



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

---

ADELAIDE, THURSDAY, 8 MAY 2025

---

## CONTENTS

<b>GOVERNOR'S INSTRUMENTS</b>	
Appointments, Resignations and General Matters.....	860
Regulations—	
Passenger Transport (Transit Barring Orders)	
Amendment Regulations 2025—No.18 of 2025 .....	861
<b>STATE GOVERNMENT INSTRUMENTS</b>	
Electoral Act 1985.....	870
Energy Resources Act 2000 .....	870
Fisheries Management Act 2007 .....	870
Housing Improvement Act 2016 .....	872
Legal Practitioners Act 1981 .....	872
Mental Health Act 2009 .....	873
National Parks and Wildlife (National Parks)	
Regulations 2016.....	874
Department of the Premier and Cabinet.....	876
Professional Standards Act 2004.....	876
Road Traffic Act 1961.....	882
South Australia Fire and Emergency Services Act 2005 .....	882
South Australian Skills Act 2008 .....	882
Water Industry Act 2012 .....	882
<b>LOCAL GOVERNMENT INSTRUMENTS</b>	
Corporation of the City of Adelaide .....	894
Northern Areas Council.....	894
District Council of Tumby Bay .....	895
Yorke Peninsula Council.....	895
<b>PUBLIC NOTICES</b>	
Trustee Act 1936 .....	896
National Electricity Law.....	896
Sale of Property .....	897

---

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

## GOVERNOR'S INSTRUMENTS

### APPOINTMENTS, RESIGNATIONS AND GENERAL MATTERS

Department of the Premier and Cabinet  
Adelaide, 8 May 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Health Performance Council, pursuant to the provisions of the Health Care Act 2008:

Deputy Chairperson: from 1 June 2025 until 30 November 2027  
Melanie Louise Smith

Member: from 1 June 2025 until 31 May 2028  
Daniel Clarence Tyson  
Kae Amanda Martin  
Martin Hensher

Member: from 1 June 2025 until 31 May 2029  
Diane Elizabeth Watson  
Mohammad Al-Khafaji  
Tanya Leanne Lehmann

By command,

BLAIR INGRAM BOYER, MP  
For Premier

HEAC-2025-00009

---

Department of the Premier and Cabinet  
Adelaide, 8 May 2025

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Public Health Council, pursuant to the provisions of the South Australian Public Health Act 2011:

Member: from 8 May 2025 until 7 May 2028  
Courtney Cie Ryder  
Nicole Clinch  
Helen Siobhan Marshall  
Jonathan Gorvett

By command,

BLAIR INGRAM BOYER, MP  
For Premier

HEAC-2025-00011

---

Department of the Premier and Cabinet  
Adelaide, 8 May 2025

Her Excellency the Governor in Executive Council has been pleased to appoint Dr Richard James Dunbar Harris SC OAM as Governor's Deputy of South Australia from 9.00am on Sunday, 18 May 2025 until 10.30am on Saturday, 24 May 2025.

By command,

BLAIR INGRAM BOYER, MP  
For Premier

---

---

## REGULATIONS

South Australia

# Passenger Transport (Transit Barring Orders) Amendment Regulations 2025

under the *Passenger Transport Act 1994*

---

## Contents

### Part 1—Preliminary

- 1 Short title
- 2 Commencement

### Part 2—Amendment of *Passenger Transport Regulations 2024*

- 3 Amendment of regulation 3—Interpretation
- 4 Insertion of Part 4 Division 2A
  - Division 2A—Transit barring orders
    - 137A Interpretation
    - 137B Transit barring orders issued by Minister, approved person or police officer
    - 137C Transit barring order to be imposed for certain offences
    - 137D Service of transit barring orders
    - 137E Application to have transit barring order lifted
    - 137F Information sharing
- 5 Repeal of regulation 139

### Schedule 1—Transitional provision

- 1 Transitional provision
- 

## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Passenger Transport (Transit Barring Orders) Amendment Regulations 2025*.

### 2—Commencement

These regulations come into operation on 1 July 2025.

## Part 2—Amendment of *Passenger Transport Regulations 2024*

### 3—Amendment of regulation 3—Interpretation

Regulation 3(1), definition of *transit barring order*—delete the definition and substitute:

*transit barring order* means an order issued to a person under Part 4 Division 2A barring the person from 1 or both of the following:

- (a) boarding or travelling on—
  - (i) specified classes of public transport; or

- (ii) all public transport other than as specified by the order; or
- (iii) all public transport;
- (b) entering or remaining on—
  - (i) specified prescribed premises; or
  - (ii) specified classes of prescribed premises; or
  - (iii) all prescribed premises other than as specified by the order; or
  - (iv) all prescribed premises;

#### 4—Insertion of Part 4 Division 2A

Part 4—after Division 2 insert:

### Division 2A—Transit barring orders

#### 137A—Interpretation

In this Division—

***approved person*** means a person who has been expressly authorised by the Minister to issue a transit barring order under regulation 137B;

***relevant offence*** means an offence against—

- (a) Part 3 Division 1 of the *Criminal Law Consolidation Act 1935*; or
- (b) Part 3 Division 7 of the *Criminal Law Consolidation Act 1935*; or
- (c) Part 3 Division 7A of the *Criminal Law Consolidation Act 1935*; or
- (d) section 48, 49, 56 or 58 of the *Criminal Law Consolidation Act 1935*; or
- (e) section 83C of the *Criminal Law Consolidation Act 1935*; or
- (f) section 6A of the *Summary Offences Act 1953*; or
- (g) section 7(1)(a) or (b) of the *Summary Offences Act 1953*; or
- (h) section 21C(1)(a) or (2)(b) of the *Summary Offences Act 1953*; or
- (i) section 21F(1)(b) of the *Summary Offences Act 1953*,

that was committed on public transport or prescribed premises, or in an area adjacent to prescribed premises;

***senior police officer*** means—

- (a) in relation to a transit barring order to be made for a period exceeding 72 hours—a police officer of or above the rank of Inspector; or
- (b) in any other case—a police officer of or above the rank of Sergeant or in charge for the time being of a police station.

**137B—Transit barring orders issued by Minister, approved person or police officer**

- (1) Subject to this regulation, the Minister, an approved person or a police officer may issue a transit barring order to a person for a specified period not exceeding any applicable limit fixed by this regulation—
  - (a) if the Minister, approved person, or police officer suspects that the person has committed an offence on public transport or prescribed premises, or in an area adjacent to prescribed premises; or
  - (b) if the person behaves in an offensive or disorderly manner on public transport or prescribed premises, or in an area adjacent to prescribed premises; or
  - (c) on any other reasonable ground.
- (2) A police officer may only issue a transit barring order under subregulation (1) on the authorisation of a senior police officer (which may be granted orally or in writing).
- (3) A transit barring order remains in force—
  - (a) in the case of an order issued by the Minister or an approved person, or authorised by a senior police officer of or above the rank of Inspector—
    - (i) on the grounds that the person it is issued to is suspected of having committed a relevant offence—for an indefinite period or the period specified in the order, whether or not the person has previously been barred under these regulations or the repealed regulations; or
    - (ii) on any other ground—
      - (A) if the person has not previously been barred under these regulations or the repealed regulations—for the period specified in the order (which may not exceed 6 months); or
      - (B) if the person has on 1 previous occasion been barred under these regulations or the repealed regulations—for the period specified in the order (which may not exceed 12 months); or
      - (C) if the person has on at least 2 previous occasions been barred under these regulations or the repealed regulations—for an indefinite period or the period specified in the order; or
  - (b) in the case of an order authorised by a senior police officer of or above the rank of Sergeant or in charge for the time being of a police station (not being a police officer of or above the rank of Inspector)—for a period specified in the order (which may not exceed 72 hours).
- (4) A transit barring order issued under this regulation must contain the following information:
  - (a) the name of the person barred under the order;

- (b) the public transport or prescribed premises from which the person has been barred under the order;
  - (c) the grounds on which the order is issued;
  - (d) the period for which the order remains in force;
  - (e) if the order is for a period of more than 3 months—details of the person's right to apply to have the order lifted in accordance with regulation 137E.
- (5) When issuing a transit barring order, the person issuing the order must keep a written record of the following:
- (a) if the transit barring order is issued by a police officer—
    - (i) their name, rank and identification number; and
    - (ii) details of the conduct giving rise to the request for authorisation; and
    - (iii) the name, rank and identification number of the senior police officer giving the authorisation under subregulation (2);
  - (b) if the transit barring order is issued by an approved person—
    - (i) their name; and
    - (ii) details of their authorisation by the Minister;
  - (c) the information required under subregulation (4).
- (6) The Minister, an approved person or a police officer may provide a regular passenger service operator with information about a person (including photographic and other information that may identify the person) for the purpose of identifying a person who has been barred from public transport or prescribed premises under this regulation.
- (7) The Minister or an approved person may vary or revoke a transit barring order issued by the Minister or an approved person under this regulation by subsequent order served on the person.
- (8) A police officer, on the authorisation of a senior police officer, may vary or revoke a transit barring order issued by a police officer under this regulation by subsequent order served on the person.
- (9) For the purposes of subregulation (7) and (8), a condition or limitation under this regulation in relation to the making of a particular transit barring order extends to a variation or revocation of the order under that subregulation.
- (10) If a person who has been issued a transit barring order under this regulation is subsequently issued an order under regulation 137C in relation to the same conduct, the order issued under this regulation will be taken to have been lifted at the time at which the subsequent order is issued (and the order issued under this regulation will not count as a previous order for the purposes of subregulation (3)).

- (11) A person who contravenes a transit barring order issued under this regulation is guilty of an offence.  
Maximum penalty: \$7 000.  
Expiation fee: \$500.
- (12) In proceedings for an offence against this regulation, a certificate apparently signed by the Minister, an approved person or a police officer of or above the rank of Inspector stating that a person was barred from public transport or prescribed premises under this Division for the period specified in the certificate will be accepted, in the absence of proof to the contrary, as proof of the matters stated in the certificate.
- (13) In proceedings for an offence against this regulation in relation to a transit barring order issued on the authorisation of a senior police officer, a certificate apparently signed by a police officer of or above the rank of Inspector stating—
- (a) that the authorisation was given; and
  - (b) that the authorisation authorised the making of a transit barring under this regulation; and
  - (c) the grounds on which the authorisation was given,
- will be accepted, in the absence of proof to the contrary, as proof of the matters stated in the certificate.

### **137C—Transit barring order to be imposed for certain offences**

- (1) A person charged with a relevant offence must be issued a transit barring order—
- (a) by the Commissioner of Police; or
  - (b) if, after 14 days of the charge being laid, the Commissioner of Police has been unable to issue an order to the person—by the Minister.
- (2) Subject to this regulation, a transit barring order issued under subregulation (1) remains in force for an indefinite period or for the period specified in the order.
- (3) If a person is acquitted of the offence in relation to which the transit barring order was issued, or the charge of the offence is withdrawn, the Commissioner of Police or the Minister must lift the transit barring order and notify the person to whom the order was given in writing that the order has been lifted.
- (4) Nothing in subregulation (3) prevents a transit barring order being issued under regulation 137B to a person in respect of whom a transit barring order has been lifted.
- (5) A transit barring order issued under this regulation must contain the following information:
- (a) the name of the person barred under the order;
  - (b) details of the charge giving rise to the order;
  - (c) the period for which the order remains in force;

- (d) the public transport or prescribed premises from which the person has been barred under the order;
  - (e) details of the person's right to apply to have the order lifted in accordance with regulation 137E.
- (6) The Commissioner of Police may vary a transit barring order issued by the Commissioner under this regulation by subsequent order served on the person.
- (7) The Minister may vary a transit barring order issued by the Minister under this regulation by subsequent order served on the person.
- (8) If the Commissioner of Police or the Minister is satisfied that a transit barring order should not have been issued under this regulation because—
  - (a) the order has been given to a particular person in error; or
  - (b) the order is defective; or
  - (c) there is other proper cause for which the order should not have been given,the Commissioner or the Minister may withdraw the order.
- (9) A withdrawal referred to in subregulation (8) is effected by giving notice of the withdrawal to the person to whom the transit barring order was issued.
- (10) A notice of withdrawal given under subregulation (9) must specify the reasons for the withdrawal.
- (11) If a transit barring order issued to a person under this regulation is withdrawn, the Commissioner of Police or the Minister may, if satisfied that there are proper grounds for doing so, issue a fresh transit barring order to the person.
- (12) The Commissioner of Police or the Minister may provide a regular passenger service operator with information about a person (including photographic and other information that may identify the person) for the purpose of identifying a person who has been barred from public transport or prescribed premises under this regulation.
- (13) A person who contravenes a transit barring order issued under this regulation is guilty of an offence.  
Maximum penalty: \$7 000.
- (14) In proceedings for an offence against this regulation, a certificate apparently signed by the Commissioner of Police or the Minister stating that a person was barred from public transport or prescribed premises under this regulation for the period specified in the certificate will be accepted, in the absence of proof to the contrary, as proof of the matters stated in the certificate.

### **137D—Service of transit barring orders**

- (1) A transit barring order or an order varying a transit barring order issued under regulation 137B or 137C must be served on the person personally and is not binding on the person until it has been so served.



- (2) For the purposes of subregulation (1), an order will be taken to have been personally served on a person if—
  - (a) the order is given to and accepted by the person; or
  - (b) each of the following apply:
    - (i) the order is offered to the person;
    - (ii) the person is unwilling to accept the order;
    - (iii) the person is informed of the nature of the order;
    - (iv) the order is put down in the presence of the person.
- (3) If it is not possible to serve a transit barring order or an order varying a transit barring order in accordance with subregulation (2), the Magistrates Court may, on application without notice, make an order substituting another method of service.
- (4) It is not necessary for an applicant under subregulation (3) to establish that the proposed method of service will bring the order to the notice of the person to be served.

#### **137E—Application to have transit barring order lifted**

- (1) A person who has been issued a transit barring order under regulation 137B or 137C may apply to the relevant court to have the transit barring order lifted.
- (2) The court may, on an application made under subregulation (1), if the court is satisfied on the basis of evidence given on oath by or on behalf of the applicant that—
  - (a) exceptional circumstances exist such that it is, in all the circumstances, appropriate that an order be made under this subregulation; and
  - (b) the person does not pose a substantial risk to members of the public if an order is made under this subregulation,order that the transit barring order be lifted on the date specified by the court.
- (3) An application under subregulation (1) may not be made unless at least 3 months have elapsed since the applicant was first served with a transit barring order in accordance with regulation 137D in relation to the relevant conduct.
- (4) The Minister and the Commissioner of Police are entitled to be heard on an application under subregulation (1).
- (5) The relevant court must ensure that the Minister and the Commissioner of Police are notified—
  - (a) when an application is made under subregulation (1); and
  - (b) if an order is made to lift a transit barring order under subregulation (2).

- (6) In this regulation—

*relevant conduct* means the conduct in relation to which the order that is the subject of the application under this regulation was issued;

*relevant court* means—

- (a) in the case of an application made by a person who is under the age of 18 years—the Youth Court; or
- (b) in any other case—the Magistrates Court.

### **137F—Information sharing**

- (1) The Minister must ensure that the following information in relation to a transit barring order is forwarded to the Commissioner of Police as soon as is reasonably practicable:
  - (a) in relation to an order issued by the Minister or an approved person under regulation 137B—the information required to be recorded under regulation 137B(5);
  - (b) in relation to an order varied or revoked by the Minister or an approved person under regulation 137B(7)—details of that variation or revocation;
  - (c) in relation to an order issued by the Minister under regulation 137C—the information required under regulation 137C(5);
  - (d) in relation to an order varied by the Minister under regulation 137C(7)—details of that variation;
  - (e) in relation to an order lifted or withdrawn by the Minister under regulation 137C(3) or (8)—details of that lifting or withdrawal.
- (2) The Commissioner of Police must ensure that the following information in relation to a transit barring order is forwarded to the Minister as soon as is reasonably practicable:
  - (a) in relation to an order issued by a police officer under regulation 137B—the information required to be recorded under regulation 137B(5);
  - (b) in relation to an order varied or revoked by the Commissioner under regulation 137B(8)—details of that variation or revocation;
  - (c) in relation to an order issued by the Commissioner under regulation 137C—the information required under regulation 137C(5);
  - (d) in relation to an order varied by the Commissioner under regulation 137C(6)—details of that variation;
  - (e) in relation to an order lifted or withdrawn by the Commissioner under regulation 137C(3) or (8)—details of that lifting or withdrawal.

