

## BUILDING WORK CONTRACTORS ACT 1995

### Exemption

Take notice that, pursuant to Section 45 of the *Building Work Contractors Act 1995*, I, Emily Sims as a delegate for the Minister for Consumer and Business Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

GOOLWA JETTY BUILDERS PTY LTD (BLD 262904)

#### SCHEDULE 2

Construction of a jetty at Allotment 8 Deposited Plan 6873 being a portion of the land described in Certificate of Title Volume 5389 Folio 669, more commonly known as 95 Captain Sturt Parade, Hindmarsh Island SA 5214.

#### SCHEDULE 3

1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
2. This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
3. That the owners do not transfer their interest in the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of Consumer and Business Services (CBS). Before giving such authorisation, CBS may require the owner to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:
  - Providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period from the date of completion of the building work the subject of this exemption;
  - Providing evidence of an independent expert inspection of the building work the subject of this exemption;
  - Making an independent expert report available to prospective purchasers of the property;
  - Giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated: 4 April 2025

EMILY SIMS

Delegate for the Minister for Consumer and Business Affairs

## ENERGY RESOURCES ACT 2000

### Issue of Regulated Substance Exploration Licence—RSEL 802

Notice is hereby given that the undermentioned Regulated Substance Exploration Licence has been issued with effect from 19 March 2025, under the provisions of the *Energy Resources Act 2000*, pursuant to delegated powers dated 19 August 2024.

Licence Number	Licensees	Locality	Area in km <sup>2</sup>	Reference
RSEL 802	Go Exploration Pty Ltd	Mid-North South Australia	6330	MER-2017/0491

#### Description of Area

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

Commencing at a point being the intersection of latitude 32°20'00"S GDA94 and longitude 138°41'47"E GDA94, thence east to longitude 138°49'00"E GDA94, south to latitude 32°28'00"S GDA94, east to longitude 138°50'44"E GDA94, south to latitude 32°31'33"S GDA94, west to longitude 138°47'58"E GDA94, south to latitude 32°35'52"S GDA94, west to longitude 138°44'50"E GDA94, south to latitude 32°41'40"S GDA94, east to longitude 138°47'19"E GDA94, south to latitude 32°56'17"S GDA94, west to longitude 138°44'23"E GDA94, south to latitude 33°01'35"S GDA94, west to longitude 138°40'25"E GDA94, south to latitude 33°06'27"S GDA94, west to longitude 138°36'09"E GDA94, south to latitude 33°11'51"S GDA94, west to longitude 138°23'55"E GDA94, south to latitude 33°34'13"S GDA94, east to longitude 138°25'21"E GDA94, south to latitude 33°39'16"S GDA94, east to longitude 138°27'50"E GDA94, south to latitude 33°51'21"S GDA94, east to longitude 138°30'00"E GDA94, south to latitude 34°15'00"S GDA94, east to longitude 138°37'30"E GDA94, south to latitude 34°22'30"S GDA94, east to longitude 138°40'00"E GDA94, south to latitude 34°45'00"S GDA94, west to longitude 138°33'30"E GDA94, north to latitude 34°44'00"S GDA94, west to longitude 138°33'00"E GDA94, north to latitude 34°43'30"S GDA94, west to longitude 138°32'00"E GDA94, north to latitude 34°43'00"S GDA94, west to longitude 138°31'00"E GDA94, north to latitude 34°42'00"S GDA94, west to longitude 138°30'00"E GDA94, north to latitude 34°41'00"S GDA94, west to longitude 138°29'00"E GDA94, north to latitude 34°39'30"S GDA94, west to longitude 138°28'00"E GDA94, north to latitude 34°39'00"S GDA94, west to longitude 138°27'30"E GDA94, north to latitude 34°38'30"S GDA94, west to the eastern boundary of the Upper Gulf St Vincent Marine Park, then beginning north-westerly along the said boundary to longitude 138°05'09"E GDA94, north to latitude 33°59'42"S GDA94, east to longitude 138°07'30"E GDA94, north to latitude 33°52'30"S GDA94, east to longitude 138°11'01"E GDA94, north to latitude 33°31'41"S GDA94, west to longitude 138°07'30"E GDA94, north to latitude 33°22'30"S GDA94, east to longitude 138°15'00"E GDA94, north to latitude 33°20'15"S GDA94, east to longitude 138°18'03"E GDA94, north to latitude 33°03'41"S GDA94, east to longitude 138°21'13"E GDA94, north to latitude 33°01'27"S GDA94, east to longitude 138°29'28"E GDA94, south to latitude 33°04'15"S GDA94, east to longitude 138°34'53"E GDA94, north to latitude 33°00'15"S GDA94, east to longitude 138°37'21"E GDA94, north to latitude 32°43'42"S GDA94, west to longitude 138°35'25"E GDA94, north to latitude 32°31'21"S GDA94, east to longitude 138°37'49"E GDA94, north to latitude 32°24'02"S GDA94, east to longitude 138°41'47"E GDA94, and north to the point of commencement but excluding Clinton Conservation Park, Port Wakefield Army Land, Edinburgh RAAF Base, St. Kilda Commonwealth Land, Smithfield Army Munitions Store and Upper Gulf St Vincent Marine Park.

AREA: 6330 square kilometres approximately.

Dated: 26 March 2025

BENJAMIN ZAMMIT

Executive Director

Regulation and Compliance Division

Department for Energy and Mining

Delegate of the Minister for Energy and Mining

## ENERGY RESOURCES ACT 2000

*Partial Surrender of Petroleum Retention Licences—PRLs 231, 232 and 233*

Notice is hereby given that I have accepted the partial surrender of the abovementioned retention licences under the provisions of the *Energy Resources Act 2000*, pursuant to delegated powers dated 19 August 2024.

No. of Licence	Licensee	Locality	Effective Date of Surrender	Reference
PRL 231 PRL 232 PRL 233	Bass Oil Cooper Basin Pty Ltd	Cooper/Eromanga Basin	17 January 2025	MER-2017/0621

*Description of Licence Areas Remaining***PRL 231**

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

Commencing at a point being the intersection of latitude 28°14'55" S AGD1966 and longitude 139°43'40" E GDA2020, thence east to longitude 139°49'15" E GDA2020, south to latitude 28°16'50" S GDA2020, west to longitude 139°48'35" E GDA2020, south to latitude 28°17'25" S GDA2020, west to longitude 139°48'00" E GDA2020, south to latitude 28°18'30" S GDA2020, west to longitude 139°47'20" E GDA2020, south to latitude 28°19'05" S GDA94, west to longitude 139°45'50" E GDA94, north to latitude 28°15'30" S GDA94, west to longitude 139°43'40" E GDA2020, and north to the point of commencement.

AREA: **38.28** square kilometres approximately.

**PRL 232**

Commencing at a point being the intersection of latitude 28°18'40" S GDA94, and longitude 139°41'25" E GDA94, thence east to longitude 139°43'50" E GDA94, south to latitude 28°19'05" S GDA94, east to longitude 139°46'45" E GDA2020, south to latitude 28°20'40" S GDA2020, west to longitude 139°45'30" E GDA2020, south to latitude 28°21'30" S GDA94, west to longitude 139°42'10" E GDA94, north to latitude 28°20'40" S GDA94, west to longitude 139°41'25" E and north to point of commencement.

AREA: **36.92** square kilometres approximately.

**PRL 233**

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

*Area 1*

Commencing at a point being the intersection of latitude 28°23'50" S GDA94 and longitude 139°32'10" E GDA94, thence east to longitude 139°33'40" E GDA94, south to latitude 28°24'30" S GDA94, east to longitude 139°34'55" E GDA94, south to latitude 28°26'10" S GDA94, west to longitude 139°32'10" E GDA94 and north to the point of commencement.

*Area 2*

Commencing at a point being the intersection of latitude 28°23'15" S GDA94 and longitude 139°40'30" E GDA94, thence east to longitude 139°42'25" E GDA2020, south to latitude 28°24'25" S GDA2020, west to longitude 139°41'45" E GDA2020, south to latitude 28°25'20" S GDA2020, west to longitude 139°40'30" E GDA94 and north to the point of commencement.

*Area 3*

Commencing at a point being the intersection of latitude 28°23'15" S GDA94 and longitude 139°46'40" E GDA2020, thence east to longitude 139°50'00" E AGD66, south to latitude 28°24'00" S GDA94, west to longitude 139°49'50" E GDA94, south to latitude 28°24'05" S GDA94, west to longitude 139°49'45" E GDA94, south to latitude 28°24'50" S GDA94, east to longitude 139°50'00" E AGD66, south to latitude 28°26'05" S GDA94, west to longitude 139°46'40" E GDA2020, and north to the point of commencement,

but excluding the area bounded as follows:

Commencing at a point being the intersection of latitude 28°24'05" S GDA94 and longitude 139°48'15" E GDA94, thence east to longitude 139°48'55" E GDA94, south to latitude 28°24'10" S GDA94, east to longitude 139°49'05" E GDA94, south to latitude 28°24'30" S GDA94, east to longitude 139°49'30" E GDA94, south to latitude 28°24'35" S GDA94, east to longitude 139°49'40" E GDA94, south to latitude 28°24'55" S GDA94, west to longitude 139°49'35" E GDA94, south to latitude 28°25'00" S GDA94, west to longitude 139°49'30" E GDA94, south to latitude 28°25'10" S GDA94, west to longitude 139°49'25" E GDA94, south to latitude 28°25'15" S GDA94, west to longitude 139°49'20" E GDA94, south to latitude 28°25'20" S GDA94, west to longitude 139°49'10" E GDA94, south to latitude 28°25'25" S GDA94, west to longitude 139°49'00" E GDA94, south to latitude 28°25'30" S GDA94, west to longitude 139°48'50" E GDA94, south to latitude 28°25'35" S GDA94, west to longitude 139°48'25" E GDA94, south to latitude 28°25'40" S GDA94, west to longitude 139°47'55" E GDA94, north to latitude 28°25'35" S GDA94, west to longitude 139°47'50" E GDA94, north to latitude 28°25'25" S GDA94, east to longitude 139°47'55" E GDA94, north to latitude 28°25'15" S GDA94, west to longitude 139°47'45" E GDA94, north to latitude 28°24'45" S GDA94, east to longitude 139°47'50" E GDA94, north to latitude 28°24'40" S GDA94, east to longitude 139°47'55" E GDA94, north to latitude 28°24'35" S GDA94, east to longitude 139°48'00" E GDA94, north to latitude 28°24'30" S GDA94, east to longitude 139°48'05" E GDA94, north to latitude 28°24'25" S GDA94, east to longitude 139°48'10" E GDA94, north to latitude 28°24'20" S GDA94, east to longitude 139°48'15" E GDA94 and north to the point of commencement.

