



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 22 OCTOBER 2026

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

GOVERNOR'S INSTRUMENTS

ACTS

Department of the Premier and Cabinet
Adelaide, 22 October 2026

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

No. 15 of 2026—Burial and Cremation (Interment Rights) Amendment Bill 2026
An Act to amend the Burial and Cremation Act 2013

No. 16 of 2026—Supreme Court (Vexatious Litigants) Amendment Bill 2026
An Act to amend the Supreme Court Act 1935 and to make related amendments to the Judicial Conduct Commissioner Act 2015 and the Legal Practitioners Act 1981

By command,

RHIANNON KATE PEARCE, MP
For Premier

APPOINTMENTS, RESIGNATIONS AND GENERAL MATTERS

Department of the Premier and Cabinet
Adelaide, 22 October 2026

His Excellency the Administrator in Executive Council has been pleased to appoint the undermentioned to the South Australian Tourism Commission Board, pursuant to the provisions of the South Australian Tourism Commission Act 1993:

Director: from 22 October 2026 until 21 October 2027
Eoin Niall Loftus

Director: from 24 October 2026 until 23 October 2028
Anna Louise Moeller

By command,

RHIANNON KATE PEARCE, MP
For Premier

CABN26/01019

Department of the Premier and Cabinet
Adelaide, 22 October 2026

His Excellency the Administrator in Executive Council has been pleased to appoint the undermentioned to the Adelaide Cemeteries Authority Board, pursuant to the provisions of the Adelaide Cemeteries Authority Act 2001:

Director: from 22 October 2026 until 21 October 2029
Stephen Charles Knight
Marilyn Baker
Senthil Chidambaranathan
Camilla Jane Pettica
Alexander Ian Wilkinson

Director: from 22 October 2026 until 21 October 2027
Deborah Ann Black

Chair: from 22 October 2026 until 21 October 2027
Deborah Ann Black

By command,

RHIANNON KATE PEARCE, MP
For Premier

26MPCS10352

Department of the Premier and Cabinet
Adelaide, 22 October 2026

His Excellency the Administrator in Executive Council has been pleased to appoint the Honourable Michael Edison Brown, MP as Acting Minister for Primary Industries and Regional Development and Acting Minister for Forest Industries from 29 October 2026 until 5 November 2026, inclusive, during the absence of the Honourable Clare Michele Scriven, MLC - pursuant to section 67 of the Constitution Act 1934.

By command,

RHIANNON KATE PEARCE, MP
For Premier

MPIRDF2026/135

REGULATIONS

South Australia

Local Government (Elections) (2027 Periodic Elections) Amendment Regulations 2026

under the *Local Government (Elections) Act 1999*

Contents

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Part 1—Preliminary

1—Short title

These regulations may be cited as the *Local Government (Elections) (2027 Periodic Elections) Amendment Regulations 2026*.

2—Commencement

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

Part 2—Amendment of *Local Government (Elections) Regulations 2025*

3—Amendment of regulation 6—Manner in which nominations are made

Regulation 6(11)(c) and (d)—delete "requested" wherever occurring and substitute in each case:

obtained

4—Insertion of Part 3

After regulation 17 insert:

Part 3—Transitional provisions in relation to 2027 periodic elections

18—Interpretation

In this Part—

Amendment Act means the *Local Government (Elections) (Periodic Elections) Amendment Act 2026*;

cancelled 2026 periodic elections and *2027 periodic elections* have the same respective meanings as in Schedule 1 Part 2 of the Amendment Act.

19—Nominating person to vote on behalf of body corporate or group

Despite Schedule 1 clause 3(2) of the Amendment Act, nothing done under Schedule 1 clause 3A of the *City of Adelaide Act 1998* for the purposes of the cancelled 2026 periodic elections will be taken to be void and of no effect, and instead it will be taken to be done (and to have force and effect) for the purposes of the 2027 periodic elections.

20—Campaign donations returns

- (1) Despite Schedule 1 clause 3(2) of the Amendment Act, the following applies in respect of a candidate for election to an office of a council in the cancelled 2026 periodic elections:
 - (a) subject to paragraph (b)—
 - (i) in relation to a candidate for election to an office of the Adelaide City Council—Schedule 1 Part 8 Division 2 of the *City of Adelaide Act 1998* applies in respect of the candidate; or
 - (ii) in any other case—Part 14 Division 1 of the Act applies in respect of the candidate;
 - (b) a relevant disclosure period in relation to the candidate commences on the earlier of the following:
 - (i) the day that is 4 months before the day on which the person announced that they would be a candidate in the cancelled 2026 periodic elections;
 - (ii) the day that is 4 months before the day on which the person's nomination as a candidate for the cancelled 2026 periodic elections would, but for the cancellation, have been lodged with the returning officer,
- and ends—
- (iii) in the case of a special disclosure period for the purposes of Schedule 1 clause 24 of the *City of Adelaide Act 1998* or section 81 of the Act—on polling day for the 2027 periodic elections; or

- (iv) in any other case—21 days after polling day for the 2027 periodic elections;
 - (c) the lodgment of a return by the candidate under Schedule 1 Part 8 Division 2 of the *City of Adelaide Act 1998* or Part 14 Division 1 of the Act before the commencement of the Amendment Act is not void and has effect.
- (2) In this regulation—
relevant disclosure period means—
 - (a) in relation to a candidate for election to an office of the Adelaide City Council—
 - (i) the special disclosure period for the purposes of Schedule 1 clause 24 of the *City of Adelaide Act 1998*; or
 - (ii) the disclosure period for the purposes of Schedule 1 clause 24A of the *City of Adelaide Act 1998*; or
 - (b) in any other case—
 - (i) the special disclosure period for the purposes of section 81 of the Act; or
 - (ii) the disclosure period for the purposes of section 81A of the Act.

21—Allowances

- (1) Despite Schedule 1 clause 8 of the Amendment Act, the following allowances determined under section 76 of the *Local Government Act 1999* are, in addition to being adjusted on the first, second and third anniversaries of the relevant periodic elections in accordance with section 76(9), to be adjusted on the fourth anniversary of the relevant periodic elections to reflect changes in the Consumer Price Index (within the meaning of section 76):
 - (a) an allowance determined under section 76 before the designated day (within the meaning of that section) in relation to the 2022 periodic elections;
 - (b) an allowance determined under section 76 before the designated day (within the meaning of that section) in relation to the 2027 periodic elections.

- (2) Despite Schedule 1 clause 8 of the Amendment Act, the following allowances determined under section 24 of the *City of Adelaide Act 1998* are, in addition to being adjusted on the first, second and third anniversaries of the relevant periodic elections in accordance with section 24(9), to be adjusted on the fourth anniversary of the relevant periodic elections to reflect changes in the Consumer Price Index (within the meaning of section 24):
 - (a) an allowance determined under section 24 before the designated day (within the meaning of that section) in relation to the 2022 periodic elections;
 - (b) an allowance determined under section 24 before the designated day (within the meaning of that section) in relation to the 2027 periodic elections.
- (3) An allowance referred to in subregulation (1)(a) and (2)(a) is payable until the conclusion of the 2027 periodic elections.
- (4) An allowance referred to in subregulation (1)(b) and (2)(b) is payable until the conclusion of the periodic elections occurring in November 2031.

22—Terms of certain offices

- (1) Despite section 51(4) of the *Local Government Act 1999*, a deputy mayor of a council holding that office immediately before the commencement of this regulation continues, subject to the provisions of the Act and the *Local Government Act 1999*, to hold that office until the conclusion of the 2027 periodic elections.
- (2) Despite section 51(4) of the *Local Government Act 1999*, a deputy mayor of a council appointed to that office after the 2027 periodic elections and before the periodic elections occurring in November 2031 continues, subject to the provisions of the Act and the *Local Government Act 1999*, to hold that office until the conclusion of the periodic elections occurring in November 2031.
- (3) A principal member chosen by members of a council from amongst their own number who is holding office immediately before the commencement of this regulation continues, subject to the provisions of the Act and the *Local Government Act 1999*, to hold that office until the conclusion of the 2027 periodic elections.
- (4) A term of office continued in effect by a provision of this regulation operates subject to any resolution of the relevant council to the contrary.

23—Terms of certain appointments

- (1) The appointment of a person to a committee established by a council under section 41 of the *Local Government Act 1999* that is in effect immediately before the commencement of this regulation continues, subject to the provisions of the Act and the *Local Government Act 1999*, in effect until the conclusion of the 2027 periodic elections.

- (2) Despite Schedule 2 clause 4(2) of the *Local Government Act 1999*, the appointment of a person to the board of management of a subsidiary established by a council under section 42 of that Act that is in effect immediately before the commencement of this regulation continues, subject to the provisions of the Act and the *Local Government Act 1999*, in effect until the conclusion of the 2027 periodic elections.
- (3) Despite Schedule 2 clause 4(2) of the *Local Government Act 1999*, the appointment of a person to the board of management of a subsidiary established by a council under section 42 of that Act where that appointment occurs after the 2027 periodic elections and before the periodic elections occurring in November 2031 continues, subject to the provisions of the Act and the *Local Government Act 1999*, in effect until the conclusion of the periodic elections occurring in November 2031.
- (4) The appointment of a person to the board of management of a regional subsidiary established by a council under section 43 of the *Local Government Act 1999* that is in effect immediately before the commencement of this regulation continues, subject to the provisions of the Act and the *Local Government Act 1999*, in effect until the conclusion of the 2027 periodic elections.
- (5) The appointment of a person to a body that is made by resolution of a council where that appointment would, but for this subregulation, end at the conclusion of the cancelled 2026 periodic elections continues, subject to the provisions of the Act and the *Local Government Act 1999*, in effect until the conclusion of the 2027 periodic elections.
- (6) An appointment continued in effect by a provision of this regulation (other than subregulation (1)) operates subject to any resolution of the relevant council to the contrary.

