



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ALL PUBLIC ACTS appearing in this GAZETTE are to be considered official, and obeyed as such

ADELAIDE, THURSDAY, 9 NOVEMBER 2000

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GOVERNMENT GAZETTE NOTICES

ALL poundkeepers' and private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to Riverside 2000 so as to be received no later than 4 p.m. Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040. E-mail: Riv2000@sauqov.sa.gov.au. Send as attachments in Word format and please confirm your transmission with a faxed copy of your document, including the date the notice is to be published and to whom the notice will be charged.

**SOUTH AUSTRALIAN HEALTH COMMISSION ACT 1976
SECTION 27 (4): LEIGH CREEK HOSPITAL
INCORPORATED—CHANGE OF NAME**

Proclamation By The Governor

(L.S.) E. J. NEAL

Preamble

1. By proclamation under the *South Australian Health Commission Act 1976* (see *Gazette* 23 July 1981 p. 227) an incorporated hospital was established and assigned the name 'Leigh Creek South Hospital'.

2. By further proclamation under the *South Australian Health Commission Act 1976* (see *Gazette* 26 November 1987 p. 1684) the name of the incorporated hospital referred to in clause 1 was altered to 'Leigh Creek Hospital Incorporated'.

3. The Leigh Creek Hospital Incorporated has requested that its name be altered to 'Leigh Creek Health Services Incorporated'.

Proclamation

PURSUANT to section 27 (4) of the *South Australian Health Commission Act 1976* and with the advice and consent of the Executive Council, I alter the name of the incorporated hospital referred to in the preamble to Leigh Creek Health Services Incorporated'.

Given under my hand and the Public Seal of South Australia, at Adelaide, 9 November 2000.

By command,

MARK BRINDAL, for Premier

DHSCS00/18

**WRONGS (DAMAGE BY AIRCRAFT) AMENDMENT ACT
2000 (Act No. 8 of 2000): DAY OF COMMENCEMENT**

Proclamation By The Governor

(L.S.) E. J. NEAL

WITH the advice and consent of the Executive Council, I fix 9 November 2000 as the day on which the *Wrongs (Damage by Aircraft) Amendment Act 2000* will come into operation.

Given under my hand and the Public Seal of South Australia, at Adelaide, 9 November 2000.

By command,

MARK BRINDAL, for Premier

TSA C99/08194 T1

**DEVELOPMENT ACT 1993, SECTION 27 (1): WHYALLA
(CITY) DEVELOPMENT PLAN—SUSTAINABLE DE-
VELOPMENT PLAN AMENDMENT**

Preamble

The Minister for Transport and Urban Planning has approved the amendment entitled 'Whyalla (City) Development Plan—Sustainable Development Plan Amendment' (the Plan Amendment) and has referred it to the Governor.

NOTICE

PURSUANT to section 27 (1) of the Development Act 1993, I, the Governor with the advice and consent of the Executive Council, declare the Plan Amendment to be an authorised Plan Amendment and fix 9 November 2000 as the day on which it will come into operation.

Dated 9 November 2000.

E. J. NEAL Governor

MTUP CAB 45/00CS

Department of the Premier and Cabinet
Adelaide, 9 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Country Fire Service Board, pursuant to the provisions of the Country Fires Act 1989:

Member: (from 9 November 2000 until 22 December 2002):
Doreen Erwin

By command,

MARK BRINDAL, for Premier

MES 009/97TC1CS

Department of the Premier and Cabinet
Adelaide, 9 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Aboriginal Housing Authority Board of Management, pursuant to the provisions of the Housing and Urban Development (Administrative Arrangements) Act 1995:

Member: (from 13 November 2000 until 5 December 2002):

Charles Ronald Jackson
Debra Ann Haseldine
Archie Barton
Vic Wilson
George Cooley
Klynton Wanganeen
Elly McNamara
Harry Douglas Miller
Brian Butler

Deputy Member: (from 13 November 2000 until 5 December 2002):

Desmond Hartman (Deputy to Haseldine)
Donald Fraser (Deputy to Barton)
Michele Ellen Gollan (Deputy of Wilson)
John Buckskin (Deputy to Cooley)
Garth Aguis (Deputy to Wanganeen)
Maxine Austin (Deputy to McNamara)
Barry Joncock (Deputy to Miller)
Jeff Scott (Deputy to Butler)

Presiding Member: (from 13 November 2000 until 5 December 2002)

Charles Ronald Jackson

By command,

MARK BRINDAL, for Premier

MHS 006/00CS

Department of the Premier and Cabinet
Adelaide, 9 November 2000

HIS Excellency the Governor in Executive Council has been pleased to declare the 'Whyalla (City) Development Plan—Sustainable Development Plan Amendment' to be an authorised amendment and fix 9 November 2000 as the day on which it will come into operation, pursuant to section 27 (1) of the Development Act 1993.

By command,

MARK BRINDAL, for Premier

MTUP-PL45/00CS

Department of the Premier and Cabinet
Adelaide, 9 November 2000

HIS Excellency the Governor in Executive Council has revoked the appointments as Clerk of Executive Council of the following persons:

Christine Patricia Charles
William Dowling
Ian John Kowalick
Susan MacIntosh
Anthony William Nelson
John Wainman O'Flaherty
Jeffrey Albert Walsh
Elizabeth Wilson

By command,

MARK BRINDAL, for Premier

DPC 041/94CS

Department of the Premier and Cabinet
Adelaide, 9 November 2000

HIS Excellency the Governor in Executive Council has been pleased to appoint Warren John McCann as a Clerk of Executive Council.

By command,

MARK BRINDAL, for Premier

DPC 041/94CS

**BROKEN HILL PROPRIETARY COMPANY'S INDENTURE
ACT 1937: SECTION 10 (3) AND BROKEN HILL
PROPRIETARY COMPANY'S STEEL WORKS
INDENTURE ACT 1958: SECTION 12 (3)**

Notice by the Minister

ON 16 October 2000, The Broken Hill Proprietary Company Limited ('BHP') notified the State of South Australia of the assignment and assumption of BHP's rights and obligations under the indentures the subject of the above Acts to and by OneSteel Manufacturing Pty Ltd, (ACN 004 651 325), the registered office of which is situated at Level 23, 1 York Street, Sydney, New South Wales ('OneSteel').

For the purposes of the Deed of Assignment and Assumption dated 9 August 2000 between the Minister for Primary Industries and Resources, BHP and OneSteel, the effective date is 1 October 2000.

ROB KERIN, Minister for Primary Industries
and Resources

CO-OPERATIVES ACT 1997

Deregistration of Defunct Co-operative

PURSUANT to subsection 601AB (3) of the Corporations Law as adopted by section 311 of the Co-operatives Act 1997, the Corporate Affairs Commission gives notice that the co-operative referred to in the schedule will be deregistered when two months have passed since the publication of this notice.

SCHEDULE

Co-operative Property Developments of Australia Limited (in liquidation).

Given at Adelaide this 2nd day of November 2000.

A. J. GRIFFITHS, a delegate of the Corporate
Affairs Commission

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I KOSTAS SARNECKIS, Acting Surveyor-General and Delegate appointed by IAIN EVANS, Minister for Environment and Heritage, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY dedicate the Crown Land defined in The Schedule as a Recreation Reserve and declare that such land shall be under the care, control and management of the Alexandrina Council.

The Schedule

Allotment 2 of DP 52281, Hundred of Goolwa, County of Hindmarsh, exclusive of all necessary roads, being the whole of the land contained in Crown Record Volume 5747 Folio 533.

Dated 7 November 2000.

K. SARNECKIS, Acting Surveyor-General

DENR 12/0286

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I KOSTAS SARNECKIS, Acting Surveyor-General and Delegate appointed by IAIN EVANS, Minister for Environment and Heritage, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Resume the land defined in The First Schedule.
2. Dedicate the Crown Land defined in The Second Schedule as a Conservation Reserve and declare that such land shall be under the care, control and management of the Alexandrina Council.

The First Schedule

Water Reserve No. 13, now numbered as section 927, Hundred of Kuitpo, the proclamation of which, together with other land was published in the *Government Gazette* of 21 August 1884 at pages 695 and 696 and amended by Notice of Confirmation of Road Process Order published in the *Government Gazette* of 2 November 2000 at page 2925.

The Second Schedule

Allotment 11 of DP 55696, Hundred of Kuitpo, County of Adelaide, exclusive of all necessary roads.

Dated 7 November 2000.

K. SARNECKIS, Acting Surveyor-General

DENR 3623/1994

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I KOSTAS SARNECKIS, Acting Surveyor-General and Delegate appointed by IAIN EVANS, Minister for Environment and Heritage, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Vary the notice as described in The First Schedule by declaring that Recreation Reserve as defined in The First Schedule shall cease to be under the care, control and management of the Ceduna Aboriginal Community Council Incorporated and by further declaring that the said Recreation Reserve shall be under the care, control and management of the Tjutjunaku Worka Tjuta Incorporated.
2. Vary the notice as described in The Second Schedule by declaring that Reserve for Accommodation Purposes as defined in The Second Schedule shall cease to be under the care, control and management of the Ceduna Aboriginal Community Council Incorporated and by further declaring that the said Reserve for Accommodation Purposes shall be under the care, control and management of the Tjutjunaku Worka Tjuta Incorporated.

The First Schedule

Recreation Reserve, section 115, Hundred of Bonython, County of Way, the notice of which was published in the *Government Gazette* of 24 October 1985 at pages 1206 and 1207, and the care, control and management of which was varied in notice published in the *Government Gazette* of 19 November 1998 at page 1561, being the whole of the land comprised in Crown Record Volume 5611 Folio 742.

The Second Schedule

Reserve for Accommodation Purposes, section 192, Hundred of Bonython, County of Way, the notice of which was published in the *Government Gazette* of 25 January 1990 at page 224, and the care, control and management of which was varied in notice published in the *Government Gazette* of 19 November 1998 at page 1561, being the whole of the land comprised in Crown Record Volume 5611 Folio 741.

Dated 7 November 2000.

K. SARNECKIS, Acting Surveyor-General

DL 2262/1983

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Posaqua Management Services Pty Ltd (or his agent) (hereinafter referred to as the 'exemption holder'), 15 Tucker Parade, Kadina, S.A. 5554, shall not be guilty of an offence when engaging in the activities and to do the acts specified in Schedule 1 subject to the conditions specified in Schedule 2 from the date of gazettal of this exemption until revoked by the Director of Fisheries.

SCHEDULE 1

The importation and release of black bream (*Acanthopagrus butcheri*) and blue swimmer crab (*Portunus pelagicus*) into tanks located at section 585, Hundred of Tickera.

SCHEDULE 2

1. The exemption holder must maintain adequate security arrangements to prevent escapement of fish (ova, fry or adult) into any South Australian waters.

2. Fish obtained within South Australia for use on the registered fish farm must be obtained from registered fish farmers, licensed fishers or other persons approved by the Director of Fisheries.

3. Fish must not be collected from rivers, streams, lakes or other inland waters of this State unless prior approval for this collection is granted by the Director of Fisheries.

4. The exemption holder must not import any live fish (ova, fry or adult) into South Australia unless the shipment has certification from an appropriate authority in the State from which they are obtained that they are free from all relevant notifiable diseases listed in Schedule 4 of the Fisheries (Exotic Fish, Fish Farming and Fish Diseases) Regulations 1984.

5. The exemption holder must not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under the Act, except where specifically permitted by this notice.

6. The exemption holder must retain the copy of this permit which has been supplied by the Director of Fisheries and if requested by a PIRSA Fisheries and Aquaculture Compliance Officer, produce that permit for inspection.

7. The fish farmer must report all notifiable diseases to the General Manager Aquaculture.

8. The fish farmer must monitor farm fish mortalities and notify the General Manager Aquaculture of a mortality rate over 5 per cent in 24 hours.

Dated 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

FT00549

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Ausaqua Pty Ltd (or his agent) (hereinafter referred to as the 'exemption holder'), 1 Michelle Street, Wallaroo, S.A. 5556 shall not be guilty of an offence when engaging in the activities and to do the acts specified in Schedule 1 subject to the conditions specified in Schedule 2 from the date of gazettal of this exemption until revoked by the Director of Fisheries.

SCHEDULE 1

The importation and release of barramundi (*Lates calcarifer*) into tanks located at section 71, Hundred of Wallaroo.

SCHEDULE 2

1. The exemption holder must maintain adequate security arrangements to prevent escapement of fish (ova, fry or adult) into any South Australian waters.

2. Fish obtained within South Australia for use on the registered fish farm must be obtained from registered fish farmers, licensed fishers or other persons approved by the Director of Fisheries.

3. Fish must not be collected from rivers, streams, lakes or other inland waters of this State unless prior approval for this collection is granted by the Director of Fisheries.

4. The exemption holder must not import any live fish (ova, fry or adult) into South Australia unless the shipment has certification from an appropriate authority in the State from which they are obtained that they are free from all relevant notifiable diseases listed in Schedule 4 of the Fisheries (Exotic Fish, Fish Farming and Fish Diseases) Regulations 1984.

5. The exemption holder must not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under the Act, except where specifically permitted by this notice.

6. The exemption holder must retain the copy of this permit which has been supplied by the Director of Fisheries and if requested by a PIRSA Fisheries and Aquaculture Compliance Officer, produce that permit for inspection.

7. The fish farmer must report all notifiable diseases to the General Manager Aquaculture.

8. The fish farmer must monitor farm fish mortalities and notify the General Manager Aquaculture of a mortality rate over 5 per cent in 24 hours.

Dated 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

FT00640

FISHERIES ACT 1982: SECTION 59

TAKE note that the notice made under section 59 of the Fisheries Act 1982 and published in the *South Australian Government Gazette*, dated 14 September 1999, on page number 1143, being the first notice on that page, which refers to Darren Ness, Posaqua Management Services Pty Ltd, is hereby revoked.

Dated 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

FISHERIES ACT 1982

MARINE FINFISH FARMING LICENCE FF00018

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries, Natural Resources and Regional Development ('the Minister') hereby grants to:

Matthew S. White (12282)
Peter A. White (1511)
2/22 North Point Avenue
Port Lincoln, S.A. 5606,

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Schedule 2 of this licence;
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Sea Cages*

The licensee:

- 6.1 must ensure that all sea cages on the site have anti-predator protection satisfactory to the Minister at all times during the term; and
- 6.2 must immediately inform an officer of PIRSA (Fisheries) on 1800 065 522 or such other officer as the Minister from time to time notifies to the licensee in writing if any marine animal, other than the permitted species, is caught in any sea cage or other farm structure used by the licensee on the site.

7. *Location of Sea Cages*

The licensee must not erect or use any sea cages in any location on the site where stocked sea cages have been used in the immediately preceding two year period.

8. *Marking and Maintaining the Site*

The licensee:

- 8.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 8.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 8.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 8.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

9. *Site Inspection and Supervision*

The licensee:

- 9.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 9.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

10. *Fees and Returns*

The licensee:

- 10.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 10.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

11. *Compliance With Relevant Laws*

- 11.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 11.2 in particular, without derogating from the general requirement under condition 11 of this licence:
 - 11.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 11.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

12. *Public Risk Indemnity*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

13. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

14. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

15. *Guarantee or Indemnity Scheme*

The licensee must either:

- 15.1 provide a guarantee from its bankers; or
- 15.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

16. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

17. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 17.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 17.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 17.1 notwithstanding rectification of the previous breach or default; or
- 17.3 the licence fee referred to in condition 10 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 17.4 if the licensee is a body corporate, any of the following occur:
 - 17.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 17.4.2 an order is made for the winding up or liquidation of the licensee;
 - 17.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 17.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 17.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 17.5 if the licensee is an individual, the licensee:
 - 17.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 17.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

18. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 18.1 any word importing the plural includes the singular and *vice versa*;
- 18.2 any wording importing a gender shall include all other genders;

- 18.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 18.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 18.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 18.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 18.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 18.8 time is of the essence in respect of any obligation relating to time in this licence.

19. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

20. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

21. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

22. Waiver

- 22.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 22.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 22.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

23. Notices

- 23.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 23.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 23.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 23.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 23.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said P. WHITE

In the presence of: M. S. WHITE

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
582380E 6159820N	20
582380E 6159920N	
582580E 6159920N	
582580E 6159820N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

All sea cages on the site must be marked with a unique sea cage number and the site's unique 'F number'; that is, the licence number. All St Andrew's crosses must be marked with the site's unique 'F number'; that is the licence number.

Item 2—Marked-Off Areas

Marked-off areas must be marked with no less than eight equally spaced white buoys, each of at least 12 inches in diameter, each positioned no more than 70 m from each relevant sea cage situated on the site.

SCHEDULE 2

Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Stocking Rates

The maximum stocking density of all fish on the site must not exceed 10 kg/m³. Six sea cages each with a maximum diameter of no more than 12 m.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
Base Licence Fee	876.00
Total Annual Licence Fee.....	876.00
Quarterly Instalments.....	219.00

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environmental Monitoring Program for the site must comply with Schedule 10 of the Environment Protection (Marine) Policy 1994.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the Licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00050
(PREVIOUS LICENCE NO. F586)

*Licence to Farm Fish under section 53 of the Fisheries
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Brenton J. Lawrence (12174)
8 Kaye Drive
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said B. J. LAWRENCE

In the presence of: S. LAWRENCE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
542627E 6171992N	3
542915E 6171794N	
542866E 6171723N	
542578E 6171923N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 3 at \$9.50 each.....	28.50
EMP Fee per hectare 3 at \$17.70 each.....	53.10
Base Licence Fee per hectare 3 at \$66 each.....	198.00
SASQAP (Classified Area) per hectare 3 at \$80 each.....	240.00
Total Annual Licence Fee.....	519.60
Quarterly Instalments.....	129.90

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.