AREA: **48.96** square kilometres approximately.

Date: 4 April 2025

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

## ENERGY RESOURCES ACT 2000

*Surrender of Petroleum Retention Licence—PRL 237*

Notice is hereby given that I have accepted the surrender of the abovementioned licence under the provisions of the *Energy Resources Act 2000*, pursuant to delegated powers dated 19 August 2024.

No. of Licence	Licensee	Locality	Effective Date of Surrender	Reference
PRL 237	Bass Oil Cooper Basin Pty Ltd Metgasco Ltd	Cooper Basin	17 January 2025	MER-2017/0621

Dated: 4 April 2025

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

## FIREARMS REGULATIONS 2017

*Recognised Firearms Club*

I declare Sporting Shooters Association of Australia Hunting and Conservation Branch (South Australia) to now be known as Sporting Shooters Association of Australia—Conservation and Wildlife Management (SA) Inc and to be a recognised Firearms Club, pursuant to Regulation 69(1) of the *Firearms Regulations 2017*.

## FIRST SCHEDULE

*Gazette Reference:*

Sporting Shooters Association of Australia Hunting and Conservation Branch (South Australia), dated 21 October 1993, page 2244

## SECOND SCHEDULE

Sporting Shooters Association of Australia—Conservation and Wildlife Management (SA) Inc

Dated: 26 March 2025

SENIOR SERGEANT DANIEL CAHILL  
Delegate of the Registrar of Firearms

## FISHERIES MANAGEMENT (PRAWN FISHERIES) REGULATIONS 2017

*March 2025 Fishing for the West Coast Prawn Fishery*

Take notice that pursuant to Regulation 10 of the *Fisheries Management (Prawn Fisheries) Regulations 2017*, the notice dated 19 September 2024 on page 4093 of the *South Australian Government Gazette* of 1 November 2024, prohibiting fishing activities in the West Coast Prawn Fishery is hereby varied such that it will not be unlawful for a person fishing pursuant to a West Coast Prawn Fishery licence to use prawn trawl nets in the areas specified in Schedule 1, during the period specified in Schedule 2, and under the conditions specified in Schedule 3.

## SCHEDULE 1

The waters of the West Coast Prawn Fishery excluding Ceduna as defined in the West Coast Prawn Fishery Harvest Strategy.

## SCHEDULE 2

Commencing at sunset on 29 March 2025 and ending at sunrise on 8 April 2025.

## SCHEDULE 3

1. Each license holder of a fishing licence undertaking fishing activities pursuant to this notice must ensure that a representative sample of catch (a 'bucket count') is taken at least 3 times per night during the fishing activity.
2. Each 'bucket count' sample must be accurately weighed to 7kg where possible and the total number of prawns contained in the bucket must be recorded on the daily catch and effort return.
3. Fishing must cease if a total of 14 nights of fishing are completed.
4. Fishing must cease in a fishing area if one of the following limits is reached:
  - (a) The average catch per vessel, per night (for all 3 vessels) drops below 300kg for two consecutive nights in a fishing area.
  - (b) The average 'bucket count' for all vessels exceeds 240 prawns per 7kg bucket for two consecutive nights in the Coffin Bay area.
  - (c) The average 'bucket count' for all vessels exceeds 250 prawns per 7kg bucket for two consecutive nights in the Venus Bay area.
  - (d) The average 'bucket count' for all vessels exceeds 250 prawns per 7kg bucket for two consecutive nights in the Corvisart Bay area.
  - (e) The average catch for all three vessels exceeds the 6 tonne catch cap in the Corvisart Bay area.
  - (f) The average 'bucket count' for all vessels exceeds 260 prawns per 7kg bucket for two consecutive nights in waters outside the four main fishing areas defined in the Harvest Strategy (Ceduna, Corvisart Bay, Venus Bay and Coffins Bay), where those waters are part of the defined waters of the West Coast Prawn Fishery.
5. Each licence holder, or registered master of a fishing license undertaking fishing activities must provide a daily report by telephone or SMS message, via a nominated representative, to the Department of Primary Industries and Regions, Prawn Fishery Manager, providing the following information for all vessels operating in the fishery from the previous nights fishing:
  - (a) average prawn catch; and
  - (b) the average prawn 'bucket count'

6. No fishing activity may be undertaken after the expiration of 30 minutes from the prescribed time of sunrise and no fishing activity may be undertaken before the prescribed time of sunset for Adelaide (as published in the *South Australian Government Gazette* pursuant to the requirements of the *Proof of Sunrise and Sunset Act 1923*) during the period specified in Schedule 2.

Dated: 29 March 2025

JADE FREDERICKS  
Prawn Fishery Manager  
Delegate of the Minister for Primary Industries and Regional Development

#### HOUSING IMPROVEMENT ACT 2016

##### *Rent Control*

In the exercise of the powers conferred by the *Housing Improvement Act 2016*, the Delegate of the Minister for Housing and Urban Development hereby fixes the maximum rental amount per week that shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each premises described in the following table. The amount shown in the said table shall come into force on the date of this publication in the Gazette.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio	Maximum Rental per week payable
59 English Avenue, Clovelly Park SA 5042	Allotment 69 Deposited Plan 3654 Hundred of Adelaide	CT6145/917	\$0.00
97 Heytesbury Road, Davoren Park SA 5113	Allotment 515 Deposited Plan 7400 Hundred of Munno Para	CT5608/533	\$332.00

Dated: 10 April 2025

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

#### HOUSING IMPROVEMENT ACT 2016

##### *Rent Control Revocations*

In the exercise of the powers conferred by the *Housing Improvement Act 2016*, the Delegate of the Minister for Housing and Urban Development hereby revokes the maximum rental amount per week that shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each premises described in the following table.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
52 Mulgundawah Road, Murray Bridge SA 5253	Allotment 3 Deposited Plan 4612 Hundred of Mobilong	CT5333/890

Dated: 10 April 2025

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

#### 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, Brett Humphrey, 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. It being a condition of appointment that the Justices of the Peace must take the oaths required of a justice under the *Oaths Act 1936* and return the oaths of office form to Justice of the Peace Services within three months after the date of appointment.

For a period of ten years for a term commencing on 21 April 2025 and expiring on 20 April 2035:

Mary-Anne YOUNG  
Marguerite Clare WILLS  
Nicola Jane TOONE  
Abu Naim TAUSIF  
Lewis Gavin SKITTRALL  
Baljit SINGH  
Glen Anthony SICKERDICK  
Tiffany Lorraine SHORT  
Megan Lee REES  
Kristina Joanne PREUSKER  
Pamela Ann PINKERTON  
Mathew John PETERSON  
Go Suan PAU  
Jan Marie PARKINSON

Ardean Keith OLDLAND  
Karen Patricia O'DELL  
Linda Maree MCGRATH  
Brooke MARKADONATOS  
Vicki-Lee Elizabeth LEE  
Lisanne JARVIS  
No Given Name INDERPREET KAUR  
Bhavya GUPTA  
Shilpy GROVER  
Cathryn Anne GREENSLADE  
Damon Leslie DRUMMOND  
Ka Man CHU  
Keith Douglas Peter BUTLER  
Luke Charles BARCLAY

Dated: 8 April 2025

BRETT HUMPHREY  
Commissioner for Consumer Affairs  
Delegate of the Attorney-General

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LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition*

**1. Notice of acquisition**

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

Comprising an estate in fee simple in that piece of land being the whole of Allotment 111 in Deposited Plan No. 118046 comprised in Certificate of Title Volume 6207 Folio 725, subject to the easement(s) over the land marked B on D118046 to the Minister for Infrastructure (V 44075577), and subject to the easement(s) over the land marked C on D118046 to Distribution Lessor Corporation (Subject to lease 8890000) (TG 11968279).

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

**2. Compensation**

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

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

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

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

**3. Inquiries**

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

Dated: 7 April 2025

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

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

File Reference: 2022/07023/01

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NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS) REGULATIONS 2016

*National Parks and Wildlife Reserves—Fire Restrictions*

Pursuant to Regulation 15 of the *National Parks and Wildlife (National Parks) Regulations 2016*, I, Grant Anthony Pelton, authorised delegate of the Director of National Parks and Wildlife and the Witjira National Park Co-management Board and Lake Gairdner National Park Co-management Board, in my capacity as Acting Executive Director, National Parks and Wildlife Service, impose fire restrictions for National Parks and Wildlife Reserves located in the South Australian Country Fire Service Fire Ban Districts as listed in Schedule 1 below.

The purpose of these fire restrictions is to ensure the safety of visitors using the Reserves, and in the interests of protecting the Reserves and neighbouring properties.

Dated: 3 April 2025

G. A. PELTON  
Acting Executive Director  
National Parks and Wildlife Service

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## SCHEDULE 1

**1. Adelaide Metropolitan**

All Reserves:

All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

Exception:

Cobbler Creek Recreation Park and Glenthorne National Park-Ityamaiitpinna Yarta: All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted in designated areas only, other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Adelaide and Mount Lofty Ranges regional office (08) 8336 0901 or CFS Information Hotline 1800 362 361.

**2. Mount Lofty Ranges**

Belair National Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted in designated areas only, other than on days of total fire ban.