24—Casual vacancy in office of mayor

Despite section 54(8)(a) of the *Local Government Act 1999*, if a casual vacancy occurs in the office of mayor of a council on or after 1 January 2026 and before polling day for the 2027 periodic elections, a member chosen by the council may act in the office of mayor until the conclusion of the 2027 periodic elections.

25—Caretaker period

- (1) Despite the definition of *election period* in section 91A(8) of the Act, the election period in relation to the 2027 periodic elections means the period commencing on—
 - (a) the day of the close of nominations for the election; or
 - (b) if, following the commencement of the Amendment Act, a council specifies a day (being a day that falls earlier than the day of the close of nominations) by resolution—the specified day,and expiring at the conclusion of the election.
- (2) The reference in Schedule 1 clause 4 of the Amendment Act to the election period within the meaning of section 91A(8) will be taken to be a reference to the election period within the meaning of subregulation (1).

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 Administrator

after consultation with the Local Government Association and with the advice and consent of
the Executive Council
on 22 October 2026

No 84 of 2026

South Australia

Taxation Administration (Prescribed Office) Amendment Regulations 2026

under the *Taxation Administration Act 1996*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement

Part 2—Amendment of *Taxation Administration Regulations 2017*

- 3 Amendment of regulation 4—Permitted disclosure of information
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Taxation Administration (Prescribed Office) Amendment Regulations 2026*.

2—Commencement

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

Part 2—Amendment of *Taxation Administration Regulations 2017*

3—Amendment of regulation 4—Permitted disclosure of information

Regulation 4(1)—after paragraph (h) insert:

- (ha) Chief Recovery Officer under the *Fines Enforcement and Debt Recovery Act 2017*;

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 Administrator

with the advice and consent of the Executive Council
on 22 October 2026

No 85 of 2026

South Australia

Education and Children's Services (Exclusionary Discipline) Amendment Regulations 2026

under the *Education and Children's Services Act 2019*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement

Part 2—Amendment of *Education and Children's Services Regulations 2020*

- 3 Amendment of regulation 4—Application of regulations to non-Government schools
 - 4 Amendment of regulation 26—Determination to suspend, exclude or expel a student
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Education and Children's Services (Exclusionary Discipline) Amendment Regulations 2026*.

2—Commencement

These regulations come into operation on 1 January 2027.

Part 2—Amendment of *Education and Children's Services Regulations 2020*

3—Amendment of regulation 4—Application of regulations to non-Government schools

Regulation 4—after subregulation (1) insert:

- (1a) Regulation 26 applies to non-Government schools (in addition to Government schools), as specified in regulation 26(2).

4—Amendment of regulation 26—Determination to suspend, exclude or expel a student

- (1) Regulation 26—after paragraph (b) insert:

- (ba) the particular needs of the student; and
- (bb) the age of the student and the particular effects that suspension, exclusion or expulsion (as the case requires) may have on the student because of their age; and
- (bc) whether there is any individual behaviour plan for the student in place and whether the plan is being implemented; and

- (2) Regulation 26(c)—delete "if relevant," and substitute:
whether the student has a disability and, if so,
- (3) Regulation 26—after paragraph (c) insert:
 - (ca) whether there are any reasonable alternatives to suspending, excluding or expelling the student (as the case requires) available in the circumstances; and
- (4) Regulation 26—after its present contents as amended by this regulation (now to be designated as subregulation (1)) insert:
 - (2) Pursuant to section 81C of the Act, a person must, in determining whether to suspend or expel a student (as the case requires) from a non-Government school, have regard to the matters set out in subregulation (1).

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 Administrator

with the advice and consent of the Executive Council
on 22 October 2026

No 86 of 2026

STATE GOVERNMENT INSTRUMENTS

BUILDING WORK CONTRACTORS ACT 1995

Exemption

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

SCHEDULE 1

BERNARD RADLEY (BLD 307040)

SCHEDULE 2

Construction of a patio and stone fence at Allotment 571 in Filed Plan 195183 being a portion of the land described in Certificate of Title Volume 5647 Folio 505, more commonly known as 29 Meylin Street, Port MacDonnell, SA 5291.

SCHEDULE 3

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

Dated: 15 October 2026

BRETT HUMPHREY
Commissioner for Consumer Affairs
Delegate for the Minister for Consumer and Business Affairs

CONTROLLED SUBSTANCES ACT 1984

SECTION 51(1)

Appointment of an Analyst

I, Kyam Maher MLC, Attorney-General, pursuant to powers delegated to me under Section 62A of the *Controlled Substances Act 1984* (the Act) and pursuant to Section 51(1) of the Act, appoint Dr. Jade Taylor, Forensic Scientist at Forensic Science South Australia, as an Analyst for the purposes of the Act, effective from the date of the gazettal of this appointment until revoked and on the condition that she is employed in a forensic analyst role, and that she does not have a direct or indirect interest in the manufacture, production, sale or supply of any substance or device to which the Act applies.

Dated: 14 October 2026

HON. KYAM MAHER MLC
Attorney-General

CONTROLLED SUBSTANCES (POISONS) REGULATIONS 2011

Prescribed Health Service Facility

Notice is hereby given in accordance with Regulation 44A of the *Controlled Substances (Poisons) Regulations 2011*, that the Minister for Health and Wellbeing has determined the following facility to be a prescribed health service facility, commencing from the date of publication of this notice:

Hamster Cottage

Dated: 22 October 2026

HON. BLAIR BOYER MP
Minister for Health and Wellbeing

FIRE AND EMERGENCY SERVICES ACT 2005

SECTION 78

Fire Danger Season

The South Australian Country Fire Service hereby:

1. Fixes the date of the Fire Danger Season within the part of the State defined as the Mid North Fire Ban District so as to commence on the 1st of November 2026 and to end on the 30th of April 2027.
2. Fixes the date of the Fire Danger Season within the part of the State defined as the Yorke Peninsula Fire Ban District so as to commence on the 1st of November 2026 and to end on the 30th of April 2027.

Dated: 20 October 2026

BRETT LOUGHLIN AFSM
Chief Officer
SA Country Fire Service

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Ministerial Exemption: ME9903455

Take notice that pursuant to Section 115 of the *Fisheries Management Act 2007*, Port Lincoln Salmon Pty Ltd of PO Box 1635, Port Lincoln, SA, 5606, holder of Marine Scalefish Fishery licence number M210 (the 'exemption holder'), the registered master or replacement master, is exempt from Section 70 of the *Fisheries Management Act 2007*, and Regulation 5(b)(i) and Part 1 of Schedule 7 of the *Fisheries Management (General) Regulations 2017* but only insofar as the exemption holder may use a purse seine net for the purposes of taking West Australian Salmon for trade or business in the waters described in Schedule 1 (the "exempted activity"), subject to the conditions set out in Schedule 2, from 15 October 2026 until 14 October 2027, unless this notice is varied or revoked earlier.

SCHEDULE 1

The waters of Spencer Gulf near Wedge Island as described in Schedule 7 of the *Fisheries Management (General) Regulations 2017* as follows:

The waters near Wedge Island contained within and bounded by a line commencing at Mean High Water Springs closest to 35°07'02.05" South, 136°27'49.94" East (North Island), then beginning southerly following the line of Mean High Water Springs (North Island) to the location closest to 35°07'15.64" South, 136°28'43.72" East, then south-easterly to the location on Mean High Water Springs (Wedge Island) closest to 35°09'40.22" South, 136°29'38.71" East, then beginning north-westerly following the line of Mean High Water Springs (Wedge Island) to the location closest to 35°08'04.19" South, 136°27'05.22" East, then north-easterly to the point of commencement (GDA2020).

SCHEDULE 2

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 may only undertake the activity pursuant to this exemption when fishing from a boat that is registered on Marine Scalefish Fishery licence M210.
3. The exempted activity may only be undertaken using a purse seine net, registered on Marine Scalefish Fishery licence M210 and with dimensions of not more than 400 metres in length, not more than a 13 metres net depth and mesh size not less than 50 millimetres.
4. The exemption holder may fish pursuant to this exemption for a maximum of twenty (20) days during the term of this notice.
5. Any aquatic resources other than West Australian Salmon captured during the exempted activity must be returned to the water immediately.
6. The exemption holder must notify the Department of Primary Industries and Regions (PIRSA) Fishwatch on 1800 065 522 prior to conducting the exempted activity and provide the following information:
 - The place and time of departure;
 - The place and time of landing; and
 - Exemption number.
7. Whilst engaged in the exempted activity, the exemption holder must be in possession of a copy of this notice, and this notice must be produced to a Fisheries Officer if requested.

The exemption holder must not contravene or fail to comply with the *Fisheries Management Act 2007* or any regulations made under that Act, except where specifically exempted by this notice.

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*. The exemption holder and his agents must comply with any relevant regulations, permits, requirements and directions from the Department for Environment and Water when undertaking activities within a marine park.

Dated: 14 October 2026

PROFESSOR GAVIN BEGG
Executive Director
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Ministerial Exemption: ME9903463

Take notice that, pursuant to Section 115 of the *Fisheries Management Act 2007*, I, Professor Gavin Begg, Executive Director Fisheries and Aquaculture, delegate of the Minister for Primary Industries and Regional Development, hereby exempt the classes of persons specified in Schedule 1 from Section 71 of the *Fisheries Management Act 2007*, insofar as they may interfere with, harass, take, destroy, injure, damage or otherwise harm White Sharks also known as Great White or White Pointer Sharks (*Carcharodon carcharias*) in an emergency (the exempted activity), in State waters, subject to the conditions specified in Schedule 2, from 20 October 2026 until 19 October 2027, unless otherwise varied or revoked.

