



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 24 FEBRUARY 2005

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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 **Government Publishing SA** so as to be *received no later than 4 p.m. on the Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040. E-mail: governmentgazette@saugov.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. The *Government Gazette* is available online at: www.governmentgazette.sa.gov.au

Department of the Premier and Cabinet
Adelaide, 24 February 2005

HIS Excellency the Governor's Deputy directs it to be notified for general information that he has in the name and on behalf of Her Majesty The Queen, this day assented to the undermentioned Acts passed by the Legislative Council and House of Assembly in Parliament assembled, viz.:

No. 1 of 2005—Correctional Services (Miscellaneous) Amendment Act 2005. An Act to amend the Correctional Services Act 1982.

By command,

J. D. LOMAX-SMITH, for Premier

DPC 02/0586

Department of the Premier and Cabinet
Adelaide, 24 February 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Administrative and Disciplinary Division of the District Court, pursuant to the provisions of the Guardianship and Administration Act 1993:

Section 66 (3) Panel Assessor: (from 24 February 2005 until 23 February 2008)
Susan Joy Cosoff

By command,

J. D. LOMAX-SMITH, for Premier

ATTG 0320/04 CS

Department of the Premier and Cabinet
Adelaide, 24 February 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Residential Tenancies Tribunal, pursuant to the provisions of the Residential Tenancies Act 1995:

Registrar: (from 17 March 2005 until 22 April 2005)
Josephine Jane Shimmin

By command,

J. D. LOMAX-SMITH, for Premier

OCBA 003/05 CS

Department of the Premier and Cabinet
Adelaide, 24 February 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Residential Tenancies Tribunal, pursuant to the provisions of the Residential Tenancies Act 1995:

Member: (from 1 April 2005 until 31 March 2008)
John Lucas High

By command,

J. D. LOMAX-SMITH, for Premier

OCBA 002/05 CS

Department of the Premier and Cabinet
Adelaide, 24 February 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Robyn Ann Layton, Q.C. as a Judge of the Supreme Court from 24 February 2005, pursuant to the provisions of the Constitution Act 1934 and the Supreme Court Act 1935, and to determine pursuant to Section 7 (3) (a) of the Oaths Act 1936 that the oaths related to the appointment shall be taken before the Chief Justice of the Supreme Court of South Australia.

By command,

J. D. LOMAX-SMITH, for Premier

ATTG 0070/03 CS

Department of the Premier and Cabinet
Adelaide, 24 February 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to assign the Panel Members of the Guardianship Board appointed by Her Excellency the Governor in Executive Council on 13 January 2005 to the Panels specified below, pursuant to the provisions of the Guardianship and Administration Act 1993:

Name of Panel Member	Panel Assigned to
David Coyte	Section 8 (1) Panel
Martha Louise Kent	Section 8 (1) Panel
Helen Rebecca Mares	Section 8 (1) Panel
Elizabeth Salna	Section 8 (1) Panel
Gerard Noel Twohig	Section 8 (2) Panel

By command,

J. D. LOMAX-SMITH, for Premier

ATTG 0266/02 TC3 CS

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Karlene Maywald, Minister for Consumer Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

SCHEDULE 1

Fairmont Homes Proprietary Limited, BLD 4575

SCHEDULE 2

Domestic building work performed by the licensee for a retirement village known as 'The Sands' Lifestyle Village at the corner of Seaford Road and Grand Boulevard, Seaford North.

SCHEDULE 3

1. The licensee must effect an amendment to the contracts between the building company and the property owner(s) such that the latter are required to inform prospective residents of the properties that a policy of building indemnity insurance has not been issued in respect of the properties.

2. The licensee must effect an amendment to the contracts between the building company and the property owner(s) such that the owners will not transfer their interest in the land prior to the date of completion of the building work, or within five years of its completion, without the authorisation of the Commissioner for Consumer Affairs.

3. The licensee must, prior to commencement of the building works, provide a copy of amended contracts between the building company and the property owner(s) such that they abide by these exemption conditions to the Commissioner for Consumer Affairs.

Dated 9 February 2005.

KARLENE MAYWALD, Minister for Consumer Affairs

Ref: 610/04-00092

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Karlene Maywald, Minister for Consumer Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

SCHEDULE 1

Austral Constructions Pty Ltd, BLD 165181

SCHEDULE 2

Domestic building work performed by the licensee under a building work contract with the South Australian Aboriginal Housing Authority involving the upgrade construction of a dwelling at 9 Pike Street, Christies Beach for repairs and renovations to existing dwelling, including a new verandah.