12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00072
(PREVIOUS LICENCE NO. F733)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

South Australian Oyster Growers Association Inc. (12195)
Lot 2 Government Road
Ceduna, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

- 15.5 if the licensee is an individual, the licensee:

- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said T. ELEFThERIOU

In the presence of: J. K. VEERHUIS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
366082E 6447706N	0.18
366073E 6447711N	
366170E 6447861N	
366179E 6447856N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

(a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.

(2) Posts to be not less than 125 mm in diameter.

(3) Posts and crosses to be painted yellow.

(4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.

(5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.

(6) All buoys, posts, crosses and markers must be maintained in good condition.

or

(b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.

(2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).

(3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
Base Licence Fee	31.18
Total Annual Licence Fee.....	31.18

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.

9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00080
(PREVIOUS LICENCE NO. F747)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

David L. Appleby (12199)
5 Betts Street
Streaky Bay, S.A. 5680

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:

- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. *Modification*

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. *Waiver*

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. *Notices*

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 2 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said D. APPLEBY

In the presence of: R. J. WHETSONE, Witness

SCHEDULE 1

Item 1—*The Site*

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
425453E 6376470N	5
425578E 6376250N	
425401E 6376159N	
425281E 6376379N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—*Marked-Off Areas*

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ *Permitted Species*

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ *Permitted Farming Methods*

BST Longlines

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

Item 3 $\frac{3}{4}$ *Stocking Rates*

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.70 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
Total Annual Licence Fee	866.00
Quarterly Instalments.....	216.50

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00090
(PREVIOUS LICENCE NO. F760)

*Licence to Farm Fish under section 53 of the Fisheries
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Shanell Nominees Pty Ltd (12207)
27 Windsor Avenue
Hahndorf, S.A. 5245

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking of the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

16.1 any word importing the plural includes the singular and *vice versa*;

16.2 any wording importing a gender shall include all other genders;

16.3 a reference to a body corporate shall include a natural person and *vice versa*;

16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

22.1 The licensee:

- 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Shanell Nominees Pty Ltd (ACN 007 958 269) was hereunto affixed in the presence of:

(L.S.) R. L. LLEWELLYN, Director
S. J. LLEWELLYN, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
749879E 6116628N	10
750394E 6116928N	
750475E 6116782N	
749959E 6116482N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters	
Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each.....	800.00
Total Annual Licence Fee	1 732.00
Quarterly Instalments.....	433.00

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.

7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00097
(PREVIOUS LICENCE NO. F773)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Peter S. Farrow (12213)
Visnja Farrow (19815)
c/o Post Office
Coobowie, S.A. 5583

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:

- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 21.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

- 22.1 The licensee:
 - 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
 - 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
 - 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said P. S. FARROW

In the presence of: R. J. SAMPSON, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
750554E 6117529N	10
750691E 6117403N	
750542E 6117272N	
750200E 6117262N	
750161E 6117448N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00133
(PREVIOUS LICENCE NO. F810)

*Licence to Farm Fish under section 53 of the Fisheries
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Peter S. Farrow (12213)
Visnja Farrow (19815)
c/o Post Office
Coobowie, S.A. 5583

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;

- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and

- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and

- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;

- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

- 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

- 15.5 if the licensee is an individual, the licensee:

- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

- 22.1 The licensee:
- 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the general Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said P. S. FARROW, Director

In the presence of: R. J. SAMPSON, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
753000E 6118150N	10
753500E 6118150N	
753500E 6118350N	
753000E 6118350N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each.....	800.00
Total Annual Licence Fee	1 732.00
Quarterly Instalments.....	433.00

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00145
(PREVIOUS LICENCE NO. F826)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Brenton J. Lawrence (12174)
8 Kaye Drive
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

16.1 any word importing the plural includes the singular and *vice versa*;

16.2 any wording importing a gender shall include all other genders;

16.3 a reference to a body corporate shall include a natural person and *vice versa*;

16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said B. J. LAWRENCE

In the presence of: S. LAWRENCE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
532661E 6175832N	1
532732E 6175761N	
532802E 6175832N	
532732E 6175903N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

*Item 2 ¾ Permitted Farming Methods**Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3 ¾ Stocking Rates**Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 1 at \$9.50 each.....	9.50
EMP Fee per hectare 1 at \$17.70 each.....	17.70
Base Licence Fee per hectare 1 at \$66 each.....	66.00
SASQAP (Classified Area) per hectare 1 at \$80 each.....	80.00
Total Annual Licence Fee	173.20
Quarterly Instalments.....	43.30

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00146
(PREVIOUS LICENCE NO. F827)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Brenton J. Lawrence (12174)
8 Kaye Drive
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;

6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and

6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and

7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;

8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

13.1 provide a guarantee from its bankers; or

13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

- 21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said B. J. LAWRENCE

In the presence of: S. LAWRENCE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
531459E 6177465N	2
531512E 6177522N	
531512E 6177678N	
531412E 6177678N	
531412E 6177455N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ¾ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

*Item 2 ¾ Permitted Farming Methods**Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3 ¾ Stocking Rates**Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 2 at \$9.50 each.....	19.00
EMP Fee per hectare 2 at \$17.70 each.....	35.40
Base Licence Fee per hectare 2 at \$66 each.....	132.00
SASQAP (Classified Area) per hectare 2	
at \$80 each.....	160.00
Total Annual Licence Fee	346.40
Quarterly Instalments.....	86.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).

10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00161
(PREVIOUS LICENCE NO. F821)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

David W. Nitschke (12287)
Seppeltsfield Road
Marananga, S.A. 5360

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 21.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said D. W. NITSCHKE

In the presence of: A. E. NITSCHKE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
742799E 6041700N	5
742550E 6041700N	
742550E 6041500N	
742800E 6041500N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.70 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
Total Annual Licence Fee.....	866.00
Quarterly Instalments.....	216.50

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00170
(PREVIOUS LICENCE NO. F1573)

*Licence to Farm Fish under section 53 of the Fisheries
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Oyster Cove Shellfish Pty Ltd (19863)
27/5 Mount Barker Road
Urbrae, S.A. 5064

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. *Interpretation*

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. *Delegation*

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. *Severance*

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. *Modification*

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. *Waiver*

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. *Notices*

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said DONALD MOYLE

In the presence of: DIANA MOYLE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
752321E 6038220N	10
752568E 6037975N	
752803E 6038209N	
752621E 6038389N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Blacklip Abalone (*Haliotis rubra*)
 Greenlip Abalone (*Haliotis laevis*)
 Native Oysters (*Ostrea angasi*)
 Pacific Oysters (*Crassostrea gigas*)
 Queen Scallops (*Equichlamys bifrons*)
 Dough Boy Scallops (*Mimachlamys asperimus*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Racks

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

The Licence Holder must source all farm stock from either:

- (a) registered South Australian growers or hatcheries; or
- (b) wholly from, or the progeny of, wild stocks from South Australian waters.

The Licence holder must maintain a Stock Movement Register which must be kept to immediately record all movements of abalone stock to and from the farm and to be kept regardless of the purpose of the movement of the stock. The Stock Movement Register must be a bound book with consecutively numbered pages, each entry must be recorded in ink in the order of events, each entry must be made immediately below the previous entry and each page must be filled before commencing the next page.

The Stock Movement Register must include the following information:

- (a) the time, date and number of stock placed on the site; and
- (b) the time, date and number of stock removed from the site.

The Licence Holder must keep the Stock Movement Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The Licence Holder must maintain a Mortality Register and record the mortalities of all farm abalone. Mortalities must be physically counted at intervals of no more than three months.

The Licence Holder must keep the Mortality Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The Licence Holder must make available all farm Registers for inspection by PIRSA Fisheries and Aquaculture Compliance Officers immediately upon being requested by such an officer.

The Licence Holder must complete a 'Farmed Abalone Disposal Statement' and forward this Statement to PIRSA Fisheries and Aquaculture Compliance at least 48 hours prior to disposal of farmed stock.

The Licence Holder must comply with the Fisheries Act, 1982 while transporting fish. All fish moved from the site must be moved 'in shell'.

The Licence Holder must ensure that no processing occurs at sea and must further ensure that no dead farm fish or waste is deposited at sea.

Item 3 ¾ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

Scallops

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 100 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

The Licence Holder must not stock the Site with more than 50 000 individuals of the Permitted Species at any time. The size of the abalone shell measured at the greatest shell dimension, must not be less than 20 mm in length and must not be greater than 90 mm in length.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10 at \$80 each.....	800.00
Total Annual Licence Fee	1 732.00
Quarterly Instalments.....	433.00

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).

10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00171
(PREVIOUS LICENCE NO. F1574)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Oyster Cove Shellfish Pty Ltd (19863)
27/5 Mount Barker Road
Urrbrae, S.A. 5064

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;

- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.
- Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

- 21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said DONALD MOYLE

In the presence of: DIANA MOYLE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
751802E 6037551N	10
751991E 6037401N	
752223E 6037632N	
751975E 6037872N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.

- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Blacklip Abalone (*Haliotis rubra*)
 Greenlip Abalone (*Haliotis laevis*)
 Native Oysters (*Ostrea angasi*)
 Pacific Oysters (*Crassostrea gigas*)
 Queen Scallops (*Equichlamys bifrons*)
 Dough Boy Scallops (*Mimachlamys asperimus*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Racks

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

The Licence Holder must source all farm stock from either:

- (a) registered South Australian growers or hatcheries; or
- (b) wholly from, or the progeny of, wild stocks from South Australian waters.

The Licence holder must maintain a Stock Movement Register which must be kept to immediately record all movements of abalone stock to and from the farm and to be kept regardless of the purpose of the movement of the stock. The Stock Movement Register must be a bound book with consecutively numbered pages, each entry must be recorded in ink in the order of events, each entry must be made immediately below the previous entry and each page must be filled before commencing the next page.

The Stock Movement Register must include the following information:

- (a) the time, date and number of stock placed on the site; and
- (b) the time, date and number of stock removed from the site.

The Licence Holder must keep the Stock Movement Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The Licence Holder must maintain a Mortality Register and record the mortalities of all farm abalone. Mortalities must be physically counted at intervals of no more than three months.

The Licence Holder must keep the Mortality Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The Licence Holder must make available all farm Registers for inspection by PIRSA Fisheries and Aquaculture Compliance Officers immediately upon being requested by such an officer.

The Licence Holder must complete a 'Farmed Abalone Disposal Statement' and forward this Statement to PIRSA Fisheries and Aquaculture Compliance at least 48 hours prior to disposal of farmed stock.

The Licence Holder must comply with the Fisheries Act 1982 while transporting fish. All fish moved from the site must be moved 'in shell'.

The Licence Holder must ensure that no processing occurs at sea and must further ensure that no dead farm fish or waste is deposited at sea.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

Scallops

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 100 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

The Licence Holder must not stock the Site with more than 50 000 individuals of the Permitted Species at any time. The size of the abalone shell measured at the greatest shell dimension, must not be less than 20 mm in length and must not be greater than 90 mm in length.

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$9.50 each.....	95.00
EMP Fee per hectare 10 at \$17.70 each.....	177.00
Base Licence Fee per hectare 10 at \$66 each.....	660.00
SASQAP (Classified Area) per hectare 10	
at \$80 each	800.00
Total Annual Licence Fee.....	1 732.00
Quarterly Instalments.....	433.00

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00224
(PREVIOUS LICENCE NO. F1520)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Ianniello Industries (12307)
10 Bayview Road
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

13.1 provide a guarantee from its bankers; or

13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

16.1 any word importing the plural includes the singular and *vice versa*;

16.2 any wording importing a gender shall include all other genders;

16.3 a reference to a body corporate shall include a natural person and *vice versa*;

16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;

- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 2 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Ianniello Industries Pty Ltd (ACN 068 448 126) was hereunto affixed in the presence of:

(L.S.) R. A. FREZZA, Director
D. IANNIELLO, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
581780E 6164480N	5
581780E 6164256N	
581556E 6164256N	
581556E 6164480N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ¾ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Blue Mussels (*Mytilus edulis*)

*Item 2 ¾ Permitted Farming Methods**Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3 ¾ Stocking Rates**Mussels*

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 100 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$3.50 each.....	17.50
Base Licence Fee per hectare 5 at \$75 each.....	375.00
SASQAP (Under Classification).....	1 120.00
Total Annual Licence Fee	1 512.50
Quarterly Instalments.....	378.13

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.

14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environmental Monitoring Program for the site must comply with Schedule 10 of the Environment Protection (Marine) Policy 1994.

The licensee must submit a draft Environmental Monitoring Program in writing to the Director of Fisheries within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00225
(PREVIOUS LICENCE NO. F1522)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Robert A. Freeza (12309)
10 Bayview Road
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:

- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order $\S$ made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 21.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 2 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Port Lincoln Mussels Pty (ACN 078 706 359) was hereunto affixed in the presence of:

D. IANNIELLO, Director

R. A. FREEZA, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
580810E 6163420N	5
580586E 6163420N	
580586E 6163643N	
580810E 6163643N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Blue Mussels (*Mytilus edulis*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Mussels

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 000 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$3.50 each.....	17.50
Base Licence Fee per hectare 5 at \$75.00 each.....	375.00
SASQAP (Under Classification)	1 120.00
Total Annual Licence Fee.....	1 512.50
Quarterly Instalments.....	378.13

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environment Monitoring Program for the site must comply with Schedule 10 of the Environment Protection (Marine) Policy 1994.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00314

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Brenton J. Lawrence (12174)
8 Kaye Drive
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. *Interpretation*

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. *Delegation*

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. *Severance*

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. *Modification*

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. *Waiver*

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. *Notices*

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 31 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said B. J. LAWRENCE

In the presence of: S. LAWRENCE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
543574E 6169737N	2
543474E 6169737N	
543474E 6169937N	
543574E 6169937N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
 - (2) Posts to be not less than 125 mm in diameter.
 - (3) Posts and crosses to be painted yellow.
 - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
 - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
 - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
 - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
 - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Racks

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 2 at \$9.50 each.....	19.00
EMP Fee per hectare 2 at \$17.70 each.....	35.40
Base Licence Fee per hectare 2 at \$66 each.....	132.00
SASQAP (Classified Area) per hectare 2 at \$80 each.....	160.00
Total Annual Licence Fee.....	346.40
Quarterly Instalments.....	86.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.

12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00323

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Graham A. Hoffrichter (14543)
Section 33, Hundred of Moule
Denial Bay, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;

- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;

15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

22. SASQAP

22.1 The licensee:

22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;

22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and

22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said G. HOFFRICHTER, Director

In the presence of: D. HOFFRICHTER, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
378608E 6436592N	1
378640E 6436585N	
378558E 6436286N	
378526E 6436293N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

(a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.

(2) Posts to be not less than 125 mm in diameter.

(3) Posts and crosses to be painted yellow.

(4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.

(5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.

(6) All buoys, posts, crosses and markers must be maintained in good condition.

or

(b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.

(2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).

(3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Scallops, Commercial (King) (*Pecten fumatus*)

Scallops (Queen) (*Equichlamys bifrons*)

Item 1.1—Fish subject to SASQAP testing

All permitted species—Item 1 of Schedule 2.

Item 2 $\frac{3}{4}$ Permitted Farming Methods

Longlines

Each longline unit must not exceed 55 m in length and each longline unit must be at least 30 m in length from any other unit. A 'unit' is a set of two parallel longlines with about 1 m between them.

Item 3 $\frac{3}{4}$ Stocking Rates

Scallops

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 000 000
30	13 750 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare (Mussels) 1 at \$3.50 each	3.50
Base Licence Fee per hectare 1 at \$75 each.....	75.00
Total Annual Licence Fee	78.50
Quarterly Instalments.....	19.63

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environmental Monitoring Program for the site must comply with Schedule 10 of the Environment Protection (Marine) Policy 1994.

The licensee must submit a draft Environment Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00330

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

David L. Appleby (12199)
5 Betts Street
Streaky Bay, S.A. 5680

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
 - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - 15.4.2 an order is made for the winding up or liquidation of the licensee;
 - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
 - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 2 November 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said D. APPLEYBY

In the presence of: R. J. WHETSTONE, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
425916E 6379094N	5
426186E 6378946N	
426187E 6378766N	
425907E 6378915N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

BST Longlines

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

Item 3 $\frac{3}{4}$ Stocking Rates

Size (mm)	Oysters
	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.70 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
Total Annual Licence Fee	866.00
Quarterly Instalments.....	216.50

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.

4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00346

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Theo Eleftheriou (13093)
Debra Eleftheriou (12168)
Joylene K. Veerhuis (19889)
Lot 19 Denial Bay Road
Ceduna, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
 - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
 - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:

- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
 - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
 - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
 - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
 - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
 - 21.1.3 deemed to be duly served or made in the following circumstances:
 - (a) if delivered, upon delivery;
 - (b) if sending by mail, upon posting;
 - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 25 October 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said T. ELEFTherIou
and J. VEERHUIS

In the presence of: L. LUCAS, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
365171E 6441800N	3.5
365258E 6441862N	
365278E 6441821N	
365454E 6441958N	
365470E 6441919N	
365337E 6441728N	
365247E 6441624N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 $\frac{3}{4}$ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2 $\frac{3}{4}$ Permitted Farming Methods

BST Longlines Racks

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3 $\frac{3}{4}$ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 3.5 at \$9.50 each.....	33.25
EMP Fee per hectare 3.5 at \$17.70 each.....	61.95
Base Licence Fee per hectare 3.5 at \$66 each.....	231.00
SASQAP (Classified Area) per hectare 3.5 at \$80 each..	280.00
Total Annual Licence Fee.....	606.20
Quarterly Instalments.....	151.55

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

GAMING MACHINES ACT 1992

Notice of Application for Increase in Number of Machines

NOTICE is hereby given, pursuant to section 29 of the Gaming Machines Act 1992, that J. A. J. Hotels Pty Ltd trading as Royal Admiral Hotel, 125 Hindley Street, Adelaide, S.A. 5000, c/o Maximum Gaming, 80B Unley Road, Unley, S.A. 5061 has applied to the Liquor and Gaming Commissioner for an Increase in the Number of Gaming Machines from 5 to 20.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 1 November 2000.