SCHEDULE 1

- A Fisheries Officer appointed under the *Fisheries Management Act 2007*; or
- A member of SA Police (within the meaning of the *Police Act 1998*).

SCHEDULE 2

1. Subject to the conditions of this notice, the exempted activity must not be carried out without the written authorisation and direction of one of the following officers of the Department of Primary Industries and Regions:
 - Executive Director, Fisheries and Aquaculture
 - Director Operations, Fisheries and Aquaculture
 - General Manager Operations Support, Fisheries and Aquaculture.
2. Authorisation to carry out the exempt activity may only be granted in such circumstances where there is prolonged danger or continued threat to human life consistent with the PIRSA Fisheries and Aquaculture Shark Sightings and Incident Response Plan.

3. The exemption holder may be assisted by persons (including commercial licence holders) under the direct supervision of the exemption holder.
4. Authorisation may be verbal if the urgency of the situation requires an immediate response. In these circumstances written confirmation of the authorisation and direction must be given within 48 hours.
5. No Authorisation is required if:
 - The threat to human life from shark attack is considered to be so imminent that seeking authorisation is not reasonably practicable; or
 - All reasonable attempts to contact the persons listed in condition 1 have been unsuccessful and immediate action is required in circumstances consistent with condition 2.

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*. The exemption holder and his agents must comply with any relevant regulations, permits, requirements and directions from the Department for Environment and Water when undertaking activities within a marine park.

Dated: 19 October 2026

PROFESSOR GAVIN BEGG
Executive Director
Fisheries and Aquaculture

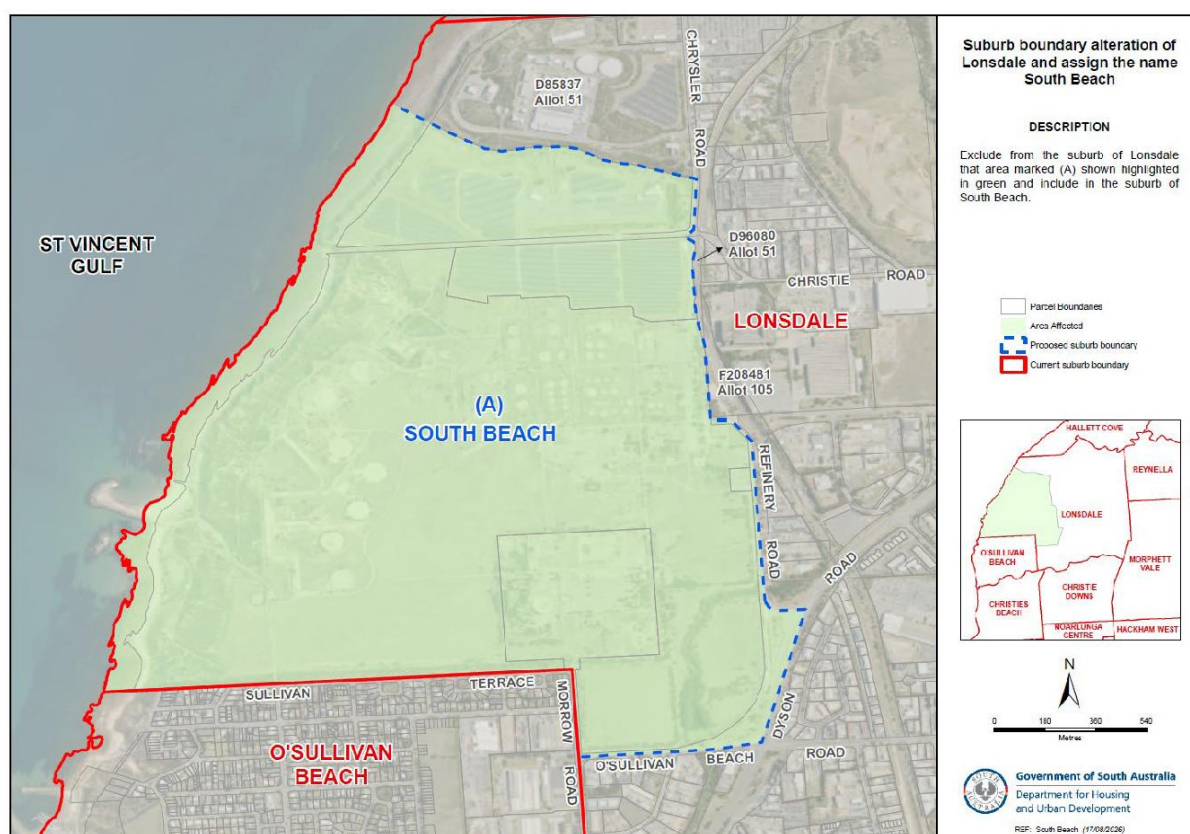
Delegate of the Minister for Primary Industries and Regional Development

GEOGRAPHICAL NAMES ACT 1991

Notice of Intention to Alter the Boundaries of a Place and Assign a Name to a Place

Notice is hereby given that, pursuant to Section 11B(2)(d) of the *Geographical Names Act 1991*, I, the Honourable Nick Champion MP, Minister for Planning, Minister of the Crown to whom the administration of the *Geographical Names Act 1991* is committed, seeks public comment on a proposal to:

1. Alter the suburb boundary to exclude from the suburb of **LONSDALE** that area marked (A) shown highlighted in green on the location map below.
2. Assign the name **SOUTH BEACH** to that area marked (A).



This proposal can also be viewed at www.sa.gov.au/placenameproposals.

Submissions in writing regarding this proposal may be lodged with the Surveyor-General, GPO Box 1815, Adelaide SA 5001, or DHUD.PlaceNames@sa.gov.au within one month of the publication of this notice.

Dated: 16 October 2026

HON. NICK CHAMPION MP
Minister for Planning

2026/05517/01

GOVERNORS' PENSIONS ACT 1976

Authorisation of Payment

I, the Hon. Tom Koutsantonis MP, Treasurer of South Australia (the "Treasurer"), pursuant to Sections 3 and 4 of the *Governors' Pensions Act 1976*, hereby provide for and authorise the payment of an annual pension on and from 7 October 2026, for life, of the sum of \$159,024 to Francis Jennifer Adamson, a former Governor of the State of South Australia.

Dated: 16 October 2026

HON. TOM KOUTSANTONIS MP
Treasurer

THE COMMON SEAL OF THE TREASURER was hereunto affixed by authority of the Treasurer and in the presence of:

BEN TUFFNELL
Witness

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
30A Zephyr Terrace, Port Willunga SA 5173	Lot 2 Primary Community Plan 24307 Hundred of Willunga	CT5998/112	\$407.25

Dated: 22 October 2026

CRAIG THOMPSON
Registrar, Housing Regulation
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
1 Barr Street, Glanville SA 5015	Allotment 14 Filed Plan 3143 Hundred of Port Adelaide	CT5594/293
Unit 11/72 Military Road, Tennyson SA 5022	Unit 11 Strata Plan 2149 Hundred of Yatala	CT5041/614

Dated: 22 October 2026

DAVID OSBORNE
Manager
Housing Safety Authority
Delegate of the Minister for Housing and Urban Development

HYDROGEN AND RENEWABLE ENERGY ACT 2023

Application for Grant of Renewable Energy Infrastructure Licence—REIL 2

Pursuant to Section 32(3) of the *Hydrogen and Renewable Energy Act 2023*, notice is hereby given that an application for a renewable energy infrastructure licence over the area described below has been received from:

Whyte Yarcowie Wind Farm Pty Ltd*Description of Application Area*

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

All coordinates GDA2020 Zone 54

303188.20mE 6319572.06mN
303503.76mE 6319531.71mN
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303215.68mE	6318183.43mN
303197.72mE	6319091.06mN
303188.20mE	6319572.06mN

Excluding Areas bound by:

Area 1

306669.41mE	6321093.55mN
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307005.18mE	6320800.91mN
306999.22mE	6321082.48mN
306998.98mE	6321101.11mN
306669.41mE	6321093.55mN

Area 2

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311322.56mE	6318859.14mN
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311186.72mE	6318812.56mN

Area 3

312516.55mE	6318008.01mN
312517.44mE	6317967.79mN
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312556.77mE	6318008.90mN
312551.54mE	6318008.78mN
312516.55mE	6318008.01mN

Area 4

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Area 5

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305766.31mE	6309350.78mN
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305703.13mE	6309263.80mN
305667.54mE	6309214.81mN

Area 6

306522.59mE	6308631.46mN
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306648.91mE	6308687.66mN
306575.50mE	6308740.46mN
306522.59mE	6308631.46mN

Area 7

306488.79mE 6308580.57mN
 306549.28mE 6308529.43mN
 306552.73mE 6308532.65mN
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 306632.28mE 6308663.05mN
 306584.98mE 6308662.89mN
 306488.79mE 6308580.57mN

AREA: 99 square kilometres approximately

The application may be inspected at the offices of the Department for Energy and Mining located at Level 7, 30 Gouger Street, Adelaide, SA 5000. To arrange an inspection, please contact the Department via email at DEM.ERDLicensing@sa.gov.au.