Exception:

Designated fixed gas barbecues may be used on days of total fire ban other than when the Director has formally closed the Reserve in accordance with Regulation 7(3)(b) of the *National Parks and Wildlife (National Parks) Regulations 2016*.

Anstey Hill Recreation Park, Ballaparudda Creek Recreation Park, Black Hill Conservation Park, Brownhill Creek Recreation Park, Cleland National Park, Kaiserstuhl Conservation Park, Morialta Conservation Park, Mount George Conservation Park, Newland Head Conservation Park, Sandy Creek Conservation Park, Shepherds Hill Recreation Park, Sturt Gorge Recreation Park, The Pages Conservation Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted in designated areas only other than on days of total fire ban.

Aldinga Conservation Park, Angove Conservation Park, Blackwood Forest Recreation Park, Bullock Hill Conservation Park, Charleston Conservation Park, Cox Scrub Conservation Park, Cox Scrub Conservation Reserve, Cromer Conservation Park, Cudlee Creek Conservation Park, Eric Bonython Conservation Park, Finnis Conservation Park, Giles Conservation Park, Greenhill Recreation Park, Gum Tree Gully Conservation Park, Hale Conservation Park, Hesperilla Conservation Park, Hindmarsh Valley National Park, Horsnell Gully Conservation Park, Kenneth Stirling Conservation Park, Kyeema Conservation Park, Mark Oliphant Conservation Park, Moana Sands Conservation Park, Montacute Conservation Park, Mount Billy Conservation Park, Mount Magnificent Conservation Park, Mylor Conservation Park, Myponga Conservation Park, Nixon - Skinner Conservation Park, Onkaparinga River Recreation Park, Porter Scrub Conservation Park, Pullen Island Conservation Park, Scott Conservation Park, Scott Creek Conservation Park, Spring Mount Conservation Park, Stipiturus Conservation Park, Talisker Conservation Park, The Knoll Conservation Park, Totness Recreation Park, Waitpinga Conservation Park, Warren Conservation Park, West Island Conservation Park, Wiljani Conservation Park and Yulte Conservation Park:

All wood fires, solid fuel fires, liquid fuel and gas fires are prohibited throughout the year.

Deep Creek National Park:

All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Onkaparinga River National Park and Para Wirra Conservation Park:

All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted in designated areas other than on days of total fire ban.

Coorong National Park:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 30 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exceptions:

Ocean beach foreshore—Wood fires and solid fuel fires are permitted between high water mark and low water mark throughout the year other than on days of total fire ban. 42 Mile Crossing campground - Wood fires and solid fuel fires are permitted only in designated locations except from 1 November 2024 to 30 April 2025 inclusive and on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Adelaide and Mount Lofty Ranges regional office (08) 8336 0901 or CFS Information Hotline 1800 362 361.

**3. Kangaroo Island**

Cape Gantheaume Conservation Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exception:

Sewer Beach carpark, Murray Lagoon, D'Estrees Bay, Tea Trees, and Wheaton Beach Campgrounds—All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Flinders Chase National Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exception:

Rocky River, West Bay, Snake Lagoon, Cupgum, Hakea, Banksia, and Harvey's Return Campgrounds, and May's Homestead, Postman's Cottage, Cape du Couedic Lighthouse Cottages—All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Kelly Hill Conservation Park:**

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:**

Tea Tree Campsite, Grassdale—All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Lashmar Conservation Park:**

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:**

Antechamber Bay and Chapman River Campgrounds—All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

All other Reserves: All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Kangaroo Island regional office (08) 8553 4409 or CFS Information Hotline 1800 362 361.

**4. Mid North****Clements Gap Conservation Park, Mimbara Conservation Park and Mokota Conservation Park:**

All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

**Adelaide International Bird Sanctuary National Park—Winaitiyaty Pangkara:**

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:**

Ocean beach foreshores—Wood fires and solid fuel fires are permitted between high water mark and low water mark, throughout the year other than on days of total fire ban.

All other Reserves: All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Yorke and Mid North regional office (08) 8841 3400 or CFS Information Hotline 1800 362 361.

**5. Yorke Peninsula****Dhilba Guuranda-Innes National Park:**

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 30 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

All other Reserves: All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Yorke and Mid North regional office (08) 8841 3400 or CFS Information Hotline 1800 362 361.

**6. Murraylands****Bakara Conservation Park, Bandon Conservation Park, Billiatt Conservation Park, Carcuma Conservation Park, Etrick Conservation Park, Karte Conservation Park, Lawari Conservation Park, Lowan Conservation Park, Mantung Conservation Park, Marne Valley Conservation Park, Ngarkat Conservation Park, Peebinga Conservation Park, Ridley Conservation Park, Roonka Conservation Park, Swan Reach Conservation Park, Tolderol Game Reserve:**

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:**

Roonka Conservation Park—Fires for cultural purposes are permitted throughout the year other than on days of total fire ban.

**Brookfield Conservation Park:**

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted for cooking purposes only, other than on days of total fire ban.

**Exception:**

Scientific Camp—All wood fires and solid fuel fires are prohibited 1 November 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Kinchina Conservation Park, Monarto Woodlands Conservaiton Park:**

Fires may be permitted for an event through a permit or other agreement.

**Ngaut Ngaut Conservation Park:**

Please refer to separate notice published by the Ngaut Ngaut Conservation Park Co-management Board.

**All other Reserves:**

All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Riverland and Murraylands regional office (08) 8595 2111 or CFS Information Hotline 1800 362 361.



**7. Riverland**

Cooltong Conservation Park, Hogwash Bend Conservation Park, Kapunda Island Conservation Park, Media Island Conservation Park, Murray River National Park, Rilli Island Conservation Park, White Dam Conservation Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

All other Reserves:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact either the Riverland and Murraylands regional office (08) 8595 2111 or CFS Information Hotline 1800 362 361.

**8. Upper South East**

Aberdour Conservation Park, Bunbury Conservation Reserve, Hardings Springs Conservation Reserve, Mount Boothby Conservation Park, Mount Monster Conservation Park, and Poocher Swamp Game Reserve:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Coorong National Park:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 30 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exceptions:

Ocean beach foreshore—Wood fires and solid fuel fires are permitted between high water mark and low water mark throughout the year other than on days of total fire ban. 42 Mile Crossing campground—Wood fires and solid fuel fires are permitted only in designated locations except from 1 November 2024 to 30 April 2025 inclusive and on days of total fire ban.

All other Reserves:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 15 April 2024. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Limestone Coast regional office (08) 8735 1177 or CFS Information Hotline 1800 362 361.

**9. Lower South East**

Baudin Rocks Conservation Park, Belt Hill Conservation Park, Bernouilli Conservation Reserve, Bool Lagoon Game Reserve, Bucks Lake Conservation Park, Butcher Gap Conservation Park, Carpenter Rocks Conservation Park, Desert Camp Conservation Reserve, Ewens Ponds Conservation Park, Furner Conservation Park, Hacks Lagoon Conservation Park, Lake Frome Conservation Park, Lake Robe Game Reserve, Lower Glenelg River Conservation Park, and Paranki Lagoon Conservation Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Coorong National Park:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 30 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exceptions:

Wood fires and solid fuel fires are permitted between high water mark and low water mark throughout the year on the Ocean Beach foreshore other than on days of total fire ban. Wood fires and solid fuel fires are permitted only in designated locations within campgrounds except from 1 November 2024 to 30 April 2025 inclusive and on days of total fire ban.

Little Dip Conservation Park:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 30 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exception: Old Man Lake Campground—All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Piccaninnie Ponds Conservation Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exception: Wood fires and solid fuel fires are permitted between high water mark and low water mark throughout the year other than on days of total fire ban.

All other Reserves:

All wood fires and solid fuel fires are prohibited from 1 November 2024 to 30 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Limestone Coast regional office (08) 8735 1177 or CFS Information Hotline 1800 362 361.

**10. Flinders**

Ikara-Flinders Ranges National Park:

All wood fires and solid fuel fires are prohibited from 15 October 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Exception:

Within Wilpena Pound (does not apply to Wilpena Pound Resort): All wood fires, solid fuel fires, liquid fuel and gas fires are prohibited throughout the year other than that at Wilcolo Camp where gas fires are permitted other than days of total fire ban.

Ippinitchie Campgrounds:

All wood fires and solid fuel fires are prohibited from 15 October 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Mount Remarkable National Park:**

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:**

Mambray Creek Campground and Baroota Campground: All wood fires and solid fuel fires are prohibited from 15 October 2024 to 15 April 2025, fires are permitted outside of these dates in designated areas only. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**All other Reserves:**

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Flinders and Outback regional office (08) 8648 5300, Yorke and Mid North regional office (08) 8841 3400, or Wilpena Visitor Centre (08) 8648 0048 or CFS Information Hotline 1800 362 361.

**11. North East Pastoral**

Danggali Conservation Park, Innamincka Regional Reserve, Lake Frome National Park, Lake Torrens National Park, Munga-Thirri—Simpson Desert National Park, Nilpena Ediacara National Park, Vulkathunha-Gammon Ranges National Park: All wood fires and solid fuel fires are prohibited from 15 October 2024 to 31 March 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:** Danggali Conservation Park: Canopus Shearer's Quarters—Wood fires and solid fuel fires are permitted throughout the year other than on days of total fire ban.

Bimbowrie Conservation Park, Kati Thanda-Lake Eyre National Park, Malkumba-Coongie Lakes National Park, Pualco Range Conservation Park, Wabma Kadarbu Mound Springs Conservation Park: All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:** Bimbowrie Conservation Park: Antro Shearer's Quarters—Wood fires and solid fuel fires are prohibited from 15 October 2024 to 31 March 2025.

Witjira National Park: All wood fires are prohibited throughout the year. Solid fuel fires are prohibited from 15 October 2024 to 31 March 2025, solid fuel fires are permitted outside of these dates in portable fire pits, braziers with trays, or similar receptacles, other than on days of total fire ban. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**Exception:** Mt Dare Campground—Wood fires and solid fuel fires are prohibited from 15 October 2024 to 31 March 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**All other Reserves:** All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Riverland and Murraylands regional office (08) 8595 2111, Yorke and Mid North regional office (08) 8841 3400, Flinders and Outback regional office (08) 8648 5300 or CFS Information Hotline 1800 362 361.