Applicant

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 31 August 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/03534 V27951

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Columbia'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Columbia* whilst operating within the following limits:

Operational Limits

Overnight Operations:

Within 30 nautical miles of the coast of South Australia.

Minimum complement

Two persons—Master and GP (General Purpose Person)

Minimum Qualifications of Crew

Master—Certificate of Competency as Master 5.

GP—General purpose person, an able bodied person not less than 16 years of age with not less than 3 months experience and has successfully completed an approved Elements of Shipboard Safety course.

Note: Either the Master or GP must possess a Certificate of Competency as Marine Engine Driver Grade II.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 30 March 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/02548 V27203

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Blue Fin'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Blue Fin* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

1. One person—Master

Diving Operations

2. Two persons—Master and GP (General Purpose Person)

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain, and has successfully completed approved Elements of Shipboard Safety and Restricted Radiotelephony courses.

GP—General purpose person, an able bodied person not less than 16 years of age with not less than 3 months experience and has successfully completed an approved Elements of Shipboard Safety course.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/08229 V20354

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Conch'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Conch* whilst operating within Partially Smooth and Smooth Waters of South Australia as per Schedule 1 of the Harbors and Navigation Act 1993.

Minimum complement

Two persons—Master and GP (General Purpose Person)

Minimum Qualifications of Crew

Master—Certificate of Competency as Master Class 5.

GP—General purpose person, an able bodied person not less than 16 years of age with not less than 3 months experience and has successfully completed an approved Elements of Shipboard Safety course.

Note: Either the Master or GP must possess a Certificate of Competency as Marine Engine Driver Grade III.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport and Urban Planning.

TSA 2000/08228 V27741

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee in respect of the M.V. 'Galileo'

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Galileo* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport
and Urban Planning.

TSA 2000/08230 V20707

HARBORS AND NAVIGATION ACT 1993

*Determination of State Crewing Committee in respect of the
M.V. 'Marine 02'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Marine 02* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport
and Urban Planning.

TSA 2000/08231 V20782

HARBORS AND NAVIGATION ACT 1993

*Determination of State Crewing Committee in respect of the
M.V. 'Marine 03'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Marine 03* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport
and Urban Planning.

TSA 2000/08232 V11479

HARBORS AND NAVIGATION ACT 1993

*Determination of State Crewing Committee in respect of the
M.V. 'Marine 04'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Marine 04* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport
and Urban Planning.

TSA 2000/08233 V10010

HARBORS AND NAVIGATION ACT 1993

*Determination of State Crewing Committee in respect of the
M.V. 'Marine 05'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Marine 05* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport
and Urban Planning.

TSA 2000/08235 V10208

HARBORS AND NAVIGATION ACT 1993

*Determination of State Crewing Committee in respect of the
M.V. 'Marine 07'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Marine 07* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

HARBORS AND NAVIGATION ACT 1993

Determination of State Crewing Committee

THE following determination made on 25 October 2000 by the State Crewing Committee is published pursuant to part 6, section 45 of the Harbors and Navigation Act 1993.

DIANA LAIDLAW, Minister for Transport
and Urban Planning.

TSA 2000/08237 V20216

HARBORS AND NAVIGATION ACT 1993

*Determination of State Crewing Committee in respect of the
M.V. 'Marine 09'*

THE following determination is made by the State Crewing Committee pursuant to part 6, section 45 of the Harbors and Navigation Act 1993, in respect of the *Marine 09* whilst operating within 15 nautical miles of the coast of South Australia.

Minimum complement

One person—Master

Minimum Qualifications of Crew

Master—Certificate of Competency as Coxswain and has successfully completed Elements of Shipboard Safety and Restricted Radiotelephony courses.

CAPT. W. J. STUART, Presiding Member,
State Crewing Committee.

LAND AND BUSINESS (SALE AND CONVEYANCING) ACT
1994*Exemption*

TAKE notice that, pursuant to section 23 (3) of the Land and Business (Sale and Conveyancing) Act 1994, I, Kenneth Trevor Griffin, Minister for Consumer Affairs, do hereby exempt the person named in Schedule 1 from the application of section 23 (2) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Michael Wayne Simounds, an officer/employee of Wardland Holdings Pty Ltd.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 1636, folio 19, situated at 27 Dalling Street, Port Broughton, S.A. 5522, allotment 11, Deposited Plan 55294.

Signed for and on behalf of the Minister for Consumer Affairs by the Commissioner for Consumer Affairs:

M. BODYCOAT, Commissioner

LAND AND BUSINESS (SALE AND CONVEYANCING) ACT
1994*Exemption*

TAKE notice that, pursuant to section 23 (3) of the Land and Business (Sale and Conveyancing) Act 1994, I, Kenneth Trevor Griffin, Minister for Consumer Affairs, do hereby exempt the person named in Schedule 1 from the application of section 23 (2) of the Act in relation to the purchase of the land specified in Schedule 2.

SCHEDULE 1

Michael Edwin Pfeiffer, an officer/employee of Bronte John Chapman.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5507, folio 338, situated at 24 Chapman Crescent, Mount Barker, S.A. 5251.

Signed for and on behalf of the Minister for Consumer Affairs by the Commissioner for Consumer Affairs:

M. BODYCOAT, Commissioner

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application for Transfer*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that VHPM Pty Ltd, c/o Kelly & Co., Solicitors, Level 17, 91 King William Street, Adelaide, S.A. 5000, has applied to the Liquor and Gaming Commissioner for the transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at 40 Meylin Street, Port MacDonnell, S.A. 5291 and known as Victoria Hotel.

The application has been set down for hearing on 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 3 November 2000.

Applicant

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application for Transfer*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Amals Pty Ltd, has applied to the Liquor and Gaming Commissioner for an Increase in the Number of Gaming Machines from 8 to 30, Alterations and Additions to Premises and Extended Trading Authorisation in respect of the premises situated at 5 First Street, Brompton and known as Brompton Park Hotel.

The application has been set down for hearing on 8 December 2000.

Conditions

The following licence conditions are sought:

Thursday, Friday and Saturday—midnight to 2 a.m.;

Sunday—8 p.m. to midnight;

Public holidays—midnight to 2 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Applicant

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application for Transfer*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Leah Marie McConnal and Gerard Edmund McConnal, c/o Fisher Jeffries, Level 15, 211 Victoria Square, Adelaide, S.A. 5000 have applied to the Liquor and Gaming Commissioner for the transfer of the Hotel and Gaming Machine Licences and variation to the Extended Trading Authorisation in respect of premises situated at 30 Gibson Street, Port Augusta, S.A. 5700 and known as Hannahville Hotel.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

1. That the Extended Trading Authorisation apply to the whole of the licensed area.
2. That liquor may be sold for consumption on the licensed premises during the following times:
 - 2.1 Friday and Saturday—midnight to 2 a.m. the following day;
 - 2.2 Sunday—8 a.m. to 11 a.m. and 8 p.m. to midnight other than Sundays immediately preceding a public holiday when trading shall continue to 2 a.m. the following day;
 - 2.3 Christmas Day—midnight to 2 a.m.
3. That liquor may be sold for consumption off the licensed premises on Sundays between 8 a.m. and 11 a.m. and 8 p.m. and 9 p.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicants

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application for Transfer*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that KTH Trading Pty Ltd, (ACN 085 702 094), c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000, has applied to the Liquor and Gaming Commissioner for transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at 76 Wakefield Street, Adelaide, S.A. 5000 and known as Wakefield Tavern.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

Extended Trading Authorisation (including entertainment consent) to apply to the whole of the licensed premises at the following times:

- Monday to Saturday—midnight to 4 a.m. the following day;
- Sunday—11 a.m. to 4 a.m. the following day for on licence consumption, 9 p.m. for off licence consumption.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicant

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application for Transfer*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Temray Holdings Pty Ltd (ACN 065 797 426) and Jaytori Pty Ltd (ACN 083 813 932), c/o Bonnins Lawyers, Level 14, 100 King William Street, Adelaide, S.A. 5000 have applied to the Liquor and Gaming Commissioner for the transfer of the Hotel and Gaming Machine Licences and variation to the Extended Trading Authorisation in respect of premises situated at The Esplanade, Semaphore, S.A. 5019 and known as Semaphore Palais.

The application has been set down for hearing on 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicants

LIQUOR LICENSING ACT 1997 AND GAMING MACHINES
ACT 1992*Notice of Application for Transfer*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Cowey Miles Pty Ltd, (ACN 094 782 779), c/o Bonnins Lawyers, Level 14, 100 King William Street, Adelaide, S.A. 5000, has applied to the Liquor and Gaming Commissioner for transfer of a Hotel Licence and Gaming Machine Licence in respect of premises situated at 30 Jubilee Place, Port Pirie, S.A. 5540 and known as Central Hotel.

The application has been set down for hearing on 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Jurack Pty Ltd, c/o Kelly & Co., Solicitors, Level 17, 91 King William Street, Adelaide has applied to the Licensing Authority for the transfer of a Hotel Licence in respect of premises situated at 246 Rundle Street, Adelaide, S.A. 5000 and known as Exeter Hotel.

The application has been set down for hearing on 1 December 2000 at 11 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 3 November 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Sareth Hem, c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at Shop 3, Martin Plaza Shopping Centre, corner Martin and Shepherdson Roads, Parafield Gardens, S.A. 5107 and to be known as Martin Plaza Chinese Restaurant.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 2 November 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Chungjae Lee, c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at Shop 3, California Street, Adelaide, S.A. 5000.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Licensing Authority, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000.

Dated 2 November 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Delo Investments Pty Ltd (ACN 007 719 833), c/o Kelly & Co. Lawyers, Level 17, Santos House, 91 King William Street, Adelaide, S.A. 5000, has applied to the Liquor and Gaming Commissioner for approval of structural alterations to the licensed premises and redesignation of the licensed area and gaming area in respect of premises situated at 1017 Lower North East Road, Highbury, S.A. 5089 and known as Highbury Hotel.

The application has been set down for hearing on 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 25 October 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that The Eagles Club Incorporated, c/o Bonnins, Level 14, 100 King William Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for an Extended Trading Authorisation in respect of premises situated at Woodville Oval, Oval Avenue, Woodville South, S.A. 5011 and known as The Eagles Club.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Conditions

The following licence conditions are sought:

1. That the licensee be permitted to sell liquor on Thursday, Friday and Saturday from midnight to 1 a.m. the following day and Sunday from 8 p.m. to midnight.

2. That the Extended Trading Authorisation shall apply to the whole of the licensed premises.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Anna England and Ross England, have applied to the Licensing Authority for a Special Circumstances Licence in respect of premises situated at 179 Marine Parade, Kingston, S.A. 5275 and known as All Luxury 4WD Tours Limestone Coast.

The application has been set down for hearing on 8 December 2000.

Conditions

The following licence conditions are sought:

Sale and supply of liquor anytime on any day to persons who attend pre-booked tours.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 1 November 2000.

Applicants

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that The New Australian Food Company Pty Ltd (ACN 094 569 794), has applied to the Licensing Authority for the grant of a Restaurant Licence held in respect of premises situated at Saltram Wines Estate, Nuriootpa Road Angaston and known as Salters Restaurant.

The application has been set down for hearing on 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Overland Corner Wine Company Pty Ltd (ACN 094 743 021), c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000, has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 248 Flinders Street, Adelaide, S.A. 5000.

The application has been set down for hearing on 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 31 October 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Rhonda Helen Kooyman and Daniel Kooyman have applied to the Licensing Authority for an Entertainment Consent in respect of premises situated at St. Peters Terrace, Willunga, S.A. 5172 and known as Willunga Golf Course Restaurant

The application has been set down for hearing on 8 December 2000.

Conditions

The following licence conditions are sought:

Entertainment consent is sought for the lounge and foyer area as depicted on the plan lodged with the office of the Liquor and Gaming Commissioner.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 21 October 2000.

Applicants

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Dino Mazzocato, c/o David Watts & Associates, Liquor Licensing Consultants, 1 Cator Street, Glenside, S.A. 5065, has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 578 The Parade, Auldana and to be known as Manager's Blend.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Condition

The following licence condition is sought:

Exemption from 42 (2) (b).

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 31 October 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Brenton Mark Engelhardt and Dean Keith Guthrie, 14 First Avenue, Cheltenham, S.A. 5014 have applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at 2/2A McLaren Parade, Port Adelaide, S.A. 5015 and to be known as Harbour Bytes Internet Café.

The application has been set down for hearing on 8 December 2000 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 31 October 2000.

Applicants

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Eugenio (John) Maio (as trustee of the Maio Family Trust), 21 Kapoola Avenue, Felixstow, S.A. 5070, has applied to the Licensing Authority for the grant of a Restaurant Licence in respect of premises situated at Shop 3, corner Gorge and Newton Roads Campbelltown, S.A. 5074 and to be known as Cafe Supremo.

The application has been set down for hearing on Friday, 8 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application for Transfer

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Hing Kwong Lee and Li Xiong Wu, 72 Russell Street, Rosewater, S.A. 5013 have applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Lot 8, Hutchison Street, Coober Pedy, S.A. 5723 and known as Hong Kong Lees Chinese Restaurant.

The application has been set down for hearing on 11 December 2000.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicants at the applicants' address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 30 October 2000.

Applicants

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Lincoln Cove Investments Pty Ltd, (ACN 091 607 840), c/o Duncan Basheer Hannon, 66 Wright Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Tasman Terrace, Port Lincoln, S.A. 5606 and known as Country Garden Bistro.

The application has been set down for hearing on 11 December 2000 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicant

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997, that Woolies Liquor Stores Pty Ltd (ACN 007 939 531), c/o Clelands Solicitors, 208 Carrington Street, Adelaide, S.A. 5000 has applied to the Licensing Authority for the transfer of a Retail Liquor Merchant's Licence in respect of premises situated at 139 Henley Beach Road, Mile End, S.A. 5031 and known as Porters Liquor Mile End.

The application has been set down for hearing on 11 December 2000 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor Licensing Commissioner, and serving a copy of the notice on the applicant at the applicant's address given above, at least seven days before the hearing date.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor Licensing Commissioner, 9th Floor, East Wing, G.R.E. Building, 50 Grenfell Street, Adelaide 5000.

Dated 2 November 2000.

Applicant

MINING ACT 1971

NOTICE is hereby given in accordance with section 35A (1) of the Mining Act 1971, that an application for a mining lease over the undermentioned mineral claim has been received. Details of the proposal may be inspected at the Department of Primary Industries and Resources, Mineral Resources Group, Level 5, 101 Grenfell Street, Adelaide, S.A. 5000:

Applicant: Topcoat Asphalt Contractors Pty Ltd

Claim Number: 3174

Location: Approximately 18 km NW of Port Wakefield, in sections 233, 229 and 230, Hundred of Kulpura

Purpose: For recovery of dolomite for agriculture purposes and dolomite for construction

Reference: T2214

A copy of the proposal has been provided to the District Council of Barunga West.

Written submissions in relation to the granting of the mining lease are invited to be received at the Department of Primary Industries and Resources, Mineral Resources Group, Level 5, 101 Grenfell Street, Adelaide, S.A. 5000 or G.P.O. Box 1671, Adelaide, S.A. 5001 no later than 24 November 2000.

H. TYRTEOS, Acting Mining Registrar, Department of Primary Industries and Resources

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Agricola Mining Pty Ltd

Location: Lower Coorong Area—Approximately 15 km north of Kingston, SE, bounded as follows: Commencing at a point being the intersection of latitude 36°32'S and longitude 139°51'E, thence south to latitude 36°34'S, east to longitude 139°52'E, south to latitude 36°36'S, east to longitude 139°53'E, south to latitude 36°40'S, east to longitude 139°54'E, south to latitude 36°47'S, west to a line parallel to and 800 m inland from high water mark, Lapepede Bay, thence generally northerly along the said parallel line to latitude 36°32'E, and east to the point of commencement, but excluding Coorong National Park, all the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of *Commonwealth Gazette* number 84 dated 6 October 1966 (AGD66).

Term: 1 Year

Area in km²: 71

Ref: 061/00

H. TYRTEOS, Acting Mining Registrar, Department
of Primary Industries and Resources

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act, 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Agricola Mining Pty Ltd

Location: Lochaber Area—Approximately 30 km north-west of Naracoorte, bounded as follows: Commencing at a point being the intersection of latitude 36°44'S and longitude 140°31'E, thence east to longitude 140°36'E, south to latitude 36°48'S, west to longitude 140°34'E, north to latitude 36°46'S, west to longitude 140°32'E, south to latitude 36°47'S, west to longitude 140°31'E, and north to the point of commencement, all the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of *Commonwealth Gazette* number 84 dated 6 October 1966 (AGD66).

Term: 1 Year

Area in km²: 41

Ref: 062/00

H. TYRTEOS, Acting Mining Registrar, Department
of Primary Industries and Resources

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act, 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Goldstream Mining NL

Location: Warriner Creek Area—Approximately 110 km east-south-east of Coober Pedy, bounded as follows: Commencing at a point being the intersection of latitude 29°04'S and longitude 135°50'E, thence east to longitude 135°56'E, south to latitude 29°23'S, west to longitude 135°43'E, north to latitude 29°15'S, east to longitude 135°50'E, and north to the point of commencement, all the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of *Commonwealth Gazette* number 84 dated 6 October 1966 (AGD66).

Term: 1 Year

Area in km²: 508

Ref: 045/00

H. TYRTEOS, Acting Mining Registrar, Department
of Primary Industries and Resources

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the undermentioned area.

Applicant: Goldstream Mining NL

MT WOODS AREA—Approximately 50 km south-east of Coober Pedy, bounded as follows: commencing at a point being the intersection of latitude 29°05'S and longitude 135°04'E, thence east to longitude 135°16'E, south to latitude 29°07'S, west to longitude 135°13'E, south to latitude 29°12'S, east to longitude 135°15'E, south to latitude 29°13'S, east to longitude 135°18'E, south to latitude 29°21'S, east to longitude 135°30'E, south to latitude 29°29'S, east to longitude 135°33'E, south to latitude 29°34'S, west to longitude 135°28'E, north to latitude 29°32'S, west to longitude 135°18'E, south to latitude 29°45'S, west to longitude 135°04'E, and north to the point of commencement, all the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of *Commonwealth Gazette* number 84 dated 6 October 1966 (AGD66).