Dated: 6 October 2026

PAUL DE IONNO
 Executive Director
 Regulation and Compliance Division
 Department for Energy and Mining
 Delegate of the Minister for Energy and Mining

LETTERS PATENT CONSTITUTING THE OFFICE OF GOVERNOR

Assumption of the Administration of the State by an Administrator

Take notice that, due to the vacancy in the office of Governor in and over the State of South Australia, I have requested that the Honourable Chief Justice Laura Grace Stein assume the administration of the State as Administrator from 12:00am on Sunday, 25 October 2026 until 11:59pm on Friday, 30 October 2026, and Dr Richard Harris, the Lieutenant-Governor of South Australia, assume the administration of the State as Administrator from 12:00am until 11:59pm on Saturday, 31 October 2026, pursuant to the Letters Patent constituting the Office of Governor made on 14 February 1986, as amended by the Governor of the State of South Australia by Order in Council on 25 October 2001 and 29 June 2023.

Dated: 30 September 2026

PETER MALINAUSKAS
 Premier

MINING ACT 1971

Application for a Mining Lease

Notice is hereby given in accordance with Section 56H of the *Mining Act 1971* (SA) that an application has been made for a Mining Lease over the area of Mineral Claim 4592 as follows:

Applicant: Tatiara Trench Diggers Pty Ltd (ACN 142 557 355) as Trustee for S and S Rowett Family Trust
 Application Number: MLA-01136
 Authorising Tenement: Mineral Claim 4592
 Land Description: Certificate of Title Volume 5833 Folio 469
 Location: Carew, approximately 25km west of Bordertown
 Area: 15.34 hectares approximately.
 Purpose: Authorised Operations for the recovery of minerals:
 CATEGORY: Construction Materials (Extractive)
 Primary Commodity: Limestone
 CATEGORY: Construction Materials (Extractive)
 Secondary Commodities: Sand
 CATEGORY: Industrial Minerals (Industrial)
 Secondary Commodities: Limesand, Limestone

To arrange an inspection of the Mining Lease Application and Associated Mining Lease Proposal at the Department for Energy and Mining, please call 08 8463 3103.

An electronic copy can be accessed on the Department for Energy and Mining website:

<https://www.energymining.sa.gov.au/industry/minerals-and-mining/mining/community-engagement-opportunities>

Written submissions in relation to the Application and Mining Lease Proposal are invited to be received at the Department for Energy and Mining, Mining Regulation, Attention to: Business Support Officer, GPO Box 618, Adelaide SA 5001 or dem.miningregrehab@sa.gov.au by not later than **4 November 2026**.

The delegate of the Minister for Energy and Mining is required to have regard to these submissions in determining whether to grant or refuse the application and, if granted, the terms and conditions upon which the mineral tenement should be granted.

When you make a written submission, that submission becomes a public record. Your submission will be provided to the Applicant and may be made available for public inspection.

Dated: 22 October 2026

CAROLINE ANDREWS
 Mining Registrar as Delegate for the Minister for Energy and Mining
 Department for Energy and Mining

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 76

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

It is necessary to amend the Planning and Design Code (the Code) in operation at 8 October 2026 (Version 2026.19) in order to make changes of form relating to the Code's spatial layers and their relationship with land parcels. Note: There are no changes to the application of zone, subzone or overlay boundaries and their relationship with affected parcels or the intent of policy application as a result of this amendment.

1. Pursuant to Section 76 of the *Planning, Development and Infrastructure Act 2016* (the Act), I hereby amend the Code in order to make changes of form (without altering the effect of underlying policy), correct errors and make operational amendments as follows:
 - (a) Undertake minor alterations to the geometry of the spatial layers and data in the Code to maintain the current relationship between the parcel boundaries and Code data as a result of the following:
 - (i) New plans of division deposited in the Land Titles Office between 30 September 2026 and 13 October 2026 affecting the following spatial and data layers in the Code:
 - A. Zones and subzones
 - B. Technical and Numeric Variations
 - Building Heights (Levels)
 - Building Heights (Metres)
 - Concept Plan
 - Finished Ground and Floor Level
 - Minimum Frontage
 - Minimum Site Area
 - Minimum Primary Street Setback
 - Minimum Side Boundary Setback
 - Future Local Road Widening Setback
 - Site Coverage
 - C. Overlays
 - Affordable Housing
 - Character Area
 - Coastal Flooding
 - Defence Aviation Area
 - Future Local Road Widening
 - Future Road Widening
 - Heritage Adjacency
 - Local Heritage Place
 - Noise and Air Emissions
 - Significant Retirement Facility and Supported Accommodation Sites
 - State Heritage Place
 - Stormwater Management
 - Urban Tree Canopy
 - (b) In Part 13 of the Code—Table of Amendments, update the publication date, Code version number, amendment type and summary of amendments within the 'Table of Planning and Design Code Amendments' to reflect the amendments to the Code as described in this Notice.
 2. Pursuant to Section 76(5)(a) of the Act, I further specify that the amendments to the Code as described in this Notice will take effect upon the date those amendments are published on the SA planning portal.

Dated: 15 October 2026

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

THE REMUNERATION TRIBUNAL

REPORT NO. 8 OF 2026

*2026 Review of Remuneration for Official Visitors of Correctional Institutions***EXECUTIVE SUMMARY**

1. The Remuneration Tribunal (**Tribunal**) has conducted a review of Determination 7 of 2025 which sets remuneration (including travel allowances and reimbursements) for Official Visitors of Correctional Institutions of South Australia appointed under the *Correctional Services Act 1982* (SA) (**Official Visitors**).
2. As explained in this Report, the Tribunal has determined to increase the hourly remuneration for the Official Visitors to \$90.12 by re-establishing the link between the base rate for the Official Visitor's hourly remuneration with the wage rate for the LEC 4 Legal Officer function in the South Australian Public Sector (**LEC 4**).
3. The Tribunal has maintained the current arrangements of incorporating a loading into that hourly rate to account for the Official Visitors' lack of superannuation and workers' compensation insurance. The rates for those loadings remain unchanged.

4. As the Department for Correctional Services (**DCS**) has advised it is considering the payment of superannuation in concert with other changes, the Tribunal has set an alternative hourly rate of \$80.46 which will apply in the event that superannuation payments consistent with the Commonwealth Superannuation Guarantee are paid by the DCS.
5. The Tribunal has further determined to increase the Meal Allowances to reflect the rate in Australian Taxation Determination (TD 2026/4) concerning reasonable meal expenses for domestic travel and has applied increases of CPI to both the Incidental and Accommodation Allowances provided for by Determination 7 of 2025.
6. The Tribunal has issued an accompanying Determination which applies from 1 October 2026.

BACKGROUND

7. Section 14 of the *Remuneration Act 1990* (SA) (**Act**) provides that the Tribunal has jurisdiction to determine the remuneration, or a specified part of the remuneration, payable in respect of certain offices, if such jurisdiction is conferred upon the Tribunal by any other legislation or by the Governor by proclamation.
8. Section 20B of the *Correctional Services Act 1982* (SA) (**CS Act**) confers jurisdiction on the Tribunal to make determinations of remuneration, allowances and expenses for the Official Visitors.
9. As required by Section 8 of the Act, the Tribunal has conducted an annual review of its current Determination with respect to the Official Visitors.

THE REVIEW PROCESS

10. On 17 September 2026, in accordance with Sections 10(2) and 10(4) of the Act, the Tribunal wrote to and invited submissions by 8 October 2026 in respect of this review from:
 - (a) The Honourable Premier of South Australia—as the Minister responsible for the Act who may make submissions or introduce evidence in the public interest;
 - (b) The Minister for Correctional Services.
 - (c) The DCS; and
 - (d) The Official Visitors.
11. The Tribunal also placed a notice on its website from 17 September 2026 inviting submissions from affected persons by 8 October 2026.
12. As part of the review, the Tribunal specifically invited submissions on the following aspects of the Determination:
 - (a) Whether the 100km limitation on the Official Visitors' eligibility for a lunch allowance for same day travel remains appropriate; and
 - (b) Whether any changes have been made to the workers' compensation and superannuation arrangements for the Official Visitors since Determination 2 of 2024.
13. On 20 September 2026 the Tribunal received a submission from Mr Aaron Cooke, an Official Visitor:
 - (a) **Remuneration:** The LEC 4 classification is an appropriate remuneration benchmark for the Official Visitors hourly rate and the relativity between the two should be restored as the enterprise bargaining negotiations concluded in November 2025. The Tribunal should also consider the effective dates of the increases in the LEC 4 rate under the Award and reflect those adjustments in the Official Visitor rates.
 - (b) **Superannuation and Workers' Compensation:** The Tribunal's current approach of compensating for the absence of these entitlements through the hourly rate remains appropriate.
 - (c) **Same-day Lunch Allowance:** Supported there being an eligibility threshold but suggested that it be time-based or a combination of a time and distance threshold. Because Official Visitors often spend significant time at an institution undertaking their duties (six or seven hours) which would necessitate the purchase of a meal while undertaking their duties but have not met the 100km threshold.
 - (d) **Motor Vehicle Allowance:** Remove the 100km threshold to access reimbursement for using a private motor vehicle for official duties and allow reimbursement once a reasonable amount of travel has been undertaken, because the cost of using a private vehicle for official purposes is incurred from the commencement of travel. The current threshold excludes those who travel 80–90km for official purposes. The rate of the allowance better reflects the actual costs incurred and is appropriate.
 - (e) **Accommodation Allowance:** The rates and methodology are appropriate.
14. On 6 October 2026, Mr Cooke made a further submission advising the Tribunal that the DCS proposed to replace the invoicing arrangements for Official Visitors by paying them through its payroll system which may affect the Official Visitors' superannuation payments. Mr Cooke also raised concerns that the proposal may affect, or be perceived to affect, the independence of Official Visitors from the DCS.
15. On 7 October 2026, the Premier's representative confirmed that the Premier did not intend to make a submission.
16. On 8 October 2026, after the close of submissions, the Tribunal wrote to the Chief Executive of the DCS, seeking clarification about proposed changes to the payment of the Official Visitors with particular reference to the impact those changes may have on the superannuation and workers' compensation arrangements for the Official Visitors.
17. The Chief Executive of the DCS responded to the Tribunal's queries on 12 October 2026 and provided the following information:
 - (a) **Superannuation:** The DCS has reviewed the payment arrangements for Official Visitors in light of its obligations under the Commonwealth's Pay Day Super scheme (**Pay Day Super**). The DCS intends to replace the invoice-based process with a timesheet-based process administered through its payroll system, under which the superannuation component of the Official Visitors' remuneration would be paid separately. The DCS seeks the Tribunal review the current hourly rate and consider whether the component included to account for the absence of separate superannuation payments should be removed or otherwise adjusted. While Pay Day Super came into effect from 1 July 2026, the implementation of the administrative arrangements remains in progress and the DCS is unable to advise of a definitive commencement date.
 - (b) **Workers' Compensation:** The DCS intends to continue treating the Official Visitors as independent statutory office holders, rather than as workers for the purposes of the *Return to Work Act 2014* (SA). Their remuneration should therefore continue to reflect the absence of workers' compensation coverage.
 - (c) **Same-day Lunch Allowance:** The 100km threshold for reimbursement remains appropriate.
 - (d) **Motor Vehicle Allowance:** The 100km threshold for reimbursement remains appropriate.
18. No further submissions were received.