**12. Eastern Eyre Peninsula**

Caralue Bluff Conservation Park, Carappee Hill Conservation Park, Darke Range Conservation Park, Franklin Harbor Conservation Park, Heggaton Conservation Park, Ironstone Hill Conservation Park, Middlecamp Hills Conservation Park, Munyaroo Conservation Park, Pinkawillinie Reservoir Conservation Reserve, Rudall Conservation Park, Sheoak Hill Conservation Park, The Plug Range Conservation Park, Verran Tanks Conservation Park, Wharminda Conservation Park, Yeldulknie Conservation Park:

All wood fires and solid fuel fires are prohibited from 15 October 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Hincks Conservation Park, Malgra Conservation Park, Poolgarra Conservation Reserve, and Whyalla Conservation Park:

All wood fires and solid fuel fire are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

**All other Reserves:**

All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Eyre and Far West regional office (08) 8688 3111 or CFS Information Hotline 1800 362 361.

**13. North West Pastoral**

Lake Gairdner National Park, Lake Gilles Conservation Park, Lake Torrens National Park and Tallaringa Conservation Park:

All wood fires and solid fuel fires are prohibited from 15 October 2024 to 31 March 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Kanku-Breakaways Conservation Park:

Please refer to separate notice published by the Coober Pedy Council.

Mamungari Conservation Park:

Please refer to separate notice published by the Mamungari Conservation Park Co-management Board.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact either the Eyre and Far West regional office (08) 8688 3111, Flinders and Outback regional office (08) 8648 5300 or CFS Information Hotline 1800 362 361.

**14. Lower Eyre Peninsula**

Coffin Bay National Park, Kellidie Bay Conservation Park, Lincoln National Park, Murrnatta Conservation Park, Sir Joseph Banks Group Conservation Park, Sleaford Mere Conservation Park:

All wood fires and solid fuel fires are prohibited from 15 November 2024 to 15 April 2025. Gas fires are permitted other than on days of total fire ban.

**Exception:**

Coffin Bay National Park, Lincoln Nation Park—Wood fires and solid fuel fires are permitted between high water mark and low water mark throughout the year other than on days of total fire ban. Gas and liquid fuel fires are permitted other than on days of total fire ban.

Kathai Conservation Park, Lincoln Conservation Park, Moody Tank Conservation Park, Shannon Conservation Park, Tucknott Scrub Conservation Park, Wanilla Conservation Park, Wanilla Land Settlement Conservation Park:

All wood fires and solid fuel fires are prohibited throughout the year. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

All other Reserves:

All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Eyre and Far West regional office (08) 8688 3111 or CFS Information Hotline 1800 362 361.

#### 15. West Coast

Acraman Creek Conservation Park, Barwell Conservation Park, Bascombe Well Conservation Park, Boondina Conservation Park, Calpatanna Waterhole Conservation Park, Cape Blanche Conservation Park, Caratoola Recreation Park, Chadinga Conservation Park, Cocata Conservation Park, Corrobinnie Hill Conservation Park, Fowlers Bay Conservation Park, Gawler Ranges Conservation Park, Gawler Ranges National Park, Kulliparu Conservation Park, Lake Newland Conservation Park, Laura Bay Conservation Park, Nullarbor Regional Reserve, Nullarbor National Park, Peachna Conservation Park, Pinkawillinie Conservation Park, Point Bell Conservation Park, Point Labatt Conservation Park, Pureba Conservation Park, Sceale Bay Conservation Park, Searcy Bay Conservation Park, Venus Bay Conservation Park, Wahgunyah Conservation Park, Wittelbee Conservation Park, Yellabinna Regional Reserve:

All wood fires and solid fuel fires are prohibited from 15 October 2024 to 15 April 2025. Gas fires and liquid fuel fires are permitted other than on days of total fire ban.

Yumbarra Conservation Park:

Please refer to separate notice published by the Yumbarra Conservation Park Co-management Board.

All other Reserves:

All wood fires, solid fuel fires, gas fires and liquid fuel fires are prohibited throughout the year.

For further information, please refer to the DEW website [www.environment.sa.gov.au](http://www.environment.sa.gov.au) or contact the Eyre and Far West regional office (08) 8688 3111 or CFS Information Hotline 1800 362 361.

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### NATIONAL PARKS AND WILDLIFE ACT 1972

#### *Northern Lofty Woodland Parks Management Plan 2025*

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 2 April 2025, I adopted a plan of management for the Charleston Conservation Park, Cromer Conservation Park, Cudlee Creek Conservation Park, Hale Conservation Park, Sandy Creek Conservation Park, Warren Conservation Park and Wiljani 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
- Black Hill National Parks and Wildlife Service Office, 115 Maryvale Road, Athelstone SA 5076

Dated: 2 April 2025

HON SUSAN CLOSE MP  
Minister for Climate, Environment and Water

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### PASTORAL LAND MANAGEMENT AND CONSERVATION ACT 1989

#### PUBLIC ACCESS ROUTE CLOSURE 2025

##### *Notice of Intent to Temporarily Close Public Access Route Number 15, Named K1 Warburton Crossing*

Notice is hereby given of the intent to temporarily close the K1 Warburton Crossing Public Access Route from the Birdsville Track to the Simpson Desert Regional Reserve, from 9 April 2025 until further notice, pursuant to Section 45(7) of the *Pastoral Land Management and Conservation Act 1989*. Notification of the re-opening of the Public Access Route will be provided on the Department for Infrastructure and Transport's Outback Road Warnings website at [https://www.dit.sa.gov.au/OutbackRoads/outback\\_road\\_warnings/special\\_notices](https://www.dit.sa.gov.au/OutbackRoads/outback_road_warnings/special_notices).

##### *Notice of Intent to Temporarily Close Public Access Route Number 16, Named Walkers Crossing*

Notice is hereby given of the intent to temporarily close the Walkers Crossing Public Access Route from the Birdsville Track to the Innamincka Regional Reserve, from 9 April 2025 until further notice, pursuant to Section 45(7) of the *Pastoral Land Management and Conservation Act 1989*. Notification of the re-opening of the Public Access Route will be provided on the Department for Infrastructure and Transport's Outback Road Warnings website at [https://www.dit.sa.gov.au/OutbackRoads/outback\\_road\\_warnings/special\\_notices](https://www.dit.sa.gov.au/OutbackRoads/outback_road_warnings/special_notices).

Dated: 9 April 2025

MARK MAY  
Pastoral Board Delegate  
Program Leader, Pastoral Operations  
Department for Environment and Water

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## PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

## SECTION 42

*Practice Directions**Preamble*

The State Planning Commission may issue a practice direction for the purposes of this Act.

A practice direction may specify procedural requirements or steps in connection with any matter arising under this Act.

A practice direction must be notified in the Gazette and published on the SA planning portal.

A practice direction may be varied or revoked by the State Planning Commission from time to time by a further instrument notified in the Gazette and published on the SA Planning Portal.

## NOTICE

Pursuant to Section 42(4)(b) of the *Planning, Development and Infrastructure Act 2016*, I, Craig Holden, Chair, State Planning Commission:

- (a) vary *State Planning Commission Practice Direction 8—Council Swimming Pool Inspections 2019*; and
- (b) fix 1 July 2025 as the day on which the varied *State Planning Commission Practice Direction 8—Council Swimming Pool Safety Inspections 2019* will come into operation; and
- (c) vary *State Planning Commission Practice Direction 9—Council Inspections 2020*; and
- (d) fix 1 July 2025 as the day on which the varied *State Planning Commission Practice Direction 9—Council Inspections 2020* will come into operation;

Dated: 10 April 2025

CRAIG HOLDEN  
Chair  
State Planning Commission

## PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

## SECTION 76

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

It is necessary to amend the Planning and Design Code (the Code) in operation at 27 March 2025 (Version 2025.6) in order to make changes of form relating to the Code's spatial layers and their relationship with land parcels. Note: There are no changes to the application of zone, subzone or overlay boundaries and their relationship with affected parcels or the intent of policy application as a result of this amendment.

1. Pursuant to Section 76 of the *Planning, Development and Infrastructure Act 2016* (the Act), I hereby amend the Code in order to make changes of form (without altering the effect of underlying policy), correct errors and make operational amendments as follows:
  - (a) Undertake minor alterations to the geometry of the spatial layers and data in the Code to maintain the current relationship between the parcel boundaries and Code data as a result of the following:
    - (i) New plans of division deposited in the Land Titles Office between 19 March 2025 and 1 April 2025 affecting the following spatial and data layers in the Code:
      - A. Zones and subzones
      - B. Technical and Numeric Variations
        - Building Heights (Levels)
        - Building Heights (Metres)
        - Finished Ground and Floor Levels
        - Minimum Dwelling Allotment Size
        - Minimum Frontage
        - Minimum Site Area
        - Minimum Primary Street Setback
        - Minimum Side Boundary Setback
        - Future Local Road Widening Setback
        - Site Coverage
      - C. Overlays
        - Affordable Housing
        - Character Area
        - Dwelling Excision
        - Future Local Road Widening
        - Future Road Widening
        - Heritage Adjacency
        - Local Heritage Place
        - Noise and Air Emissions
        - State Heritage Place
        - Stormwater Management
        - Urban Tree Canopy

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

Dated: 7 April 2025

GREG VAN GAANS  
Director, Geospatial, Data Science and Analytics,  
Department for Housing and Urban Development  
Delegate of the Minister for Planning

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 108(6)

*Kangaroo Island Golf Course Resort*

NOTICE

Pursuant to Section 108(6) of the *Planning, Development and Infrastructure Act 2016* and Regulation 11A(1)(b) of the *Planning, Development and Infrastructure (Transitional Provisions) Regulations 2017*, and being of the opinion that a varied declaration is appropriate for the proper assessment of the development, I, Hon Nick Champion MP, Minister for Planning, amend the Notice under the *Planning, Development and Infrastructure Act 2016* published at page 100 of the *Government Gazette* on 30 January 2025 in the following manner:

SCHEDULE 1

*Specified Kinds of Development*

Development for the purposes of establishing a golf course, associated staff and tourism accommodation, residential development, supporting infrastructure and ancillary buildings, including but not limited to the following:

- (i) golf course and associated practice facilities, clubhouse and dining facilities;
- (ii) tourism accommodation to be established on CT6259/888 (allotment 22 in Filed Plan D48559)
- (iii) tourism accommodation, staff accommodation facilities and workers accommodation to be established on CT6308/863 (Piece 403 in Deposited Plan 133225) and CT6308/863 (Piece 402 in Deposited Plan D133225);
- (iv) maintenance compound and associated facilities;
- (v) a helipad facility;
- (vi) residential development of 40 Allotments (Torrens and/or Community Titled allotments) and associated dwellings to be established on CT6308/863 (Piece 402 in Deposited Plan D133225);
- (vii) water storage facilities;
- (viii) stormwater and sewage infrastructure for the capture, treatment and re-use of recycled water; and
- (ix) associated infrastructure in respect of water supply, electricity, telecommunications, stormwater, effluent disposal, roads, parking and walking trails.