Term: 1 Year

Area in km²: 2 027

Ref: 046/00

H TYRTEOS, Acting Mining Registrar, Department of
Primary Industries and Resources

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Minerals and Energy proposes to grant an Exploration Licence over the undermentioned area.

Applicant: Orogenic Exploration Pty Ltd

SHELL LAGOON AREA—Approximately 20 km north-west of Woomera, bounded as follows: commencing at a point being the intersection of latitude 30°50'S and longitude 136°36'E, thence east to longitude 136°50'E, south to latitude 31°01'S, west to longitude 136°48'E, south to latitude 31°02'S, west to longitude 136°45'E, south to latitude 31°03'S, west to longitude 136°44'E, south to latitude 31°04'S, west to longitude 136°39'E, south to latitude 31°05'S, west to longitude 136°30'E, north to latitude 30°59'S, east to longitude 136°33'E, north to latitude 30°58'S, east to longitude 136°34'E, north to latitude 30°52'S, east to longitude 136°36'E, and north to the point of commencement, but excluding Commonwealth Land, all the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of *Commonwealth Gazette* number 84 dated 6 October 1966 (AGD66).

Term: 1 Year

Area in km²: 697

Ref: 077/00

H TYRTEOS, Acting Mining Registrar, Department of
Primary Industries and Resources

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Pages	Main	Amends	Pages	Main	Amends
1-16	1.80	0.80	497-512	26.25	25.25
17-32	2.55	1.60	513-528	27.00	26.00
33-48	3.25	2.35	529-544	27.75	26.75
49-64	4.15	3.10	545-560	28.50	27.75
65-80	4.90	4.00	561-576	29.25	28.50
81-96	5.60	4.70	577-592	30.25	29.00
97-112	6.45	5.45	593-608	31.00	30.00
113-128	7.20	6.30	609-624	31.75	31.00
129-144	8.10	7.10	625-640	32.50	31.50
145-160	8.90	7.85	641-656	33.25	32.25
161-176	9.70	8.70	657-672	33.75	33.00
177-192	10.40	9.50	673-688	35.00	33.75
193-208	11.20	10.30	689-704	35.75	34.75
209-224	12.00	11.00	705-720	36.25	35.50
225-240	12.70	11.80	721-736	37.50	36.00
241-257	13.60	12.50	737-752	38.00	37.00
258-272	14.40	13.30	753-768	39.00	37.50
273-288	15.20	14.20	769-784	39.50	38.75
289-304	15.90	14.90	785-800	40.25	39.50
305-320	16.70	15.70	801-816	41.00	40.00
321-336	17.50	16.50	817-832	42.00	41.00
337-352	18.30	17.40	833-848	42.75	41.75
353-368	19.10	18.10	849-864	43.50	42.50
369-384	19.90	19.00	865-880	44.25	43.50
385-400	20.60	19.70	881-896	44.75	44.00
401-416	21.40	20.40	897-912	46.00	44.75
417-432	22.30	21.30	913-928	46.50	46.00
433-448	23.00	22.00	929-944	47.50	46.50
449-464	23.90	22.80	945-960	48.50	47.00
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National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

BETWEEN

THE COMMONWEALTH OF AUSTRALIA

THE STATE OF NEW SOUTH WALES

THE STATE OF VICTORIA

THE STATE OF QUEENSLAND

THE STATE OF SOUTH AUSTRALIA

THE STATE OF WESTERN AUSTRALIA

THE STATE OF TASMANIA

THE AUSTRALIAN CAPITAL TERRITORY and

THE NORTHERN TERRITORY

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

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National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

Date	18 October 2000
Parties	
1.	The Commonwealth of Australia
2.	The State of New South Wales
3.	The State of Victoria
4.	The State of Queensland
5.	The State of South Australia
6.	The State of Western Australia
7.	The State of Tasmania
8.	The Australian Capital Territory
9.	The Northern Territory
Recitals	
A	On 7 November 1997, the Parties signed the Natural Gas Pipelines Access Agreement with the objective of establishing a uniform national framework for third party access to natural gas pipelines.
B	Under the Natural Gas Pipelines Access Agreement, the Parties agreed upon a uniform "Gas Pipelines Access Law", which included a "National Third Party Access Code for Natural Gas Pipeline Systems".
C	In accordance with the Natural Gas Pipelines Access Agreement, the State of South Australia passed the Gas Pipelines Access (South Australia) Act 1997, which applied the Gas Pipelines Access Law (comprising Schedule 1 (Third Party Access to Natural Gas Pipelines) and Schedule 2 (National Third Party Access Code for Natural Gas Pipeline Systems (the <i>Code</i>)) as a law of South Australia.
D	In accordance with the Natural Gas Pipelines Access Agreement, each other Party (except the State of Western Australia) passed, or proposes to pass, application legislation applying the Gas Pipelines Access Law as set out in Schedules 1 and 2 to the Gas Pipelines Access (South Australia) Act 1997, as laws of that Party. The State of Western Australia has enacted the Gas Pipelines Access (Western Australia) Act 1998, which has essentially identical effect to the Gas Pipelines Access (South Australia) Act 1997 and applies the Gas Pipelines Access Law as set out in Schedules to the Western Australian Act as law of the State of

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

	Western Australia.
E	Section 6 of Schedule 1 of the Gas Pipelines Access Law and section 9 of the Code establish a procedure whereby the Code may be amended.
F	On 10 May 2000, in accordance with section 9 of the Code and section 6(1) of Schedule 1 of the Gas Pipelines Access Law, the National Gas Pipelines Advisory Committee recommended to Relevant Ministers that certain amendments be made to the Code.
G	The Relevant Ministers have unanimously agreed, in accordance with section 6 of Schedule 1 of the Gas Pipelines Access Law, to amend the Code as set out in this Agreement.

Operative Provisions

1. Interpretation

1.1 This Agreement may be referred to as the National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement.

1.2 In this Agreement, unless the contrary intention appears, capitalised terms not otherwise defined have the meaning given in the Code and:

Code means the National Third Party Access Code for Natural Gas Pipeline Systems set out in Schedule 2 to the Gas Pipelines Access (South Australia) Act 1997 and Schedule 2 to the Gas Pipelines Access (Western Australia) Act 1998; and

Parties means the parties to this Agreement.

2. Commencement

Clauses 3, 4, 5 and 6 of this Agreement have effect on and from the day on which a copy of this Agreement is published in the South Australian Government Gazette.

3. Proposed Amendments to Section 2

(a) After section 2.15 of the Code **insert**:

2.15A The Service Provider may, after the date of the draft decision, resubmit the Access Arrangement, revised so as to incorporate or substantially incorporate the amendments specified by the Relevant Regulator in its draft decision or otherwise address the matters the Relevant Regulator identified in its draft decision as being the reasons for requiring the amendments specified in its draft decision.

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

(b) For section 2.16 of the Code **substitute**:

2.16 After considering any submissions received by the date specified by the Relevant Regulator under section 2.14, the Relevant Regulator must issue a final decision that:

- (a) if the Service Provider has not submitted a revised Access Arrangement under section 2.15A:
 - (i) approves the Access Arrangement originally proposed by the Service Provider; or
 - (ii) does not approve the Access Arrangement originally proposed by the Service Provider and states the amendments (or nature of the amendments) which would have to be made to the Access Arrangement in order for the Relevant Regulator to approve it and the date by which a revised Access Arrangement must be resubmitted by the Service Provider; or
- (b) if the Service Provider has submitted a revised Access Arrangement under section 2.15A:
 - (i) subject to section 2.16A, approves the revised Access Arrangement; or
 - (ii) does not approve the revised Access Arrangement and states the amendments (or nature of the amendments) which would have to be made to the revised Access Arrangement in order for the Relevant Regulator to approve it and the date by which a revised Access Arrangement must be resubmitted by the Service Provider.

(c) After section 2.16 of the Code **insert**:

2.16A The Relevant Regulator may (in the Relevant Regulator's discretion) approve a revised Access Arrangement under section 2.16(b)(i) only if the Relevant Regulator is satisfied that the revised Access Arrangement:

- (a) incorporates or substantially incorporates the amendments specified by the Relevant Regulator in its draft decision; or
- (b) otherwise addresses to the Relevant Regulator's satisfaction the matters the Relevant Regulator identified in its draft decision as being the reasons for requiring the amendments specified in its draft decision.

(d) In sections 2.18 and 2.21(c) of the Code for "section 2.16(b)" wherever appearing **substitute** "section 2.16(a)(ii) or (b)(ii)".

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

(e) For sections 2.19 and 2.20 of the Code **substitute:**

2.19 If the Service Provider submits a revised Access Arrangement by the date specified by the Relevant Regulator under section 2.16(a)(ii) or (b)(ii) then the Relevant Regulator must issue a further final decision that:

- (a) if the Relevant Regulator is satisfied that the revised Access Arrangement incorporates the amendments specified by the Relevant Regulator in its final decision under Section 2.16(a)(ii) or (b)(ii), approves the revised Access Arrangement; or
- (b) if the Relevant Regulator is satisfied that the revised Access Arrangement either substantially incorporates the amendments specified by the Relevant Regulator or otherwise addresses to the Relevant Regulator's satisfaction the matters the Relevant Regulator identified in its final decision as being the reasons for requiring the amendments specified in its final decision under section 2.16(a)(ii) or (b)(ii), either approves or does not approve the revised Access Arrangement (in the Relevant Regulator's discretion); or
- (c) in any other case, does not approve the revised Access Arrangement.

2.20 If the Service Provider does not submit a revised Access Arrangement by the date specified by the Relevant Regulator under section 2.16(a)(ii) or (b)(ii) or the Relevant Regulator does not approve the revised Access Arrangement under section 2.19, the Relevant Regulator must:

- (a) in the case of an Access Arrangement submitted under section 2.2, draft and approve its own Access Arrangement, instead of the Access Arrangement proposed by the Service Provider; or
- (b) in the case of an Access Arrangement submitted voluntarily under section 2.3, not approve the Access Arrangement.

(f) After section 2.37 of the Code **insert:**

2.37A The Service Provider may, after the date of the draft decision, resubmit the revisions to the Access Arrangement, amended so as to incorporate or substantially incorporate the amendments specified by the Relevant Regulator in its draft decision or otherwise address the matters the Relevant Regulator identified in its draft decision as being the reasons for requiring the amendments specified in its draft decision.

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

(g) For section 2.38 of the Code **substitute:**

2.38 After considering any submissions received by the date specified by the Relevant Regulator under section 2.36, the Relevant Regulator must issue a final decision that:

- (a) if the Service Provider has not submitted amended revisions to the Access Arrangement under section 2.37A:
 - (i) approves the revisions to the Access Arrangement originally proposed by the Service Provider; or
 - (ii) does not approve the revisions to the Access Arrangement originally proposed by the Service Provider and, if the revisions have been proposed by the Service Provider as required by the Access Arrangement, states the amendments (or nature of the amendments) which would have to be made to the revisions in order for the Relevant Regulator to approve them and the date by which the amended revisions must be resubmitted by the Service Provider; or
- (b) if the Service Provider has submitted amended revisions to the Access Arrangement under section 2.37A:
 - (i) subject to section 2.38A, approves the amended revisions to the Access Arrangement; or
 - (ii) does not approve the amended revisions to the Access Arrangement and, if the revisions have been proposed by the Service Provider as required by the Access Arrangement, states the amendments (or nature of the amendments) which would have to be made to the revisions in order for the Relevant Regulator to approve them and the date by which the amended revisions must be resubmitted by the Service Provider.

(h) After section 2.38 of the Code **insert:**

2.38A The Relevant Regulator may (in the Relevant Regulator's discretion) approve amended revisions to an Access Arrangement under section 2.38(b)(i) only if the Relevant Regulator is satisfied that the amended revisions:

- (a) incorporate or substantially incorporate the amendments specified by the Relevant Regulator in its draft decision; or

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

- (b) otherwise address to the Relevant Regulator's satisfaction the matters the Relevant Regulator identified in its draft decision as being the reasons for requiring the amendments specified in its draft decision.
- (i) In sections 2.40 and 2.43 of the Code for "section 2.38(b)" wherever appearing **substitute** "section 2.38(a)(ii) or (b)(ii)".
- (j) For sections 2.41 and 2.42 of the Code **substitute**:
 - 2.41 If the Service Provider submits amended revisions to the Access Arrangement by the date specified by the Relevant Regulator under section 2.38(a)(ii) or (b)(ii) then the Relevant Regulator must issue a further final decision that:
 - (a) if the Relevant Regulator is satisfied that the amended revisions to the Access Arrangement incorporate the amendments specified by the Relevant Regulator in its final decision under section 2.38(a)(ii) or (b)(ii), approves the amended revisions to the Access Arrangement; or
 - (b) if the Relevant Regulator is satisfied that the amended revisions to the Access Arrangement either substantially incorporate the amendments specified by the Relevant Regulator or otherwise address to the Relevant Regulator's satisfaction the matters the Relevant Regulator identified in its final decision as being the reasons for requiring the amendments specified in its final decision under section 2.38(a)(ii) or (b)(ii), either approves or does not approve the amended revisions to the Access Arrangement (in the Relevant Regulator's discretion); or
 - (c) in any other case, does not approve the amended revisions to the Access Arrangement.
 - 2.42 If the Service Provider does not submit amended revisions to the Access Arrangement by the date specified by the Relevant Regulator under section 2.38(a)(ii) or (b)(ii) or the Relevant Regulator does not approve the amended revisions to the Access Arrangement under section 2.41, the Relevant Regulator must draft and approve its own amended revisions to the Access Arrangement, instead of the revisions proposed by the Service Provider.

4. Amendment of section 4

- (a) In section 4.1 of the Code for paragraph (a) **substitute**:
 - (a) be a legal entity registered under the Corporations Law, a foreign company within the meaning of the Corporations Law that has appointed a local agent in accordance with sections 601CF and 601CG of the Corporations Law, a

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

statutory corporation, a government or an entity established by royal charter.

- (b) In section 4.15 of the Code for subparagraph (a)(ii) **substitute:**
 - (ii) the costs to the Service Provider and its Associates that would be incurred solely as a result of complying with that obligation (other than costs associated with losses arising from increased competition in upstream or downstream markets) outweigh any public benefits that would arise from the Service Provider complying with the obligation, taking into account arrangements put in place by the Service Provider (if any) to ensure that Confidential Information the subject of sections 4.1(f) and (g) is not disclosed to the Service Provider or is not disclosed to the servants, consultants, independent contractors or agents of the Service Provider who take part in a Related Business; and
- (c) In section 4.15 of the Code for paragraph (b) **substitute:**
 - (b) sections 4.1(h) and (i) where the Relevant Regulator is satisfied that the costs to the Service Provider and its Associates that would be incurred solely as a result of complying with that obligation (other than costs associated with losses arising from increased competition in upstream or downstream markets) outweigh any public benefits that would arise from the Service Provider complying with the obligation.
- (d) After section 4.15 of the Code **insert:**
 - 4.15A In making a decision under section 4.15 of the Code, the Relevant Regulator may treat a tax liability arising from an Exempt Matter as a cost for the purposes of sections 4.15(a)(ii) and 4.15(b).

5. Amendment of section 7

- (a) After section 7.19 of the Code **insert:**

Disclosure of End User Information

- 7.20 Subject to section 7.22, if requested to do so in writing by an End User, a Service Provider must disclose any End User Information about that End User of a type described in the End User's written request that is in the Service Provider's possession or under its control, to the End User or to any other person nominated by the End User who carries on, or proposes to carry on, a business of supplying Natural Gas.
- 7.21 A Service Provider must not disclose the fact that an End User has made a request under section 7.20 to any person (other than a person nominated by the End User under section 7.20).

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

- 7.22 A Service Provider may, prior to disclosing any End User Information under paragraph 7.20, require the End User or other recipient of the End User Information to pay the Service Provider a fee to compensate the Service Provider for its reasonable costs of providing the End User Information, provided that fee has been approved in writing by the Relevant Regulator.

6. Amendment of section 10

- (a) In section 10.7 of the Code at the end of paragraph (b) **insert:**

- 7.20 and 7.21 (Disclosure of End User Information).

- (b) In section 10.8 of the Code for the definition of “Confidential Information” **substitute:**

Confidential Information means information that is by its nature confidential or is known by the Service Provider to be confidential and includes:

- (a) any information relating to the financial position of a User or Prospective User and, in particular, includes information relating to the assets or liabilities of the User or Prospective User and any other matter that affects or may affect the financial position or reputation of the User or Prospective User;
- (b) information relating to the internal management and structure of the User or Prospective User or the personnel, policies and strategies of a User or Prospective User;
- (c) information of a User or Prospective User to which the Service Provider has access, other than information referred to in paragraphs (a) and (b), that has any actual or potential commercial value to the User or Prospective User or the person or corporation which supplied that information; and
- (d) any information in the Service Provider’s possession relating to the User’s or Prospective User’s customers or suppliers and like information.

- (c) In section 10.8 **insert:**

Exempt Matter means an Exempt Matter within the meaning of the Gas Pipelines Access Legislation of any Scheme Participant.

Gas Pipelines Access Legislation has the meaning given in the Gas Pipelines Access Law.