## 5—Repeal of regulation 139

Regulation 139—delete the regulation

## Schedule 1—Transitional provision

### 1—Transitional provision

- (1) A transit barring order issued to a person under regulation 139 of the principal regulations prior to the repeal of that regulation and in force immediately prior to the commencement of these regulations continues in force as a transit barring order issued under regulation 137B of the principal regulations (as amended by these regulations).
- (2) However, a person subject to a transit barring order continued in force by force of subclause (1) may not apply to have that order lifted in accordance with regulation 137E of the principal regulations (as inserted by these regulations).
- (3) In this clause—

*principal regulations* means the *Passenger Transport Regulations 2024*.

#### Editorial note—

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

### Made by the Governor

with the advice and consent of the Executive Council  
on 8 May 2025

No 18 of 2025

## STATE GOVERNMENT INSTRUMENTS

### ELECTORAL ACT 1985

#### PART 6

#### *Registration of Political Parties*

Notice is hereby given that I have on this day de-registered the political party named below following application for de-registration made under the provision of Section 44 of the Act:

Name of Party: Liberal Democratic Party

Dated: 8 May 2025

MICK SHERRY  
Electoral Commissioner

### ENERGY RESOURCES ACT 2000

#### *Application for Renewal of Associated Activities Licence—AAL 224*

Pursuant to Section 65(6) of the *Energy Resources Act 2000* and delegation dated 19 August 2024, notice is hereby given that an application for the renewal of associated activities licence (AAL) 224 over the area described below has been received from:

#### **Bass Oil Cooper Basin Pty Ltd**

The application will be determined on or after 5 June 2025.

#### *Description of Application Area*

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

Commencing at a point being the intersection of latitude 27°06'15"S GDA94 and longitude 140°20'00"E AGD66, thence east to longitude 140°20'20"E GDA94, south to latitude 27°06'35"S GDA94, east to longitude 140°20'35"E GDA94, south to latitude 27°06'45"S GDA94, east to longitude 140°20'55"E GDA94, south to latitude 27°07'10"S GDA94, east to longitude 140°21'00"E GDA94, south to latitude 27°07'35"S GDA94, east to longitude 140°21'05"E GDA94, south to latitude 27°07'55"S GDA94, east to longitude 140°21'15"E GDA94, south to latitude 27°08'15"S GDA94, east to longitude 140°21'25"E GDA94, south to latitude 27°09'00"S AGD66, west to longitude 140°21'05"E GDA94, north to latitude 27°08'25"S GDA94, west to longitude 140°20'55"E GDA94, north to latitude 27°08'00"S GDA94, west to longitude 140°20'50"E GDA94, north to latitude 27°07'45"S GDA94, west to longitude 140°20'40"E GDA94, north to latitude 27°07'10"S GDA94, west to longitude 140°20'35"E GDA94, north to latitude 27°07'00"S GDA94, west to longitude 140°20'15"E GDA94, north to latitude 27°06'50"S GDA94, west to longitude 140°20'00"E AGD66, and north to the point of commencement.

AREA: 3.12 square kilometres approximately

Dated: 5 May 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

#### *Suspension of Petroleum Exploration Licences—PELs 138, 143 and 499*

Pursuant to Section 90 of the *Energy Resources Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from 20 April 2025 to 19 July 2025 inclusive, pursuant to delegated powers dated 19 August 2024.

The expiry date of PEL 138 is now determined to be 21 June 2027.

The expiry date of PEL 143 is now determined to be 20 July 2028.

The expiry date of PEL 499 is now determined to be 31 July 2025.

Dated: 30 April 2025

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

### FISHERIES MANAGEMENT ACT 2007

#### SECTION 115

#### *Ministerial Exemption 9903348*

Take notice that pursuant to Section 115 of the *Fisheries Management Act 2007* (the Act), the holders of Marine Scalefish Fishery licences described in Schedule 1 or their registered masters and agents (hereinafter referred to as the "exemption holder") are exempt from Section 70 of the Act and Regulation 5(a) and Clause 97 of Schedule 6 of the *Fisheries Management (General) Regulations 2017* within the waters specified in Schedule 2 but only in so far as the exemption holder is permitted to use a floating haul net in waters at a depth exceeding 5 metres to take Southern Garfish (*Hyporhamphus melanochir*) as part of the research project *Deep water haul netting for Southern Garfish* (the 'exempted activity') subject to conditions specified in Schedule 3 from 7 May 2025 until 6 May 2026, unless varied or revoked earlier.

## SCHEDULE 1

Marine Scalefish Fishery licence holders:

- Andrew Pisani (M150)
- Bartholomew Butson (M335)
- Justin Cicoella (M205)
- Peter Ritter (M381)
- Shannon Gill (M154)

## SCHEDULE 2

State coastal waters within the Spencer Gulf Fishing Zone and Gulf St Vincent and Kangaroo Island Fishing Zone, excluding any netting closed areas prescribed under the *Fisheries Management (General) Regulations 2017* (other than areas exempted under this notice), and any aquatic reserves and sanctuary or restricted access zones of any marine park (unless otherwise authorised under the *Marine Parks Act 2007*).

## SCHEDULE 3

1. The exemption holder will be deemed responsible for the conduct of all persons conducting the exempted activities under this notice. Any person conducting activities under this exemption must be provided with a copy of this notice, which they must have signed as an indication that they have read and understand the conditions under it.
2. The exemption holder must only retain Southern Garfish consistent with their licence quota entitlements and legal minimum lengths prescribed within the *Fisheries Management (General) Regulations 2017*.
3. At least 48 hours before conducting activities under this Ministerial exemption, the exemption holder must notify SARDI of their intent to conduct the exempted activity on 0428 105 290 or 0498 069 714 by call or text message.
4. The exemption holder must deal with the catch, record and submit information, and other activities as outlined in the project proposal *Deep water haul netting for Southern Garfish*, or as otherwise agreed with PIRSA, including:
  - (a) SARDI Garfish Daily Data Sheets are to be accurately completed after each shot and before completing another shot, with completed data sheets sent by way of text or email to the nominated SARDI employee within 24 hours of concluding a fishing trip where fishing activity pursuant to this exemption has been undertaken. A hard copy of the completed SARDI Garfish Daily Data Sheet must be retained for a minimum 24 months from the commencement of this exemption. In this condition "concluding a fishing trip" means either when fish taken during a fishing trip leave the registered boat or when the registered boat containing fish taken during the fishing trip is removed from the water.
  - (b) Take between 20-30 randomly selected Southern Garfish from each shot, seal them in a watertight bag with a PIRSA issued tag and document that tag number on the SARDI Garfish Daily Data Sheet relevant to that shot. These Garfish are to be retained until collected by SARDI.
  - (c) Complete at least 5 fishing trips where Garfish are retained and the SARDI Garfish Daily Data Sheets are submitted from each depth range being 5-10 metres and 10-15 metres.
  - (d) In waters 5 metres or less, endeavour to complete two randomly selected shots per month where Garfish are retained and the SARDI Garfish Daily Data Sheets are submitted.
5. When fishing under this exemption, all non-noxious aquatic resources, excluding legal minimum length Garfish, must be immediately released from the net unencumbered after recording the required data on the SARDI Garfish Daily Data Sheet.
6. The exemption holder must allow an independent observer, being a SARDI or PIRSA Fisheries and Aquaculture employee, on board the registered boat at any time, including for the duration of a fishing trip being conducted under this exemption, provided that the independent observer advises the licence holder at least 24 hours prior to the observer going on board the boat.
7. An independent observer must be on board the registered vessel for at least one in the first five permitted fishing trips under this exemption and then up to one in each of the next ten permitted fishing trips for the duration of this Ministerial exemption at PIRSA's discretion.
8. The exemption holder must notify PIRSA on 1800 065 522 or by the PIRSA Fisheries Commercial Reporting Application at least 1 hour prior to engaging in the fishing activity (using the commencing an exemption report) and provide the following information;
  - the exemption number; and
  - the name of the person making the call; and
  - the port of commencement; and
  - the port of return; and
  - the region of the activity; and
  - the location of the fishing activity; and
  - the mobile number of the person making the call; and
  - the trip start date; and
  - the trip end date; and
  - the trip end time; and
  - the type of fishing activity being undertaken.
9. The exemption holder must notify PIRSA at GPO Box 1625, Adelaide SA 5001 or to [fisheries.licensing@sa.gov.au](mailto:fisheries.licensing@sa.gov.au) if there is any change to the contact, address or business details during the term of this permit.

This notice does not purport to override the provisions or operation of any other Act including, but not limited to, the *Marine Parks Act 2007* and the *National Parks and Wildlife Act 1972*. The exemption holder and their agents must comply with any relevant Regulations permits, requirements and directions from the Department for Environment and Water when undertaking activities within a marine or national park.

For the purpose of this notice, **Spencer Gulf Fishing Zone** and **Gulf St Vincent and Kangaroo Island Fishing Zone** have the same definition as described in the *Fisheries Management (Marine Scalefish Fishery) Regulations 2017*.

Dated: 6 May 2025

PROFESSOR GAVIN BEGG  
Executive Director  
Fisheries and Aquaculture

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
24 Pavlich Street, Port Pirie West SA 5540	Allotment 202 Filed Plan 189144 Hundred of Pirie	CT6150/640	\$175.00
8 Longford Crescent, Ferryden Park SA 5010	Allotment 18 Deposited Plan 4925 Hundred of Yatala	CT5353/429	\$0.00
Unit 14/9 Brian Street, Salisbury SA 5108	Strata plan 2166 Hundred Munno Para	CT5040/681	\$97.50

Dated: 8 May 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
27 Sandison Terrace, Glenelg North SA 5045	Allotment 11 Deposited Plan 2938 Hundred of Adelaide	CT5192/228
7 Peach Street, Old Reynella SA 5161	Allotment 36 Filed Plan 148874 Hundred of Noarlunga	CT5680/397
49 Alexandra Street, Prospect SA 5082	Allotment 183 Deposited Plan 1225 Hundred of Yatala	CT5400/387
25 Hillary Crescent, Modbury North SA 5092	Allotment 333 Deposited Plan 8459 Hundred of Yatala	CT5565/262
5 Woodlands Road, Athelstone SA 5076	Allotment 64 Deposited Plan 6860 Hundred of Adelaide	CT5097/896

Dated: 8 May 2025

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

## LEGAL PRACTITIONERS ACT 1981

South Australia

## Legal Practitioners (Fees) Notice 2025

under the *Legal Practitioners Act 1981*

### 1—Short title

This notice may be cited as the *Legal Practitioners (Fees) Notice 2025*.

#### Note—

This is a fee notice made in accordance with the *Legislation (Fees) Act 2019*.

### 2—Commencement

This notice has effect on the day on which it is made.

### 3—Interpretation

In these regulations, unless the contrary intention appears—

*Act* means the *Legal Practitioners Act 1981*.

### 4—Fees

The Fees specified in Schedule 1 are prescribed for the purposes of the Act.

## Schedule 1—Fees

1	For the issue or renewal of a practising certificate (other than a volunteer practising certificate)—	
	(a) for more than 6 months	\$745 fee \$234 levy
	(b) for 6 months or less	\$418 fee \$117 levy
2	Fee for the issue or renewal of a volunteer practising certificate (see LPEAC Rule 3B: Category D practising certificate)	\$103 fee \$47 levy
3	Fee to accompany written notice provided under Section 23D of the Act	\$33.50
4	Fee to accompany written notice provided under Schedule 1 Clauses 4(1) and 5(2) of the Act	\$33.50

### Signed by the Attorney-General

On 20 April 2025

#### MENTAL HEALTH ACT 2009

##### *Authorised Community Mental Health Facility*

Notice is hereby given, in accordance with Section 97A of the *Mental Health Act 2009*, that the Chief Psychiatrist has determined the following facility as an Authorised Community Mental Health Facility from 8 May 2025:

- Mt Barker Medicare Mental Health Centre Unit 9/2-4 Cameron Road, Mount Barker SA 5251.

This determination is subject to the following conditions or limitations:

- The Centre may receive patients under the *Mental Health Act 2009*—Section 56 or 57 to facilitate mental health assessment and if required safe transfer of a patient. Any ongoing health care within the Mt Barker Medicare Mental Health Centre may only be provided voluntarily.

Dated: 8 May 2025

DR JOHN BRAYLEY  
Chief Psychiatrist

#### MENTAL HEALTH ACT 2009

##### *Authorised Medical Practitioner*

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

Maxine Victoria Castillo  
Lorna Samantha Lawrence

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

Dated: 8 May 2025

DR JOHN BRAYLEY  
Chief Psychiatrist

#### MENTAL HEALTH ACT 2009

##### *Authorised Mental Health Professional*

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

Simon Angok	Abraham Madiwa
Tania Brogden	Monica McEvoy
Simon Burnside	Eliza Parker
Sheila Byrne	Kate Stepic
Vijay Conhye	Jorja Terrell
Nicholas Jones	Imaan Zariko
Melody Kenneally	

The determination will expire three years after the commencement date.

The Chief Psychiatrist may vary or revoke these determinations at any time.

Dated: 8 May 2025

DR JOHN BRAYLEY  
Chief Psychiatrist

NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS) REGULATIONS 2016

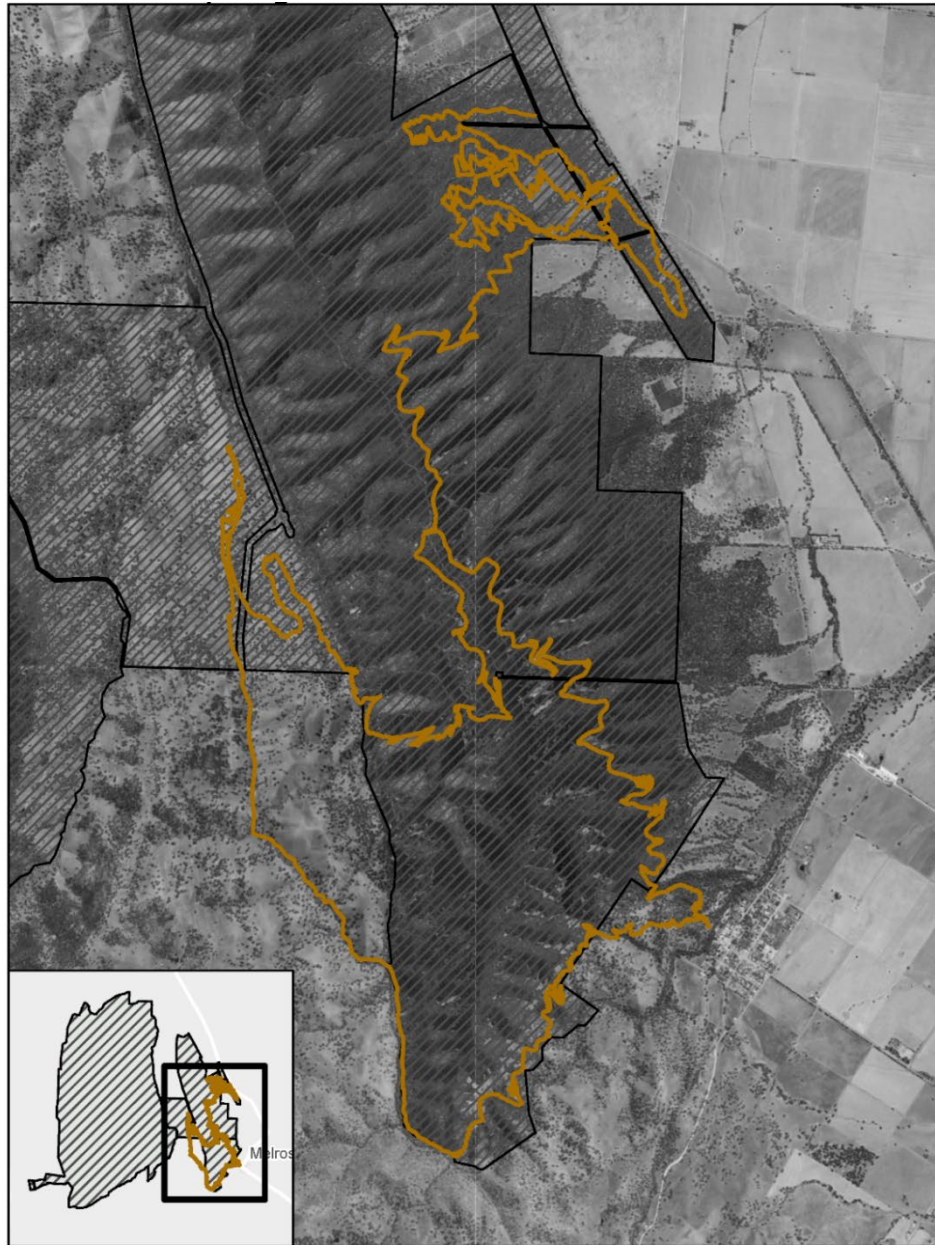
Mount Remarkable National Park

Pursuant to Regulation 9 and 10(1) of the *National Parks and Wildlife (National Parks) Regulations 2016* I, Michael Joseph Williams, Director of National Parks and Wildlife, hereby grant permission for the riding of bicycles on the below specified tracks in Mount Remarkable National Park.