19. For completeness, the Tribunal acknowledges the correspondence of 4 August 2026 from the Chief Executive of the DCS, prior to this review, seeking advice on the application of the Pay Day Super requirements to the Official Visitors.
20. On 13 August 2026 the Tribunal confirmed that the remuneration of the Official Visitors includes an amount in lieu of superannuation because of their unique engagement arrangements because the DCS considers them to be neither employees nor contractors. The Tribunal further confirmed that it was unable to advise on compliance with the Pay Day Super obligations and suggested that the DCS obtain expert advice on this matter.

CONSIDERATION AND CONCLUSION

Remuneration

21. The remuneration for the Official Visitors which is expressed in the Determination as an hourly rate, is comprised of the base rate and then the loadings in lieu of superannuation and workers' compensation insurance. As part of this review, the Tribunal has considered the base rate and the loadings in lieu of superannuation and workers' compensation insurance separately.

Base Rate

22. In 2024 the Tribunal linked the remuneration of Official Visitors to that of the LEC 4. The rate and classification applicable to the LEC 4 is established by the *South Australian Public Sector Enterprise Agreement: Salaried 2021*.
23. When the Tribunal issued Report and Determination 7 in October 2025 the re-negotiation of that enterprise agreement had not been concluded. Consequently, the Tribunal applied a 3% increase to the base rate for Official Visitors.
24. The Tribunal noted in Report 7 that if the increase ultimately agreed for the LEC 4 was significantly higher than that 3%, and a request was made to the Tribunal for a review of the increase in advance of the normal annual review, that request would be considered.
25. On 4 March 2026, the South Australian Employment Tribunal approved the *South Australian Public Sector Enterprise Agreement: Salaried 2026* which establishes increased wage rates for the LEC 4.
26. It was not until submissions were invited as part of this review that any request for an increase to reflect the Enterprise Agreement rate was made.
27. The Tribunal has determined to use the rates that apply to the LEC 4 from 1 July 2026 as the basis for the base rate.
28. In reaching this conclusion, the Tribunal has noted Mr Cooke's submission to the effect that some form of retrospectivity should be applied.
29. Generally, the Tribunal applies prospective wage adjustments and only determines retrospective increases in exceptional circumstances. These exceptional circumstances include unwarranted or unavoidable delays in providing information to the Tribunal.
30. Given that the Tribunal provided an invitation in Report 7 of 2025 for the Official Visitors to request an earlier review of Determination 7 of 2025 following the conclusion of the enterprise bargaining negotiations for the *South Australian Public Sector Enterprise Agreement: Salaried 2026* to implement its increases to the LEC 4 rate and no request of that nature was made, the Tribunal is not satisfied that a retrospective adjustment is appropriate in these circumstances.

Superannuation and Workers' Compensation

31. The Tribunal has maintained its position that the remuneration for the Official Visitors should account for superannuation at the rate of compulsory superannuation payments generally available to employees (the rate of the Commonwealth Superannuation Guarantee) and an amount to offset the absence of workers' compensation arrangements.
32. However, as the DCS now proposes to pay superannuation amounts at the rate of the Commonwealth Superannuation Guarantee a separate rate which would then apply, including a component for workers' compensation has been set.
33. The Tribunal notes the DCS advice that it does not intend to change the workers' compensation arrangements for the Official Visitors. Accordingly, the Tribunal has provided hourly rates within the Determination which maintain a recognition of the workers' compensation costs that may apply to Official Visitors.

Total Hourly Rates

34. The hourly rates for the Official Visitors, including a component for the absence of workers' compensation arrangements are as follows:

Conditions	Hourly Rate
Including a component for Superannuation and Workers' Compensation	\$90.12
Excluding Superannuation but including Workers' Compensation	\$80.46

Same-Day Lunch Allowance & Motor Vehicle Allowance

35. The Tribunal has noted Mr Cooke's submissions that the basis for the same day lunch allowance should be revised, to remove the current qualification of 100km travel and replace this with either a time-based qualification or combination of time and distance.
36. Mr Cooke also suggested that the 100km threshold that applies before an Official Visitor can claim the private motor vehicle allowance should be modified to allow reimbursement once a reasonable amount of official travel has been undertaken.
37. Information to substantiate both submissions is not currently available to the Tribunal.
38. Additionally, previous reviews have canvassed extensively the diversity of arrangements between the Official Visitors.
39. Although the Tribunal has decided not to adopt either proposal in this review, if information addressing and substantiating these matters is provided, they will be considered in the next review. This information should include detailed data on the frequency and circumstances that would warrant changes of the nature sought.
40. The Tribunal has determined not to change the rates of the Motor Vehicle Allowance.

Meals, Incidentals and Accommodation Allowances

41. Consistent with its previous approach, the Tribunal has adjusted the allowances as follows:
 - (a) Meal Allowances are increased to the rate reflected in the Australian Taxation Determination (TD2026/4) concerning reasonable meal expenses;
 - (b) Incidentals Allowance is increased by Adelaide's CPI (June 2025 to June 2026); and
 - (c) Accommodation Allowance is also increased by Adelaide's CPI (June 2025 to June 2026).

Independence of the Official Visitors

42. The Tribunal has noted concerns that the DCS' proposed changes to the payment arrangements for Official Visitors may affect, or be perceived to affect, their independence from the DCS. As these issues are not within the Tribunal's jurisdiction, it has not expressed a position on them.

43. An accompanying Determination has been issued and will operate from 1 October 2026.

Dated: 16 October 2026

MATTHEW O'CALLAGHAN
President
DONNY WALFORD
Member
MARK YOUNG
Member

THE REMUNERATION TRIBUNAL

DETERMINATION NO. 8 OF 2026

2026 Review of Remuneration for Official Visitors of Correctional Institutions

SCOPE OF DETERMINATION

1. This Determination applies to Official Visitors of correctional institutions of South Australia appointed under the *Correctional Services Act 1982* (SA).

REMUNERATION

2. The Tribunal hereby determines that Official Visitors shall be paid the following amounts per hour as compensation for the discharge of their Official Visitor duties:

Conditions	Hourly Rate
Including a component for Superannuation and Workers' Compensation	\$90.12
Excluding Superannuation but including Workers' Compensation	\$80.46

ALLOWANCES AND EXPENSES

3. Should an Official Visitor undertake official travel in the discharge of their duties as an Official Visitor, he or she will be entitled to any applicable allowances and reimbursements as per the table below:

Allowances	
Meal allowance (Overnight travel)	For official travel that necessitates absence from the Official Visitor's principal place of residence overnight: • Breakfast \$39.20 per meal • Lunch \$55.35 per meal • Dinner \$77.65 per meal
Meal allowance (Same-day travel)	For intra-day official travel where the total travelling distance on a single day is expected to be 100 kilometres or more as measured by return trip from the Official Visitor's principal place of residence to the place or places of duty for that day: • Lunch \$55.35 per meal Note: The incidentals allowance is not applicable for same-day travel
Incidentals allowance (Overnight travel)	For official travel that necessitates absence from the Official Visitor's principal place of residence overnight: • \$9.82 per day. Tax invoices or receipts are not required.
Motor vehicle allowance	For official travel that necessitates absence from the Official Visitor's principal place of residence overnight; or For intra-day official travel where the total travelling distance on a single day is expected to be 100 kilometres or more as measured by return trip from the Official Visitor's principal place of residence to the place or places of duty for that day. Where an Official Visitor will be using their own private vehicle for official purposes, the Official Visitor will be paid an allowance per kilometre travelled as follows: • Motor car, station wagons and utilities—\$1.22 per kilometre • Motorcycles/scooters—\$0.49 per kilometre

Expense Reimbursements	
Accommodation	For official travel that necessitates absence from the Official Visitor's principal place of residence overnight: • up to \$255 per night. Reimbursement of expenditure for accommodation at bona fide hotels, motels or boarding houses (No entitlement to reimbursement of expenses in relation to Airbnb or similar accommodation sharing services). Tax invoices or receipts are required. The relevant agency chief executive or the chief executive's delegate has the authority to approve where necessary, reimbursements for Official Visitors at a higher rate than detailed above, prior to the travel being undertaken, if sufficient justification exists for a higher amount.
Vehicle hire	South Australian Government Financing Authority (SAFA) Hire SAFA provides government vehicles for short-term and long-term hire, in accordance with the authorisation of the chief executive. Agencies are issued with SAFA cards for the short-term hire of government vehicles according to their service arrangements with SAFA. Vehicle Hire—Private Providers Where an agency's short term vehicle requirements cannot be met by SAFA, or travel interstate is required, a vehicle may be hired from an alternative provider. An Official Visitor must comply with requirements of the government's travel contract and hire a vehicle from a company specified in this contract. Upgrades on vehicle hire can be accepted where no additional cost is incurred, except where the receipt of such upgrades could be perceived as a conflict of interest with the Official Visitor's duties.
Taxi fares	Cab Charge vouchers/cards will be issued to Official Visitors from the Department for Correctional Services (DCS) to cover the cost of taxi fares and to enable their travel to and from each site without the need for reimbursement. <i>The use of Uber and other ride-sharing services will not be supported for the Official Visitors due to the limited ability of these services to provide receipts required for reimbursement.</i>
Air travel	DCS or the relevant agency will meet the cost of any airfares required in connection with an Official Visitor discharging his or her official duties. Official Visitors must book the lowest logical fare compatible with their air travel needs when booking their air travel. This will mainly apply to non-programmed visits. For scheduled visits, these may be booked through DCS.