SCHEDULE 2

*Specified Part of the State*

The following part of the State is specified for the purposes of Schedule 1 (unless otherwise indicated above):

- (a) The whole of the land comprised in CT6171/735 (allotment 8 in Filed Plan D70357); CT6171/734 (allotment 7 in Filed Plan D70357); CT6308/864 (Piece 405 in Deposited Plan D133225); CT6308/864 (Piece 404 in Deposited Plan D133225); CT6259/888 (allotment 22 in Filed Plan D48559); CR5766/862 (allotment 507 in Filed Plan H110200); CL6171/738 (allotment 2 in Filed Plan D76540); CT6308/861 (piece 400 in Deposited Plan D133225); CT6259/888 (allotment 22 in Deposited Plan D48559); CT6308/862 (allotment 401 in Deposited Plan D133225); CR6012/28 (allotment 1 in Filed Plan D76540); CT6308/863 (Piece 403 in Deposited Plan 133225); and CT6308/863 (Piece 402 in Deposited Plan D133225).
- (b) Portion of the land comprised in CR5766/859 (Section 463 in Filed Plan H110200)
- (c) land in the vicinity of the land described in paragraphs (a) and (b) if it is proposed to be used in respect of any part of the declared development.



Dated: 7 April 2025

HON NICK CHAMPION MP  
Minister for Planning

SOUTH AUSTRALIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

SACAT REFERENCE NUMBER: 2025/SA000511

*Notice of Exemption before Senior Member Lazarevich*

I hereby certify that on the 21 March 2025, the South Australian Civil and Administrative Tribunal, on application of the ABORIGINAL LEGAL RIGHTS MOVEMENT, made the following orders for an exemption:

1. Pursuant to Section 92 of the *Equal Opportunity Act 1994* of South Australia ('the EO Act') the Tribunal grants an exemption to the Aboriginal Legal Rights Movement from the provisions contained in Section 52 of the EO Act in respect the offer employment in respect of the following positions to suitably qualified Aboriginal or Torres Strait Islander persons:
  - 1.1 Chief Executive Officer;
  - 1.2 Deputy Chief Executive Officer;
  - 1.3 Director of Aboriginal Services;
  - 1.4 Coordinator of the Prisoner Care Program;
  - 1.5 Aboriginal Justice Officer;
  - 1.6 Aboriginal Field Officers;
  - 1.7 Case Workers for the Prisoner Care Program;
  - 1.8 Aboriginal Family Support Practitioners;
  - 1.9 Reception staff;
  - 1.10 Custody Notification Service Contact Officers;
  - 1.11 Custody Notification Service Lawyers;
  - 1.12 Aboriginal Visitor Scheme Workers; and
  - 1.13 Community Legal Education Officer.
2. The exemption will expire on 21 March 2028.

Dated: 7 April 2025

ANNE LINDSAY  
Principal Registrar  
South Australian Civil and Administrative Tribunal

## LOCAL GOVERNMENT INSTRUMENTS

### DISTRICT COUNCIL OF CEDUNA

#### *Elector Representation Review Paper*

Notice is hereby given that the council has undertaken a review to determine whether alterations are required in respect to elector representation, including ward boundaries and the composition of council.

#### **Report**

Council has prepared a report which details the review process, public consultation undertaken and a proposal council considers could be carried into effect. A copy of this report is available from 44 O'Loughlin Terrace, Ceduna during office hours, the council website [www.ceduna.sa.gov.au](http://www.ceduna.sa.gov.au) or contact Ben Taylor by telephone on 08 86253407.

#### **Written Submissions**

Written submissions are invited from interested persons from Monday, 24 March 2025, and should be directed to Mr Timothy Coote, PO Box 175, Ceduna SA 5690 or email [council@ceduna.sa.gov.au](mailto:council@ceduna.sa.gov.au), to be received by close of business on Wednesday 30 April 2025.

Any person(s) making a written submission will be invited to appear before a meeting of council or council committee to be heard in respect of their submission.

Information regarding the representation review can be obtained by contacting Ben Taylor on telephone 08 86253407 or email [council@ceduna.sa.gov.au](mailto:council@ceduna.sa.gov.au).

Dated: 10 April 2025

TIMOTHY COOTE  
Chief Executive Officer

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### LIGHT REGIONAL COUNCIL

#### LOCAL GOVERNMENT (ELECTIONS) ACT 1999

#### *Close of Roll for Supplementary Election*

A supplementary election will be necessary to fill the vacant position of Mayor.

The voters roll for this supplementary election will close at 5pm on Wednesday, 30 April 2025.

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

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

Nominations to fill the vacancy will open on Thursday, 29 May 2025 and will be received until 12 noon on Thursday, 12 June 2025.

The election will be conducted by post with the return of ballot material to reach the Returning Officer no later than 12 noon on polling day, Monday, 28 July 2025.

Dated: 10 April 2025

MICK SHERRY  
Returning Officer

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# PUBLIC NOTICES

## NATIONAL GAS LAW

### *Notice of Initiation of Rule Change Request*

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

Under s 303, the Acting Chair of the Energy Senior Officials and the Honourable Lily D'Ambrosio MP, Minister for Climate Action, Minister for Energy & Resources and Minister for the State Electricity Commission has requested the *ECGS projected assessment of system adequacy* (Ref. GRC0080) proposal. The proposal seeks to improve information on gas supply and transport capability, and demand over the intra-year period in the ECGS. Submissions must be received by **8 May 2025**.

Submissions can be made via the [AEMC's website](#). Before making a submission, please review the AEMC's [privacy statement](#) on its website, and consider the AEMC's [Tips for making a submission](#). The AEMC publishes all submissions on its website, subject to confidentiality.

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

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

Dated: 10 April 2025

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## SOUTHERN REGION WASTE RESOURCE AUTHORITY REGIONAL SUBSIDIARY

### LOCAL GOVERNMENT ACT 1999

#### *Charter 2025*

### PART I—GENERAL

#### 1. INTRODUCTION

##### 1.1 *Name*

The name of the subsidiary is Southern Region Waste Resource Authority (referred to as '*the Authority*' in this Charter).

##### 1.2 *Definitions*

1.2.1 ***absolute majority*** means a majority of the whole number of the Board members or of the Constituent Councils as the case may be;

1.2.2 ***Act*** means the *Local Government Act 1999*;

1.2.3 ***Board*** means the board of management of the Authority;

1.2.4 ***Budget*** means a budget consistent with Clause 6.5 and last adopted by the Board

1.2.5 ***Constituent Councils*** means the Councils identified at Clause 2.1 of this Charter;

1.2.6 ***Gazette*** means the *South Australian Government Gazette*;

1.2.7 ***net assets*** means total assets (current and non-current) less total liabilities (current and non-current) as reported in the annual audited financial statements of the Authority together with the net present value of the projected future cash inflows net of cash outflows of the remaining useable airspace over the SRWRA Landfill Operation as licensed by the Environment Protection Authority;

1.2.8 ***simple majority*** means a majority of those present and entitled to vote;

1.2.9 ***SRWRA Landfill Operation*** means that land which is held by the Authority under certificates of title volume 5822, folio 967; volume 5822, folio 966; volume 5822, folio 965; volume 5299, folio 719; volume 5299, folio 720; volume 6199, folio 621 and volume 6217, folio 132;

1.2.10 ***waste*** means any or all waste as approved under the Environment Protection Act licence held by the Authority or its contractor.

### PART II—GOVERNANCE

#### 2. THE AUTHORITY

##### 2.1 *Establishment and Charter*

2.1.1 The Authority is a regional subsidiary established pursuant to Section 43 of and Schedule 2 to the Act by the:

2.1.1.1 City of Holdfast Bay;

2.1.1.2 City of Marion; and

2.1.1.3 City of Onkaparinga.

2.1.2 This Charter may be amended at any time by unanimous decision (expressed by resolution) of the Constituent Councils.

2.1.3 Before the Constituent Councils vote on a proposal to alter this Charter, they must take into account any recommendations of the Board.

2.1.4 For the purposes of Clause 19(5)(b) of Schedule 2 to the Act, the Chief Executive Officers of the Constituent Councils have determined that a copy of the Charter, must be published on the website of the Authority.

2.1.5 This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Schedule 2 to the Act except as modified by this Charter in a manner permitted by Schedule 2.