Dated: 1 May 2025

M. J. WILLIAMS  
Director of National Parks and Wildlife

CYCLING TRAILS IN MOUNT REMARKABLE NATIONAL PARK



Legend

-  Willowie Forest and Epic Cycling Trails
-  Mount Remarkable National Park

© Copyright Department for Environment and Water 2025.

Although every effort has been made to ensure the accuracy of the information displayed, the Department, its agents, officers and employees make no representations, either express or implied, that the information displayed is accurate or fit for any purpose and expressly disclaims all liability for loss or damage arising from reliance upon the information displayed.

Prepared by: Department for Environment and Water  
Date exported: 10/01/2025  
Datum: GDA2020  
Projection: Lambert Conformal Conic





NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS) REGULATIONS 2016

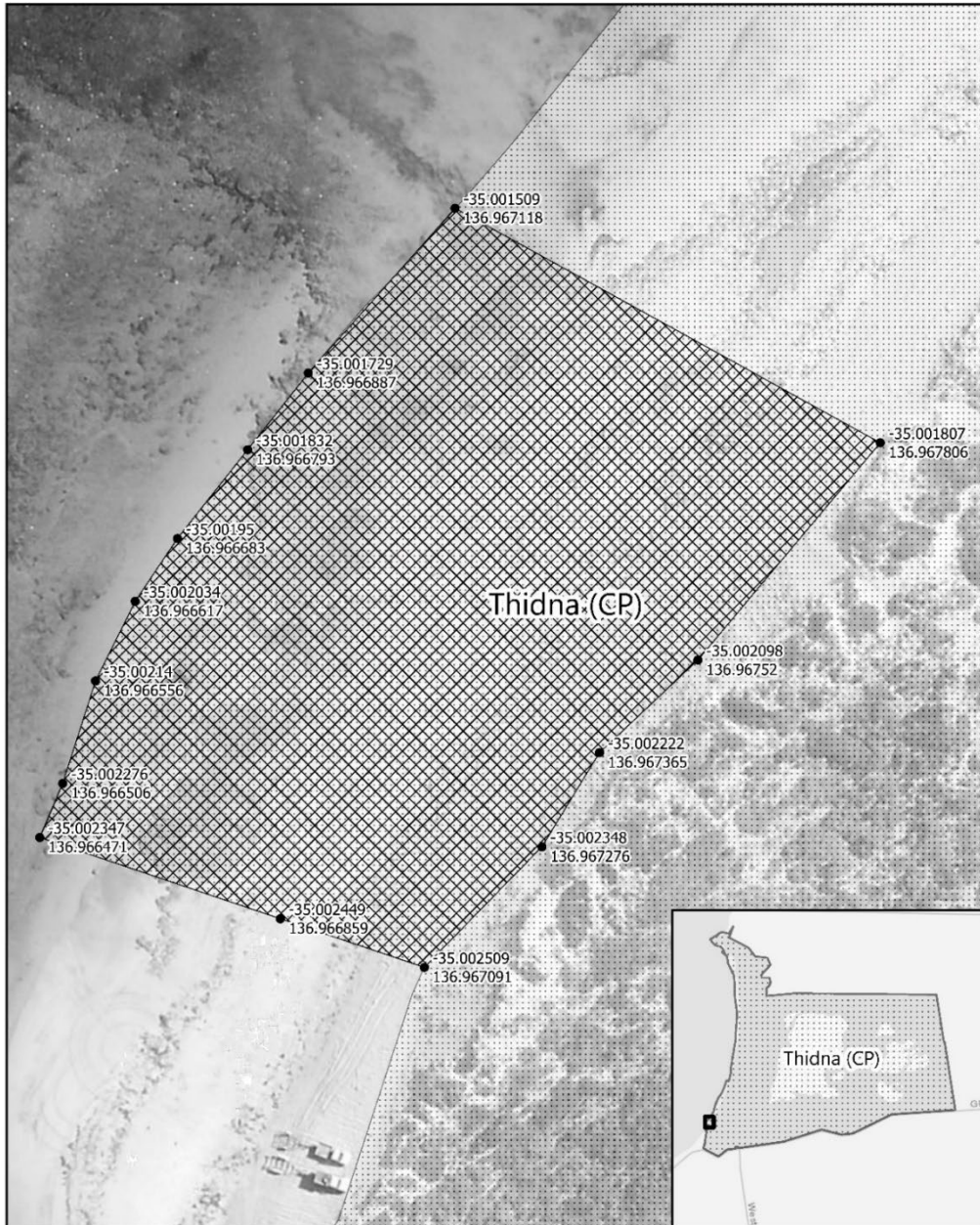
Thidna Conservation Park

Pursuant to Regulation 9, 10(1) and 13 of the National Parks and Wildlife (National Parks) Regulations 2016 I, Michael Joseph Williams, Director of National Parks and Wildlife, hereby set aside the below specified vehicle use area of Thidna Conservation Park for driving and towing of vehicles, and launching and use of vessels.

Dated: 1 May 2025

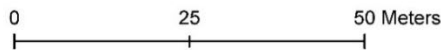
M. J. WILLIAMS  
Director of National Parks and Wildlife

VEHICLE USE AREA



Legend

- Area set aside for driving and towing of vehicles, and launching and use of vessels
- Thidna Conservation Park



© Copyright Department for Environment and Water 2024.

Although every effort has been made to ensure the accuracy of the information displayed, the Department, its agents, officers and employees make no representations, either express or implied, that the information displayed is accurate or fit for any purpose and expressly disclaims all liability for loss or damage arising from reliance upon the information displayed.

Prepared by: Department for Environment and Water  
Date exported: 21/11/2024  
Datum: GDA2020  
Projection: Lambert Conformal Conic

## NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS) REGULATIONS 2016

*Thidna Conservation Park*

Pursuant to the *National Parks and Wildlife (National Parks) Regulations 2016* I, Michael Joseph Williams, Director of National Parks and Wildlife:

*Swimming and Diving*

1. hereby grant permission, pursuant to Regulation 20(b)(ii), to any person to swim or dive in any waters in Thidna Conservation Park; and

*Fishing*

2. hereby grant permission, pursuant to Regulation 23(1), to any person to take fish from any waters in Thidna Conservation Park. This permission is conditional on compliance with all relevant legislation, including the *Fisheries Management Act 2007*.

Dated: 1 May 2025

M. J. WILLIAMS  
Director of National Parks and Wildlife

## DEPARTMENT OF THE PREMIER AND CABINET

*Retention of Title*

Her Excellency the Governor directs it to be notified that she has approved the retention of the title 'Honourable' for Mr Daniel Roy Cregan MP.

Dated: 5 May 2025

PETER MALINAUSKAS  
Premier

## PROFESSIONAL STANDARDS ACT 2004

*The Association of Consulting Surveyors National Professional Standards Scheme*

Pursuant to Section 34(2) of the *Professional Standards Act 2004*, I Kyam Maher, Attorney General for the State of South Australia, hereby extend the period for which the Association of Consulting Surveyors National Professional Standards Scheme is in force in South Australia to 30 June 2026.

Dated: 10 April 2025

HON KYAM MAHER MLC  
Attorney-General

## PROFESSIONAL STANDARDS ACT 2004

*The New South Wales Bar Association Professional Standards Scheme*

Pursuant to Section 14 of the *Professional Standards Act 2004*, I authorise the publication in the Gazette of the New South Wales Bar Association Professional Standards Scheme.

Pursuant to Section 15(1)(a) of the *Professional Standards Act 2004*, I specify 1 July 2025 as the date of commencement of the New South Wales Bar Association Professional Standards Scheme.

Dated: 10 April 2025

HON KYAM MAHER MLC  
Attorney-General

## PROFESSIONAL STANDARDS ACT 1994 (NSW)

*The New South Wales Bar Association Professional Standards Scheme**Preamble*

- A. The New South Wales Bar Association ('Bar Association') is an occupational association for the purposes of the *Professional Standards Act 1994 (NSW)* ('the Act').
- B. The scheme is prepared by the Bar Association for the purposes of limiting occupational liability to the extent to which such liability may be limited under the Act.
- C. The scheme applies to all members of the Bar Association who hold a practising certificate issued by the Council of the New South Wales Bar Association and who have professional indemnity insurance that is required under law to be held by New South Wales barristers in order to practise.
- D. The scheme will have force in New South Wales and, under the provisions for mutual recognition contained in the Act, Victoria, Western Australia, Australian Capital Territory, Northern Territory, Queensland, South Australia and Tasmania. To the extent that the scheme applies to limit liability in the other jurisdictions, it is subject to the professional standards legislation of those jurisdictions.
- E. The Bar Association has furnished the Council with a detailed list of the risk management strategies to be implemented in respect of its members, and the means by which those strategies are to be implemented.
- F. The Bar Association has furnished the Council with details of its insurance standards and professional indemnity insurance claims monitoring process. The Bar Association will not amend these insurance standards while the scheme is in force without prior approval of the Council.
- G. The Bar Association has advised its members to whom the scheme applies that they must have the benefit of a professional indemnity policy that complies with the association's insurance standards.
- H. The Bar Association has furnished the Council with details of its complaints system and discipline system.
- I. The Bar Association and its members to whom the scheme applies have undertaken to comply with all reporting obligations associated with the scheme, in furtherance of the statutory objects of improvement of the occupational standards of its members, and protection of the consumers of such members' services.

- J. The Bar Association has undertaken to remit all fees payable under the *Professional Standards Regulation 2019 (NSW)* to the Council as and when these become due.
- K. The scheme is intended to commence on 1 July 2025 and remain in force for five years from its commencement unless, prior to that time, it is revoked, its operation ceases, or it is extended.
- L. Sections 12GNA(2) of the *Australian Securities and Investments Commission Act 2001* (Cth), 137(2) of the *Competition and Consumer Act 2010* (Cth), and 1044B(2) of the *Corporations Act 2001* (Cth) provide for limited liability where a professional standards scheme is prescribed in the relevant regulation. The scheme does not apply to limit any liability under a Commonwealth law unless it has been prescribed under regulations by the Commonwealth.

#### THE NEW SOUTH WALES BAR ASSOCIATION PROFESSIONAL STANDARDS SCHEME

### 1. Occupational Association

- 1.1 The New South Wales Bar Association Professional Standards Scheme ('the scheme') is a scheme under the *Professional Standards Act 1994 (NSW)* ('the Act') prepared by the New South Wales Bar Association ('Bar Association') whose business address is: Basement Level, Selborne Chambers, 174 Phillip Street, Sydney NSW 2000.

### 2. Persons to whom the scheme applies

- 2.1 This scheme applies to all members of the Bar Association who hold a NSW barrister's practising certificate issued by the Bar Association and who have professional indemnity insurance that is required under law to be held by New South Wales barristers in order to practise.

### 3. Jurisdiction

- 3.1 The scheme applies in New South Wales.
- 3.2 In addition to New South Wales, the scheme is intended to operate in Victoria, Western Australia, Australian Capital Territory, Northern Territory, Queensland, South Australia and Tasmania in accordance with the Professional Standards Legislation of those states and territories and subject to the requirements of that legislation ('the corresponding laws'), so that references to a provision of the Act, the application of the scheme to a liability, the limit of a liability under the Act, or what constitutes occupational liability, are intended to pick up the relevant provisions of the corresponding laws, applied mutatis mutandis, to the extent that is necessary for the application of the scheme in any of those jurisdictions.

### 4. Limitation of liability

- 4.1 This scheme only affects the liability for damages arising from a cause of action to the extent to which the liability results in damages exceeding \$1,500,000.
- 4.2 If a person who is, or was, at the time of the act or omission giving rise to occupational liability, a person to whom the scheme applies, or applied, and against whom a proceeding relating to occupational liability is brought, is able to satisfy the court that such person has the benefit of an insurance policy:
- (a) of a kind which complies with the standards determined by the Bar Association,
  - (b) insuring such person against the occupational liability to which the cause of action relates, and
  - (c) under which the amount payable in respect of that occupational liability is not less than the applicable monetary ceiling specified in Clause 4.3 of this scheme,
- then that person is not liable in damages in relation to that cause of action above the monetary ceiling specified in Clause 4.3 of this scheme.
- 4.3 The monetary ceiling is \$1,500,000.
- 4.4 Clause 4.2 does not limit the amount of damages to which a person to whom the scheme applies is liable if the amount is less than the amount specified for the purpose in this scheme in relation to a person to whom the scheme applies.
- 4.5 This scheme limits the occupational liability in respect of a cause of action founded on an act or omission occurring during the period when the scheme was in force of any person to whom the scheme applied at the time the act or omission occurred.
- 4.6 Notwithstanding anything to the contrary contained in this scheme if, in particular circumstances giving rise to occupational liability, the liability of any person who is subject to this scheme is capped both by this scheme and also by any other scheme under Professional Standards Legislation (whether of this jurisdiction or under the law of any other Australian state or territory) and, if the amount of such caps should differ, then the cap on the liability of such person arising from such circumstances which is higher shall be the applicable cap.

### 5. Commencement and Duration

- 5.1 The scheme will commence:
- 5.1.1 in New South Wales, the Northern Territory, Tasmania, Western Australia, Victoria, and Queensland, on 1 July 2025; and
  - 5.1.2 in the Australian Capital Territory and in South Australia, on 1 July 2025, or such other later date, provided the date is specified in the relevant Minister's notice in relation to the scheme; or
  - 5.1.3 in all other cases, subject to the statutory provisions of each applicable jurisdiction.
- 5.2 The scheme will be in force in all applicable jurisdictions for five years from the date of its commencement in New South Wales.
- 5.3 Clause 5.2 is subject to the provisions of each jurisdiction in relation to the revocation, extension, or cessation of a scheme.