7. Counterparts

This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

SIGNED by

Senator The Honourable Nick Minchin)
Minister for Industry, Science and)
Resources of the Commonwealth of)
Australia)

The Honourable Kim Yeadon MP)
Minister for Energy of the State of New)
South Wales)

The Honourable Candy Broad MLC)
Minister for Energy and Resources)
and Ports of the State of Victoria)

The Honourable Tony McGrady MP,)
Minister for Mines and)
Energy and Minister assisting the Deputy)
Premier on Regional Development of)
the State of Queensland)

The Honourable Wayne Matthew MP,)
Minister for Minerals and Energy and)
Minister assisting the Deputy Premier of)
the State of South Australia)

The Honourable Colin Barnett MLA)
Minister for Resources Development,)
Energy and Education of the State of)
Western Australia)

The Honourable Paul Lennon MHA)
Deputy Premier, Minister for Infrastructure,)
Energy and Resources of the State of)
Tasmania)

Mr Brendan Smyth MLA, Minister for)
Urban Services of the Australian Capital)
Territory)

National Third Party Access Code for Natural Gas Pipeline Systems: Second Amending Agreement

The Honourable Daryl Manzie MLA)
Minister for Resource Development of the)
Northern Territory of Australia)



Christmas/New Year Holiday Publishing Information

Last Gazette for 2000 will be Thursday, 21 December 2000

Closing date for notices for publication will be
4 p.m. Tuesday, 19 December 2000

First Gazette for 2001 will be Thursday, 4 January 2001

Closing date for notices for publication will be
4 p.m. Tuesday, 2 January 2001

*(There will **not** be a Gazette in the period between these two dates)*

It would be appreciated if *Government Gazette* notices for publication be addressed to:

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Riverside Centre
North Terrace, Adelaide 5000

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REAL PROPERTY ACT NOTICE

WHEREAS the persons named at the foot hereof have each respectively for himself made application to have the land set forth and described before his name at the foot hereof brought under the operation of the Real Property Act: Notice is hereby given that unless caveat be lodged with the Registrar-General by some person having estate or interest in the said lands on or before the expiration of the period herein below for each case specified, the said several pieces of land will be brought under the operation of the said Act as by law directed. Diagrams delineating these parcels of land may be inspected at the Lands Titles Registration Office, Adelaide, and in the offices of the several corporations or district councils in which the lands are situated.

THE SCHEDULE

No. of Application	Description of Property	Name	Residence	Date up to and inclusive of which caveat may be lodged
30936	Portion of section 154, Town of Port Elliot, more particularly delineated as allotment 846 in Filed Plan No. 166095.	Thomas William Vincent and Anna Elizabeth Vincent	1 William Street, Port Elliot, S.A. 5212.	10 January 2001

Dated 10 November 2000, at the Lands Titles Registration Office, Adelaide.

J. ZACCARIA, Deputy Registrar-General

RULES OF COURT

Amending the Supreme Court Rules 1987 Amendment No. 79 to the Supreme Court Rules

BY virtue and in pursuance of section 72 of the Supreme Court Act 1935, and all other enabling powers, We, the Judges of the Supreme Court of South Australia, make the following Rules to take effect as amendments to the Supreme Court Rules 1987, as amended:

1. These Rules may be cited as the 'Supreme Court Rules 1987 Amendment No. 79'.
2. The Supreme Court Rules 1987 as amended by these Rules may be cited as the 'Supreme Court Rules 1987'.
3. That Rule 11 be amended by deleting Rule 11.06 and inserting in lieu thereof:
 - '11.06 (1) Where a solicitor who has acted for a party in an action has in fact ceased to act, and the party has not given notice under either Rule 11.02 or 11.04, the solicitor may apply to the Court for an order declaring that the solicitor has ceased to be the solicitor for the party in the action.
 - (2) Any application under this rule shall be made by an application in the action and be served on the solicitor's former client and every party to the action.
 - (3) The application shall be supported by an affidavit stating the grounds of the application which shall be served with the application on the solicitor's former client. Unless otherwise ordered the affidavit shall not be served on any other party to the action and may be filed in a sealed envelope or handed to the Judge or Master hearing the application.
 - (4) The Court shall consider the application and may in its discretion make a declaration that the solicitor has ceased to be the solicitor for the party in the action.
 - (5) If an order is made on the application, the solicitor shall continue to be considered as the solicitor for the party until the solicitor has:
 - (a) filed the order and served a copy on the former client and every other party except a party who has not filed an appearance; and
 - (b) filed in the Registry a certificate signed by the solicitor that the requirements of subrule (a) have been complied with.
4. That Rule 74A be amended by inserting Rule 74A.08 as follows:
 - '74A.08 (1) A solicitor for a party, or where he or she is not represented the party in person, shall take all necessary steps to ascertain from the Registry when the action is to be called on for trial.
 - (2) Where a trial is warned to commence at a time to be notified on a particular day, the solicitor for each party, or if the party is not represented, the party personally, will throughout the day be available to be contacted by telephone at the telephone number shown in the last document filed by him or her showing a telephone number or at such other number as he or she notifies to the Registry.'
5. That Rule 75A.08 be deleted.
6. That Form 2 be amended by deleting from the heading 'R 17.04' and inserting in lieu thereof 'R 7.04'.
7. That the Seventh Schedule be amended by deleting the paragraph numbered 15 and inserting in lieu thereof:
 - '15. Any letter
 - (a) not exceeding one A4 page.....16.00-28.00
 - (b) exceeding more than one A4 page
 - for the first page28.00
 - and for subsequent pages44.00
 - (c) circular letter (including the cost of copying per A4 page).....5.50'

GIVEN under our hands and the Seal of the Supreme Court of South Australia this 30th day of October 2000.

(L.S.) J. DOYLE, CJ
G. C. PRIOR, J
L. T. OLSSON, J
J. W. PERRY, J
K. P. DUGGAN, J
E. P. MULLIGHAN, J
B. M. DEBELLE, J
M. J. NYLAND, J
B. T. LANDER, J
H. C. WILLIAMS, J
D. J. BLEBY, J
D. F. WICKS, J
BRIAN MARTIN, J
T. A. GRAY, J

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

*Glendale Grove, Goolwa
Deposited Plan 55421*

BY Road Process Order made on 5 June 2000, the Alexandrina Council ordered that:

1. Portion of the public road (Glendale Grove) dividing allotment 2 in Filed Plan 2629 from allotment 4 in Deposited Plan 46725, more particularly delineated and lettered 'A' in Preliminary Plan No. PP32/0541 be closed.

2. Issue a Certificate of Title to the Alexandrina Council for the whole of the closed road which land is being retained by council for merging with the council owned land.

On 27 July 2000, that order was confirmed by the Minister for Administrative and Information Services, conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 9 November 2000.

K. SARNECKIS, Acting Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

*Lime Kiln Road, Port Vincent
Deposited Plan 55994*

BY Road Process Order made on 3 October 2000, the District Council of Yorke Peninsula ordered that:

1. Portion of the public road (Lime Kiln Road) west of Old Coast Road adjoining the southern boundary of allotment 779 in Filed Plan 196200, more particularly delineated and lettered 'A' in Preliminary Plan No. PP32/0583 be closed.

2. Issue a Certificate of Title to the District Council of Yorke Peninsula for the whole of the closed road which land is being retained by council for public purposes.

On 25 October 2000, that order was confirmed by the Minister for Administrative and Information Services, conditionally on approval and deposit of the survey plan by the Registrar-General. The condition has now been fulfilled.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 9 November 2000.

K. SARNECKIS, Acting Surveyor-General

SEWERAGE ACT 1929

Addition of Land to Adelaide Drainage Area

PURSUANT to section 18 of the *Sewerage Act 1929*, the South Australian Water Corporation:

(a) adds to the Adelaide Drainage Area all the land contained in:

- (i) Deposited Plan 37830;
- (ii) allotment 50 in Filed Plan 15581; and

(iii) the portion of Ackland Hill Road in the suburb of Coromandel East abutting allotment 50 in Filed Plan 15581; and

(b) declares that this notice has effect from the commencement of the financial year in which it is published in the *Gazette*.

Dated 31 October 2000.

Signed for and on behalf of the South Australian Water Corporation by a person duly authorised so to do:

N. K. T. WHITE, General Manager Retail

In the presence of: P. M. RUCIOCH, Rates Officer

SAWATER 01209/2000 D1090

SOIL CONSERVATION AND LAND CARE ACT 1989

Appointments

I, ROBERT GERARD KERIN, Minister for Primary Industries and Resources, in the State of South Australia to whom the administration of the Soil Conservation and Land Care Act 1989 has been committed, do hereby appoint the following people as members of the Eastern Districts Soil Conservation Board, pursuant to section 24 of the Act until 30 June 2003:

Jonathan David Lindner
Paul Arnold Williams
Victor George Breeding
Dudley Cockington
Ann Breeding

with Christopher Malcolm Reed as the Local Government Representative.

Dated 4 November 2000.

ROB KERIN, Minister for Primary
Industries and Resources

SURVEY ACT 1992

Declaration of Boundary Area

PURSUANT to Section 50 of the Survey Act 1992, notice is given that a Confused Boundary Area is declared and a survey will be conducted to rectify boundary discrepancies in the area bounded by Kempe Street, Way Street and Marine Parade in the area of Port Vincent, Hundred of Ramsay.

Dated 9 November 2000.

P. M. KENTISH, Surveyor-General

REF: L.T.O. 355/2000

SURVEY ACT 1992

Levy Increase

PURSUANT to the provisions of the Survey Act 1992, section 58, the Institution of Surveyors, Australia, South Australia Division Inc may, with the approval of the Minister for Administrative and Information Services, impose a levy on each plan certified correct and lodged in the Lands Titles Registration Office.

Notice is hereby given that from 1 January 2001, the Minister has approved the levy being increased from \$40 to \$41.

D. N. BROOK, Registrar

WATER MAINS AND SEWERS

Office of the South Australian Water Corporation
Adelaide, 9 November 2000.

WATER MAINS LAID

Notice is hereby given that the following main pipes or parts of main pipes have been laid down by the South Australian Water Corporation in or near the undermentioned water districts and are now available for a constant supply of water to adjacent land.

ADELAIDE WATER DISTRICT**CITY OF MARION**

Berrima Road, Sheidow Park. p13
Southbank Boulevard, Sheidow Park. p13
Quartz Place, Sheidow Park. p13
Stonework Circuit, Sheidow Park. p13
Blacksmith Crescent, Sheidow Park. p13
Gold Place, Sheidow Park. p13
Easement in lot 5, Southbank Boulevard, Sheidow Park. p13

CITY OF PORT ADELAIDE ENFIELD

Bentley Avenue, Croydon Park. p11
Mercedes Avenue, Croydon Park. p11
Graham Street, Glanville. p15 and 17-19
Victoria Street, Glanville. p15 and 16

CITY OF SALISBURY

Victor Drive, Valley View. p4
Parkway Circuit, Parafield Gardens. p12
Springbank Place, Parafield Gardens. p12
Jessie Goodes Court, Parafield Gardens. p12

CITY OF WEST TORRENS

Taylors Lane, Mile End. p2
Urrbrae Terrace, Plympton. p9

COWELL WATER DISTRICT

DISTRICT OF FRANKLIN HARBOR
Keith Street, Cowell. p3

GOOLWA WATER DISTRICT

DISTRICT OF ALEXANDRINA COUNCIL
Chrystal Street, Goolwa. p5

PORT AUGUSTA WATER DISTRICT**CITY OF PORT AUGUSTA**

Davenport Avenue, Stirling North. p21 and 23
McKerlie Street, Stirling North. p22 and 23
Great Western Plains Road, Stirling North. p22 and 23
Cooper Street, Stirling North. p22 and 23

WILMINGTON WATER DISTRICT

DISTRICT OF MOUNT REMARKABLE
Across and in Melrose Terrace, Wilmington. p25
Pinda Terrace, Wilmington. p25

WATER MAINS ABANDONED

Notice is hereby given that the undermentioned water mains have been abandoned by the South Australian Water Corporation.

ADELAIDE WATER DISTRICT

CITY OF PORT ADELAIDE ENFIELD
Graham Street, Glanville. p15 and 17-19
Victoria Street, Glanville. p15 and 16

MYPOLONGA WATERWORKS**OUTSIDE MYPOLONGA WATER DISTRICT**

RURAL CITY OF MURRAY BRIDGE
Kallina Road, Mypolonga. p20
Carawatha Road, Mypolonga. p20

PORT AUGUSTA WATER DISTRICT**CITY OF PORT AUGUSTA**

Easements in Railway land, Davenport Avenue, Stirling North. p22 and 24
Davenport Avenue, Stirling North. p21 and 23
McKerlie Street, Stirling North. p22 and 23
Great Western Plains Road, Stirling North. p22 and 23
Cooper Street, Stirling North. p22 and 23
Oval Road, Stirling North. p24

WILMINGTON WATER DISTRICT**DISTRICT OF MOUNT REMARKABLE**

Melrose Terrace, Wilmington. p25
Pinda Terrace, Wilmington. p25

WATER MAINS LAID

Notice is hereby given that the undermentioned water mains have been laid down by the South Australian Water Corporation and are not available for a constant supply of water to adjacent land.

MARLA WATER DISTRICT**OUTSIDE DISTRICT COUNCILS**

Easements in lot 102, government road (known as Plover Street), Marla. p6 and 7

MYPOLONGA WATERWORKS**OUTSIDE MYPOLONGA WATER DISTRICT**

RURAL CITY OF MURRAY BRIDGE
Kallina Road, Mypolonga. p20
Mypolonga Road, Mypolonga. p20
Carawatha Road, Mypolonga. p20

SEWERS LAID

Notice is hereby given that the following sewers have been laid down by the South Australian Water Corporation in the undermentioned drainage area and are now available for house connections.

ADELAIDE DRAINAGE AREA**CITY OF CHARLES STURT**

Sando Street, Findon. FB 1091 p51
George Street, Semaphore Park. FB 1091 p50

CITY OF HOLDFAST BAY

Devon Street, South Brighton. FB 1091 p52

CITY OF MARION

Cummings Crescent, Mitchell Park. FB 1091 p40
 Berrima Road, Sheidow Park. FB 1091 p45 and 46
 Easement in reserve (lot 650), Berrima Road and lot 619,
 Stonework Circuit, Sheidow Park. FB 1091 p45 and 46
 Stonework Circuit, Sheidow Park. FB 1091 p45 and 46
 Quartz Place, Sheidow Park. FB 1091 p45 and 46
 Gold Place, Sheidow Park. FB 1091 p45 and 46
 Blacksmith Crescent, Sheidow Park. FB 1091 p45 and 46

CITY OF PLAYFORD

Easement in lot 34, Willison Road, Elizabeth South. FB 1091 p41

CITY OF PORT ADELAIDE ENFIELD

Bentley Avenue, Croydon Park. FB 1091 p43 and 44
 Standard Avenue, Croydon Park. FB 1091 p43 and 44
 Mercedes Avenue, Croydon Park. FB 1091 p43 and 44

CITY OF SALISBURY

Parkway Circuit, Parafield Gardens. FB 1091 p47-49
 Jessie Goodes Court, Parafield Gardens. FB 1091 p47 and 49
 Springbank Place, Parafield Gardens. FB 1091 p47-49

CITY OF WEST TORRENS

Victoria Street, Mile End. FB 1091 p39
 Urrbrae Terrace, Plympton. FB 1091 p42

SEWERS LAID

Notice is hereby given that the undermentioned sewers have been laid down by the South Australian Water Corporation and are not available for house connections.

ADELAIDE DRAINAGE AREA**CITY OF CHARLES STURT**

Sewerage land (lot 9), Seaton Terrace, Seaton. FB 1091 p54
 Sewerage land (lot 9), Seaton Terrace, Seaton – 100 mm RCRJ rising main. FB 1091 p54
 Seaton Terrace, Seaton – 100 mm RCRJ rising main. FB 1091 p54

CITY OF WEST TORRENS

Sewerage land (lot 721) off Portland Court, Fulham. FB 1091 p53
 Sewerage land (lot 721) off Portland Court, Fulham – 100 mm RC rising main. FB 1091 p53
 Laneway north of lot 424, Portland Street, Fulham – 100 mm RC rising main. FB 1091 p53

A. HOWE, Acting Chief Executive Officer,
 South Australian Water Corporation

WATER RESOURCES ACT 1997

Notice of intention to vary the boundary of the catchment area of the River Murray Catchment Water Management Board

I, MARK BRINDAL, Minister for Water Resources in the State of South Australia, do hereby give notice, pursuant to section 54 of the *Water Resources Act 1997*, of my intention to vary the boundary of the catchment area for the River Murray Catchment Water Management Board as set out in the GRO Plan Nos 662/2000 to 707/2000, inclusive, and 710/2000 to 713/2000, inclusive. The catchment area is to be extended to the north and south of the existing boundary, as illustrated in the map below.

The catchment area is being varied to more fully incorporate the South Australian portion of the Murray-Darling Basin. The inclusion of this area will enable the River Murray Catchment Water Management Board to:

- prepare and implement, in consultation with the community, a catchment water management plan for the proposed area in accordance with the Act;
- advise both myself and constituent councils within the proposed area about the management of water resources in accordance with the Act; and
- promote public awareness of the importance of proper management and sustainable use of the water resources in the proposed area.