##### 2.2 *Objects and Purposes*

2.2.1 The Authority is established to:

2.2.1.1 provide and operate services at a place or places for the management of waste by or on behalf of the Constituent Councils and/or any other approved councils;



- 2.2.1.2 undertake anything relevant (including educational programmes and processes) to the management of waste;
  - 2.2.1.3 provide a forum for discussion and/or research for the ongoing improvement of management of waste;
  - 2.2.1.4 undertake management of waste on behalf of the Constituent Councils on a competitive basis;
  - 2.2.1.5 fulfil, on behalf of the Constituent Councils, any ongoing obligation in relation to rehabilitation and monitoring of waste management facilities under its control;
  - 2.2.1.6 secure best value and value for money in waste management activities and services;
  - 2.2.1.7 develop or facilitate activities or enterprises that result in a beneficial use of waste;
  - 2.2.1.8 be financially self-sufficient;
  - 2.2.1.9 develop or facilitate activities or enterprises that result in a beneficial use of the landfill site or infrastructure;
  - 2.2.1.10 keep the Constituent Councils informed about relevant emerging opportunities, trends or issues in waste management; and
  - 2.2.1.11 have regard in the performance of its functions to sustainable, environmentally efficient practices with regard to waste management
  - 2.2.2 The Authority must in the performance of its role and functions and in all of its plans, policies and activities:
    - 2.2.2.1 operate in a sustainable manner by giving due weight to economic, social and environmental considerations; and
    - 2.2.2.2 conduct its activities in compliance with all regulatory requirements and in a manner that minimises risk to the Constituent Councils.
- 2.3 *Powers and Functions of the Authority*
- Subject to this Charter, the Authority may exercise the following powers in the performance or discharge of its objects and purposes:
- 2.3.1 the accumulation of surplus funds including for investment purposes;
  - 2.3.2 investing any of the funds of the Authority in any investment authorised by the *Trustee Act 1936*, or with the Local Government Finance Authority provided that:
    - 2.3.2.1 in exercising this power to invest the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
    - 2.3.2.2 the Authority must avoid investments that are speculative or hazardous in nature;
  - 2.3.3 setting aside a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Authority or meeting any deferred liability of the Authority;
  - 2.3.4 borrowing money and/or to incurring expenditure in accordance with Clause 6.2 of this Charter;
  - 2.3.5 opening and operating bank accounts;
  - 2.3.6 entering into contracts, purchasing, selling, leasing, hiring, renting or otherwise acquiring or disposing of any personal property or interests therein;
  - 2.3.7 purchasing, selling, leasing, hiring, renting or otherwise acquiring or disposing of any real property or interests therein, provided that it is a condition precedent, that in any such transaction where the Authority will incur a singular or a total liability of \$1,000,000 or more that unless the liability is included in the Budget; the prior written approval of two-thirds of the Constituent Councils is obtained;
  - 2.3.8 participating in a joint venture, trust, partnership or similar for the purpose of engaging in a commercial activity or enterprise;
  - 2.3.9 appointing, managing, suspending and dismissing the Chief Executive Officer of the Authority;
  - 2.3.10 engaging retaining, and dispensing with the services of professional advisers to the Authority;
  - 2.3.11 charging whatever fees, the Authority considers appropriate for services rendered to any person, body or Council;
  - 2.3.12 making any election for the purpose of any tax or statutory charge;
  - 2.3.13 determining the types of waste which shall be received and the method of collection, treatment, recycling and disposal of that waste;
  - 2.3.14 undertaking all manner of things relating and incidental to the collection, treatment, recycling and disposal of waste;
  - 2.3.15 pursuing the concept of co-operative regionalism in the collection, treatment, recycling and disposal of waste for which the Constituent Councils are or may become responsible
  - 2.3.16 causing all waste collected by the Authority to be treated, recycled and disposed of in a sanitary and environmentally acceptable way;
  - 2.3.17 providing a forum for the discussion and consideration of topics related to the Constituent Councils' obligations and responsibilities in respect of waste;
  - 2.3.18 adopting and using a trading name provided that the Authority shall first register the trading name with the Australian Securities and Investment Commission;
  - 2.3.19 commencing legal proceedings provided that any legal proceedings seeking urgent relief be the subject of an urgent report to the Constituent Councils by the Chief Executive Officer;
  - 2.3.20 without limiting the Authority's powers and functions, making submissions to and negotiating with the Federal Government, State Government and other sources of grant funding in relation to the provision and receipt of funding for the Authority; and
  - 2.3.21 anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers and functions or the attainment of its objects and purposes.
- 2.4 *National Competition Policy*
- If the Authority engages in any commercial activity or enterprise which constitutes a significant business activity of the Authority, it will, where necessary and having regard to a cost/benefit analysis, apply relevant principles of competitive neutrality to that activity.

### 2.5 *Acting Outside Areas of Constituent Councils*

The Authority may undertake its activities outside the areas of the Constituent Councils in accordance with the Act but only where such activities have been approved by the Constituent Councils as being necessary or expedient to the performance by the Authority of its functions and the activity is included in the annual business plan of the Authority.

### 2.6 *Delegation by the Authority*

The Authority may delegate any of its powers except those to:

- 2.6.1 impose charges;
- 2.6.2 enter into transactions in excess of \$250,000
- 2.6.3 subject to this Charter, borrow money or obtain any other form of financial accommodation;
- 2.6.4 approve expenditure of money on the works, services or operations of the Authority not set out in the Budget or where required by this Charter, approved by the Constituent Councils;
- 2.6.5 approve the payment of allowances to members of the Board;
- 2.6.6 adopt or revise an annual business plan or Budget or any financial estimates and reports; and
- 2.6.7 make any application or recommendation to the Minister.

### 2.7 *Committees*

- 2.7.1 The Board may establish a committee comprised of any persons to deal with any matter within the Authority's functions and as detailed in the terms of reference adopted by the Board for the committee.
- 2.7.2 The Board may delegate powers and functions to a committee.
- 2.7.3 A member of a committee established under this clause holds office at the pleasure of the Board.
- 2.7.4 The Chair of the Board is an *ex-officio* member of any committee established by the Board.

## 3. CONSTITUENT COUNCILS

### 3.1 *Withdrawal*

- 3.1.1 A Constituent Council may not withdraw from the Authority except with the approval of the Minister and subject to the Act and this Charter.
- 3.1.2 A Constituent Council which intends to withdraw from the Authority shall give to the Board and the other Constituent Councils written notice of such intention, specifying the date of intended withdrawal. The notice shall be a minimum of twenty-four months' notice expiring on 30 June of the relevant financial year.
- 3.1.3 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council for the payment of its contribution towards any actual or contingent deficiency in the net assets of the Authority at the end of the financial year in which such withdrawal occurs.
- 3.1.4 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council to contribute to any loss or liability incurred by the Authority at any time before or after such withdrawal in respect of any act or omission by the Authority prior to such withdrawal. For the avoidance of doubt, any and all costs associated with closure processes (including but not limited to capping and post-closure monitoring and necessary actions) of a waste cell or the landfill site generally is a liability incurred before the withdrawal of a Constituent Council and is, therefore, a continuing liability for the purposes of this clause.
- 3.1.5 Payment by or to the withdrawing Constituent Council must be fully paid by 30 June of the financial year following 30 June of the year in which the withdrawal occurs unless there is agreement of alternative payment arrangements made by the Constituent Councils.

### 3.2 *New Members*

Subject to the provisions of the Act, the Constituent Councils may unanimously agree to admit a new Constituent Council or Councils, to membership of the Authority, with or without conditions.

### 3.3 *Direction by Constituent Councils*

To be effective, a direction of the Constituent Councils for the purposes of Clause 26 of Schedule 2 to the Act must be evidenced by a minute signed by the Chief Executive Officer of each of the Constituent Councils and provided to the Chief Executive Officer of the Authority, as a true and accurate record of the decision made by the delegate or at the relevant Council meeting.

## 4. BOARD OF MANAGEMENT

The Authority is a body corporate and is governed by the Board, which has the responsibility to manage the business and other affairs of the Authority in accordance with this Charter and any delegations made to it by the Constituent Councils.

### 4.1 *Functions of the Board*

- 4.1.1 The formulation of strategic plans and strategies aimed at improving the business of the Authority.
- 4.1.2 To provide professional input and policy direction to the Authority.
- 4.1.3 Monitoring, overseeing and measuring the performance of the Chief Executive Officer of the Authority.
- 4.1.4 Implementing effective risk management policies, practices, procedures and strategies, including by ensuring the protection of assets under the care and control of the Authority.
- 4.1.5 Ensuring that a code of ethical behaviour and integrity is established and implemented in all business dealing of the Authority.
- 4.1.6 Developing business plans.
- 4.1.7 Exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons.
- 4.1.8 Observing all plans, targets, structures, systems and practices required or applied to the Authority by the Constituent Councils.
- 4.1.9 Ensuring that all information furnished to a Constituent Council is accurate.
- 4.1.10 Ensuring that the Constituent Councils are advised, as soon as practicable, of any material development that affects the financial or operating capacity of the Authority or gives rise to the expectation that the Authority may not be able to meet its debts as and when they fall due.