### 6. Definitions

- 6.1 Relevant definitions for the purpose of this scheme are as follows:

"corresponding laws" means the *Professional Standards Act 2003* (Vic), the *Professional Standards Act 2004* (Qld), the *Professional Standards Act 2004* (SA), the *Professional Standards Act 1997* (WA), the *Professional Standards Act 2005* (Tas), the *Professional Standards Act* (NT), and the *Civil Law (Wrongs) Act 2002* (ACT)

"court" has the same meaning as it has in the Act "damages" has the same meaning as it has in the Act

"occupational liability" has the same meaning as it has in the Act "person" means an individual or a body corporate.

## PROFESSIONAL STANDARDS ACT 2004

*The Victorian Bar Professional Standards Scheme*

Pursuant to Section 14 of the *Professional Standards Act 2004*, I authorise the publication in the Gazette of the Victorian Bar Professional Standards Scheme.

Pursuant to Section 15(1)(a) of the *Professional Standards Act 2004*, I specify 1 July 2025 as the date of commencement of the Victorian Bar Professional Standards Scheme.

Dated: 10 April 2025

HON KYAM MAHER MLC  
Attorney-General

## PROFESSIONAL STANDARDS ACT 2003 (VIC)

## THE VICTORIAN BAR PROFESSIONAL STANDARDS SCHEME

*A Scheme under the Professional Standards Act 2003 (Vic)**Preamble*

- A. The Victorian Bar Incorporated (“the Victorian Bar”) is an incorporated association constituted under the *Associations Incorporation Reform Act 2012* (Vic) and is an occupational association within the meaning of the *Professional Standards Act 2003* (Vic) (“the Act”).
- B. With effect from 1 July 2008, the Victorian Bar has had in operation the Victorian Bar Professional Standards Scheme under the Act, which expires on 30 June 2025.
- C. The Victorian Bar has applied for approval and gazettal of the Victorian Bar Professional Standards Scheme for the period 1 July 2025 to 30 June 2030 (“the Scheme”), which is prepared by the Victorian Bar for the purpose of continuing to limit occupational liability to the extent to which such liability may be limited under the Act.
- D. The Scheme applies to the persons referred to below in Clause 2.1.1, including barristers practising in Victoria and in interstate or overseas jurisdictions. The Scheme does not apply to all members of the Victorian Bar.
- E. The Scheme facilitates improvement in the standards of services provided by scheme members who provide services to the public and limits the Occupational Liability of those members.
- F. The purposes of the Victorian Bar are expressed in Clause 2 of the Victorian Bar’s Constitution and are:
  - (a) to manage, administer and develop the Victorian Bar as an independent professional association for barristers in Victoria, including by:
    - (i) setting the requirements for entry onto the Bar Roll and membership of the association;
    - (ii) making chambers available, as far as practicable;
    - (iii) providing support services; and
    - (iv) arranging continuing legal education and professional development;
  - (b) to regulate aspects of barristers’ practice (including regulation subject to delegation from the Victorian Legal Services Board) and the professional and related conduct of members;
  - (c) to promote and support the physical and mental well-being of barristers;
  - (d) to maintain a strong and independent bar in Victoria by, among other things:
    - (i) promoting the Victorian Bar, and the distinctive competencies of barristers, to users of legal services and to the community; and
    - (ii) enhancing relationships between the Victorian Bar and others (including governments, the judiciary, the broader legal profession, other professional associations and the community); and
  - (e) to promote the administration of and access to justice and to uphold the rule of law and democracy.
- G. The Scheme will have force in Victoria, New South Wales, Queensland, South Australia, Western Australia, the Northern Territory, Tasmania and the Australian Capital Territory. To the extent that the Scheme applies to limit liability in jurisdictions other than Victoria, it is subject to the professional standards legislations of those jurisdictions.
- H. The Victorian Bar furnished the Professional Standards Councils (“the Council”) with a detailed list of the risk management strategies to be implemented in respect of Victorian Bar members and the means by which those strategies are to be implemented.
- I. The Victorian Bar has furnished the Council with details of its insurance standards and professional indemnity insurance claims monitoring process. The Victorian Bar will not amend these insurance standards while the Scheme is in force without prior approval of the Council.
- J. The Victorian Bar has advised its members to whom the Scheme applies that they must have the benefit of a professional indemnity policy that complies with the Victorian Bar’s insurance standards and that they remain liable for the amount of any difference between the amount payable to a plaintiff under the policy and the monetary ceiling specified in the Scheme.
- K. The Victorian Bar has furnished the Council with details of the complaints and disciplinary system to which its members are subject, as set out in the Legal Profession Uniform Law.
- L. The Victorian Bar and its members to whom the Scheme applies have undertaken to comply with all reporting obligations associated with the Scheme, in furtherance of the statutory objects of improvement of the occupational standards of its members, and protection of the consumers of such members’ services.
- M. The Victorian Bar has undertaken to remit all fees payable under the *Professional Standards Regulations 2017* (Vic) to the Council as and when these become due.
- N. The Scheme is intended to commence on 1 July 2025 and remain in force for five years from its commencement unless, prior to that time, it is revoked, its operation ceases, or it is extended.
- O. Sections 12GNA(2) of the *Australian Securities and Investments Commission Act 2001* (Cth), 137(2) of the *Competition and Consumer Act 2010* (Cth), and 1044B(2) of the *Corporations Act 2001* (Cth) provide for limited liability where a Professional Standards Scheme is prescribed in the relevant regulation. The Scheme does not apply to limit any liability under a Commonwealth law unless it has been prescribed under regulations by the Commonwealth.

## THE VICTORIAN BAR PROFESSIONAL STANDARDS SCHEME

**1. Occupational Association**

- 1.1 The Victorian Bar Inc Professional Standards Scheme (“the Scheme”) is a scheme under the *Professional Standards Act 2003* (Vic) (“the Act”) prepared by the Victorian Bar Inc (“the Victorian Bar”). The registered address of the Victorian Bar is Level 5, Owen Dixon Chambers East, 205 William Street, Melbourne, Victoria.

**2. Persons to Whom the Scheme Applies**

- 2.1 The Scheme applies to:
- 2.1.1 the class of persons within the Victorian Bar, more particularly specified in sub-Clause 2.2 of this Scheme document; and
- 2.1.2 to persons to whom the Scheme applies by virtue of Sections 20, 21 and 22 of the Act.
- 2.2 The class of Scheme members referred to in sub-Clause 2.1.1 comprises the members of the Victorian Bar:
- (a) who hold a current Barrister’s practising certificate issued by the Victorian Legal Services Board or the Victorian Bar;
- (b) who are admitted to membership of the Scheme by resolution of the Victorian Bar Council; and
- (c) whose names remain on the Scheme register maintained by the Victorian Bar Council.
- 2.3 Participation in the Scheme is voluntary for members of the Victorian Bar. Once admitted to the membership of the Scheme, a member may notify the Victorian Bar in writing of their intention to discontinue their membership of the Scheme, in accordance with Clause 2.4.
- 2.4 A person referred to in Clause 2.1.1 may, on application, be exempted from the participation in the Scheme by the Victorian Bar with effect from the date specified by the Victorian Bar.

**3. Jurisdiction**

- 3.1 The Scheme applies in Victoria in accordance with the Act.
- 3.2 In addition to Victoria, the Scheme is intended to operate in the Australian Capital Territory, New South Wales, the Northern Territory, Queensland, South Australia, Tasmania, and Western Australia, in accordance with the professional standards legislation of those states and territories and subject to the requirements of that legislation (“the Corresponding Laws”), so that references to a provision of the Act, the application of the Scheme to a liability, the limit of a liability under the Act or what constitutes Occupational Liability are intended to pick up the relevant provisions of the Corresponding Laws, apply mutatis mutandis, to the extent that is necessary for the application of the Scheme in any of those jurisdictions as an interstate Scheme.

**4. Limitation of Liability**

- 4.1 This Scheme only affects the liability for Damages from a single cause of action to the extent to which the liability results in Damages exceeding \$2 million.
- 4.2 If a person who is, or was, at the time of the act or omission giving rise to Occupational Liability, a person to whom the Scheme applies, or applied, and against whom a proceeding relating to Occupational Liability is brought, is able to satisfy the court that such person has the benefit of an insurance policy:
- (a) of a kind which complies with the standards determined by the Victorian Bar;
- (b) insuring such person against the Occupational Liability to which the cause of action relates; and
- (c) under which the amount payable in respect of that Occupational Liability is not less than the applicable monetary ceiling specified in Clause 4.3 of this Scheme,
- then the person is not liable in Damages in relation to that cause of action above the monetary ceiling specified in Clause 4.3 of this Scheme.
- 4.3 The monetary ceiling is \$2 million.
- 4.4 Clause 4.2 does not limit the amount of Damages to which a person to whom the Scheme applies is liable, if the amount is less than the amount specified for the purpose in this Scheme in relation to a person to whom the Scheme applies.
- 4.5 The Scheme limits the Occupational Liability in respect of a cause of action founded on an act or omission during the period when the Scheme was in force of any person to whom the Scheme applied at the time the act or omission occurred.
- 4.6 Notwithstanding anything to the contrary contained in this Scheme, if, in particular circumstances giving rise to Occupational Liability, the liability of any person who is subject to this Scheme should be capped both by this Scheme and also by another scheme under the professional standards legislation (whether of this jurisdiction or under the law of any other Australian state or territory) and, if the amount of such caps should differ, then the cap on the liability of such person arising from such circumstances which is higher will be the applicable cap.
- 4.7 A reference in Clause 4.2 to the amount payable under an insurance policy in respect of Occupational Liability includes a reference to:
- (i) defence costs payable in respect of a claim, or notification that may lead to a claim (other than reimbursement of the defendant for time spent in relation to the claim), but only if those costs are payable out of the one sum insured under the policy in respect of the Occupational Liability; and
- (ii) the amount payable in relation to the policy by way of excess.

**5. Conferral of Discretionary Authority**

- 5.1 The Victorian Bar has discretionary authority, on application by a person referred to in Clause 2.1.1, to specify in relation to that person a higher maximum amount of liability than would otherwise apply under the Scheme in relation to that person, either in all cases or in any specified case or class of case.

**6. Commencement and Duration**

- 6.1 The Scheme will commence:
- (a) in Victoria, New South Wales, the Northern Territory, Tasmania, Western Australia, Victoria and Queensland, on 1 July 2025; and
- (b) in the Australian Capital Territory and in South Australia, on this same date, or such other later date, provided the date is specified in the relevant Minister’s notice in relation to the Scheme; or
- (c) in all other cases, subject to the statutory provisions of each applicable jurisdiction.
- 6.2 The Scheme will remain in force in all applicable jurisdictions for five years from the date of its commencement in Victoria.
- 6.3 Clause 6.2 is subject to the provisions of the Act or the Corresponding Laws of each jurisdiction in relation to the revocation, extension, or cessation of a scheme.

## 7. Definitions

7.1 Relevant definitions for the purpose of this Scheme are as follows:

“Barrister” means an Australian legal practitioner who engages in legal practice solely as a barrister pursuant to Sections 43 and 47(1)(b) of the LPUL, and whose Australian practising certificate is subject to a condition that the holder is authorised to engage in legal practice as or in the manner of a barrister only;

“Corresponding Laws” means the *Professional Standards Act 1994* (NSW); the *Professional Standards Act 2004* (Qld); the *Professional Standards Act 2004* (SA), the *Professional Standards Act 1997* (WA), the *Professional Standards Act 2005* (Tas), the *Professional Standards Act 2004* (NT), and the *Civil Law (Wrongs) Act 2002* (ACT).

“Damages” has the same meaning as it has in the Act;

“Legal services” means work done, or business transacted, in the ordinary course of legal practice;

“LPUL” means the Legal Profession Uniform Law (Victoria), being Schedule 1 of the *Legal Profession Uniform Law Application Act 2014* (Vic);

“Occupational Liability” has the same meaning as it has in the Act;

“Scheme register” means the register of members to whom the Scheme applies maintained by the Victorian Bar Council;

“the Act” means the *Professional Standards Act 2003* (Vic) as amended from time to time.

---

### PROFESSIONAL STANDARDS ACT 2004

#### *The Western Australian Bar Association Professional Standards Scheme*

Pursuant to Section 14 of the *Professional Standards Act 2004*, I authorise the publication in the Gazette of the Western Australian Bar Association Professional Standards Scheme.

Pursuant to Section 15(1)(a) of the *Professional Standards Act 2004*, I specify 1 July 2025 as the date of commencement of the Western Australian Bar Association Professional Standards Scheme.

Dated: 10 April 2025

HON KYAM MAHER MLC  
Attorney-General

---

### PROFESSIONAL STANDARDS ACT 1997 (WA)

#### THE WESTERN AUSTRALIAN BAR ASSOCIATION PROFESSIONAL STANDARDS SCHEME

##### *Preamble*

- A. The Western Australian Bar Association (**Association**) is an occupational association for the purposes of the *Professional Standards Act 1997* (WA) (**the Act**).
- B. The scheme is prepared by the Association for the purposes of limiting occupational liability to the extent to which such liability may be limited under the Act.
- C. The scheme applies to members of the Association who are based in and practise as independent barristers in Western Australia.
- D. The scheme will have force in Western Australia, New South Wales, Victoria, Queensland, South Australia, the Australian Capital Territory, the Northern Territory and Tasmania. To the extent that the scheme applies to limit liability in other jurisdictions, it is subject to the professional standards legislation of those jurisdictions.
- E. The Association has furnished the Council with a detailed list of the risk management strategies to be implemented in respect of its members, and the means by which those strategies are to be implemented.
- F. The Association has furnished the Council with details of its insurance standards and professional indemnity insurance claims monitoring process. The Association will not amend these insurance standards while the scheme is in force without prior approval of the Council.
- G. The Association has advised its members to whom the scheme applies that they must have the benefit of a professional indemnity policy that complies with the Association’s insurance standards and that they remain liable for the amount of any difference between the amount payable to a plaintiff under the policy and the monetary ceiling specified in the scheme.
- H. The Association has furnished the Council with details of its complaints system and discipline system.
- I. The Association and its members to whom the scheme applies have undertaken to comply with all reporting obligations associated with the scheme, in furtherance of the statutory objects of improvement of the occupational standards of its members, and protection of the consumers of such members’ services.
- J. The Association has undertaken to remit all fees payable under the *Professional Standards Regulations 1998* (WA) to the Council as and when these become due.
- K. The scheme is intended to commence on 1 July 2025 and remain in force for 5 years from its commencement unless, prior to that time, it is revoked, its operation ceases, or it is extended.
- L. Sections 12GNA(2) of the *Australian Securities and Investments Commission Act 2001* (Cth), 137(2) of the *Competition and Consumer Act 2010* (Cth), and 1044B(2) of the *Corporations Act 2001* (Cth) provide for limited liability where a professional standards scheme is prescribed in the relevant regulation. The scheme does not apply to limit any liability under a Commonwealth law unless it has been prescribed under regulations by the Commonwealth.

#### THE WESTERN AUSTRALIAN BAR ASSOCIATION PROFESSIONAL STANDARDS SCHEME

### 1. Occupational Association

- 1.1 The Western Australian Bar Association Professional Standards Scheme (**the scheme**) is a scheme under the *Professional Standards Act 1997* (WA) (**the Act**) prepared by the Association, whose business address is Level 16, Allendale Square, 77 St Georges Terrace, Perth, Western Australia.



## 2. Persons to Whom the Scheme Applies

- 2.1 The scheme applies to all Members of the Association, being those members who are based in and practice as independent barristers in Western Australia as provided under Clause 4 of the Association's Constitution. The scheme does not apply to:
  - (a) Members to whom an exemption is granted by the Association's Bar Council under Clause 2.2;
  - (b) Interstate Members; and
  - (c) Honorary, Judicial, Magistrate or Ex Officio Members.
- 2.2 A person referred to in Clause 2.1 may, on application, be exempted from participation in the scheme by the Association with effect from the date specified by the Association on or after the date on which the exemption is granted.
- 2.3 The Association may, upon application by a Member, revoke an exemption of that person from participation in the scheme with effect from a date specified by it.
- 2.4 This scheme also applies to all persons to whom the scheme applied under Clause 2.1 at the time of any act or omission, giving rise to occupational liability.