I hereby invite interested persons to make written submissions on this proposal by 23 December 2000. All submissions and enquiries on this proposal should be directed in the first instance to:

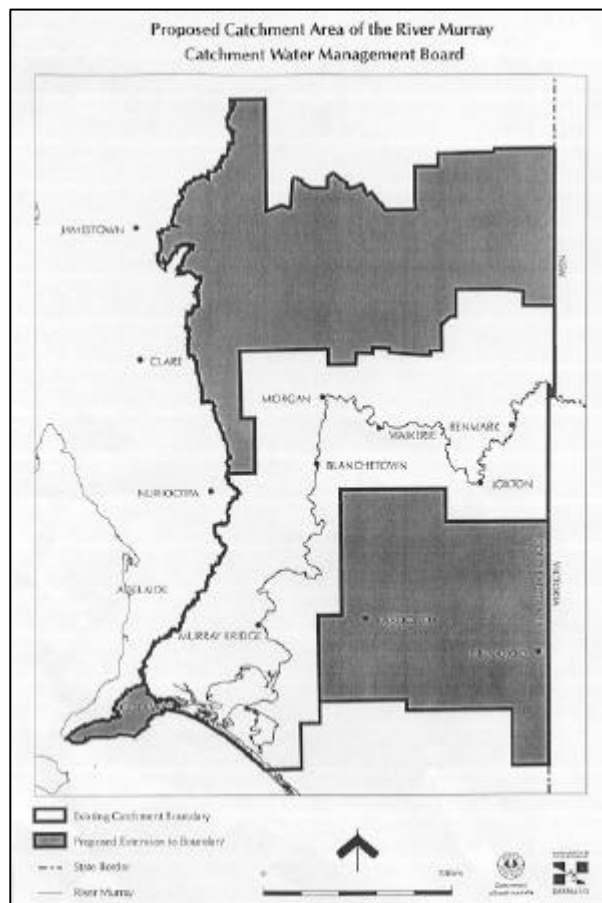
Jim Burston
 Senior Policy Adviser
 Murray-Darling Division
 Department for Water Resources
 G.P.O. Box 1047
 ADELAIDE, SA 5001

Telephone (08) 8204 9108

Facsimile (08) 8204 9144

Email jburston@deh.sa.gov.au

A map of the proposed variation to the catchment area of the Board can be obtained from the Department for Water Resources by contacting Jim Burston.



Dated 9 November 2000.

MARK BRINDAL, Minister for Water Resources

WATER RESOURCES ACT 1997

Authorisation to take water

PURSUANT to section 11 of the Water Resources Act 1997, I, Mark Brindal, MP, Minister for Water Resources, do hereby authorise for the purpose of an underground water interception scheme the taking of 15 000 kilolitres of underground water per annum from:

- prescribed Well Number 6629460WW01743, located on allotment 608 in filed plan 173699, part section 197, Hundred of Nuriootpa (Certificate of Title 5559/93), and
- the two wells to be drilled on allotment 622 in filed plan 173883, part section 119, Hundred of Nuriootpa (Certificate of Title 5704/957) under Well Construction Permit numbers 50737 and 50774.

This authorisation is subject to the following conditions:

- All water taken pursuant to this authorisation must only be used for the purposes described above, unless otherwise authorised.
- All water taken pursuant to this authorisation must only be taken from Well Number 6629460WW01743 and the two wells to be drilled under Well Construction Permit numbers 50737 and 50774.
- All water taken pursuant to this authorisation must only be directed to the lagoon system located on allotment 608 in filed plan 173699, part section 197, Hundred of Nuriootpa (Certificate of Title 5559/93).
- A flow recording meter, approved by the Department for Water Resources, must be fitted to the pipework associated with Well Number 6629460WW01743 and the two wells to be drilled under Well Construction Permit Numbers 50737 and 50774 prior to the taking of any water as authorised by this notice.
- All water taken pursuant to this authorisation must only be taken through the meters.
- Any meter used for the purposes of measuring the quantity of water or pipes or fittings that may affect the accuracy of a meter must not be interfered with, without my authority.
- The meters must not be adjusted or altered without my authority.
- The meters must not be damaged or destroyed.
- Water cannot be used for or in relation to any activity which is an offence under the provisions of the Water Resources Act 1997 or any other legislation with effect in South Australia, unless otherwise authorised.

This authorisation will commence on the date below and will remain in effect for a period of five years unless earlier amended or revoked.

Dated 5 November 2000.

MARK BRINDAL, Minister for Water Resources

WATERWORKS ACT 1932

Removal of Land from Blue Lake Country Lands Water District and Addition to Mount Gambier Water District

PURSUANT to section 6 of the Waterworks Act 1932, the South Australian Water Corporation:

- (a) removes from the Blue Lake Country Lands Water District and adds to the Mount Gambier Water District the land shown on the plan in the schedule; and
- (b) declares that this notice has effect from the commencement of the financial year in which it is published in the *Gazette*.

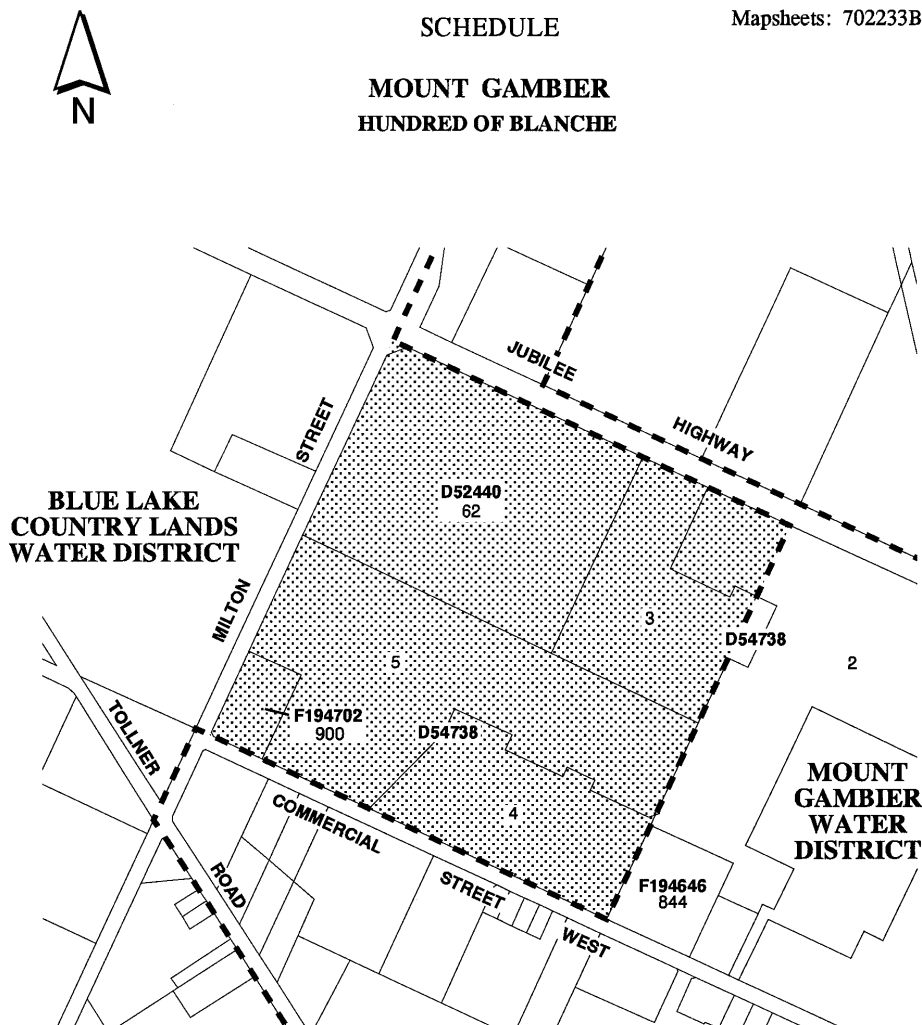
W1093

SA WATER 01212/2000

Mapsheets: 702233B, 33G

SCHEDULE

**MOUNT GAMBIER
HUNDRED OF BLANCHE**



NOT TO SCALE

BOUNDARY OF BLUE LAKE COUNTRY LANDS WATER
DISTRICT AND MOUNT GAMBIER WATER DISTRICT
PREVIOUSLY PROCLAIMED SHOWN - - - -

LAND TO BE REMOVED FROM BLUE LAKE COUNTRY
LANDS WATER DISTRICT AND ADDED TO MOUNT
GAMBIER WATER DISTRICT SHOWN [stippled pattern]

PCT

Dated 31 October 2000.

Signed for and on behalf of the South Australian Water Corporation by a person duly authorised so to do:

N. K. T. WHITE, General Manager Retail

In the presence of: P. M. RUCIOCH, Rates Officer

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Documents should be sent as attachments in Word format.

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Fax transmission: (08) 8207 1040
Enquiries: (08) 8207 1045

CITY OF CHARLES STURT

Community Land Exclusion

NOTICE is hereby given pursuant to section 34 of the Local Government (Implementation) Act 1999, that council at its meeting held on 26 June 2000, resolved to exclude from classification as community land the property located at 55 Botting Street, Albert Park and contained within allotment 93, filed plan 118175, Hundred of Yatala, certificate of title volume 5528, folio 109.

S. LAW, Chief Executive

CITY OF MITCHAM

Renaming of Public Road

NOTICE is hereby given that the City of Mitcham at its meeting held on 24 October 2000, resolved pursuant to section 219 of the Local Government Act 1999, to change the name of that portion of Ayliffes Road east of the intersection with Redgum Drive to Quinton Court, and the northern portion of Thiselton Crescent, from its intersection with Fiveash Drive, to become the continuation of Barcroft Street.

R. MALCOLM, Chief Executive Officer

CITY OF ONKAPARINGA

By-law No. 1—Local Government Land

TO manage the control and use of streets roads public places parklands reserves and other land under the control of the council.

Definitions

1. In this by-law:

- (1) 'Local Government Land' means all local government land as defined in the Local Government Act 1999 (except roads), that is owned by the council or under the council's care, control or management;
- (2) 'building' includes any structure of any kind whether for human habitation or not;
- (3) 'firearm' means any gun or device including an airgun, speargun or slingshot from or by which any kind of shot, bullet or missile can be discharged;
- (4) 'waste' includes soil, stone, rubble, animal, mineral or vegetable matter and other debris, waste and refuse of any kind;
- (5) 'offensive' includes threatening, abusive, insulting or annoying behaviour;
- (6) a 'vehicle' includes:
 - (a) a motor vehicle, trailer and tram;
 - (b) a bicycle;
 - (c) an animal-drawn vehicle; and an animal that is being ridden or drawing a vehicle;
 - (d) a combination; and
 - (e) a motorised wheelchair that can travel at over 10 km/h (on level ground);
 but does not include another kind of wheelchair, a train, or a wheeled recreational device or wheeled toy;
- (7) 'object' includes any sign, placard, advertisement, box, article or thing.

Prohibited Activities

2. No person shall, on Local Government Land:

- (1) (a) damage, injure, deface or interfere with, or climb over or upon any buildings, rotundas, fountains, water standards, pavilions, structures, statues, urinals, sanitary convenience, seats, tree guards, tree stakes, lamp posts, notice boards, fences or any property of the council whatsoever;

- (b) throw, cast, place, deposit or leave any rubbish, dirt or refuse of any kind whatsoever except in a garbage container provided for that purpose;
- (c) enter or use any public or sanitary convenience or urinal set apart for a person of the opposite sex.

Sandboarding

- (2) unless in an area specifically designated by council for such activity, undertake sandboarding;

Smoking

- (3) in any building thereon smoke tobacco or any other substance in any room toilet hallway stage annexe foyer or other place or part thereof where the council has caused signs to be erected indicating that smoking is prohibited;

Use of equipment

- (4) use any item of equipment or property belonging to the council other than in the manner and for the purpose for which it was designed or set aside;

Annoyances

- (5) annoy or unreasonably interfere with any other person's use of the land by making a noise or creating a disturbance that has not been authorised by the council;

Directions

- (6) fail to comply with any reasonable direction or request from an officer of the council relating to:
 - (a) that person's use of the land;
 - (b) that person's conduct and behaviour on the land;
 - (c) that person's safety on the land; or
 - (d) the safety and enjoyment of the land by other persons;

Closed lands

- (7) no person shall enter or remain on any part of Local Government Land:
 - (a) at any time during which the council has declared that the part shall be closed to the public, and which is indicated by a sign adjacent to the entrance to that part; or
 - (b) where the land is enclosed with fences and/or walls, and gates, at any time when the gates have been closed and locked;

Dangerous fences

- (8) (a) no person shall erect any fence abutting Local Government Land, which presents a danger to users of the Local Government Land;
- (b) the council may serve notice in writing on the owner or occupier of any land in any township in the area on which there exists a fence which the council considers is dangerous abutting any Local Government Land, requiring that person to take such measures as the council thinks fit to make the fence safe;

Obstructions

- (9) (a) no person shall unlawfully obstruct paths or roads on Local Government Land by leaving an object thereon so that the public is hindered in the free and proper use thereof for longer than is necessary;
- (b) no person shall unlawfully obstruct any footway or any door entrance, stairway or aisle in any building or any gate on Local Government Land;

Removal

- (c) if any object is obstructing any footway or roadway and has not been licensed or otherwise authorised by the council or has other lawful authority to be in that place on any such footway or roadway, then any authorised person may remove such object;

Ownership enquiries

- (d) upon such removal the council shall make enquiries to ascertain the owner of the object;

Notice to owner

- (e) if the council can ascertain the owner, notice in writing shall be given to that person:
- (i) advising that the object was removed from the footway or roadway because it was causing an obstruction; and
 - (ii) inviting that person to collect the object from the council;

Costs

- (f) the owner shall not collect the object until the costs of the council in removing the same have been paid;

Disposal

- (g) if the object has not been collected within three months from the date of removal, or four weeks from the date of service of the notice in subparagraph (4) hereof, the council may dispose of the same in any manner it thinks fit;

Liability

- (h) the council shall not be liable for any loss caused by exercising its power under this paragraph.

Activities Requiring Permission

3. No person shall without permission on any Local Government Land:

Trading Goods

- (1) sell, offer or expose for sale any goods, merchandise, commodity, article or thing;

Distribution

- (2) give out or distribute to any bystander or passerby any handbill book notice or other printed matter;

Amplification

- (3) use an amplifier or other device whether mechanical or electrical for the purpose of amplifying sound;

Grazing

- (4) allow any animal to graze;

Horses

- (5) ride, lead or drive a horse except on a road, shoulder of a road or road related area, or where the council has set aside a track or other area for use by or in connection with horses;

Dead Animals

- (6) discard any dead animal, fish or bird or any offensive material thereon;

Depositing or Removing soil

- (7) disturb, deposit, relocate carry away or remove any soil, sand, timber, stones, pebbles or any part of the land or other matter (unless the land is a reserve and the taking of that item is permitted by the purpose for which that land has been reserved);

Clearing or Depositing Vegetation

- (8) (a) clear, remove or deposit any vegetation;
(b) injure, cut, break, deface, pull up, remove or destroy any vegetation;

Picking Fruit

- (9) pick fruit, nuts, seeds or berries from any trees or bushes thereon;

Games

- (10) promote, organise or participate in any game recreation or amusement which may cause or be likely to cause injury or discomfort to any person being on or in the vicinity of that land, other than a participant in the game recreation or amusement;

Golf

- (11) except on a properly constructed golf course, play or practice golf;

Gates to buffer reserves

- (12) where Local Government Land has been set aside as a reserve for the purpose of providing a buffer between private property and Local Government Land, erect, construct or maintain a gate in any fence abutting or contiguous to the boundary between the reserve and private property;

Vehicles on Local Government Land

- (13) (a) drive or propel a motor vehicle thereon, unless on an area or road constructed or set aside by the council for the parking or travelling of motor vehicles;
- (b) except on a properly constructed area for the purpose, promote, organise or take part in any race, test or trial of any kind in which motor vehicles, motor cycles, motor scooters or bicycles take part;
 - (c) ride a bicycle other than on a formed path or an area approved by council for riding of bicycles;
 - (d) drive or propel a motor vehicle on any part thereof without payment of the fee for the entry of motor vehicles to that part, where the council has authorised a fee to be charged for that purpose;
 - (e) to which this subparagraph applies drive or propel a motor vehicle thereon at a speed in excess of 10 km/h;
 - (f) to which this subparagraph applies drive or propel a motor vehicle thereon at a speed in excess of 15 km/h;
 - (g) to which this subparagraph applies drive or propel a motor vehicle thereon at a speed in excess of 20 km/h;
 - (h) to which this subparagraph applies drive or propel a motor vehicle thereon at a speed in excess of 30 km/h;
 - (i) to which this subparagraph applies drive or propel a motor vehicle thereon at a speed in excess of 40 km/h;

Camping and Tents

- (14) (a) erect any tent, booth, marquee or other structure (except the council or the Government);
(b) camp or stay overnight;

Attachments to Trees etc.

- (15) attach, hang or fix any sign, rug, blanket, sheet, rope or other material to any tree, shrub, plant, tree guard, tree stake, notice board, seat, fence, post, wall, or other item or structure which is the property of the council;

Fires

- (16) subject to any relevant Act, light or maintain a fire except in places set aside for that purpose by the council with the exception of a gas stove, gas barbecue or gas light;

Firearms and Missiles

- (17) shoot or discharge any firearm, or throw or discharge any stone or other missile;

Fireworks

- (18) discharge any fireworks;

Miscellaneous

- (19) (a) erect or display any sign, hoarding or notice;
(b) use any building or structure for any purpose other than the intended purpose;
(c) busk, preach, harangue, or engage in public speaking;
(d) conduct or hold any concert, festival, circus, show, public gathering, meeting, performance or any similar activity;
(e) operate or fly any motor propelled aeroplane;

- (f) charge admission or seek payment for entering;
- (g) ask for donations of money or anything;
- (h) use or occupy it in such a way as to damage the surface or be inconsistent with the purpose for which the surface was made, grown or constructed which purpose may be indicated on an authorised sign.

General

4. Obey Signs

- (1) the driver of any vehicle shall obey the indications given by any sign lawfully erected for regulating the movement of traffic or indicating the direction or route to be followed by traffic on any Local Government Land;

Compliance with notices

- (2) any person on whom a notice is served hereunder shall comply with it;

Council may do work

- (3) if the notice is not complied with the council may cause the measures required by the notice to be performed, and may recover the cost of so doing from the person to whom the notice was directed;

Council employees, Authorised Officers and Exempt Vehicles

- (4) (a) the restrictions in this by-law do not apply to any council officer or employee acting in course and within the scope of that person's normal duties;
- (b) drivers of exempt vehicles and vehicles used by an officer or employee of the council in the course of normal duties are exempt from the operation of paragraphs 3 (13) and 4 (2) of this by-law;

Application of paragraphs

- (5) any of subparagraphs 3 (13) (e), 3 (13) (f), 3 (13) (g), 3 (13) (h), 3 (13) (i) of this by-law shall apply only in such portion or portions of the area as the council may by resolution direct (pursuant to the Local Government Act 1999, or any enactment in substitution therefore).