Dated 9 February 2005.

KARLENE MAYWALD, Minister for Consumer Affairs
Ref: 610/04-00374

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Karlene Maywald, Minister for Consumer Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

SCHEDULE 1

Austral Constructions Pty Ltd, BLD 165181

SCHEDULE 2

Domestic building work performed by the licensee under a building work contract with the South Australian Aboriginal Housing Authority involving the upgrade construction of a dwelling at 2 Leonard Street, Melrose Park, for repairs and renovations to existing dwelling and the extension including dining, bathroom and laundry with verandah.

Dated 9 February 2005.

KARLENE MAYWALD, Minister for Consumer Affairs
Ref: 610/04-00374

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Karlene Maywald, Minister for Consumer Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

SCHEDULE 1

James R. Woodrup, BLD 53268

SCHEDULE 2

Domestic building work performed by the licensee for the property owned by himself and wife, Nicole F. Woodrup, to construct a timber-framed dwelling at 1 Cowrie Road, Aldinga Beach.

SCHEDULE 3

That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work, the subject of this exemption, without the authorisation of the Commissioner for Consumer Affairs.

Dated 9 February 2005.

KARLENE MAYWALD, Minister for Consumer Affairs
Ref: 610/04-00373

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Karlene Maywald, Minister for Consumer Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

SCHEDULE 1

Evan Markham Sanders, BLD 44444

SCHEDULE 2

Domestic building work performed by the licensee for the construction of a second storey addition for the licensee's existing family residence at 3 Rosebud Grove, Dernancourt.

SCHEDULE 3

That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work, the subject of this exemption, without the authorisation of the Commissioner for Consumer Affairs.

Dated 9 February 2005.

KARLENE MAYWALD, Minister for Consumer Affairs
Ref: 610/04-00402

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, JOHN HILL, Minister for Environment and Conservation, 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 an Emergency Services Reserve and declare that such land shall be under the care, control and management of the Minister for Emergency Services.

The First Schedule

Portion of Park Lands, portion of Section 2258, Hundred of Wallaroo, County of Daly, adjacent to the Town of Kadina, now identified as Allotment 19 of Deposited Plan 66405, the notice of which, together with other land was published in the *Government Gazette* of 18 May 1989 at page 1312, The Third Schedule, being portion of the land comprised in Crown Record Volume 5577 Folio 516.

The Second Schedule

Allotment 19 of Deposited Plan 66405, Hundred of Wallaroo, County of Daly, exclusive of all necessary roads.

Dated 24 February 2005.

J. HILL, Minister for Environment
and Conservation

DEH 10/1105

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, JOHN HILL, Minister for Environment and Conservation, 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 Reserve for Tree Planting and Tourist Purposes and declare that such land shall be under the care, control and management of The District Council of Mount Remarkable.

The Schedule

Section 508, Hundred of Telowie, County of Frome, exclusive of all necessary roads, being the whole of the land comprised in Crown Record Volume 5930 Folio 932.

Dated 24 February 2005.

J. HILL, Minister for Environment
and Conservation

DEH 13/0919

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, JOHN HILL, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Dedicate the Crown Land defined in The First Schedule as a Public Road.
2. Dedicate the Crown Land defined in The Second Schedule as a Conservation and Temporary Shack Occupation Reserve and declare that such land shall be under the care, control and management of the District Council of Yorke Peninsula.

The First Schedule

Allotment 25 of Deposited Plan 59140, Hundred of Coonarie, County of Fergusson, being within the district of Yorke Peninsula.

The Second Schedule

Allotment 22 and the Allotment comprising Pieces 21 and 23 of Deposited Plan 59140, Hundred of Coonarie, County of Fergusson, exclusive of all necessary roads.

Dated 24 February 2005.

J. HILL, Minister for Environment
and Conservation

DENR 10/0660

DEVELOPMENT ACT 1993, SECTION 26 (8): HILLS FACE
ZONE (INTERIM POLICY) PLAN AMENDMENT

Preamble

1. The Development Plan amendment entitled 'Hills Face Zone (Interim Policy) Plan Amendment' (the Plan Amendment) has been finalised in accordance with the provisions of the Development Act 1993.

2. The Minister for Urban Development and Planning has decided to approve the Plan Amendment.

NOTICE

PURSUANT to section 26 of the Development Act 1993, I—

- (a) approve the Plan Amendment; and
- (b) fix the day on which this notice is published in the *Gazette* as the day on which the Plan Amendment will come into operation.