4. For the purposes of the above allowances and expenses, any definitions of words will have the same meaning as in the Commissioner for Public Sector Employment's Determination Employee Conditions—Remuneration—Allowances and Reimbursements 3.2 or its successor instrument.

DATE OF OPERATION

5. This Determination operates from 1 October 2026. It supersedes Determination 7 of 2025.

Dated: 16 October 2026

MATTHEW O'CALLAGHAN
President
DONNY WALFORD
Member
MARK YOUNG
Member

THE REMUNERATION TRIBUNAL

REPORT NO. 9 OF 2026

2026 Review of Allowances for Members of the Parole Board of South Australia

EXECUTIVE SUMMARY

1. The Remuneration Tribunal (**Tribunal**) has conducted its biennial review of Determination 6 of 2024 which sets allowances for members of the Parole Board of South Australia appointed under the *Correctional Services Act 1982* (SA) (**CS Act**).
2. The Tribunal has determined that the bases for calculating the allowances as set out in Determination 11 of 2021 (**Inaugural Determination**) remain appropriate.
3. The per annum allowances remain directly linked to the salary of a puisne Judge of the Supreme Court of South Australia (**puisne Judge**). The sessional rate allowances also remain calculated on the basis established by the Inaugural Determination. The rate of increase for the sessional rates remains as the percentage increase applicable to the salary of the puisne Judge rounded to the nearest dollar as established by Determination 12 of 2022.
4. For the next review, the Tribunal proposes to simplify the determination and any adjustment process by specifying the annual allowances payable to the Presiding Member, Deputy Presiding Member and Ordinary Members (Excluding Public Sector Employees) as monetary amounts. This will allow any percentage increase applied to the salary of puisne Judge to be applied to those amounts as well as the sessional rate allowances from the same date.
5. The Tribunal has also determined to extend to all members of the Parole Board the Security Installation Reimbursement and Security Allowance provided for by Determination 8 of 2025 (**Judicial Security Allowances**).
6. Unless the Tribunal determines otherwise, any increase in the Judicial Security Allowances under a successor determination applying to members of the Judiciary will also apply to members of the Parole Board from the same operative date.

7. The Tribunal has issued the Determination, which operates from 1 October 2026 and supersedes Determinations 6 of 2024 and 17 of 2024. The financial year cap for the 2025-26 financial year applies from 1 July 2025 and 2026-27 financial year applies from 1 July 2026.

BACKGROUND

8. Section 14 of the *Remuneration Act 1990* (SA) (**Act**) provides that the Tribunal has jurisdiction to determine the remuneration, or a specified part of the remuneration, payable in respect of certain offices, if such jurisdiction is conferred upon the Tribunal by any other legislation or by the Governor by proclamation.
9. Section 57 of the CS Act confers jurisdiction on the Tribunal to determine the allowances and expenses to be paid to the members of the Parole Board.
10. As required by Section 57(4) of the CS Act and Regulation 39A of the *Correctional Services Regulations 2016* (SA) (**CS Regulations**) the Tribunal has conducted its biennial review of its current determination with respect to members of the Parole Board.

THE REVIEW PROCESS

11. On 10 September 2026, in accordance with Sections 10(2) and 10(4) of the Act, the Tribunal wrote to and invited submissions by 1 October 2026 in respect of this review from:
- The Honourable Premier of South Australia—as the Minister responsible for the Act who may make submissions or introduce evidence in the public interest;
 - The Minister for Correctional Services; and
 - The Members of the Parole Board.
12. The Tribunal also placed a notice on its website from 10 September 2026 inviting submissions from affected persons by 1 October 2026.
13. As part of the review, the Tribunal specifically invited submissions on whether the security arrangements applying to members of the Judiciary should also apply to members of the Parole Board.
14. On 30 September 2026, the Premier’s representative confirmed that the Premier did not intend to make a submission.
15. On 1 October 2026, the Tribunal received a submission from Ms Frances Nelson KC, the Presiding Member of the Parole Board, which addressed the following issues:
- Allowances:** The existing link established by the Tribunal between the allowances of Parole Board members and Judicial Officers should be maintained, with any increases for Judicial Officers also applying to Parole Board members. This linkage is appropriate because while the Board’s workload is already substantial, it continues to expand, particularly with respect to high-risk offenders. That work represents the most demanding and fastest growing component of the Board’s workload; and
 - Security Arrangements:** The Judicial Security Allowances should be extended to members of the Parole Board. The Board noted that, although all members serve part-time, the arrangements for members of the Judiciary provide the full amount of each allowance to part-time office holders.
16. No further submissions were received.

CONSIDERATION AND CONCLUSION

Allowances

17. The Presiding Member’s submission provided extensive detail regarding the workload of the Parole Board and the complexity of the work. The submission also canvassed the impact of the *Criminal Law (High Risk Offenders)(Miscellaneous) Amendment Act 2024* (SA) which has increased the interconnection between the Parole Board and the Supreme Court, as well as amendments to Section 71 of the CS Act which permit the Parole Board to impose further conditions of parole on offenders where no breach of parole has occurred. Section 71 has given the Board a broader and more active role in managing risk in the community. The Presiding Member also noted the workload resulting from the review of two Parole Board decisions before the Parole Administrative Review Commissioner (**PARC**), one of which required the Presiding Member to personally seek Judicial Review of the PARC’s decision.
18. Although the work of the Parole Board has continued to evolve, the Tribunal is satisfied that the direct link between the annual allowances for Parole Board members and the salary of a puisne Judge remains appropriate.
19. The Inaugural Determination distinguishes between members of the Parole Board who are paid an allowance on a per annum basis and members of the Parole Board who are paid an allowance per session.
20. The Inaugural Determination also established the Presiding Member’s per annum allowance as a percentage of the salary of a puisne Judge. It established the per annum allowances of the Deputy Presiding Member and Ordinary Members (Excluding Public Sector Employees) as percentages of the Presiding Member’s allowance. This approach created a direct link between the allowances of these Parole Board members and the salary of a puisne Judge, while maintaining the stated relativities between the per annum allowances whenever the judicial salary changes.
21. Subject to any submissions which may be put to it in the next review, the Tribunal anticipates specifying the annual allowances payable to the Presiding Member, Deputy Presiding Member and Ordinary Members (Excluding Public Sector Employees) as monetary amounts, consistent with the expression of the sessional rate allowances. The Tribunal considers that this will improve clarity and consistency. By itself, this approach is not expected to significantly change allowance amounts, although there may be marginal rounding differences.
22. For the purposes of the current review and Determination, the Tribunal has set out below the current annual allowances in both percentage and monetary terms, based on Determination 8 of 2025, the most recent determination concerning the salary of a puisne Judge:

Office Holder (per annum rate)	Annual Allowance (per annum rate)	Allowance Amount (per annum rate)
Presiding Member	An amount equivalent to 45% of the salary payable to a puisne Judge of the Supreme Court of South Australia ¹	\$238,536
Deputy Presiding Member	An amount equivalent to 60% of the allowance payable to the Presiding Member of the Parole Board of South Australia	\$143,122
Ordinary Member (Excluding Public Sector Employees)	An amount equivalent to 30% of the allowance payable to the Presiding Member of the Parole Board of South Australia	\$71,561

¹ As currently provided for by Determination 8 of 2025, or its successor, made by the Remuneration Tribunal of South Australia.

23. The Tribunal intends to request from the Department of Correctional Services confirmation of the annual allowances paid to the Presiding Member, Deputy Presiding Member and any Ordinary Members (Excluding Public Sector Employees) when these allowances are next reviewed, to ensure that there is a consistent approach.
24. The foreshadowed change will mean that all allowance rates applicable to Parole Board members are expressed in monetary terms and can be increased using the same adjustment method as applied to the sessional rate allowances.
25. Determination 12 of 2022 provided that the sessional rate allowances and financial year cap established by the Inaugural Determination would increase by the same percentage applied by the Tribunal to the salary of a puisne Judge from time to time, rounded to the nearest dollar to maintain the relativities between the allowances.
26. The Tribunal has determined that this approach remains appropriate and has updated the sessional rate allowances and financial year cap in the Determination to reflect the most recent percentage increase applied to the salary of a puisne Judge by Determination 8 of 2025.
27. The adjusted allowances and the financial year cap have been rounded up to the nearest dollar. The allowance adjustments take effect from the operative date of the relevant determination concerning the salary of a puisne Judge, being 1 September 2025.
28. However, the adjustment to the financial year cap takes effect from 1 July of 2025.
29. The Tribunal notes that the Determination remains structured to make any increases to the allowances due to changes to the salary of the puisne Judge automatic.