#### 4.2 *Membership of the Board*

- 4.2.1 The Board shall consist of up to nine members appointed as follows:
- 4.2.1.1 two persons appointed by each Constituent Council, one of whom must be a senior officer of the Constituent Council making the appointment;
- 4.2.1.2 two persons to a maximum of three persons appointed jointly by the Constituent Councils who are not members or officers of a Constituent Council but who, in the opinion of the Constituent Councils, have expertise in waste management and/or business. These persons will be chosen from a list of persons circulated to the Constituent Councils Chief Executive Officers to be appointed by a panel comprising the Chief Executive Officers (or their nominee) and one other person from each Constituent Council as nominated by the Chief Executive Officer of that Council.
- 4.2.2 With the exception of the persons appointed pursuant to subclause 4.2.1.2, a Board Member shall, subject to this Charter, be appointed for a term not exceeding the term determined by the Constituent Council and specified in the instrument of appointment and at the expiration of the term of office will be eligible for re-appointment.
- 4.2.3 The maximum term of service for Board Members appointed pursuant to subclause 4.2.1.2 should not exceed 10 years.
- 4.2.4 The Constituent Councils may appoint either a specific Deputy for each Board Member appointed pursuant to subclause 4.2.1.1 or one non-specific Deputy for both such Board Members and a second Deputy to that Deputy. In the absence of a Board Member, the specific Deputy or the non-specific Deputy will be deemed to be the Board Member for that time or, where a non-specific Deputy and second Deputy have been appointed and both Board Members are absent then both Deputies will be deemed to be the Board Members for that time, exercising all of the rights and privileges and being subject to all of the obligations and liabilities of the Board Member(s) during the absence of the Board Member(s).
- 4.2.5 The Constituent Councils should give consideration to the skills that may be required for the Board to operate effectively when making Board appointments.
- 4.2.6 In addition to the circumstances provided for under Clause 20(3) of Schedule 2 to the Act, the office of a Board Member will become vacant upon:
- 4.2.6.1 the Constituent Council (or Constituent Councils as the case may be) responsible for appointing the Board Member providing written notice to the Board Member and the Board of the Constituent Council's (or Constituent Councils') decision to remove the Board Member from office. The Board Members appointed under subclause 4.2.1.2, can only be removed from office by a unanimous decision of the Constituent Councils; or
- 4.2.6.2 if the Board Member is an elected member or officer of a Constituent Council, upon ceasing to be either an elected member of or an employee of the Constituent Council as the case may be; or
- 4.2.6.3 if the Board Member has been appointed pursuant to subclause 4.2.1.1, upon the Constituent Council withdrawing from the Authority.
- 4.2.7 The Board may by a two-thirds majority vote of the Board Members present (excluding the Board Member subject to this subclause 4.2.7) make a recommendation to the relevant Constituent Council requesting the Constituent Council to terminate the appointment of a Board Member that it has appointed under subclause 4.2.1.1 or, to all of the Constituent Councils to terminate the appointment of a Board Member appointed under subclause 4.2.1.2 for:
- 4.2.7.1 any behaviour of the Board Member which, in the opinion of the Board, amounts to impropriety and includes, but is not limited to, a breach of the Member's obligations under the Act;
- 4.2.7.2 serious neglect of duty in attending to his/her responsibilities as a Board Member;
- 4.2.7.3 breach of fiduciary duty to the Authority;
- 4.2.7.4 breach of the duty of confidentiality to the Authority; or
- 4.2.7.5 any other behaviour which, in the opinion of the Board, may discredit the Authority.
- 4.2.8 If any casual vacancy occurs in the membership of the Board it will be filled in the same manner as the original appointment for the balance of the term of the original appointment.
- 4.2.9 The Board Member appointed pursuant to subclause 4.2.1.2 shall be eligible for an allowance from the funds of the Authority as the Board shall determine from time to time.

#### 4.3 *Propriety of Members of the Board*

- 4.3.1 Whilst all Board Members must comply with their statutory obligations under the Act, only the Board Members appointed pursuant to subclause 4.2.1.2 are required to comply with Division 2, Part 4 (Register of Interests) of Chapter 5 of the Act.

#### 4.4 *Chair of the Board*

- 4.4.1 The Chair of the Board shall be a person appointed pursuant to subclause 4.2.1.2 and shall hold office for a term of three years, unless he/she resigns, is removed from office pursuant to subclause 4.2.6 or, is otherwise no longer eligible to act as a Board Member.
- 4.4.2 Subject to Clause 4.2.3, the Chair is eligible for re-appointment at the expiration of the term of office. The decision regarding re-appointment is made by the panel formed pursuant to subclause 4.2.1.2.
- 4.4.3 The Board will choose a person appointed pursuant to subclause 4.2.1.1 or 4.2.1.2 to be the Deputy Chair of the Board for a term determined by the Board.
- 4.4.4 In the event of the Chair being absent from a meeting, the Deputy Chair shall preside and in the event of both the Chair and the Deputy Chair being absent from a meeting, the Board Members present shall appoint a person from amongst themselves to chair the meeting.
- 4.4.5 In the event that the Chair either resigns or is no longer eligible to act as a Board Member prior to the expiration of their term, the Deputy Chair shall hold office until a further appointment is made pursuant to subclause 4.2.1.2 whereupon the person so appointed will hold office for the duration of the original appointment. The Deputy Chair is not entitled to any allowance that is paid to the Chair whilst acting in the office of the Chair.

#### 4.5 *Meetings of the Board*

- 4.5.1 Subject to the requirements of Schedule 2 to the Act, this Charter and any direction of the Constituent Councils, the Board must determine its own meeting procedures for the proceedings and conduct of all Board meetings and set them out in a *Code of Practice for Meetings* which shall be reviewed every two years.
- 4.5.2 Ordinary meetings of the Board must take place at such times and places as may be fixed by the Board or the Chief Executive Officer of the Authority from time to time. There shall be at least six ordinary meeting of the Board held in each financial year. Meetings shall not be held before 5 p.m. unless the Board resolves otherwise by resolution supported unanimously by all of the Board Members present at the meeting which determines the issue.
- 4.5.3 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority.
- 4.5.4 Notice of ordinary meetings of the Board must be given by the Chief Executive Officer to each Board Member in the same manner as notice is given by a Chief Executive Officer of a council for an ordinary meeting of a council and for these purposes Section 83 of the Act extends to the Authority as if it were a council.
- 4.5.5 Any Constituent Council or Board Member may by delivering a written request to the Chief Executive Officer of the Authority require a special meeting of the Board to be held. The request will only be valid if it is accompanied by the agenda for the special meeting. On receipt of the request the Chief Executive Officer shall send a notice of the special meeting to all Board Members at least 24 hours prior to the commencement of the special meeting. Such notice shall comply with subclauses 4.5.7 and 4.5.9 of this Charter.
- 4.5.6 The quorum for a meeting of the Board is one-half of the members in office, ignoring any fraction plus one.
- 4.5.7 Each Board Member present at a Board Meeting, excluding the Chairperson, is entitled to vote on a matter. All matters will for decision at a meeting of the Board will be decided by a simple majority of votes of the Board Members present and entitled to vote on the matter except where this Charter provides otherwise. In the event that the votes are equal the Chairperson may exercise a casting vote.
- 4.5.8 Subject to complying with their statutory obligations, all Board Members present at a meeting shall vote.
- 4.5.9 Chapter 6, Part 3 of the Act does not apply to the Authority. Meetings of the Board will not be open to the public unless the Board otherwise resolves.
- 4.5.10 Each Board Member must be supplied with a copy of all minutes of the proceedings of a meeting within five days of the meeting.
- 4.5.11 Prior to the conclusion of each meeting of the Board, the Board must identify which agenda items considered by the Board at that meeting will be the subject of an information report to the Constituent Councils.

### **PART III—BUSINESS AND FINANCIAL REQUIREMENTS**

#### **5. STAFF**

- 5.1 The Board must appoint a Chief Executive Officer of the Authority to manage the business of the Authority on terms determined by the Board, acting reasonably. The Chief Executive Officer may be a natural person or a body corporate.
- 5.2 The Chief Executive Officer shall cause records to be kept of the business and financial affairs of the Authority in accordance with this Charter.
- 5.3 In the absence or likely absence of the Chief Executive Officer for any period exceeding two weeks, a suitable person to act in the position of Chief Executive Officer of the Authority must be appointed by the Chief Executive Officer after consultation with the Chair or, in default, by the Chair.
- 5.4 The Chief Executive Officer is responsible for the day to day management of the Authority and will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Authority.
- 5.5 The functions of the Chief Executive Officer shall be specified in the terms and conditions of appointment and shall include but not be limited to:
  - 5.5.1 attending at all meetings of the Board unless excluded by resolution of the Board;
  - 5.5.2 ensuring that lawful decisions of the Board are implemented in a timely and efficient manner;
  - 5.5.3 providing information to assist the Board to assess the Authority's performance against its Strategic and business plans;
  - 5.5.4 appointing, managing, suspending and dismissing other employees of the Authority;
  - 5.5.5 determining the conditions of employment of employees of the Authority, within budgetary constraints set by the Board;
  - 5.5.6 providing advice and reports to the Board on the exercise and performance of the powers and functions under this Charter or any Act;
  - 5.5.7 ensuring that the Authority is at all times complying with all relevant statutory obligations;
  - 5.5.8 co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Authority;
  - 5.5.9 ensuring that the assets and resources of the Authority are properly managed and maintained;
  - 5.5.10 ensuring that records required under the Act or any other legislation are properly kept and maintained;
  - 5.5.11 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Board;
  - 5.5.12 achieving financial outcomes in accordance with adopted plans and the Budget of the Authority;
  - 5.5.13 inviting any person to attend at a meeting of the Board to act in an advisory capacity; and
  - 5.5.14 providing reports to the Constituent Councils in accordance with subclause 4.5.11.
- 5.6 The Chief Executive Officer may delegate or sub-delegate to an employee of the Authority any power or function vested in the Chief Executive Officer or, in the case of a sub-delegation, any power delegated to the office by the Board. A delegation or sub-delegation by Chief Executive Officer may be subject to any conditions or limitations as determined by the Chief Executive Officer.
- 5.7 A written record of all delegations and sub-delegations must be kept by the Chief Executive Officer.

- 5.8 The Chief Executive Officer and any other officer declared by the Board to be subject to this provision is required to comply with Division 2 of Part 4 of Chapter 7 (Register of Interests) of the Act, Section 118 (Inspection of Register) of the Act and Section 119 (Restrictions on disclosure) of the Act will apply in respect of the returns furnished by officers of the Authority.

## 6. MANAGEMENT

### 6.1 *Financial Management*

- 6.1.1 The Authority must ensure that appropriate policies, practices and procedures of internal control are implemented and maintained in order to assist it to carry out its activities in an efficient and orderly manner to achieve its objectives, to ensure adherence to management policies, to safeguard its assets and to secure (as far as possible) the accuracy and reliability of its records.
- 6.1.2 The Authority must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
- 6.1.3 Any cheques must be signed by two persons authorised by resolution of the Board. Any payments made by Electronic Funds Transfer must be made in accordance with procedures which have received the prior written approval of the Board.
- 6.1.4 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Board.
- 6.1.5 The Authority's books of account are available for inspection by any Board Member or authorised representative of any Constituent Council at any reasonable time on request.