## 3. Jurisdiction

- 3.1 The scheme applies in Western Australia.
- 3.2 In addition to Western Australia, the scheme is intended to operate in New South Wales, Victoria, Queensland, South Australia, the Australian Capital Territory, the Northern Territory and Tasmania in accordance with the Professional Standards Legislation of those states and territories and subject to the requirements of that legislation ("the corresponding laws"), so that references to a provision of the Act, the application of the scheme to a liability, the limit of a liability under the Act, or what constitutes occupational liability, are intended to pick up the relevant provisions of the corresponding laws, applied mutatis mutandis, to the extent that is necessary for the application of the scheme in any of those jurisdictions.

## 4. Limitation of Liability

- 4.1 This scheme only affects the liability for damages arising from a single cause of action to the extent to which the liability results in damages exceeding \$500,000.
- 4.2 If a person who is, or was, at the time of the act or omission giving rise to occupational liability, a person to whom the scheme applies, or applied, and against whom a proceeding relating to occupational liability is brought, is able to satisfy the court that such person has the benefit of an insurance policy:
  - (a) of a kind which complies with the standards determined by the Association,
  - (b) insuring such person against the occupational liability to which the cause of action relates, and
  - (c) under which the amount payable in respect of that occupational liability is not less than the applicable monetary ceiling specified in Clause 4.3 of this scheme,then that person is not liable in damages in relation to that cause of action above the monetary ceiling specified in Clause 4.3 of this scheme.
- 4.3 The monetary ceiling is \$ 2 million.
- 4.4 Clause 4.2 does not limit the amount of damages to which a person to whom the scheme applies is liable if the amount is less than the amount specified for the purpose in this scheme in relation to a person to whom the scheme applies.
- 4.5 This scheme limits the occupational liability in respect of a cause of action founded on an act or omission occurring during the period when the scheme was in force of any person to whom the scheme applied at the time the act or omission occurred.
- 4.6 Notwithstanding anything to the contrary contained in this scheme if, in particular circumstances giving rise to occupational liability, the liability of any person who is subject to this scheme is capped both by this scheme and also by any other scheme under Professional Standards Legislation (whether of this jurisdiction or under the law of any other Australian state or territory) and, if the amount of such caps should differ, then the cap on the liability of such person arising from such circumstances which is higher shall be the applicable cap.

## 5. Conferral of Discretionary Authority

- 5.1 The Association has discretionary authority, on application by a person referred to in Clause 2.1, to specify in relation to that person a higher maximum amount of liability than would otherwise apply under the scheme, in all cases or in any specified case or class of case.

## 6. Commencement and Duration

- 6.1 The scheme will commence:
  - 6.1.1 in Western Australia, New South Wales, Victoria, Queensland, the Northern Territory and Tasmania, on 1 July 2025; and
  - 6.1.2 in the Australian Capital Territory and in South Australia, on this same date, or such other later date, provided the date is specified in the relevant Minister's notice in relation to the scheme; or
  - 6.1.3 in all other cases, subject to the statutory provisions of each applicable jurisdiction.
- 6.2 The scheme will be in force in all applicable jurisdictions 5 years from the date of its commencement in Western Australia.
- 6.3 Clause 6.2 is subject to the provisions of each jurisdiction in relation to the revocation, extension, or cessation of a scheme.

## 7. Definitions

- 7.1 Relevant definitions for the purpose of this scheme are as follows:
  - "corresponding laws" means the *Professional Standards Act 1994* (NSW), *Professional Standards Act 2003* (Vic), the *Professional Standards Act 2004* (Qld), the *Professional Standards Act 2004* (SA), the *Professional Standards Act 2005* (Tas), the *Professional Standards Act 2004* (NT), and the *Civil Law (Wrongs) Act 2002* (ACT);
  - "court" has the same meaning as it has in the Acts;
  - "damages" has the same meaning as it has in the Act;
  - "occupational liability" has the same meaning as it has in the Act;
  - "person" means an individual or a body corporate.

## ROAD TRAFFIC ACT 1961

*Authorisation to Operate Breath Analysing Instruments*

I, Grant Stevens, Commissioner of Police, do hereby notify that on and from 28 April 2025, the following persons were authorised by the Commissioner of Police to operate breath analysing instruments as defined in and for the purposes of the:

- *Road Traffic Act 1961*;
- *Harbors and Navigation Act 1993*;
- *Security and Investigation Industry Act 1995*; and
- *Rail Safety National Law (South Australia) Act 2012*.

PD Number	Officer Name
11062	ASHWOOD, Cooper William
11349	BERRY, Emma Rose
12089	CARTER, Robyn Marie
14810	FLETCHER, Aydan Tomhas
14786	GARDESENNI, Anja Mody
57361	MACPHERSON, Elisabeth Anne
10293	PATTERSON, Blake Thomas
15054	PORTER, Terry Brent Andrew
76594	SCOTT, Kirsty Jane
11074	SEARLES, Jacob Ryan

Dated: 8 May 2025

GRANT STEVENS  
Commissioner of Police

Reference: 2025-0029

## SOUTH AUSTRALIA FIRE AND EMERGENCY SERVICES ACT 2005

## SECTION 116

*Establishment of a South Australian State Emergency Service (SASES) Unit*

Notice is hereby given pursuant to Part 5, Division 4, Section 116 (1) (a) of the *South Australia Fire and Emergency Services Act 2005*, that the Chief Officer establishes a new SASES unit and designates the title:

Gawler SES Unit,

Effective 1 June 2025

Dated: 7 May 2025

C. BEATTIE  
Chief Officer

## SOUTH AUSTRALIAN SKILLS ACT 2008

*Part 4—Apprenticeships, Traineeships and Training Contracts*

Pursuant to the provision of the *South Australian Skills Act 2008*, the South Australian Skills Commission (SASC) gives notice that determines the following qualification and training contract conditions for Trades or Declared Vocations, in addition to those published in past Gazette notices.

*Trade/#Declared Vocation/ Other Occupation	Qualification Code	Qualification Title	Nominal Term of Training Contract	Probationary Period	Supervision Level Rating
Make Up Artist#	SHB30221	Certificate III in Make-Up	24	60	H
<b>Conditions</b>	Nil				
Hair or Beauty Salon Manager#	SHB50216	Diploma of Salon Management	24	60	H
<b>Conditions</b>	Not suitable for a school-based traineeship				

Dated: 8 May 2025

COMMISSIONER CAMERON BAKER  
Chair of the South Australian Skills Commission

## WATER INDUSTRY ACT 2012

*Standard Contract and Standard Terms and Conditions of Retail Services*

The following Standard Contract including standard terms and conditions for the sale and supply of retail services is published pursuant to Section 36 of the *Water Industry Act 2012*.

Dated: 2 May 2025

DAVID RYAN  
Chief Executive  
South Australian Water Corporation



## STANDARD CUSTOMER CONTRACT

**1. Parties**

This document constitutes a **contract** between:

South Australian Water Corporation (SA Water)  
250 Victoria Square  
Adelaide SA 5000  
(referred to in this **contract** as **we, our** or **us**)

and

You, the **customer**, as defined in Annexure A (referred to as **you** or **your**).

**2. Application**

2.1 Who does this contract apply to?

- (a) all existing **customers**, being **residential customers**, **non-residential customers** and **country lands customers** that currently receive **our retail service**;
- (b) **customers** applying for a connection in accordance with **our Connections Policy**;
- (c) **customers** who currently receive, or will receive upon successful connection, **our retail service** with **special characteristics** relevant to the provision of that **retail service**.

2.2 Who does this contract not apply to?

This contract does not apply where:

- (a) we provide a non-standard retail service; or
- (b) prior to the commencement of this **contract**, **you** were a **non-residential customer** receiving a **retail service** from **us** pursuant to the existing written agreement.

**3. Description of a Retail Service**

3.1 This **contract** covers the supply by **us** of a **retail service** to **customers** connected to **our network** or **customers** who apply to be so connected. The **retail service** comprises any of the following:

- (a) a **water retail service**; and/or
- (b) a **sewerage retail service**.

3.2 A **water retail service** comprises **drinking water** and/or **non-drinking water** supplied to **you** by **our water reticulation network** and, where applicable, a **dual reticulation recycled water service**.

3.3 **sewerage retail service** comprises a service to remove **domestic waste** from **your supply address** via **our sewerage reticulation network**.

3.4 We may reclassify a **customer** as a **residential customer** or a **non-residential customer** in relation to a **supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

3.5 We will provide **your retail service** in accordance with all **applicable regulatory instruments**.

**4. Term**

4.1 **When does this contract start?**

- (a) If you are an existing **customer**, this **contract** commences when it is published in accordance with Section 36 of the **Act**.
- (b) If you are a new **customer**, this **contract** starts on the date **you** apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- (c) If you are a person who becomes the registered proprietor of a **supply address** this **contract** commences upon transfer of ownership of that **supply address** to you.

4.2 **When does this contract end?**

- (a) This **contract** ends when it is terminated in accordance with Clause 18.1 and 18.2 of this **contract**.
- (b) If **you** do not give **us** safe and unhindered access to the **supply address** to conduct a final **meter** reading (where relevant), this **contract** will not end under Clause 4.2(a) until **we** have issued **you** a final bill and **you** have paid any outstanding amount owed to **us** under this **contract**.
- (c) **Our** rights and obligations accrued before the end of this **contract** continue despite the end of this **contract**, including **our** right to require **you** to pay amounts due to **us**.
- (d) **Your** right to dispute a bill under Clause 12 and recover amounts **we** have overcharged **you** in accordance with Clause 13 continues despite the end of this **contract**.

**5. Your General Obligations**

5.1 **Infrastructure**

- (a) You must maintain all infrastructure on **your** side of the **connection point**.
- (b) If installation of internal infrastructure at **your supply address** is reasonably required in order for us to provide you a **retail service**, then **you** must provide that infrastructure in compliance with all **applicable regulatory instruments**.

5.2 **Meters**

- (a) Unless **we** agree otherwise, **we** will install a **meter** on **your supply address** of a size and in a location determined by **us** and in accordance with **our Connections Policy** to measure the quantity of **water** we supply to **you**.
- (b) Separate **meters** are required for the provision of **water** and **recycled water**.

### 5.3 Ownership of the water meter

- (a) The **meter** is **our** property and includes the outlet riser of the **meter** to **your** property, inlet riser, stop tap and associated fittings.
- (b) You must not use the stop tap to control **water** and/or **recycled water** at the **supply address** unless that stoppage is reasonably necessary to undertake required temporary repairs to **your** infrastructure or to deal with an emergency.
- (c) **We** do not accept responsibility for damage or loss including **water** and/or **recycled water** as a result of stop tap malfunctions unless that damage or loss is caused by **our** negligence. An isolation valve should be installed to **your** internal pipework by a licensed plumber if **you** wish to control the **water** and/or **recycled water** supply at **your supply address**.
- (d) You must protect the **meter** from accident or damage and charges apply for the replacement of a damaged or lost **meter** and/or fittings.

### 5.4 Right to enter

- (a) **We** have, together with **our** employees and contractors, the right to enter **your** property to read the **meter** located at **your supply address** or to perform planned or unplanned maintenance to **our** infrastructure located at **your supply address**, in each case in accordance with Sections 44 and 45 of the **Act**.
- (b) You must keep the **meter** clear from obstruction and ensure **we** can safely and conveniently access and read the **meter** at **your supply address**.

### 5.5 Accuracy of water meters

- (a) If **you** believe **your meter** is not accurately recording **your water** and/or **recycled water** usage **you** may request that **we** test **your meter**.
- (b) If the **meter** is found to be within the 5% limits for reasonable accuracy (i.e. +/- 5%) **your** current bill stands, and **you** will be charged a **meter** testing fee (please refer to **our Fees and Charges Schedule** available on **our** website).
- (c) the **meter** is found to be over-recording outside of the reasonable limits referred to in Clause 5.5(b) then:
  - (i) the **meter** testing fee will not be charged, and
  - (ii) in accordance with Clause 13 (b) **we** will credit your next bill or if requested, provide you with a refund for the percentage amount for which the **meter** has been over-recording for a period of 12 months prior to the replacement of **your meter**.
- (d) If **your meter** is found to be under-recording, **we** may recover under-charged amounts from **you** using the estimation methodology referred to in Clause 10.4 but subject to the limits expressed in Clause 14(b).
- (e) If **your meter** is found, by **us**, to be within the acceptable limits but **you** still believe the **meter** is inaccurate **you** have the right to request that **we** have the **meter** independently tested (by an accredited laboratory). This will be at your cost. If the **meter** is found by such test to be over-recording outside the reasonable limits referred to in Clause 5.5(b) **we** will credit the **meter** testing fees and provide you with a credit on your next bill or a refund if requested, for the percentage amount for which the **meter** has been over-recording for a period of 12 months prior to the replacement of **your meter**.

### 5.6 Dual reticulation recycled water service supply obligations

With regard to a **dual reticulation recycled water service**:

- (a) **You** must not take **recycled water** from the **dual reticulation recycled water network** at **your supply address** other than in accordance with this **contract**.
- (b) **You** must only use **recycled water** for purposes as set out in **our** Using Recycled Water at Home Guide available on **our** website.
- (c) **You** are permitted to use **recycled water** at **your supply address** only. **You** are not permitted, without **our** prior written consent, to supply **recycled water** to any other person or property.
- (d) The **dual reticulation recycled water network** downstream of the **connection point** must, at **your** cost, comply at all times with all provisions and directions under the **applicable regulatory instruments** or any other law relating to standards of work, materials, and plumbing.
- (e) **You** must ensure that the **water reticulation network** at **your supply address** is independent of the **dual reticulation recycled water network** at **your supply address** and any other alternate water system (e.g. rain water).
- (f) If **your** internal pipework or other on-property plumbing infrastructure does not meet plumbing standard AS/NZS3500.1:2021 (as amended or replaced from time to time), **we** may suspend **your** supply of **recycled water** until **we** are satisfied that the defects are remedied.
- (g) If **we** reasonably consider that it is necessary to minimise the risk of cross-contamination of **your** infrastructure downstream of the **connection point** (even if **recycled water** is no longer used at **your supply address**) **we** may require **you** to conduct inspections and audits of **your** plumbing infrastructure on a five-yearly basis and at transfer of ownership of a **supply address** at **your** cost, performed by a licensed plumber. **We** may require **you** to forward to **us** evidence of the successful completion of an inspection or audit.

### 5.7 Secondary supplies

**You** may not supply another **customer** or property with a **retail service** without express permission from **us**.

## 6. Connections

- 6.1 **We** will, on formal request from **you**, connect **your supply address** to the relevant **network** in order to provide **you** with a **retail service** in accordance with **our Connections Policy**.
- 6.2 **Fees and charges** for connections apply and will be determined in accordance with **our Connections Policy**. **You** will be advised of the **fees and charges** relevant to **your** connection.
- 6.3 **You** must obtain all necessary approvals from relevant authorities for the laying and maintaining of any infrastructure required to connect to **our** network as per the **Connections Policy**.
- 6.4 **We** will use **our best endeavours** to install connections in line with the **regulatory service standards**.
- 6.5 In accordance with **our Connections Policy**, in some areas:
  - (a) **you** may be required to implement additional water, recycled water, or sewerage infrastructure in order to receive a **retail service** at **your supply address**; and/or
  - (b) a **retail service** may not be available to **you** at **your supply address**; and /or
  - (c) a **retail service** may not be available to **you** at **your supply address** however, a **retail service** with **special characteristics** may be available. This **retail service** with **special characteristics** will be provided under, and in accordance with, the terms of this **contract**.