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 2—Roads

TO manage the control and use of roads within council boundaries.

Definitions

1. In this by-law:

- (1) 'road' has the same meaning as in the Local Government Act 1999.

Prohibited Activities

2. (1) Public conveniences

no person shall, on any road, enter or use any public or sanitary convenience or urinal set apart for a person of the opposite sex;

(2) Obstructions

- (a) no person shall unlawfully obstruct a path or road by leaving an object thereon so that the public is hindered in the free and proper use thereof for longer than is necessary;
- (b) no person shall obstruct any footway or any door entrance, stairway or aisle, any building, gate or stile on a road.

Activities Requiring Permission

3. No person shall without permission on any road:

- (1) broadcast any announcement or advertisement, whether for religious, charitable, business or other purposes;
- (2) use an amplifier or other device whether mechanical or electrical for the purpose of amplifying sound in connection with the broadcasting of an announcement or advertisement;
- (3) conduct any public exhibition or display;
- (4) ask for donations of money or anything; or
- (5) sing or play a musical instrument;
- (6) undertake any motor vehicle maintenance or repairs;
- (7) post any bill, advertisement or notice, whether on a building or structure or otherwise.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 3—Domestic Waste

TO regulate the management of Domestic Waste containers owned by the council.

Definitions

1. In this by-law:

- (1) 'Approved Persons' includes persons employed by council or who are contracted or permitted by council to remove Domestic Waste.
- (2) 'Domestic Waste' includes all waste products from any premises but excludes commercial, industrial, building or trade waste, or any waste resulting from the processes of a business; liquid petroleum gas containers; pressure vessels, other than consumable spray packs; liquids, including but not limited to petroleum or synthetic oil, paints, solvent poisons; building rubble, concrete, bricks, other building material, rocks or soil; uncontained ash or dust; ammunition explosives or hazardous materials; lead acid batteries; tyres; animal faeces; smoke detectors; unbundled vegetation; asbestos; paint containers. Domestic Waste shall also include other products if and when council makes special arrangements for the collection of such materials.
- (3) 'Domestic Waste collection' means the collection of domestic waste on days and times as approved by council and shall include special collections of defined materials on days and at times and from areas specified by council details of which may be published in a paper circulating in the area.
- (4) 'Domestic Waste container' means a domestic waste bin owned by the council issued to an occupier in connection with Domestic Waste collection.
- (5) 'Occupier' means any person whom either jointly or alone has actual physical possession of any land used for residential purposes to the substantial exclusion of all other persons from participating in the enjoyment thereof.

Obligations of Occupiers

2. Every occupier of premises shall:

- (1) maintain all domestic waste containers on those premises in good repair and in a clean watertight and sanitary condition;
- (2) cause all domestic waste containers on those premises to be continuously covered or sealed except when domestic waste is placed therein or removed therefrom;
- (3) ensure that any domestic waste container is not overloaded;
- (4) in respect of the collection of domestic waste from premises (not being premises for which a specific domestic waste storage area has been provided):
 - (a) on the day of or evening before the appointed time for collection place the domestic waste container

which needs emptying in an appropriate area or other area approved by council, noting:

- (i) the area must be level, adjacent to the premises and part of the footway;
- (ii) the domestic waste container must be placed as close as practicable to the crossing place and the kerb or road edge and allow access by approved persons;
- (iii) the domestic waste container must not obstruct pedestrian access to the footway;
- (iv) no domestic waste shall be left outside of the domestic waste container;
- (b) on the same day that the domestic waste has been collected and as soon as practicable after that collection, return the domestic waste container to the premises;
- (5) cause every domestic waste container on or about the premises to be stored in such a manner as to be concealed from any street or road adjacent to those premises.

Provision of Domestic Waste Containers

3. Where council provides domestic waste container(s) to any premises the occupier of those premises shall:

- (1) immediately advise council when any domestic waste container becomes damaged or:
 - (a) it is not water tight or robust;
 - (b) it is unable to be efficiently moved;
 - (c) the lid does not seal the container;
 - (d) its efficiency or use is otherwise impaired;
- (2) be responsible for the safe keeping of same and shall be liable for the repairs thereto or in the event of irreparable damage for the replacement thereof at his or her cost where in the opinion of council the damage necessitating the repair or replacement was caused by the occupier's misuse of the container or the occupier's carelessness or negligence;
- (3) on vacating those premises leave all domestic waste containers on those premises in a clean and sanitary condition and in a safe place.

Unlawful Removal of Domestic Waste

4. No person shall unless expressly authorised by council to do so take, remove, carry away or disperse any domestic waste from Domestic Waste containers as defined.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 4—Bridges and Jetties

TO regulate activities on the jetty at Port Noarlunga and on bridges.

Definition

1. In this by-law:

- (1) 'jetty' means the jetty at Port Noarlunga and the Marine Harbours Reserve being if applicable, any buildings, fixtures, improvements, other structures, fittings, plants, equipment, machinery, chattels or other property of whatsoever nature and any alterations or additions made to any such item from time to time leased to the council by the Minister for Transport and Urban Planning.

Prohibited Activities

2. No person shall:

- (1) fish from D. V. Fleming, Saltfleet Street and Patapinda Road Bridges;
- (2) dive or jump into or otherwise enter any river from any bridge;
- (3) leave or deposit on any bridge any waste or obstruction of any description whatsoever.

Activities Requiring Permission

3. (1) No person shall without permission:

- (a) exhibit any placards or advertisements on the jetty;
- (b) moor any vessel at the jetty;
- (c) take onto the jetty any motor vehicle (other than a motorised wheelchair);
- (d) dive or jump from the jetty;
- (e) leave or deposit on the jetty any waste or obstruction of any description whatsoever;
- (f) preach, busk, sing, play any musical instrument, mime or entertain other persons on the jetty;
- (g) allow any animals to be brought or stray onto or remain on the jetty;
- (h) ride a bicycle or a small-wheeled device (e.g. roller blades, skateboards) on the jetty.

(2) No person shall conduct any noxious, noisome, offensive, riotous, disorderly, improper or illegal act, trade, business, occupation, calling, action, conduct or other activity on the jetty which may be an annoyance, nuisance, grievance or cause damage to or interfere with the enjoyment of any other persons.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 5—Moveable Signs

TO regulate and control the placement of and to set standards for moveable signs on roads for the purpose of public safety and amenity.

Definitions

1. In this by-law:

- (1) 'business' means the business to which a moveable sign relates;
- (2) 'footpath' means the part of a road between the property boundary of the road and the edge of the carriageway on the same side as that boundary;
- (3) 'moveable sign' has the same meaning attributed to that term in section 4 of the Local Government Act 1999;
- (4) 'pole' includes any pole, post, bollard, garden planter or bench whether resting on or fixed in place on a road or footpath;
- (5) 'premises' means the premises from which a business is conducted;
- (6) 'reserve' means any reserve, lawn or garden area forming part of a road or footpath;
- (7) 'road' means public streets and public roads.

Construction

2. A moveable sign displayed on a road or footpath:

- (1) Shall be of a kind known as an 'A' Frame or Sandwich Board sign, or 'inverted "T"' sign.

- (2) Shall:
- (a) be constructed of durable material so as to withstand adverse weather conditions;
 - (b) be constructed and maintained in good quality and condition;
 - (c) be stable when in position;
 - (d) be of strong construction with no sharp or jagged edges or corners.
- (3) Shall not:
- (a) exceed 900 mm in height and 600 mm in width;
 - (b) by its construction, present any hazard to the public;
 - (c) be painted with iridescent colours or be unsightly or offensive in appearance, or intent;
 - (d) include a part which is capable of rotating or moving;
 - (e) be internally illuminated or contain flashing lights.
- (4) Additionally in the case of an 'A' Frame or Sandwich Board sign:
- (a) shall be hinged or joined at the top;
 - (b) shall be of such construction that its sides shall contain no struts or members that run between the display area and the base of the sign.
- (5) Additionally in the case of an 'inverted "T"' sign, shall contain no struts or members that run between the display area and the base of the sign.

Position of Signs

3. A moveable sign, its supporting structure and any attachments shall not be positioned on a road:

- (1) other than on the footpath;
- (2) on a footpath that is of less width than 2.5 m;
- (3) in such position or in such circumstances that the safety of any user of the road is at risk;
- (4) closer to the edge of the carriageway or any other object than 500 mm;
- (5) within 6 m of the intersection or junction of two or more roads;
- (6) within 1 m of an entrance to premises adjacent thereto;
- (7) unless it is:
 - (a) directly in front of the premises to which it relates;
 - (b) within the projections of the side boundaries of the premises to which it relates;
- (8) on the sealed part of any footpath if there is any unsealed part on which the sign can be placed.

Restrictions

4. (1) A moveable sign shall not be placed on a road:
- (a) unless it only displays material which advertises a business being conducted on premises adjacent to the sign, or the products available from that premises but no brand names of products shall be displayed unless the name of the business is also displayed on the sign;
 - (b) if another moveable sign which relates to the same business is already displayed;
 - (c) unless the business to which it relates is open to the public during the time it is displayed.
- (2) In such a position or in such circumstances that the safety of any user of that road is at risk.
- (3) During the hours of darkness unless it is clearly lit, in accordance with relevant standard and where external lighting is required to adequately light a moveable sign, such lighting shall be placed so as not to create a nuisance or hazard to pedestrian or vehicular traffic.
- (4) If it is in any way fixed or attached to any building structure, tree or pole.

(5) No person shall place or cause to be placed a moveable sign on any recreation reserve or playground.

Appearance

5. A moveable sign displayed on a road shall:

- (1) be painted or otherwise detailed in a competent and professional manner;
- (2) be attractive, legible and simply worded to convey a precise message;
- (3) be of such design and contain such colours which are compatible with the architectural design of the premises adjacent to the sign, and which relate well to the townscape and overall amenity of the locality in which it is situated;
- (4) not have balloons, flags, streamers or other objects attached to it;
- (5) not in the reasonable opinion of the council be unsightly or offensive in appearance or intent;
- (6) be maintained at all times in good order and condition.

Exemptions

6. (1) Paragraphs 3 (7), 4 (1) (a) do not apply to any of the following moveable signs:

- (a) a sign designed to direct people to an open inspection of any land or building that is available for purchase or lease;
- (b) an unsupported rectangular frame designed and used to contain newspaper, magazine or journal headlines or banners;
- (c) a sign designed to direct people to a charitable function;
- (d) one used with permission from an Authorised Officer of council,

provided it is not placed on a median strip, or on the carriageway of a road, or on any traffic control device.

(2) Paragraph 4 (1) (a) does not apply to a flat sign the message of which only contains newspaper headlines and the name of the newspaper.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 6—Boat Ramp

TO regulate the use of the Boat Ramp and surrounding lands at O'Sullivan Beach which are used for access to the Boat Ramp and which are under the control of the council.

Definitions

1. In this by-law:

- (1) 'Authorised Person' includes the managers and staff of the O'Sullivan Beach kiosk from time to time.
- (2) 'Boat Ramp' means a facility constructed, maintained and operated for the launching and retrieval of small craft and located at O'Sullivan Beach.
- (3) 'Officer' means any council officer, police officer or authorised person.
- (4) 'Vehicle' includes trailer and means every sort of moving contrivance used for the carrying and transporting of persons or things.

Fees

- 2. (a) Council from time to time shall prescribe a fee for use of the Boat Ramp.
- (b) No person shall use the Boat Ramp without paying the fee either before or after each use of the Boat Ramp.
- (c) The fee is payable at the O'Sullivan Beach Kiosk.
- (d) Council may grant exemptions to the payment of the fee to organisations involved in search and rescue at sea.

- (e) Council may erect signs or notices which indicate the fee and the place where it is to be paid.
- (f) A receipt in a format prescribed by the council shall be issued for payment of the fee and if the fee is paid prior to the use of the Boat Ramp the receipt shall be displayed on the dashboard of the vehicle for it to be checked by an officer.
- (g) An officer may affix an account to pay on any vehicle, which does not display a valid receipt.

Offence

3. Any person who fails to pay the fee commits an offence.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 7—Permits and Penalties

TO provide for a permit system and continuing penalties in council by-laws and to clarify the construction of such by-laws.

Permits

1. (1) In any by-law of the council unless the contrary intention is clearly indicated, the word 'permission' means the permission of the council given in writing.

(2) The council may attach such conditions to a grant of permission as it thinks fit, and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

(3) Any permit holder shall comply with every such condition.

Penalties

2. (1) Any person who commits an offence against or is in breach of any by-law shall be liable to a penalty not exceeding \$750.

(2) Any person who attempts to commit any act which is an offence against or in breach of any by-law shall be guilty of an offence, which shall be dealt with as if the offence or breach itself had been committed.

Construction

3. Every by-law of the council shall be subject to any Act of Parliament and Regulations made thereunder.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 10—STED Schemes

TO regulate the management of pipes and infrastructure installed and controlled by the council for the purpose of conveying and treating septic tank effluent so as to provide protection from overload, blockage or damage from unauthorised depositing of foreign matter.

Definition

1. In this by-law:

- (1) 'Foreign matter' includes the following:
 - (a) any stormwater, including roof and rainwater tank overflow and surface drainage waters;
 - (b) any discharge from a spa bath/spa pool in excess of 880 litres capacity;
 - (c) any disposable napkin, sanitary napkin, tampon, clothing or plastic sheeting;
 - (d) any trade waste;
 - (e) any petrol or other flammable or explosive substance whether solid, liquid or gaseous;

- (f) any concentrated quantities of pesticide, insecticide, disinfectant or deodorant, antiseptic or germicide powder or fluid unless specifically stated by council to be suitable for use in a septic tank;
- (g) any animal matter, offal, greases, fat, oil (including motor oil);
- (h) any ashes, rubbish, domestic waste, rock, silt, mud, gravel or the like;
- (i) any other matter of substance, which council considers, may prove injurious to any part of the Septic Tank Effluent Disposal Scheme or injurious to or any person legally engaged in the operation and maintenance of the Scheme.

- (2) 'Septic Tank Effluent Disposal Scheme' means a network of pipes and infrastructure installed and controlled by the council for the purpose of conveying and treating septic tank effluent.

Activities Requiring Permission

2. No person shall without permission of the council allow, cause or place discharge, flow, drainage or placement of any foreign matter by any means whatsoever, into a Septic Tank Effluent Disposal Scheme.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

CITY OF ONKAPARINGA

By-law No. 11—Beach and Foreshore

TO regulate activities on the beach and foreshore.

Definitions

1. In this by-law unless the context otherwise requires, the expressions used shall have the same meaning as in the Local Government Act 1999, or any amendment or re-enactment thereof and in particular the expressions hereunder shall have the following meanings:

- (1) 'Foreshore' includes any foreshore, sand dunes and reserves adjacent to such foreshore under the care control and management of the council together with boat ramps, pedestrian ramps, steps and other entrances or means of access thereto. Specifically, the area between the low water mark on the seashore and the nearest boundary of:
 - (i) a road;
 - (ii) a section;
 - (iii) a public reserve; or
 - (iv) land comprised in a land grant, Crown Land or Crown Licence.
- (2) 'Authorised Officer' is a person appointed by council as such.
- (3) 'Open public water' includes any river, creek, stream, sea or any other open public water in or abutting the council area.
- (4) 'Horse' includes pony, mule and donkey.
- (5) A 'Vehicle' includes:
 - (a) a motor vehicle, trailer and tram;
 - (b) a bicycle;
 - (c) an animal-drawn vehicle, and an animal that is being ridden or drawing a vehicle;
 - (d) a combination; and
 - (e) a motorised wheelchair that can travel at over 10 km/h (on level ground),
 but does not include another kind of wheelchair, a train, or a wheeled recreational device or wheeled toy.
- (6) 'Hard ball' means any ball except one inflated with air or one entirely composed of spongy rubber.

Prohibited Activities

2. (1) No person shall on the foreshore:

- (a) use any dressing shed or enclosure for other than the purpose of changing into or from bathing garments, or remain therein for longer than is necessary to effect such purpose;
- (b) loiter on land under the care, control and management of the council near any bathing house or near public urinal, water closet, privy or like convenience reserved for the use of the opposite sex;
- (c) being a male over the age of 5 years enter or remain in a dressing shed or enclosure set apart for females or being a female over the age of 5 years enter or remain in a dressing shed or enclosure set apart for males;
- (d) damage, destroy or remove any building structure or notice board;
- (e) leave any tin, can, rubbish, paper, waste, plastic, glass, bottle, offal, filth or any other thing;
- (f) break and leave any broken glass;
- (g) at the request of any Authorised Officer fail to forthwith remove any vehicle goods or materials under that person's control where in the opinion of the Authorised Officer the vehicle, goods or materials cause inconvenience or danger to the public;
- (h) being aged 5 years or over remain on the beach or in any open public water unless properly clad in a bathing costume or other garment of such character and material and state of repair as necessary to secure the observance of public decency;
- (i) damage, disfigure, write, paste or affix any advertisement on or to any building or structure;
- (j) make or excavate any dug-out cave or other aperture in any cliff or occupy any dug-out cave aperture whether naturally formed or artificially created;
- (k) jump, dive, propel or throw any person(s), body or object from any structure, ledge or cliff face in any open public water or conduct himself in such manner, that may annoy, interfere or cause any inconvenience or endanger the public;
- (l) having the care or control of any animal, horse, vehicle, goods or chattels, use or occupy the foreshore with such animal, horse, vehicle, goods or chattels to inconvenience or endanger the public;
- (m) sandboard, except in an area specifically set aside for that purpose.