### 6.2 *Borrowings and Expenditure*

- 6.2.1 The Authority has the power to incur expenditure and/or to borrow money:
- 6.2.1.1 in accordance with the Budget of the Authority; or
  - 6.2.1.2 pursuant to the provisions of subclauses 2.3.4 and 6.2.4 of this Charter; or
  - 6.2.1.3 with the prior approval of two-thirds of the Constituent Councils for amounts which do not exceed 25% of the value of the net assets of the Authority and with the prior approval of all the Constituent Councils for other amounts, which approval must be evidenced by formal resolution of the Councils, or
  - 6.2.1.4 otherwise for genuine emergency or hardship.
- 6.2.2 For the purpose of exercising the powers at Clause 6.2.1 of this Charter the Authority may borrow money from the Local Government Finance Authority or from a registered bank or financial institution within Australia.
- 6.2.3 For the purposes of Clause 6.2.2 but subject to this Charter borrowings of the Authority:
- 6.2.3.1 must not be used for the purpose of funding operational costs; and
  - 6.2.3.2 where the borrowings are undertaken with the prior approval of the Constituent Councils, must be drawn down within a period of twenty-four months from the date of approval.
- 6.2.4 The Authority may operate an overdraft facility or facilities as required provided that the overdrawn balance must not exceed \$100 000 or the amount set out in the annual business plan, whichever is the greater, without the prior approval of two-thirds of the Constituent Councils.

### 6.3 *Audit*

- 6.3.1 The Authority shall appoint an auditor in accordance with the *Local Government (Financial Management) Regulations 2011*, on terms and conditions set by the Board.

### 6.4 *Strategic Plan*

The Authority shall:

- 6.4.1 prepare a five-year Strategic Plan linking the core business activities of the Authority to strategic, operational and organisational requirements with supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period; and
- 6.4.2 review the Strategic Plan annually; and
- 6.4.3 consult with the Constituent Councils prior to adopting or amending the Strategic Plan.

### 6.5 *Annual Business Plan and Budget*

- 6.5.1 The Authority shall, after 31 May but before the end of June in each financial year, prepare and adopt an annual business plan and Budget for the ensuing financial year in accordance with the Act.
- 6.5.2 The draft annual business plan and the draft Budget must be referred to the Constituent Councils with sufficient time to receive any comments from the Councils for consideration by the Board at the time it is considered by the Board for adoption.
- 6.5.3 For the purposes of subclause 6.5.2, a Constituent Council may comment in writing to the Chief Executive Officer on the draft annual business plan and draft Budget but may only do so at least five business days before the Board meeting at which it will be considered
- 6.5.4 The Authority must provide a copy of its annual business plan and Budget to the Constituent Councils within five business days after adoption by the Board.
- 6.5.5 Reports summarising the financial position and performance of the Authority against the annual business plan and the Budget shall be prepared and presented to the Board every three calendar months and copies provided to the Constituent Councils within five days of the Board meeting to which they have been presented.

### 6.6 *Reporting*

- 6.6.1 The Authority must submit to the Constituent Councils by 30 September in each year in respect of the immediately preceding financial year, a report on the work and operations of the Authority detailing achievement of the aims and objectives of its Business Plan and incorporating the audited Financial Statements of the Authority and any other information or reports required by the Constituent Councils.
- 6.6.2 The Board shall present a balance sheet and full financial report to the Constituent Councils at the end of each financial year.

**7. MISCELLANEOUS****7.1** *Equitable Interest*

7.1.1 Subject to subclause 7.1.2 the equitable interest of the Constituent Councils in the Authority is agreed as follows:

7.1.1.1 City of Holdfast Bay: 15%.

7.1.1.2 City of Marion: 30%.

7.1.1.3 City of Onkaparinga: 55%.

7.1.2 The equitable interests of the Constituent Councils in the Authority as set out at subclause 7.1.1 may be varied by agreement of the Constituent Councils and will be varied where a new Constituent Council or Councils is admitted to or and existing Constituent Council withdraws from the Authority pursuant to Clause 3.1.

**7.2** *Insurance Requirements*

7.2.1 The Authority shall register with the Local Government Mutual Liability Scheme and comply with the Rules of that Scheme.

7.2.2 The Authority shall advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Authority.

7.2.3 The Authority must register with the Local Government Workers Compensation Scheme and comply with the Rules of that Scheme.

**7.3** *Winding Up and Statutory Guarantee*

7.3.1 On winding up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, shall be distributed between or becomes the responsibility of the Constituent Councils in the same proportion as their equitable interest in the Authority in accordance with subclause 7.1.

7.3.2 If there are insufficient funds to pay all expenses due by the Authority on winding up (or at any other time there are unfunded liabilities which the Authority cannot meet), the Constituent Councils must financially contribute in proportion to their equity share for the purpose of satisfying their statutory guarantee of the liabilities of the Authority.

**7.4** *Common Seal*

7.4.1 The Authority will have a common seal, which may be affixed to documents requiring execution under seal and where affixed must be witnessed by two Board Members or where authority has been conferred by instrument executed under the common seal of the Authority, by the Chair of the Board and the Chief Executive Officer.

7.4.2 The common seal must not be affixed to a document except to give effect to a resolution of the Board.

7.4.3 The Chief Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date that the seal was affixed.

**8. DISPUTE RESOLUTION****8.1** About this clause:

8.1.1 The procedure in this clause must be applied to any dispute that arises between the Authority and a Constituent Council concerning the affairs of the Authority, or between Constituent Councils concerning the affairs of the Authority, including as to the meaning or effect of this Charter.

8.1.2 The Authority and a Constituent Council must continue to observe and perform this Charter despite the dispute.

8.1.3 This clause does not prejudice the right of a party:

8.1.3.1 to require the continuing observance and performance of this Charter by all parties; or

8.1.3.2 to institute proceedings to enforce payment due under this Charter or to seek injunctive relief to prevent immediate and irreparable harm.

8.1.4 Subject to this clause, a dispute must not be the subject of legal proceedings between any of the parties in dispute. If legal proceedings are initiated or continued in breach of this provision, a party to the dispute is entitled to apply for and be granted an order of the court adjourning those proceedings pending completion of the procedure set out in this clause.

**8.2** *Dispute Resolution Process*

8.2.1 The Constituent Councils and the Authority agree to work together in good faith to resolve any matter requiring their direction or resolution.

8.2.2 A party to the dispute must promptly notify each other party to the dispute:

8.2.2.1 of the nature of the dispute, giving reasonable details; and

8.2.2.2 what action (if any) the party giving notice thinks will resolve the dispute; but a failure to give such notice does not entitle any other party to damages.

8.2.3 Upon receipt of a notice under subclause 8.2.2, the parties to a dispute may agree to refer the dispute for mediation by a mediator agreed by the parties or, if no agreement can be reached, a mediator nominated by the then President of the of the South Australian Bar Association (or equivalent officer of any successor organisation). The cost of any mediation are to be borne by the parties to the dispute in equal shares.

8.2.4 Where the parties are unable to resolve a matter (including by way of any mediation process) within ninety (90) days of the matter being presented to them, the matter will be referred for arbitration in accordance with this clause 8.2.

8.2.5 There must be only one arbitrator who must be a natural person agreed by the parties or, if they cannot agree within fourteen business days, an arbitrator nominated by the then Chairperson of the Resolution Institute.

8.2.6 The role of the arbitrator is to resolve the dispute and make decisions binding on the parties; The arbitration must take place in a location in Adelaide determined by the arbitrator.

8.2.7 A party must cooperate in arranging and expediting arbitration.

8.2.8 A party must send to the arbitration a senior manager with authority to resolve the dispute.

8.2.9 The parties may provide evidence and given written and verbal submissions to the arbitrator within the time set by the arbitrator.

- 8.2.10 The arbitrator must:
- 8.2.10.1 consider the evidence and submissions, decide the dispute; and
  - 8.2.10.2 give written reasons to each party.
- 8.2.11 Subject to this clause, the arbitration must take place in accordance with the provisions of the *Commercial Arbitration Act 2011* or subject to this clause, the arbitrator must fix the rules of arbitration.
- 8.2.12 The costs and expenses of the arbitrator and of each party must be borne as the arbitrator decides.

#### 9. CIRCUMSTANCES NOT PROVIDED FOR

If any circumstances arise about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Board has the power to consider the circumstance and determine the action to be taken.

Dated: 10 April 2025

CHRIS ADAMS  
Chief Executive Officer

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#### TRUSTEE ACT 1936

##### PUBLIC TRUSTEE

##### *Estates of Deceased Persons*

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

BROWN Marilyn Diane late of 262 South Terrace Adelaide Retired Event Supporter who died 1 November 2024  
COOKE Barbara June late of 1 Jago Way Wynn Vale Retired Secretary who died 5 December 2024  
HURST Aileen Glory late of 11 Memorial Drive Williamstown of no occupation who died 17 May 2024  
JAMES Annie Shirley late of 80 Moseley Street Glenelg South of no occupation who died 2 February 2025  
MUNRO Graeme Charles late of 16-24 Penney's Hill Road Hackham retired motor mechanic who died 18 August 2024  
RAFTERY Roger Leonard late of 58 York Road Port Pirie West Author/Carer/Volunteer who died 19 September 2024  
ROGGENDORF Robert late of 18 Cudmore Terrace Marleston of no occupation who died 15 November 2023  
SAUNDERS Jean late of 100 Seaford Road Seaford Retired Chef who died 28 October 2024  
STUART Francis Henry late of 56-58 High Street Grange Retired Postal Officer who died 14 October 2023  
WILLSHIRE Valma Joy late of 30 Sussex Terrace Westbourne Park of no occupation who died 9 November 2023

Notice is hereby given pursuant to the *Trustee Act 1936* (SA), the *Succession Act 2023* (SA) and the *Family Relationships Act 1975* (SA) 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 5001, full particulars and proof of such claims, on or before the 9 May 2025 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: 10 April 2025

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