- 6.6 We will notify you upon assessment of your application for connection if any of the conditions in Clause 6.5 apply to you.
- 6.7 In accordance with our **Connections Policy** where a connection is required in order to provide you with a **retail service**, you must fund, or part fund in agreement with us, any extension or augmentation of the **network** required to connect your **supply address**. These works must be paid for and completed prior to the commencement of the sale and supply of a **retail service** to you.
- 6.8 In accordance with our **Connections Policy** where you have made a request for a **retail service**, we may not be able to deliver that **retail service**, if the **retail service** is not available at the **supply address** or if the **network** does not have the capacity to deliver the **retail service**.

## 7. Obligations

### 7.1 Water retail service—quality

- (a) Where your **water retail service** comprises **drinking water**, we will provide that **drinking water** in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) Our obligation mentioned in Clause 7.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this **contract**.
- (c) Where your **water retail service** comprises **non-drinking water** (including **recycled water**) we will provide such a **water retail service** on the basis that such **water** is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a **water retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other **applicable regulatory requirements** applicable to **non-drinking water**.
- (d) We may need to reclassify your **water retail service** from **drinking water** to **non-drinking water** or vice versa for various reasons in accordance with **applicable regulatory instruments**. We will notify you if this occurs.

### 7.2 Water retail service—reliability

- (a) We will use our **best endeavours** to provide you with a water flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without provision of additional on-site infrastructure. You assume the responsibility of providing such additional water infrastructure.
- (b) We will notify you under Clause 7.4 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

### 7.3 Sewerage retail service—reliability

- (a) If you are connected to our **sewerage reticulation network**, then we will use our **best endeavours** to provide you with a **sewerage retail service** to meet your reasonable needs for the discharge of **domestic waste** in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) We will use our **best endeavours** to ensure that there are no **sewer overflows** at the **supply address** due to a failure in the **sewerage reticulation network**. In the event of **sewer overflow** due to our negligence, we will use our **best endeavours** to ensure that inconvenience to you is minimised and the affected area is reasonably cleaned up at our cost.
- (c) If a blockage in the **sewerage retail service** occurs in the pipework at the **supply address**, that is, from your side of the connection, you are responsible for the repairs.
- (d) If a blockage in the **sewerage retail service** occurs within our **sewerage reticulation network**, that is from the supply side of the connection, we will clear the blockage at our cost unless and to the extent you have contributed to the blockage occurring. If you have contributed to the blockage, you will be liable to pay us for the proportion of the costs reasonably determined by us to be attributable to your contribution to the blockage.
- (e) You are not permitted to discharge **restricted wastewater** into our **sewerage reticulation network** under this **contract**.

### 7.4 Retail service with special characteristics

- (a) If, prior to the commencement of this **contract**, you were a customer that we supplied a **retail service** to with **special characteristics**, whether under a separate agreement or without a formal agreement in place, this **contract** will now apply to the provision of that **retail service** and the **special characteristics** applicable to that **retail service** will continue to apply.
- (b) We will advise you of the **special characteristics** of the **retail service** applicable to you under this **contract**. For existing **customers**, we will advise you on commencement of this **contract**. For new **customers** we will advise you upon assessment of an application by you for a **retail service** under this **contract**.

## 8. Interruptions

### 8.1 Interruptions to a retail service

We may interrupt the supply of your **retail service** in the following instances:

- (a) for maintenance;
- (b) for repair;
- (c) for augmentations to the **network**;
- (d) in the event of emergencies; or
- (e) for health and safety reasons.

### 8.2 Unplanned interruptions

- (a) In the event of main breaks, leaks, blockages, and spills in respect of our **network**, we will use our **best endeavours** to restore your **retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.
- (b) In the event of an unplanned interruption to your **water retail service** which results in an extended outage of the provision by us to you of **drinking water**, we will use our **best endeavours** to supply you with alternative drinking water supplies where required by you.
- (c) In the event of an unplanned interruption to your **water retail service**, we will use our **best endeavours** to ensure damage or inconvenience to you is minimised. We will compensate you for any loss, damage or injury occurring at your **supply address** as a result of a main break, leak, blockage, or spill occurring within our **network** to the extent caused by our negligence. However, you also have a responsibility to take reasonable steps to minimise any damage or injury that may occur.

### 8.3 Planned interruptions

We will use **our best endeavours** to provide **you** with at least **4 business days'** notice prior to planned works that will cause an interruption to **your retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

### 8.4 Water restrictions

We may also be required to interrupt, limit or place conditions upon your water retail service in accordance with a decision or direction by a relevant South Australian Minister or the Government of South Australia.

### 8.5 Illegal use of a retail service

- (a) If **you** are found to be illegally using **our retail service**, or otherwise consuming **our retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** or take debt recovery action against **you** for the under-charged or uncharged amounts.
- (b) By illegally using **our retail service**, Clause 11.1 and 11.4 will not apply to **you**.

## 9. Fees and Charges

### 9.1 Obligation on customer to pay account

- (a) In consideration of **us** providing **you** the **retail service**, **you** agree to pay **us** the **fees and charges**.
- (b) The rate at which **your retail service** will be charged is set out in **our Fees and Charges Schedule**.

### 9.2 Changes in fees and charges

- (a) **We** have the right to change **our fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to **you** will be re-published in the Gazette in accordance with Section 36 of the **Act** and will appear on **our** website.

### 9.3 Changes in tariff types or rates

- (a) Where the **land use code** applicable to **your supply address** changes **we** may require **you** to transfer to a different tariff.
- (b) **You** will be notified of the new tariff or rate applicable, retrospectively on **your** next bill.
- (c) Where this occurs within a billing cycle, **we** will calculate on a pro-rata basis using:
  - (i) the old tariff or rate up to and including the effective date for the change; or
  - (ii) the new tariff or rate from the effective date to the end of the billing cycle.

### 9.4 GST

- (a) Amounts specified in the **Fees and Charges Schedule**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 9.4(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by **you** under this **contract** is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 10. Billing

### 10.1 Billing cycle

- (a) **We** will use **our best endeavours** to issue **you** a bill at least quarterly.
- (b) **We** may require **you** to enter into a shortened collection cycle that differs from Clause 10.1(a) above provided **we** advise **you** in writing of the terms of the arrangement and do so in accordance with **applicable regulatory instruments**.

### 10.2 Billing address

- (a) **We** will issue a bill to **you** at the **supply address** advised under Clause 6.1 unless **you** subsequently nominate another address.
- (b) It is **your** responsibility to advise **us** of any change in billing address, or pending change in billing address, prior to the issue of **your** next bill.

### 10.3 Basis for bills

- (a) **We** will base **your** bill for a **water retail service** that is metered on:
  - (i) an actual reading of the relevant **meters** at **your supply address** determined in accordance with **applicable regulatory instruments**;
  - (ii) on metering data provided for the relevant **meters** at **your supply address** determined in accordance with **applicable regulatory instruments**;
  - (iii) on a meter reading provided by you. **We** will require a photo of the meter clearly showing the meter number, meter dial and date stamp. **We** will review the reading against previous actual reads taken at the property;
  - (iv) an estimation of the usage of a **retail service** used by **you** determined in accordance with **our** estimating system approved by **ESCOSA**; and

**we** will use **our best endeavours** to ensure that there is an actual read of relevant **meters** at **your supply address**, at least once every 12 months.

- (b) Where **you** share a single **meter** at the **supply address** with one or more other **customers** a single bill will be issued under this **contract** to be dealt with under the external arrangements of those **customers**. Where those **customers** collectively request us to do otherwise, **we** will apportion the **water** use on a basis approved by **ESCOSA** and issue separate bills to each **customer** receiving a supply from the single **meter**.
- (c) If **you** are a **customer** to whom Clause 10.3(b) above applies and **you** request **us** to apportion your bill, and **we** are able to bill all **customers** separately, **we** will:
  - (i) apportion the consumption of the water retail service across the **customers** supplied through that **meter** on a basis approved by **ESCOSA**; and
  - (ii) provide separate bills to each individual **customer** if requested.
- (d) **We** will calculate **your** bill for a **water retail service** that is unmetered in accordance with an estimation system approved by **ESCOSA**.
- (e) **We** will base **your** bill for a **sewerage retail service** on the provisions of any applicable price determination and/or **applicable regulatory instruments**.

#### 10.4 Estimation as basis for bills

- (a) We may issue **you** with an estimated bill:
  - (i) based on an estimation of the usage of the relevant **retail service** by **you** in accordance with **applicable regulatory instruments**; or
  - (ii) where the estimation system to be used has been approved by the **ESCOSA**, based on:
    - (A) **your** reading of the relevant **meters**; or
    - (B) **your** prior usage history at that **supply address**; or
    - (C) where **you** do not have a prior usage history at that **supply address**, the average usage by a comparable **customer** over the corresponding period.
- (b) When we issue **you** with an estimated bill, we will publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the **meter**.

#### 10.5 Adjustments to bills subsequent to an estimated bill

- (a) Where we provide **you** with an estimated bill under Clause 10.4 and the **meter** is subsequently read, we will include an adjustment on the next bill to take account of the actual **meter** reading.
- (b) Where **you** have denied access to a **meter** for the purpose of reading that **meter** and subsequently request us to replace an estimated bill with a bill based on a reading of the **meter**, we will comply with that request but may charge **you** any costs we incur in doing so.

#### 10.6 Contents of bills

- (a) We may issue a single bill to **you** containing all outstanding **fees and charges** owed to us under this **contract**.
- (b) We will prepare a bill so that **you** can easily verify that the bill conforms to this **contract**, and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.

#### 10.7 Pay-by date

- (a) Unless otherwise agreed with **you**, **you** must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 23 **calendar days** from the date we send the bill.
- (b) If **you** have not paid a bill by the pay-by date, we will send **you** a reminder notice. This will give **you** a further pay-by date which will not be less than 17 **calendar days** after we issue the notice.
- (c) We may charge you a late payment fee if payment is not received by this pay-by date.
- (d) We may charge a **non-residential customer** interest on a late payment, at a rate and on terms and conditions as approved by **ESCOSA** from time to time.

#### 10.8 Historical billing data

- (a) We will provide billing data to **you** upon request, free of charge, for the previous 2 years at **your supply address** where available.
- (b) Where **you** request billing data for a period of more than 2 years, we may impose a charge for providing that data as per **our Pricing Schedule Fees and Charges**.
- (c) We will provide billing data to a tenant of **your supply address** on request from that tenant upon production of appropriate identification in accordance with processes approved by **ESCOSA** from time to time.

### 11. Payment

#### 11.1 Hardship Policy

- (a) We offer a **Hardship Program** to all our residential customers and consumers supplied with retail services for use at a residential premises.
- (b) Pursuant to the **Hardship Policy** we will:
  - (i) have a process to identify if **you** are experiencing payment difficulties due to **financial hardship**;
  - (ii) have a process for early response to **residential customers and consumers** identified as experiencing payment difficulties due to hardship;
  - (iii) have processes in place to adequately train hardship staff;
  - (iv) offer alternative payment options including instalment plans;
  - (v) offer **Centrepay** to **residential customers and consumers**;
  - (vi) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers and consumers**;
  - (vii) provide information on the processes or programs available to **residential customers and consumers** to improve their **water** efficiency; and
  - (viii) provide information on the circumstances in which the **residential customer and consumer** will cease being eligible for the hardship program.
- (c) If **you** are having trouble paying **your** bills due to **financial hardship**, we request that **you** advise us as soon as possible and prior to the due date on **your** outstanding bill. We will then work with **you** to provide flexible payment arrangements and access to the hardship program where eligible.
- (d) The **Hardship Policy** (as amended from time to time) and further details are available on our website.

#### 11.2 Payment methods

The payment methods we offer will be listed on **your** bill and are subject to change from time-to-time.

#### 11.3 Charge for dishonoured payments

- (a) This Clause 11.3 applies where **you** pay us a bill by cheque, by a direct debit from an account with an **authorised deposit taking institution** or by credit card.
- (b) If a payment referred to in this Clause is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from **you**.

#### 11.4 Flexible payment plans

- (a) **We** offer flexible payment plans in accordance with this Clause if **you** are a **customer** experiencing payment difficulties and **you** inform **us** in writing or by telephone that **you** are experiencing payment difficulties.
- (b) **Customers** experiencing payment difficulties are offered the following flexible payment options:
  - (i) a system or arrangement under which a **customer** may make payments in advance towards future bills; and
  - (ii) an interest and fee free payment plan or other arrangement under which the **customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges as per the **Disconnections Policy**).
- (c) **We** are not obliged to offer a **customer** a flexible payment plan if the **customer** has, in the previous 12 months, had 2 such plans cancelled due to non-payment.
- (d) In such a case, **we** will offer another flexible payment plan only if **we** are reasonably satisfied that the **customer** will comply with that plan.

#### 11.5 Debt recovery

- (a) **We** will not commence proceedings for the recovery of a debt relating to the sale and supply of a **retail service** by **us** from a **customer** if:
  - (i) the **customer** continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
  - (ii) **we** have failed to comply with the requirements of:
    - (A) **our Hardship Policy** in relation to that **residential customer**; or
    - (B) the **Code** relating to non-payment of bills, payment plans and assistance to **customers** experiencing payment difficulties; or
  - (iii) **you** currently have a flow restriction device installed at the relevant **supply address** in accordance with Clause 15.
- (b) The provisions in this **contract** regarding **our** rights to recover a debt are in addition to, and do not derogate from:
  - (i) rights (including the first charge) granted to **us** by virtue of Part 5 of the *South Australian Water Corporation Act 1994* (SA); and
  - (ii) **our** right to recover from **you** all reasonable amounts associated with the recovery of **your** debt to **us** under this Clause 11.5, including but not limited to any collection's agency fees and/or legal fees.

### 12. Billing Disputes

#### 12.1 Reviewing the bill on request

- (a) If **you** disagree with the amount **you** have been charged, **you** can ask **us** to review **your** bill in accordance with **our Enquiries, Complaints and Dispute Resolution Process** under Clause 21.
- (b) **We** will use **our best endeavours** to review **your** bill within the timeframes required in the **applicable regulatory instruments**.
- (c) Where **we** are reviewing a bill, **we** may require **you** to pay:
  - (i) the greater of:
    - (A) that portion of the bill under review that **we** agree is not in dispute; or
    - (B) an amount equal to the average amount of **your** bills in the previous 12 months (excluding the bill in dispute); and
  - (ii) any future bills that are properly due.

#### 12.2 Procedures following a review of a bill

- (a) Where, after conducting a review of the bill, **we** are satisfied that it is:
  - (i) correct, **we** may require **you** pay the amount of that bill which is still outstanding; or
  - (ii) incorrect, **we**:
    - (A) will correct **your** bill;
    - (B) will refund (or set off against the amount in 12.2(a)(ii)(C)) any fee paid in advance under Clause 12.1(c);
    - (C) may require **you** pay the amount of that bill which is still outstanding; and
    - (D) will advise **you** of the existence of **our Enquiries, Complaints and Dispute Resolution Process** under Clause 21.
- (b) **We** will inform **you** that **you** may lodge a dispute with the **Industry Ombudsman** after completion of **our** review of a bill, where **you** are not satisfied with **our** decision in the review and **our** action or proposed action.

### 13. Overcharging

- (a) If **we** overcharge **you** due to an act or omission on **our** part, **we** will advise **you** within 10 **business days** of **us** becoming aware of the error.
- (b) If **we** have overcharged **you** and **you** have already paid **your** bill **you** may select from the following options:
  - (i) **we** can credit the amount to **your** account, and it will be deducted from **your** next bill; or
  - (ii) **we** can repay the amount directly to you via cheque or via electronic funds transfer (EFT).
- (c) **We** will repay any amounts overcharged within 10 **business days** of being notified by **you**.
- (d) Where no instruction has been received from **you** within 10 **business days** **we** will credit the overcharged amount to your next bill.
- (e) **We** are not obliged to refund any interest amounts that may be applicable to overcharged amounts.