Clad and Unclad Bathing

- (2) That portion of the foreshore comprised in Allotment 2 of DP 40554, Hundred of Willunga, County of Adelaide shall be reserved for the purpose of clad and unclad bathing and all persons using this portion of the foreshore shall be exempt from paragraphs 2 (1) (h) of this by-law. The unclad bathing area is restricted to the area of beach on the foreshore between the cliff face and the low water mark. Unclad bathing and associated activities is prohibited in the upper foreshore, reserve, gullies and adjoining car parks.

Horses

(3) No person shall:

- (a) ride, take or allow any horse onto or remain on the foreshore or to bathe in any open public water except between the hours of midnight and 9a.m. (October-April inc.) and then only in such areas of the foreshore or open public water as council may by resolution direct;
- (b) allow any horse to stray onto or remain unsupervised or uncontrolled on the foreshore or cause inconvenience or danger to the public;
- (c) allow any horse to bathe unsupervised or uncontrolled in any open public water;
- (d) allow permit or suffer any horse to enter or leave the foreshore other than by the access ramps so

provided for that purpose and under the care and control of the council.

Activities Requiring Permission

3. (1) No person shall on the foreshore without permission:

- (a) hire, sell, offer or expose for hire or sale any commodity, article or service;
- (b) light and/or maintain any fire except in portable gas fire ovens and barbecues;
- (c) camp or stay overnight;
- (d) deposit any soil, clay, stone, gravel or other matter;
- (e) erect or display any sign, hoarding or notice;
- (f) use any building or structure for any purpose other than the intended purpose;
- (g) busk, preach, harangue or engage in public speaking;
- (h) give out or distribute any handbill, book, notice or any printed matter;
- (i) conduct or hold any event, concert, festival, show, public gathering, meeting, performance or any similar activity;
- (j) operate or fly any motor propelled aeroplane;
- (k) charge admission or seek payment for entering;
- (l) ask for donations of money or any other thing;
- (m) promote, organise or take part in any game or activity, which involves hitting, kicking or throwing a hard ball or object;
- (n) remove clear or destroy any sand, seaweed, soil, rocks, minerals or vegetation.

Vehicles

(2) (a) No person shall without permission drive or propel any vehicle:

- (i) onto or from the foreshore other than by a ramp or thoroughfare constructed or provided by the council for that purpose;
 - (ii) on such ramp or thoroughfare at a speed greater than 10 km/h;
 - (iii) on the foreshore at a speed greater than 25 km/h or in a manner so as to endanger or inconvenience any other person;
 - (iv) on the foreshore during the hours of 12 p.m. in the evening and 5.30 a.m. on the following day;
 - (v) onto the foreshore unless such person has paid upon demand to any Council Officer or Persons/Group authorised by council, the prescribed fee for the use of such ramp or thoroughfare which sum shall be payable for each day the person wishes to take any vehicle onto the foreshore;
 - (vi) over or along any sand dunes.
- (b) No person shall, without the authority of the council, drive, ride or take any vehicle (other than a bicycle, tricycle or horse) on, across, over or along those parts of the foreshore as described hereunder in subclause (i), (ii), (iii), (iv) and (v) when such parts have been designated by council with the erection of a sign, flags or by other means:
- (i) that part south of a point at a line drawn in a straight westerly direction to the sea from the intersection of the northern side of Robert Street and the Esplanade at Sellicks Beach to the Council Boundary south of such line, Sellicks Beach (Cactus Canyon);
 - (ii) that part north of a point at a line in a straight westerly direction to the sea at a distance of 200 m south of the southern side of Button Road at Sellicks Beach to a point at a line similarly drawn at a distance of 200 m north of the northern side of Button Road at Aldinga Beach;
 - (iii) that part north of a point at a line drawn in a straight westerly direction to the sea from the intersection of the northern side of Norman

Road and the Esplanade at Aldinga Beach to a point at a line similarly drawn from the intersection of the southern side of Wattle Avenue and the Esplanade at Aldinga Beach;

- (iv) that part north of a point at a line drawn in a straight westerly direction to the sea from the intersection of the northern side of Ocean Street and the Esplanade at Aldinga Beach to a point at a line drawn in a straight westerly direction to the sea from the northern side of Macquarie Street, Moana;
- (v) that part north of a point at a line drawn in a straight westerly direction to the sea from the intersection of the northern side of Nashwauk Crescent and the Esplanade at Moana Beach to the northern council boundary adjoining the southern suburbs of Hallett Cove as defined in the *Government Gazette* of 13 June 1999, page 2918.
- (c) Any person launching and retrieving a boat, yacht or seagoing craft shall use a ramp or thoroughfare constructed or provided for such purpose and shall do so in a manner so as not to cause inconvenience or danger to the public and at a speed not in excess of 10 km/h.
- (d) Any person using a vehicle for the purpose of launching or retrieval of any boat, yacht or seagoing craft, unless otherwise authorised by the City Manager, his delegate or an authorised person, is restricted to using such vehicle to the following areas:
 - (i) that area of foreshore south of a point at a line drawn in a straight westerly direction to the sea from the intersection of the southern side of Sellicks Beach Road and the Esplanade to a point at a line similarly drawn from the intersection of the northern side of Robert Street and the Esplanade at Sellicks Beach;
 - (ii) that area of foreshore north of a point at a line drawn in a straight westerly direction to the sea from the intersection of the northern side of Morgan Street and the Esplanade and south of a point at a line drawn in a straight westerly direction to the sea from the intersection of the northern side Ocean Street and the Esplanade at Aldinga Beach;
 - (iii) that area of foreshore south of a point at a line drawn in a straight westerly direction to the sea from the southern side of Nashwauk Crescent, to a point at a line drawn in a westerly direction to the sea from the northern side of Macquarie Street, Moana;
 - (iv) that area of foreshore, 100 m north and south of a point in a line drawn in a straight westerly direction to the sea from the centre line of the access ramp, located at Saltfleet Street and the Esplanade, Port Noarlunga (known as the Port Noarlunga Jetty Boat Ramp);
 - (v) that area of foreshore, 100 m north and south of a point in a line drawn in a straight westerly direction to the sea from the centre line of the access ramp, located opposite the Christies Sailing Club Incorporated, The Esplanade, Christies Beach.

- (vi) that area of foreshore located at the end of Marine Drive, O'Sullivan Beach. Designated and defined in council's by-law as the O'Sullivan Beach Boat Ramp launching facility.

General

4. (1) An Authorised Officer may remove any person from any foreshore or open public water who is found committing a breach of the by-law.

(2) In any case where the council shall be granted permission to any person to use or occupy the foreshore it shall be implied in such permission that no compensation shall be paid by the Council in the event of the permission being revoked or otherwise becoming of no effect.

(3) This by-law shall not apply to any authorised officer or employee of the council whilst carrying out or exercising his or her duties.

This by-law is effective from 9 March 2001.

Dated 9 November 2000.

J. S. TATE, City Manager

TOWN OF GAWLER

Exclusion of Community Land Classification

NOTICE is hereby given that in exercise of its powers pursuant to section 193 (4) of the Local Government Act 1999, the council of the Corporation of the Town of Gawler at its meeting held on 24 October 2000, resolved that, the land comprised in allotments 1, 2 and 6 in deposited plan 54834 be excluded from the community land classification.

J. MCEACHEN, Town Manager

ALEXANDRINA COUNCIL

Periodical Review of Ward Boundaries and Elector Representation

NOTICE is hereby given that Alexandrina Council is required to carry out a review of elector representation and ward boundaries in accordance with section 12 (5) of the Local Government Act 1999.

The purpose of the periodical review is to determine the adequacy of the composition of council and wards including:

- Composition of council in respect to the number of elected members.
- Whether the area should have wards or no wards (i.e. members are elected for the whole of the council area).

Any person wishing to make a written submission in respect to the periodical review should address the correspondence to the Chief Executive Officer, Alexandrina Council, P.O. Box 21, Goolwa, S.A. 5214. Submissions close on Friday, 22 December 2000.

Any person making a written submission will have an opportunity to appear personally (or by representative) before council (or a committee of council) to be heard on those submissions.

Information in relation to current ward structures and composition are available from the Goolwa and Strathalbyn offices of the Alexandrina Council.

J. L. COOMBE, Chief Executive Officer

LIGHT REGIONAL COUNCIL

Change of Meeting Date

NOTICE is hereby given that the ordinary council meeting for December will be held on Tuesday, 12 December 2000, in lieu of Tuesday, 19 December 2000, in the Council Chambers, 12 Hanson Street, Freeling.

P. J. BEARE, Chief Executive Officer

DISTRICT COUNCIL OF LE HUNTE

Erratum

IN *Government Gazette* of 7 September 2000, page 1774, the second paragraph contained an error. The correct wording is printed herewith:

Notice is hereby given that the District Council of Le Hunte in accordance with section 167 to the Local Government Act 1999, at a meeting held on 21 August 2000, adopted for rating purposes for the year ending 30 June 2001, the Valuer-General's valuation of the site valuation in relation to the area of Council which is not referred to above.

[*]

DISTRICT COUNCIL OF LOXTON WAIKERIE

ROADS (OPENING AND CLOSING) ACT 1991

*Between Sections 40 and 41 and sections 175 and 176,
Hundred of Markaranka*

NOTICE is hereby given that pursuant to section 10 of the Roads (Opening and Closing) Act 1991, the District Council of Loxton Waikerie hereby gives notice of its intent to make a Road Process Order to close portion of road marked 'A' and 'B' as delineated on Preliminary Plan No. PP 32/0610. The closed road marked 'A' is to be transferred to R. B. Smith and merged with section 40, Hundred of Markaranka. The closed road marked 'B' is to be transferred to J. L. Smith and merged with section 175, Hundred of Markaranka.

A copy of the preliminary plan and statement of persons affected are available for public inspection at the council office, Strangman Road, Waikerie or the Adelaide office of the Surveyor-General during normal office hours.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons.

The application for easement or objection must be made in writing to the Council, P.O. Box 409, Loxton, S.A. 5333, within 28 days of this notice and a copy must be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001. Where a submission is made, the council will give notification of a meeting at which the matter will be considered.

T. L. BURGEMEISTER, District Manager

DISTRICT COUNCIL OF RENMARK PARINGA

Temporary Road Closure

NOTICE is hereby given that pursuant to section 359 of the Local Government Act 1934, as amended, approval has been granted by the Renmark Paringa District Council at the general council meeting held on 24 October 2000 for the temporary road closure of Murray Avenue between Pyap and Para Streets on 29 November 2000 between the hours of 5 p.m. and 7.30 p.m. inclusive for the purpose of the high school prom.

DR ALI KHAN, Chief Executive Officer

DISTRICT COUNCIL OF RENMARK PARINGA

Change of Meeting Date

NOTICE is hereby given that at a special council meeting held on 31 October 2000, it was resolved that the general council meeting scheduled for Tuesday, 28 November 2000, will be held on Wednesday, 29 November 2000, at 7.30 p.m. at the Council Chambers, Ral Ral Avenue, Renmark.

DR ALI KHAN, Chief Executive Officer

WAKEFIELD REGIONAL COUNCIL

Appointment

NOTICE is hereby given that at a meeting held on 11 October 2000, council appointed Peter Ronald Buttery to the position of Fire Prevention Officer, pursuant to section 34 of the Country Fire Act 1989. The previous appointment of Graham Hurtle Sheehy to this position is revoked.

P. J. BARRY, Chief Executive Officer

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

Badcock, Roy John, late of 37 Cross Road, Kingswood, retired insurance clerk, who died on 28 August 2000.

Beck, Kenneth John, late of 24 Avenue Road, Glynde, retired schoolteacher, who died on 30 September 2000.

Buckley, Frances Josephine Agnes, late of 98 Military Road, Semaphore South, of no occupation, who died on 10 September 2000.

Burns, Robert, late of 28 Carlton Parade, Torrensville, retired labourer, who died on 3 September 2000.

Cinitis, Klementine, late of 2 Jean Street, Oaklands Park, widow, who died on 10 July 2000.

Crossman, Dean Hiles, late of 30 Pine Avenue, Novar Gardens, retired public servant, who died on 29 June 2000.

Crowhurst, Veronica Alvina, late of 1 Watson Avenue, Broadview, home duties, who died on 23 September 2000.

Crowhurst, Walter Johnson, late of 10 Laphorne Street, Glenelg East, retired plumber, who died on 30 July 2000.

Dawson, Marjorie Clare, late of Everard Street, Largs Bay, widow, who died on 26 September 2000.

Dirrmann, Phillip George, late of 20 Everard Street, Largs Bay, retired land agent, who died on 28 July 2000.

Freer, Phyllis Maude, late of 56 High Street, Grange, widow, who died on 27 August 2000.

Gaujmalietis, Maigonis, late of 29 Argent Street, Elizabeth Grove, retired painter, who died on 17 March 1998.

Gill, Maxwell Howard, late of 5 Lincoln Avenue, Warradale, retired compositor, who died on 26 August 2000.

Hoefelmann, Heinz Friedrich, late of 756 Torrens Road, Rosewater, retired labourer, who died on 28 May 2000.

Lesnik, Albin, late of 22 Le Hunte Avenue, Prospect, of no occupation, who died on 3 September 2000.

Ramsay, Suzanne Helen, late of Grand Junction Road, Oakden, of no occupation, who died on 26 July 2000.

Robinson, Reginald Wilson, late of 9 Belford Avenue, Devon Park, retired wood merchant, who died on 1 August 2000.

Simpson, Shirley Ellen May, late of 1 Grant Avenue, Gilles Plains, widow, who died on 5 September 2000.

Siviour, Emily Amelia, late of Main North Road, Auburn, widow, who died on 19 August 2000.

Sostarko, Mark, late of 21 Templar Crescent, Pooraka, security officer, who died on 5 October 1999.

White, Hilda Mary, late of 30 Queen Street, Norwood, widow, who died on 17 September 2000.

Notice is hereby given pursuant to the Trustee Act 1936, as amended, the Inheritance (Family Provision) Act 1972, and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the Public Trustee, 25 Franklin Street, Adelaide, S.A. 5000, full particulars and proof of such claims, on or before 8 December 2000, otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons who are indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver the same to the Public Trustee.

Dated 9 November 2000.

J. H. WORRALL, Public Trustee

SOUTH AUSTRALIA—In the Supreme Court No. 2217 of 1996. In the matter of Danbar Pty Ltd and in the matter of the Corporations Law.

Notice of Release of Liquidator and Dissolution of the Company

Take notice that by order of the Supreme Court of South Australia, dated 25 October 2000, I, John Sheahan, Level 8, 26 Flinders Street, Adelaide, S.A. 5000, the liquidator of the abovenamed company, was granted my release as liquidator and the company was dissolved as at the date of this order.

Dated 30 October 2000.

J. SHEAHAN, Liquidator

SOUTH AUSTRALIA—In the Supreme Court. No. 914 of 2000.
In the matter of Elco Electronics Pty Ltd (ACN 064 138 610)
and in the matter of the Corporations Law.

Notice of Application for Winding Up Order

A proceeding for the winding up of Elco Electronics Pty Ltd was commenced by the plaintiff, Wavecom Instruments Pty Ltd, on 25 September 2000 and will be heard by Judge Kelly at the Supreme Courthouse, 1 Gouger Street, Adelaide, S.A. 5000 at 2.15 p.m. on 14 November 2000. Copies of documents filed may be obtained from S. P. McNamara, 11 Hawk Hill Road, Crafrers West, S.A. 5152.

Any person intending to appear at the hearing must file a notice of appearance, in accordance with the prescribed form, together with any affidavit on which the person intends to rely, and serve a copy of the notice and any affidavit on the plaintiff at least three days before the date fixed for the hearing.

Dated 8 November 2000.

S. P. MCNAMARA, Legal Practitioner

SOUTH AUSTRALIA—In the Supreme Court No. 1039 of 2000.
In the matter of Stadal Pty Ltd (ACN 009 630 791).

Notice of Application for Winding Up Order

A proceeding for the winding up of Stadal Pty Ltd was commenced by the plaintiff, CSR Limited (trading as CSR Construction Materials) on 30 October 2000 and will be heard by the Supreme Court at the Supreme Courthouse, 1 Gouger Street, Adelaide, at 2.15 p.m. on 28 November 2000. Copies of documents filed may be obtained from the plaintiff's address.

The plaintiff's address for service is Kelly & Co., Level 17, 91 King William Street, Adelaide, S.A. 5000. Telephone: (08) 8205 0800.

Any person intending to appear at the hearing must file a notice of appearance, in accordance with the prescribed form, together with any affidavit on which the person intends to rely, and serve a copy of the notice and any affidavit on the plaintiff at the plaintiff's address at least 3 days before the date fixed for hearing.

Dated 3 November 2000.

KELLY & CO., Level 17, 91 King William Street,
Adelaide, S.A. 5000.

SOUTH AUSTRALIA—In the Supreme Court No. 1221 of 1991.
In the matter of TOC Pty Ltd and in the matter of the Corporations Law.

Notice of Release of Liquidator and Dissolution of the Company

Take notice that by order of the Supreme Court of South Australia, dated 25 October 2000, I, John Sheahan, Level 8, 26 Flinders Street, Adelaide, S.A. 5000, the liquidator of the abovenamed company, was granted my release as liquidator and the company was dissolved as at the date of this order.

Dated 30 October 2000.

J. SHEAHAN, Liquidator

ATTENTION

CUSTOMERS requiring a proof of their notice for inclusion in the *Government Gazette*, please note that the onus is on you to inform Riverside 2000 of any subsequent corrections by **10 a.m. on Thursday**, which is our publication deadline.

For any corrections to your notice please phone 8207 1045 or Fax 8207 1040 **before** 10 a.m. on Thursday.

If we do not receive any communication by 10 a.m. on Thursday (day of publication) we will presume the notice is correct and will print it as it is.

Remember—the onus is on you to inform us of any corrections necessary to your notice.

NOTE: Closing time for lodging new copy (either fax or hard copy) is 4 p.m. on Tuesday preceding the day of publication. Ph. 8207 1045—Fax 8207 1040.