Security Allowances

30. Since 2022 the Tribunal has invited the Parole Board to request that the security arrangements applicable to members of the Judiciary be extended to members of the Parole Board.
31. In her submission, the Presiding Member of the Parole Board requested that the security arrangements be extended to all members of the Parole Board because of the inherent risk posed to them arising from their work, which necessarily includes making decisions directly affecting the liberty of prisoners and offenders.
32. In many instances those subject to the Parole Board's decisions are those convicted of serious violent and sexual offences and are classed as high-risk offenders.
33. While performing their duties, members conduct face to face interviews with these offenders, refuse parole applications, cancel parole, and impose conditions restricting where offenders may live, travel and communicate. Through 2024-25 the Parole Board issued 454 warrants for the arrest of parolees and ISO/ESO offenders.
34. The Tribunal is satisfied that the work of Parole Board members exposes them to risks of intimidation, harassment and targeted retaliation that may extend beyond the workplace to their homes.
35. Accordingly, the Tribunal has determined that the Judicial Security Allowances under Determination 8 of 2025, or any successor determination made by the Tribunal, will apply to members of the Parole Board because the security risks faced by Parole Board members and members of the Judiciary are comparable.
36. For the avoidance of doubt, every member of the Parole Board is eligible for the full Security Installation Reimbursement and Security Allowance, regardless of whether the member receives a per annum or sessional allowance or serves on a part-time or full-time basis.
37. Consistent with its established practice and Section 57(5) of the CS Act and Regulation 39A of the CS Regulations, the Tribunal has determined that it will not conduct another review of the allowances for two years, unless requested to do so earlier.
38. The Department for Correctional Services and its payroll provider are responsible for administering the adjustments required by the Determination.
39. The Determination has been issued and will operate from 1 September 2025.

Dated: 16 October 2026

MATTHEW O'CALLAGHAN
President
DONNY WALFORD
Member
MARK YOUNG
Member

THE REMUNERATION TRIBUNAL

DETERMINATION NO. 9 OF 2026

2026 Review of Allowances for Members of the Parole Board

SCOPE OF DETERMINATION

1. This Determination applies to Members and Deputy Members of the Parole Board appointed under the *Correctional Services Act 1982* (SA).

ALLOWANCES AND EXPENSES

2. The following allowances are payable to Members of the Parole Board of South Australia as compensation for the performance of their Parole Board duties:

Office Holder (per annum rate)	Allowance (per annum rate)
Presiding Member	An amount equivalent to 45% of the salary payable to a puisne Judge of the Supreme Court of South Australia ²
Deputy Presiding	An amount equivalent to 60% of the allowance payable to the Presiding Member of the Parole Board of South Australia
Ordinary Member (Excluding Public Sector Employees)	An amount equivalent to 30% of the allowance payable to the Presiding Member of the Parole Board of South Australia

² As currently provided for by Determination 8 of 2025, or its successor, made by the Remuneration Tribunal of South Australia.

Office Holder (sessional rate)	Allowance (sessional rate)
Deputy Member of the Parole Board—Ordinary Member	\$1,701 per session <i>subject to increases under Clause 8</i>
Member or Deputy Member of the Parole Board—Qualified Medical Officer undertaking Parole Board duties outside of public sector work (see Clause 6 below)	\$1,701 per session <i>subject to increases under Clause 8</i>
Member of the Parole Board—Public Sector Employee (see Clause 7 below)	\$568 per session <i>subject to increases under Clause 8</i>

3. The annual allowances specified in Clause 2 are payable in fortnightly instalments. Sessional allowances are payable per session.
4. If an office holder holds multiple offices listed in Clause 2, they are entitled only to the allowance payable for the highest office held.
5. Sessional rates payable under this Determination are capped for each financial year:
 - 5.1 for a Member who is a qualified medical officer—at an amount equivalent to the annual allowance payable to an ordinary Member for that financial year
 - 5.2 for all other Members—at a maximum amount of \$50,967 per Member (subject to Clause 8).
6. A Member or Deputy Parole Board Member who is a qualified medical officer and who undertakes Parole Board work outside of their public sector work will receive the applicable sessional allowance (currently \$1,701) per session for Parole Board work undertaken outside of their public sector work.
7. A Parole Board Member who is a public sector employee who participates in Parole Board hearings and activities in public sector time but who undertakes preparation work for Parole Board hearings in their own time will receive the applicable sessional allowance (currently \$568) per session for which they are required to undertake that preparation.
8. If the Tribunal makes a determination which increases the salary of a puisne Judge of the Supreme Court of South Australia, the allowances will be taken to have increased by the same percentage (rounded up to the nearest dollar) applied to the salary of a puisne Judge of the Supreme Court of South Australia and with effect from the same date. The cap prescribed in Clause 5.2 will also be taken to increase by the same percentage (rounded up to the nearest dollar). That new capped amount will apply to the financial year in which the puisne Judge of the Supreme Court of South Australia's salary increase takes effect. For example, if the salary increase takes effect from 1 September 2025, the new cap will apply from the financial year commencing 1 July 2025.

SECURITY ALLOWANCES

Security Installation Reimbursement and Security Allowance

9. Members of the Parole Board are entitled to the Security Installation Reimbursement and Security Allowance which applies to members of the Judiciary under Determination 8 of 2025, or its successor Determination, made by the Remuneration Tribunal of South Australia.
10. The entitlements in Clause 9 apply in full, regardless of whether the Member or Deputy Member of the Parole Board:
 - 10.1 Is appointed on a full-time or part-time basis; or
 - 10.2 Receives an annual allowance or a sessional allowance for their service on the Parole Board.
11. Adequate administrative systems and practices in relation to compliance with this Determination are a matter for the Department for Correctional Services.

DATE OF OPERATION

12. This Determination operates from 1 September 2025, with the current financial year caps applying from the financial year commencing 1 July 2025. It supersedes Determinations 6 of 2024 and 17 of 2024.

Dated: 16 October 2026

MATTHEW O'CALLAGHAN
President
DONNY WALFORD
Member
MARK YOUNG
Member

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

NOTICE OF CONFIRMATION OF ROAD PROCESS ORDER

Road Closure—Portion of Doug Road, Dudley East

By Road Process Order made on 26 June 2026, the Kangaroo Island Council ordered that:

1. Portion of Doug Road, Dudley East, situated adjoining allotment 101 in Deposited Plan 65252, Hundred of Dudley, more particularly delineated and lettered 'A' in Preliminary Plan 26/0008 be closed.
2. Transfer the whole of the land subject to closure to New Country (Kangaroo Island) Pty. Ltd. (ACN: 074 147 078) in accordance with the Agreement for Transfer dated 17 March 2026 entered into between the Kangaroo Island Council and New Country (Kangaroo Island) Pty. Ltd. (ACN: 074 147 078).

On 20 October 2026, the Road Process Order was confirmed by me, as delegate of the Minister for Planning, conditionally on the deposit of Deposited Plan 141823 by the Registrar-General.

Notice of the Road Process Order and its confirmation is hereby given in accordance with Sections 24(4) and (5) of the *Roads (Opening and Closing) Act 1991*, following the confirmation of the Road Process Order and fulfilment of the condition of that confirmation.

Dated: 22 October 2026

B. J. SLAPE
Surveyor-General
Office of the Surveyor General
Delegate of the Minister for Planning

2026/04095/01

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

NOTICE OF CONFIRMATION OF ROAD PROCESS ORDER

Road Closure—Portion of Habib Road, Port Neill

By Road Process Order made on 22 July 2026, The District Council of Tumby Bay ordered that:

1. Portion of Habib Road, Port Neill, situated adjoining allotment 100 in Deposited Plan 85339, Hundred of Dixon, more particularly delineated and lettered 'A' in Preliminary Plan 25/0021 be closed.
2. Transfer the whole of the land subject to closure to Kieran John Masters in accordance with the Agreement for Transfer dated 19 December 2025 entered into between The District Council of Tumby Bay and Kieran John Masters.

On 20 October 2026, the Road Process Order was confirmed by me, as delegate of the Minister for Planning, conditionally on the deposit of Deposited Plan 140492 by the Registrar-General.

Notice of the Road Process Order and its confirmation is hereby given in accordance with Sections 24(4) and (5) of the *Roads (Opening and Closing) Act 1991*, following the confirmation of the Road Process Order and fulfilment of the condition of that confirmation.

Dated: 22 October 2026

B. J. SLAPE
Surveyor-General
Office of the Surveyor General
Delegate of the Minister for Planning

2025/06324/01

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	Qualification Code	Qualification Title	Nominal Term of Training Contract	Probationary Period	Supervision Level Rating
Carpentry and/or Joinery*	CPC30326	Certificate III in Carpentry	48 months	90 days	H
Condition/s	*** See Condition at the end of the Schedule regarding competency based wage progression				

*Trade/ #Declared Vocation	Qualification Code	Qualification Title	Nominal Term of Training Contract	Probationary Period	Supervision Level Rating
IAAP Pathway—Carpenter*	CPC30326	Certificate III in Carpentry	36 months	90 days	H
Condition/s	Only available for delivery through the Industry Accelerated Apprenticeship Pilot. The South Australian Skills Commission has mandated both the core and elective units of competency for this pathway. Apprentices training in this trade must undertake all mandated units of competency, or their equivalent. Not suitable for a school-based apprenticeship.				