### 14. Undercharging

- (a) **We** can recover from **you** any amounts **we** may have undercharged **you**.
- (b) Where any amount undercharged is as a result of an act or omission on **our** part, **we** will recover only the amounts undercharged on the nine months prior to the **meter** reading date on **your** last bill for metered services. For non-metered services, such as sewerage, **we** will recover only the amounts owed to **us** in the nine months prior to **us** advising **you** in writing that there has been an error.

- (c) **We** will not charge **you** interest on amounts recovered due to an error on **our** part and **we** will offer **you** a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than nine months or nine months in any other case.
- (d) **You** must pay amounts undercharged even as a result of an act or omission on **our** part, but **you** may negotiate a payment plan up to the eligible period as referred above.

## 15. Restriction of a Retail Service

### 15.1 Residential customers

If **you** are a **residential customer**, **we** may, subject to compliance with the **Code**, arrange for the restriction of the supply of **your water retail service** to **you**, where:

- (a) **you** have not paid a bill or bills within the required timeframes;
- (b) **you** have not agreed to an offer of a flexible payment plan under Clause 11.4 or another payment option to pay a bill;
- (c) **you** have not adhered to **your** obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;
- (d) **you** have not complied with the terms of **our Hardship Policy** referred to in Clause 11.1 resulting in **you** being removed from that hardship program;
- (e) **you** have not allowed entry to a Water Industry Officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
- (f) **you** have used the **water retail service** illegally; or
- (g) an emergency situation arises.

### 15.2 Non-residential customers

If **you** are a **non-residential customer**, **we** may, subject to compliance with the **Code**, arrange for the restriction of the supply of **your water retail service** at any of **your supply addresses** at which a **water retail service** is provided where:

- (a) **you** have not paid a bill or bills within the required timeframes;
- (b) **you** have not agreed to an offer of a flexible payment plan under Clause 11.4 or another payment option to pay a bill;
- (c) **you** have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
- (d) **you** have used the **water retail service** illegally; or
- (e) an emergency situation arises.

### 15.3 Immediate restrictions by SA Water

Subject to compliance with the **Code**, **we** may restrict the supply of a **water retail service** to a **supply address** immediately if **you**:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with Clause 11.4 before the expiry of the 5 **business days** period in the restriction warning, or
- (b) have accepted the offer of a flexible payment plan in accordance with Clause 11.4, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the 5 **business days** period in the restriction warning.

## 16. Disconnections

### 16.1 **We** may arrange for the disconnection of **your retail service**:

- (a) if **you** have requested that disconnection in accordance with **our Disconnections Policy**;
- (b) if **you** have used the **retail service** illegally;
- (c) if **you** have refused or obstructed entry to a water industry officer appointed under the *Water Industry Act 2012* for the purposes of **meter** reading or other purpose consistent with carrying out duties in accordance with applicable regulatory instruments and that all necessary conditions to authorise the disconnection under that Act or other relevant applicable regulatory instrument have been met;
- (d) in the case of an emergency; or
- (e) as permitted by the **Code**.

### 16.2 If **we** disconnect **your retail service** in accordance with Clause 16.1 **you** must pay **us** the **fees and charges** relevant to that disconnection as set out in **our Disconnections Policy**

## 17. Restoration

- (a) If **we** have disconnected or restricted the supply of **your water retail service** to **you**, **we** will use **our best endeavours** to arrange for the reconnection or removal of flow restrictions as and when required by **us** under the **Code**.
- (b) However, this obligation is subject to:
  - (i) Clause 8.5;
  - (ii) **you** making a request for reconnection or removal of water flow restriction; and
  - (iii) **you** paying **our** reasonable charge for reconnection or removal of water flow restrictions as per the **Fees and Charges Schedule**.
- (c) If **you** are a **residential customer**, **we** will not charge **you** a restoration fee where **you** are eligible for the hardship program and agree to participate in that hardship program upon restoration.
- (d) **We** will use **our best endeavours** to reconnect or remove water flow restrictions within the timeframes required by the **regulatory service standards**.

## 18. Termination of a Retail Service

### 18.1 Termination by us

We may terminate this **contract** with **you** in accordance with **applicable regulatory instruments** if:

- (a) the supply of the retail service to **your** supply address has been disconnected in accordance with other provisions of this **contract** and you no longer have a right to be reconnected in accordance with Clause 17;
- (b) **you** are no longer the owner of the **supply address**, and **we** have entered into a new **contract** with the new owner; or
- (c) circumstances beyond **our** reasonable control mean that the **water reticulation network**, **sewerage reticulation network** and/or the **dual reticulation recycled water network** necessary to provide the **retail service** to **your supply address** are no longer available.

### 18.2 Termination by you

- (a) **You** may terminate this **contract** with **us** at any point in accordance with this Clause and the **Code**.
- (b) Upon terminating this **contract**, **you** are required to pay **us** all outstanding **fees and charges**, and amounts owed under this **contract**. However **you** retain **your** rights under Clause 12 and 13.
- (c) **You** must provide **us** with three **business days**' notice to terminate this **contract**.
- (d) Notice for the purposes of Clause 18.2(c) above may be provided by:
  - (i) personal contact;
  - (ii) telephone;
  - (iii) electronic mail; or
  - (iv) writing to **us**.

### 18.3 Fees and charges for termination

- (a) **We** may charge the following fees where this **contract** is terminated by **you**:
  - (i) a **meter** reading fee where an unscheduled **meter** reading is required to finalise **your** account;
  - (ii) a disconnection fee where removal or physical disconnection of infrastructure is required to cease the flow of services to or from **your supply address** to give effect to the termination of a **retail service**; and
  - (iii) any other **fees or charges** recoverable under the **Act**.
- (b) All **fees and charges** relating to termination will be as outlined in **our Fees and Charges Schedule**.

### 18.4 Obligation to pay arrears before transferring ownership of land

- (a) If **you** intend to transfer the ownership of land relating to a **supply address** governed by this **contract**, before doing so, **you** must pay all outstanding **fees and charges** owing to **us** before transferring ownership of the said land.
- (b) In the event that **you** fail to comply with Clause 18.4, **you** remain liable to **us** for the payment of the outstanding **fees and charges** and **we** reserve **our** right to take any action necessary to recover the arrears, including recovering costs associated with enforcing **our** rights under this Clause 18.5.
- (c) Until all amounts due to **us** with respect to the provision of the **retail service** are paid in full, the first charge granted to **us** by virtue of Part 5 of the *South Australian Water Corporation Act 1994* (SA) will remain on the **supply address** to which the relevant **retail services** have been provided.

### 18.5 Obligation to notify new owner on transfer of ownership

- (a) Upon sale of **your** supply address to a new owner, **you** should advise the new owner of the existence of this **contract** and any **special characteristics** of **your retail service**. A copy of the notification **we** provide **you** under Clause 7.4, or upon assessment of **your** application for connection, should be provided to any prospective purchasers.
- (b) **You** may be liable to the new owner for any repercussions of non-compliance with this Clause at common law and under relevant legislation.

## 19. Force Majeure

### 19.1 Effect

If, but for this Clause 19, a party ("the affected party") would breach this **contract** due to the occurrence of a **force majeure event**:

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

### 19.2 Notice

The notice referred to above may be given on **our** website. If the effects of a **force majeure event** are widespread, **we** will be deemed to have given notice by way of a 24-hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

### 19.3 Industrial disputes

Nothing in Clause 19 requires **us** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by **us**.

## 20. Special Needs Customers—Residential Customers and Consumers

### 20.1 Notification

- (a) Where a person residing at the residential supply address has a medical condition where the continuation of a **water retail service** is critical for the operation of a life support equipment (as defined in the **Code**) a residential customer or consumer at the relevant residential premises, medical professional, carer or family member acting on behalf of a residential customer or consumer must:



- (i) notify **us**, with confirmation from a registered medical practitioner or hospital, that a person residing at the **residential customer's supply address** requires continued use of life support equipment; and
  - (ii) inform **us** if the person for whom the life support requirement is required vacates the **supply address** or no longer requires the life support equipment.
- (b) **We** may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the **supply address**.

#### 20.2 Restrictions on us

Once **we** are notified under this Clause 20, but subject to Clause 20.1(b), **we** will:

- (a) register the **supply address** as a life support equipment address;
- (b) not arrange for the disconnection or restriction of the supply to that **supply address** while the person continues to reside at that address and required the use of a life support equipment; and
- (c) provide **you** with:
  - (i) at least 4 **business days**' notice of any planned interruptions to supply at the **supply address**; and
  - (ii) an emergency telephone contact number (which is printed on **your** bill or available on **our** website).

### 21. Enquiries, Complaints and Dispute Resolution

#### 21.1 Enquiries

**You** can call **our** customer enquiry number on 1300 SA WATER (1300 729 283) for the cost of a local call from anywhere in the **State** to enquire about **our retail services** and related matters. For more information, please read **our Enquiries, Complaints and Dispute Resolution Process** on **our** website.

#### 21.2 Complaints and dispute resolution

- (a) **We** have a customer complaints and dispute resolution process in place to deal with:
  - (i) the mechanisms by which a **customer** or a **consumer** can make a complaint;
  - (ii) the process to handle complaints;
  - (iii) the timeframes in which complaints should be responded to;
  - (iv) the method of response; and
  - (v) the process for referral to the **Industry Ombudsman** scheme where a complaint is not satisfactorily resolved.
- (b) **You** may make a complaint to **us** regarding **our** services or compliance with this **contract**. **We** will address **your** complaint in the manner set out in **our Enquiries, Complaints and Dispute Resolution Process**. For further information regarding this process please refer to **our** website.
- (c) If **you** are not satisfied with the solution offered or action taken by **us** in response to **your** complaint **you** may have the complaint reviewed by one of **our** senior managers under **our Enquiries, Complaints and Dispute Resolution Process**.
- (d) If **you** are not satisfied with the outcome of **our** internal dispute resolution process, **you** may refer the matter to the relevant **Industry Ombudsman** for external dispute resolution.
- (e) **We** request that **you** raise **your** matter with **us** before going to the **Industry Ombudsman**. The **Industry Ombudsman** may refer your complaint back to us if it determines that **you** have not provided **us** with the opportunity to address **your** complaint.

### 22. Information and Privacy

- 22.1 **We** will keep **your** personal information confidential in accordance with the State Government's Information Privacy Principles and **our** Privacy Policy.
- 22.2 In the unlikely event that **we** are unable to provide **your** services, and a **supplier of last resort** is appointed by **ESCOSA**, **we** will provide **your** details to the **supplier of last resort**.
- 22.3 **We** will also provide any relevant information to authorities in the event that **you** are under investigation for illegal use of **our** services or of any other crime.
- 22.4 By accepting a **retail service** under this **contract**, **you** are agreeing to the release of billing data to a tenant of **your supply address**, in accordance with processes approved by **ESCOSA** from time to time.

### 23. General

#### 23.1 Applicable law

- (a) The laws in force in the State of South Australia govern this **contract**.
- (b) You irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in South Australia, and courts of appeal from them, in respect of any proceedings arising out of or in connection with this contract.

#### 23.2 Our Obligations

Some obligations placed on **us** under this **contract** may be carried out by others engaged by **us** to perform the obligations on **our** behalf.

#### 23.3 Amending the contract

This **contract** may only be amended in accordance with the **Code**. **We** will publish any amendments to this **contract** on **our** website.

#### 23.4 The Code

If the **Code** grants **us** a right which may be included in this **contract**, **our** rights under this **contract** are deemed to include such a right.

## ANNEXURE A

The following words have the attributed meanings for the purposes of this **contract**.

<b>Accredited laboratory</b>	means a laboratory operated by a body currently accredited by the National Association of Testing Authorities (NATA) to undertake the assessment.
<b>Act</b>	means the <i>Water Industry Act 2012</i> (SA) as amended from time to time.
<b>applicable regulatory instruments</b>	means any Act (including without limitation, the <b>Act</b> ) or regulatory instrument made under an Act (including without limitation, the <b>Regulations</b> ), or the <b>Code</b> or any other industry code, a guideline, or other regulatory instrument issued by <b>ESCOSA</b> which applies to <b>us</b> .
<b>authorised deposit taking institution</b>	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959</i> (Cth) as defined in Section 4 of the <i>Legislation Interpretation Act 2021</i>
<b>best endeavours</b>	means to act in good faith and use all reasonable efforts, skill, and resources.
<b>business day</b>	means a day that is not a Saturday, a Sunday, or a public holiday in the State of South Australia.
<b>Centrepay</b>	a free service for <b>customers</b> whereby bills may be paid as regular deductions from the <b>customer's</b> government welfare payments.
<b>Code</b>	means the <i>Water Retail Code—Major Retailers</i> published by <b>ESCOSA</b> as amended from time to time.
<b>connection point</b>	means, in respect of a <b>water retail service</b> , the outlet of the <b>meter</b> at <b>your supply address</b> which then connects to the <b>water reticulation network</b> or, in respect of the <b>dual reticulation recycled water service</b> , the outlet of the <b>meter</b> at <b>your supply address</b> which then connects to the <b>dual reticulation recycled water network</b> , and in respect of a <b>sewerage retail service</b> , the inspection point at <b>your supply address</b> which then connects to the <b>sewerage reticulation network</b> .
<b>Connections Policy</b>	means <b>our</b> connection policy as published on <b>our</b> website as may be amended from time to time.
<b>Consumer</b>	means a consumer as defined under Section 4 of the <b>Act</b> which currently means: “a person supplied with retail services as a consumer or user of those services.”
<b>contract</b>	means this contract which has been approved by <b>ESCOSA</b> under Clause 12.1 of the <b>Code</b> .
<b>country lands customer</b>	means a <b>customer</b> who owns land within a country lands water district, being a country lands water district declared by <b>us</b> under Section 6 of the <i>Waterworks Act 1932</i> as at immediately prior to 31 December 2012.
<b>customer</b>	means a <b>customer</b> as defined under Section 4 of the <b>Act</b> which currently means: “a person who owns land in relation to which a retail service is provided and includes— (a) where the context requires, a person seeking the provision of a retail service; and (b) in prescribed circumstances—a person supplied with retail services as a consumer or user of those services (without limiting the application of this definition to owners of land); and (c) a person of a class declared by the regulations to be customers.”
<b>Disconnections Policy</b>	means <b>our</b> disconnections policy as published on <b>our</b> website as may be amended from time to time.
<b>domestic waste</b>	means human waste and toilet flushing water, and water used for personal washing; and any wastewater, and substances of a kind and quantity usually contained within it, arising from the ordinary non-commercial domestic washing activities; but does not include discharges from a septic tank or any other facility for the onsite treatment or storage of domestic wastewater.
<b>drinking water</b>	means <b>water</b> that is supplied to <b>your supply address</b> and intended for human use and consumption as set out in Section 3 of the <i>Safe Drinking Water Act 2011</i> .
<b>designated dual reticulation area</b>	means the area where <b>we</b> provide a <b>dual reticulation recycled water service</b> as published on <b>our</b> website from time to time.
<b>dual reticulation recycled water network</b>	means the system of SA Water owned and/or operated water mains and service pipes for the provision of <b>recycled water</b> to two or more locations in the <b>State</b> .
<b>dual reticulation recycled water service</b>	means, in relation to the <b>designated dual reticulation</b> area only, the service of providing <b>recycled water</b> to <b>your supply</b> address using our dual reticulation recycled water network.
<b>EFT</b>	means Electronic Funds Transfer which refers to the methods of transferring funds electronically between people, financial institutions, and companies.
<b>Enquiries, Complaints and Dispute Resolution Process</b>	means <b>our</b> enquiries, complaints and dispute resolution process as published on <b>our</b> website and as may be amended from time to time.
<b>ESCOSA</b>	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002</i> (SA).
<b>fees and charges</b>	means <b>our</b> fees and charges as specified in the <b>Fees and Charges Schedule</b> .
<b>Fees and Charges Schedule</b>	means the fees and charges schedule published by <b>us</b> on <b>our</b> website and in the Gazette as may be amended from time to time.
<b>financial hardship</b>	<i>means a circumstance of experiencing or anticipating a lack of financial means to pay a particular debt owed to the retailer, which may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt.</i>