Dated: 22 October 2026

JOHN EVANGELISTA
Director, Traineeship and Apprenticeship Services
South Australian Skills Commission

SUMMARY OFFENCES ACT 1953

Event Declaration

Notice is hereby given in accordance with Section 66ZE of the *Summary Offences Act 1953*, that the public event known as 'Schoolies Festival 2026' is a declared public event at the place, and during the times, shown below:

Place: The public place known as Warland Reserve, Victor Harbor, being bounded:

- To the south by the Esplanade;
- To the west by Albert Place;
- To the north by Railway Terrace; and
- To the east by the railway line.

Commencing on: Friday, 20 November 2026 at 7:00pm

Ending on: Sunday, 21 November 2026 at 11:00pm

During the declared public event, police officers may carry out a metal detector search in relation to any person who is at the relevant public place, or attempting to enter or leave the relevant public place, together with any property in the person's possession.

Dated: 7 September 2026

IAN PARROTT
Assistant Commissioner SOS
Delegate of the Commissioner

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: 20 October 2026

D. 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 A **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) If 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 11.5 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 Domestic, Family and Sexual Violence Policy

- (a) **We** offer a **Domestic, Family and Sexual Violence (DFSVM) Policy** with provisions to support people experiencing domestic, family and sexual violence.
- (b) Pursuant to the **Domestic, Family and Sexual Violence Policy** **we** will:
 - (i) establish processes to adequately train staff to assist you, if you are in a domestic, family, or sexual violence situation;
 - (ii) confidentially and securely handle **your** personal and sensitive information.
 - (iii) recognise domestic, family, or sexual violence as a potential cause of payment difficulty and hardship in **our** approach to debt management and recovery; and
 - (iv) review **our** Domestic, Family and Sexual Violence policy no less than once every two years to ensure it remains effective and compliant.
- (c) Information on support available to you and **our** Domestic, Family and Sexual Violence Policy (as amended from time to time) is available on our website.
- (d) The Domestic, Family and Sexual Violence Policy can be provided to you, free of charge on request in electronic or hard copy.

11.3 Payment methods

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

11.4 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**.

11.5 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.

11.6 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 **you** 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**.

Accredited laboratory	means a laboratory operated by a body currently accredited by the National Association of Testing Authorities (NATA) to undertake the assessment.
Act	means the <i>Water Industry Act 2012</i> (SA) as amended from time to time.
applicable regulatory instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, a guideline, or other regulatory instrument issued by ESCOSA which applies to us .
authorised deposit taking institution	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>
best endeavours	means to act in good faith and use all reasonable efforts, skill, and resources.
business day	means a day that is not a Saturday, a Sunday, or a public holiday in the State of South Australia.
Centrepay	a free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the <i>Water Retail Code—Major Retailers</i> published by ESCOSA as amended from time to time.
connection point	means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network , and in respect of a sewerage retail service , the inspection point at your supply address which then connects to the sewerage reticulation network .

Connections Policy	means our connection policy as published on our website as may be amended from time to time.
Consumer	means a consumer as defined under Section 4 of the Act which currently means: “a person supplied with retail services as a consumer or user of those services.”
contract	means this contract which has been approved by ESCOSA under Clause 12.1 of the Code .
country lands customer	means a customer who owns land within a country lands water district, being a country lands water district declared by us under Section 6 of the <i>Waterworks Act 1932</i> as at immediately prior to 31 December 2012.
customer	means a customer as defined under Section 4 of the Act 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.”
Disconnections Policy	means our disconnections policy as published on our website as may be amended from time to time.
Domestic, family and sexual violence (DFSV)	Family violence is a term used for violence that occurs within family relationships, such as between parents and children, siblings, intimate partners or kinship relationships. Family relationships can include carers, foster carers and co-residents (for example in group homes or boarding residences). Domestic violence is a type of family violence that occurs between current or former intimate partners (sometimes referred to as intimate partner violence). Family violence, domestic violence and sexual violence can include a range of behaviour types such as: • physical violence • sexual violence • emotional abuse • psychological abuse • coercive control • financial abuse • technological abuse • social abuse/isolation • spiritual/religious abuse • pet abuse • cultural abuse • stalking
Domestic, Family and Sexual Violence (DFSV) Policy	means our DFSV policy as published on our website and as may be amended from time to time.
domestic waste	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.
drinking water	means water that is supplied to your supply address and intended for human use and consumption as set out in Section 3 of the <i>Safe Drinking Water Act 2011</i> .
designated dual reticulation area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
dual reticulation recycled water network	means the system of SA Water owned and/or operated water mains and service pipes for the provision of recycled water to two or more locations in the State .
dual reticulation recycled water service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .
EFT	means Electronic Funds Transfer which refers to the methods of transferring funds electronically between people, financial institutions, and companies.
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002</i> (SA).
fees and charges	means our fees and charges as specified in the Fees and Charges Schedule .
Fees and Charges Schedule	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
financial hardship	<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>
force majeure event	means an event outside the control of us , the occurrence of which could not be reasonably foreseen by us , or if it could be foreseen, could not reasonably have been guarded against.

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

LOCAL GOVERNMENT INSTRUMENTS

CITY OF BURNSIDE

Proposed Declaration of Public Road

Notice is hereby given pursuant to Section 210 of the *Local Government Act 1999*, that the City of Burnside intends to declare the whole of the land in the Certificate of Title—Volume 5882 Folio 694, Allotment 8 Deposited Plan 2711 in the area named Kensington Park, Hundred of Adelaide is to be converted to public road status.

Any persons having an interest in this land are invited to make submissions evidencing their interest in writing to PO Box 9, Glenside SA 5065 and marked Attention: Property Officer, via email to burnside@burnside.sa.gov.au or via online survey at this link bit.ly/DesPubRoad by 5:00pm Friday, 13 November 2026.

Dated: 22 October 2026

J. GRANT
Chief Executive Officer

CITY OF PLAYFORD

LOCAL GOVERNMENT ACT 1999—SECTION 219(1)

Assign a Name to Private Roads

Notice is hereby given pursuant to Section 219 of the *Local Government Act 1999*, that the City of Playford has assigned the following names to private roads within Community Plan 24066:

Stanley James Boulevard

The common property roadway extending south from Allotment 2 and Allotment 8 within Community Plan 24066.

Lloyd Charles Drive

The common property roadway extending north from Lot 6 within Community Plan 24066.

Dated: 22 October 2026

PAUL ALBERTON
Senior Manager, City Property

CITY OF SALISBURY

Disposal of Abandoned Vehicles

Notice is hereby given that in accordance with the powers contained in Section 237(2) of the *Local Government Act 1999*, or 40N of the *Road Traffic Act 1961* Council has impounded the following vehicle(s):

- Trailer Green No plates—Corner of Byron Bay Drive and Border Court Paralowie
- Tesla White Sedan—S104 DJT location Steen Crescent Pooraka
- Mercedes Benz (White Sedan—S480CNW—Coleman Road Park, Coleman Road Waterloo Corner SA 5110

Unless claimed by the owner(s), and all expenses paid, the vehicle(s) will be disposed of in the manner provided in the above Act, at the expiration of 1 month of the date of this notice.

For further information, please contact the Community Compliance Team on (08) 8406 8222.

Dated: 22 October 2026

J. HARRY
Chief Executive Officer

CITY OF WHYALLA

LOCAL GOVERNMENT ACT 1999

Revocation of Community Land Classification—Finalisation

Notice is hereby given, that pursuant to Section 194 of the *Local Government Act 1999*, Council, at its meeting held on 21 September 2026, upon approval from the Minister for Local Government, resolved to finalise of the revocation of following parcels of land from the classification of Community Land:

- Allotments 160, 161, 162, 163, 164, 165, 173, 174, 175, 176, 178, 179 in Hundred of Randell contained within Certificate of Title Volume 5440 Folio 570 and Allotment 1597 in Hundred of Randell contained within Certificate of Title Volume 5721 Folio 620, being the site of the Whyalla Bowling Club, located at 20 Whitehead Street, Whyalla, and
- Allotment 130 in Deposited Plan 79748 contained within Certificate of Title Volume 6045 Folio 130, being the site of the industrial estate corridor, located at Lot 130 Lincoln Highway, Whyalla Barson.

Please contact the City of Whyalla office on 8640 3444 for further details.

Dated: 22 October 2026

JUSTIN COMMONS
Chief Executive

COORONG DISTRICT COUNCIL

LOCAL GOVERNMENT ACT 1999—SECTION 219

Road Naming—Farley Lane, Tailem Bend

Notice is hereby given that, pursuant to Section 219 of the *Local Government Act 1999*, the Coorong District Council has assigned the name *Farley Lane* to the private road serving the developed allotment at 629 Westbrook Road, Tailem Bend.

Dated: 23 September 2026

SCOTT REARDON
Chief Executive Officer

PUBLIC NOTICES

NATIONAL ELECTRICITY LAW

Notice of Initiation of Rule Change Request

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

Under s 95, the AEMO has requested the *Metering pathways for sites without telecommunications* (Ref. ERC0408) proposal. The proposal seeks changes to the exemption process for smart meter installations where telecommunications are unavailable. Submissions must be received by **17 December 2026**.

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 submissions on its website, subject to confidentiality and other considerations.

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

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

Dated: 22 October 2026

NATIONAL ENERGY RETAIL LAW

Notice of Initiation of Rule Change Request

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

Under s 251, the AEMO has requested the *Metering pathways for sites without telecommunications* (Ref. RRC0080) proposal. The proposal seeks changes to the exemption process for smart meter installations where telecommunications are unavailable. Submissions must be received by **17 December 2026**.

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 submissions on its website, subject to confidentiality and other considerations.

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

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

Dated: 22 October 2026

NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

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

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

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

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

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

Please provide the following information in your email:

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

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