<b>force majeure event</b>	means an event outside the control of <b>us</b> , the occurrence of which could not be reasonably foreseen by <b>us</b> , or if it could be foreseen, could not reasonably have been guarded against.
<b>Hardship Policy</b>	means <b>our financial hardship</b> policy as published on <b>our</b> website and as may be amended from time to time.
<b>Industry Ombudsman</b>	means the industry ombudsman responsible for dealing with disputes under the <b>Act</b> .
<b>land use code</b>	means the code designated by the State Valuation Office for land which determines the land value rate applied by <b>us</b> .
<b>meter</b>	means the device and associated equipment owned by <b>us</b> used to measure the use of <b>water</b> or <b>recycled water</b> of a property.
<b>NATA</b>	means the National Association of Testing Authorities who accredits organisations to perform testing and inspection activities.
<b>network</b>	means: in respect of the <b>water retail service</b> , the <b>water reticulation network</b> , or the <b>dual reticulation recycled water network</b> (as the case may be); and in respect of the <b>sewerage retail service</b> , the <b>sewerage reticulation network</b> .
<b>non-drinking water</b>	means <b>water</b> that is supplied to <b>your supply address</b> and is not intended for human consumption. Information regarding <b>your</b> supply and its use is available on <b>your</b> account and <b>our</b> website and does not include <b>recycled water</b> .
<b>non-residential customer</b>	means a <b>customer</b> who acquires a <b>retail service</b> and is not a <b>residential customer</b> nor a <b>country lands customer</b> .
<b>non-standard contract</b>	means a contract between <b>us</b> and a <b>customer</b> for the provision by <b>us</b> of a <b>non-standard retail service</b> which contract is not a standard contract approved by <b>ESCOSA</b> under Clause 12.1 of the <b>Code</b> .
<b>non-standard retail service</b>	means a <b>retail service</b> and other services <b>we</b> may provide to customers on terms and conditions other than that set out in this standard <b>contract</b> , but such services do not include a <b>retail service</b> provided to <b>customers</b> with <b>special characteristics</b> as described in Clause 7.4.
<b>recycled water</b>	means dual reticulation recycled water produced from the treatment and disinfection of <b>sewage</b> and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a <b>customer</b> as a <b>dual reticulation recycled water service</b> .
<b>Regulations</b>	means the <i>Water Industry Regulations 2012</i> (SA) as may be amended from time to time.
<b>regulatory service standards</b>	means the <b>regulatory service standards</b> applicable to the provision by <b>us</b> to <b>you</b> of a <b>retail service</b> as determined and published from time to time by <b>ESCOSA</b> .
<b>residential consumer</b>	means a consumer supplied with retail services primarily for their own domestic purposes.
<b>residential customer</b>	means a <b>customer</b> which acquires a <b>retail service</b> primarily for their own domestic purposes but does not include a <b>country lands customer</b> .
<b>restricted wastewater</b>	means anything <b>you</b> attempt to discharge through the sewerage system that is not <b>domestic waste</b> and includes trade waste.
<b>retail service</b>	has the meaning described in Clause 3.1 of the contract, which services are provided by <b>us</b> under the terms and conditions of this standard contract.
<b>sewage</b>	includes any form of waste that may be appropriately removed or dealt with through the use of a <b>sewerage retail service</b> (but does not include trade waste).
<b>sewerage retail service</b>	means the collection, storage, treatment, or conveyance of <b>sewage</b> through the use of the <b>sewerage reticulated network</b> .
<b>sewerage reticulation network</b>	means the system of SA Water owned and/or operated <b>sewer</b> mains and service pipes for the collection of <b>sewage</b> from individual properties and conveyance to a point of treatment through the use of a reticulated system.
<b>special characteristics</b>	means the particular features or characteristics of the <b>retail service</b> relevant to <b>your supply address</b> which may include, without limitation, special characteristics as to the quality, reliability, flow rate, continuity, and other characteristics relevant to that <b>retail service</b> .
<b>supplier of last resort</b>	means a supplier of the <b>retail service</b> , other than <b>us</b> as described in Section 31 of the <b>Code</b> .
<b>supply address</b>	means the property address at which the <b>retail service</b> is to be provided under this <b>contract</b> .
<b>water</b>	includes desalinated water and water that may include any material or impurities but does not include <b>recycled water</b> or <b>sewage</b> .
<b>water restrictions</b>	means limitations on <b>water</b> or <b>recycled water</b> use, as the case may be, proclaimed by a minister of the government of South Australia.
<b>water retail service</b>	means the supply of <b>water</b> through <b>our water reticulation network</b> and/or the supply of <b>recycled water</b> through our <b>dual reticulation recycled water network</b> .
<b>water reticulation network</b>	means the system of SA Water owned and/or operated water mains and service pipes for the provision of <b>water</b> to two or more locations in the <b>State</b> .

# LOCAL GOVERNMENT INSTRUMENTS

CORPORATION OF THE CITY OF ADELAIDE

LOCAL GOVERNMENT ACT 1999

*By-law No. 10—Miscellaneous Amendment By-law 2025*

To amend the Council's *Moveable Signs By-law 2024* and *Local Government Land By-law 2024* and for related purposes.

PART 1—PRELIMINARY

## 1. Short title

This by-law may be cited as the *Miscellaneous Amendment By-law 2025*.

## 2. Commencement

This by-law will come into operation on the day in which it is published in the Gazette in accordance with Section 249(6)(b) and 249(6)(d) of the *Local Government Act 1999*.

## 3. Amendment provisions

In this by-law, a provision under a heading referring to the amendment of a specified by-law amends the by-law so specified.

PART 2—AMENDMENT OF MOVEABLE SIGNS BY-LAW 2024

## 4. Amendment of Paragraph 5 - Appearance

4.1 Paragraph 5—after 'in the' insert 'reasonable'.

PART 3—AMENDMENT OF LOCAL GOVERNMENT LAND BY-LAW 2024

## 5. Amendment of Paragraph 6—Central Market

5.1 Paragraph 6—delete the paragraph and substitute:

### 6. Central Market

6.1 In addition to the prohibitions generally applying to Local Government Land, a person must not do any of the following in the Adelaide Central Market without the permission of the Council:

6.1.1 bring into or allow any animal to remain (except an Assistance Dog as defined in the *Dog and Cat Management Act 1995*);

6.1.2 drive or use a forklift.

6.2 If a person has been given permission by the Council to drive or use a forklift, the following conditions apply whilst the forklift is in use:

6.2.1 the person must carry proof of being qualified to drive a forklift;

6.2.2 the forklift must be equipped with an amber flashing warning device and an audible reversing warning device.

## 6. Amendment of Paragraph 13—Application of Paragraphs

6.1 Paragraph 13—delete '5.8.2' and substitute '5.9.2'.

The foregoing by-law was duly made and passed at a meeting of the Council of the Corporation of the City of Adelaide held on the 22<sup>nd</sup> day of April 2025 by an absolute majority of the members for the time being constituting the Council, there being at least two-thirds of the members present.

Dated: 8 May 2025

MICHAEL SEDGMAN  
Chief Executive Officer

NORTHERN AREAS COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

*Road Opening and Closing—Humphris Road, West Bundaleer*

Notice is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991*, that the Northern Areas Council proposes to make a Road Process Order:

- (i) to open as road portion of Allotment 876 in Filed Plan 188198, more particularly delineated and numbered '1' on Preliminary Plan 25/0008.
- (ii) to open as road portion of Allotment 1 in Deposited Plan 36308 more particularly delineated and numbered '2' on Preliminary Plan 25/0008.
- (iii) to open as road portion of Piece 93 in Filed Plan 199885 more particularly delineated and numbered '3' on Preliminary Plan 25/0008.
- (iv) to open as road portion of Piece 91 in Filed Plan 199885 more particularly delineated and numbered '4' on Preliminary Plan 25/0008.
- (v) to close and merge with Piece 2 in Deposited Plan 36308 the portion of the public road adjoining the said land more particularly delineated and lettered 'A' on Preliminary Plan 25/0008.
- (vi) to close and merge with Allotment 1 in Deposited Plan 36308 the portion of the public road adjoining the said land more particularly delineated and lettered 'B' on Preliminary Plan 25/0008 in exchange for land taken for new road '2' as described above.
- (vii) to close and merge with Allotment 876 in Filed Plan 188198 the portion of the public road adjoining the said land more particularly delineated and lettered 'C' on Preliminary Plan 25/0008 in exchange for land taken for new road '1' as described above.
- (viii) to close and merge with Allotment 878 in Filed Plan 188200 the portion of the public road adjoining the said land more particularly delineated and lettered 'D' on Preliminary Plan 25/0008.
- (ix) to close and merge with Piece 91 in Filed Plan 199885 the portion of the public road adjoining the said land more particularly delineated and lettered 'E' on Preliminary Plan 25/0008 in exchange for land taken for new road '3' and '4' as described above.

The Preliminary Plan and Statement of Persons Affected are available for public inspection at the office of the Council at 94 Ayr Street, Jamestown and the Adelaide Office of the Surveyor-General during normal office hours. The Preliminary Plan can also be viewed at [www.sa.gov.au/roadsactproposals](http://www.sa.gov.au/roadsactproposals).

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the Council at PO Box 120, Jamestown SA 5491 within 28 days of this notice and a copy must be forwarded to the Surveyor-General at GPO Box 1815, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 8 May 2025

HENRY INAT  
Acting Chief Executive Officer

DISTRICT COUNCIL OF TUMBY BAY

LOCAL GOVERNMENT (ELECTIONS) ACT 1999

*Supplementary Election of Area Councillor—Election Results*

Conducted on Wednesday, 30 April 2025

Formal Ballot Papers—885

Informal Ballot Papers—7

Quota—443

Candidates	First Preference Votes	Elected or Excluded	Votes at Election or Exclusion
BAYLY, Bruce Benjamin	518	Elected	518
RANDALL, Robert	367		367

Dated: 8 May 2025

MICK SHERRY  
Returning Officer

YORKE PENINSULA COUNCIL

LOCAL GOVERNMENT (ELECTIONS) ACT 1999

*Supplementary Election of Councillor for Kalkabury Ward—Election Results*

Conducted on Wednesday, 30 April 2025

Formal Ballot Papers—1,279

Informal Ballot Papers—7

Quota—640

Candidates	First Preference Votes	Elected or Excluded	Votes at Election or Exclusion
DINHAM, Phil	84	Excluded	84
GUNNING, Richard	383		519
LE FEUVRE, Danny	500	Elected	624
HONNER, Meg	312	Excluded	331

Dated: 8 May 2025

MICK SHERRY  
Returning Officer

## PUBLIC NOTICES

TRUSTEE ACT 1936

PUBLIC TRUSTEE

*Estates of Deceased Persons*

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

COLGAN Kevin Henry late of 7 Esplanade Kingscote Retired Painter and Decorator who died 1 November 2024  
EMERY Helen Mary late of 4 Sylvan Way Grange Volunteer worker who died 1 November 2024  
FATCHEN Gilbert Dean late of 160-168 O G Road Felixstow Retired Crane Operator who died 29 August 2024  
FLETCHER Peter George late of 72 Raglan Avenue Edwardstown of no occupation who died 9 May 2024  
HIGGINS Lisa Ann late of 1 Tobin Crescent Woodcroft Hairdresser who died 25 December 2016  
JEZIEWSKI Bernadette Nina late of 418A Beach Road Hackham West of no occupation who died 21 November 2023  
KIRKBRIGHT Shirley Veronica late of 6 Pridham Boulevard Aldinga Beach Bedford Industries Worker who died 14 October 2024  
MALLONEY Jack late of 20 Dingera Avenue Plympton North Retired Public Servant who died 28 May 1999  
ROBERTS William Graham late of 28 Windlass Square Seaford Rise Retired Computer Engineer who died 2 September 2024  
ROBINSON Constance Melba late of 43 High Street Strathalbyn Retired Shop Assistant who died 30 November 2024  
SEGLENIEKS Maija Mila otherwise Maija SEGLENIEKS late of 49 Buxton Street North Adelaide Retired Librarian who died 16 September 2024  
SELLS Irene Cecilia late of 3 Duffield Street Gawler East Retired Telephonist/Librarian who died 18 October 2024  
SKRACIC Neda late of 48 Creslin Avenue Ingle Farm Retired Cleaner who died 1 April 2024  
SOWERBY Patricia Elizabeth late of 100 Seaford Road Seaford Retired Office Manager who died 10 October 2024  
SURGUY Jean late of 6 Booth Avenue Linden Park of no occupation who died 9 December 2024  
TALLENT Marie late of 3 Cottage Court Murray Bridge Retired Disability Support Worker who died 11 December 2024

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 6 June 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: 8 May 2025

T. BRUMFIELD  
Public Trustee

---

### NATIONAL ELECTRICITY LAW

*Notice of Final Rule and Final Determination*  
*Notice of Initiation and Consolidation*

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

Under ss 102, 102A and 103, the making of the *National Electricity Amendment (Including distribution network resilience in the national electricity rules) Rule 2025 No. 5* (Ref. ERC0400) and related final determination. Schedule 1 of this Rule commences operation on **1 July 2027**, Schedule 2 of this Rule commences operation on **2 October 2025**, Schedule 3 of this Rule commences operation on **22 May 2025**.

Under s 95, Rod Hughes Consulting has requested the *Conditions for generator protection systems* (Ref. ERC0355) proposal. The proposal seeks to address an apparent drafting inconsistency in the access standards for protection systems.

Under s 95, Rod Hughes Consulting has requested the *Definitions of protection system requirements* (Ref. ERC0361) proposal. The proposal seeks to add or update several NER definitions for protection systems and related terms.

Under s 95, the Australian Energy Market Operator has requested the *Improving the NEM access standards—Package 2* (Ref. ERC0394) proposal. The proposal seeks to make several amendments to the technical requirements for connecting to the NEM.

Under s 93(1)(a), the *Conditions for generator protection systems* (Ref. ERC0355) and the *Definitions of protection system requirements* (Ref. ERC0361) requests proposed by Rod Hughes Consulting have been consolidated with the *Improving the NEM access standards—Package 2* (Ref. ERC0394) request proposed by the Australian Energy Market Operator. The consolidated request is named *Improving the NEM access standards—Package 2* (Ref. ERC0394). Submissions for the consolidated request are currently open and must be received by **19 June 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: 8 May 2025

---

## SALE OF PROPERTY

*Warrant of Sale*

Auction Date: Wednesday, 21 May 2025 at 4:00pm

Location: 557 Milne Road, Tea Tree Gully, South Australia

Notice is hereby given that on the above date at the time and place stated, by virtue of the Warrant of Sale issued out of the Magistrates Court of South Australia, Action No. 007227 of 2023 directed to the Sheriff of South Australia in an action wherein Sharon Jamieson, Michelle Lodge and Jason Worden are the Plaintiffs and Hayley Maree Rusinski is the Defendant, I, Leslie Turner, Sheriff of the State of South Australia, will by my auctioneers, Harris Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the defendant, Hayley Maree Rusinski the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Tea Tree Gully, being 557 Milne Road, Tea Tree Gully, Hundred of Adelaide, being the property comprised in Certificate of Title Register Book Volume 6141 Folio 999.

Further particulars from the auctioneers:

Craig Costello  
Harris Real Estate  
5-9 Rundle Street,  
Kent Town SA 5067  
Telephone: 08 8202 3500

Dated: 8 May 2025

LESLIE TURNER  
Sheriff

---

---

# NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

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

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

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

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

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

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

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

EMAIL: [governmentgazettesa@sa.gov.au](mailto:governmentgazettesa@sa.gov.au)

PHONE: (08) 7133 3552

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

---

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