Dated 24 February 2005.

TRISH WHITE, Minister for Urban
Development and Planning

PLN 04/0005

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Perry Will and Ceduna Boat Charter, P.O. Box 9, Ceduna, S.A. 5690 (the 'principal exemption holder'), and the class of persons specified in Schedule 1 (the 'other exemption holders'), are exempt from clause 66 of Schedule 1 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holders may exceed the prescribed boat limits during a chartered fishing trip on the *Spirit of the West* in accordance with the allowable limits specified in Schedule 2 (the 'exempted activity'), subject to the conditions specified in Schedule 3, from the date of gazettal until 30 June 2005, unless varied or revoked earlier.

SCHEDULE 1

Any person or persons who charter the boat *Spirit of the West* from Perry Will or Ceduna Boat Charter for the purpose of recreational fishing.

SCHEDULE 2

1. Where the number of 'other exemption holders' exceeds six, all of the 'other exemption holders' on board the boat are each restricted to taking no more than one half of the daily bag limit (rounded up to the nearest whole number if necessary) for those species of scalefish (except King George whiting) subject to a limit as specified in the Fisheries (General) Regulations 2000 in any one day.

2. Where the number of 'other exemption holders' exceeds three, all of the 'other exemption holders' on board the boat are each restricted to taking no more than 10 King George whiting in any one day.

SCHEDULE 3

1. The principal exemption holder, its employees or agents must not take any fish during the chartered fishing trip.

2. The principal exemption holder must not use any boat other than the *Spirit of the West* for the purpose of engaging in the exempted activity.

3. Neither the principal exemption holder nor the other exemption holders may sell any fish taken pursuant to this notice.

4. The principal exemption holder must not accept any fish taken by the other exemption holders as all or part of the consideration for the charter agreement.

5. The principal exemption holder must contact PIRSA Fishwatch on 1800 065 522 at least two hours prior to commencing the exempted activity and advise the time and date of departure of the *Spirit of the West* and the estimated time of return to port.

6. While engaged in the exempted activity the principal exemption holder must have in their possession a copy of this notice. Such notice must be produced to a PIRSA Fisheries Officer if requested.

7. The exemption holders must not contravene or fail to comply with the Fisheries Act 1982, or any regulations made under that Act except where specifically exempted by this notice.

Dated 21 February 2005.

W. ZACHARIN, Director of Fisheries

ELECTRICITY ACT 1996 ENERGYAUSTRALIA

Default Contract Terms and Conditions Applicable from 1 January 2005

PREAMBLE

This contract is about the sale of electricity to you as a customer at your current supply address (but only if this contract is expressed to apply to you in relation to that supply address). It does not deal with how that electricity is supplied to your supply address. You have a separate contract with your distributor dealing with the connection of your supply address to the distribution network and the supply of electricity to your supply address.

These default terms and conditions are published in accordance with section 36 of the South Australian *Electricity Act 1996* and will come into force on 1 January 2005. When in force these default terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

1. THE PARTIES

This contract is between:

EnergyAustralia (ABN 67 505 337 385) of Level 12, 644 Chapel Street, South Yarra, Vic. 3141 (in this *customer sale contract* referred to as “we”, “our” or “us”); and

You, the *customer* to whom this *customer sale contract* is expressed to apply (in this *customer sale contract* referred to as “you” or “your”).

2. DEFINITIONS

Words appearing in italic type like *this* are defined in Schedule 1 to this contract.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 *These are our terms and conditions*

This document sets out our current *default contract* terms and conditions for the purposes of the *Electricity Act*.

3.2 *Default Contracts*

These terms and conditions apply to you (and as a consequence you will be deemed by section 36 of the *Electricity Act* to have a *default contract* with us) if:

- (a) you are a *small customer* in relation to your *supply address*;
- (b) you commence taking a *supply* of electricity at that *supply address* after 1 January 2003 without first entering into a *standing contract* or a *market contract* for that *supply address* with us or another *retailer*; and
- (c) we were the last *retailer* to have a contract with a *customer* for the sale of electricity for that *supply address*.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 *When does this contract start?*

Your contract with us for your *supply address* will start when you first start using electricity at that *supply address*.

4.2 *When does this contract end?*

Your contract will end:

- (a) when you enter into a different *customer sale contract* with us or another *retailer* for your *supply address*;
- (b) when another *customer* enters into a *customer sale contract* with us or another *retailer* for that *supply address*;
- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for electricity supplied to that *supply address* under clause 17; or
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your *supply address* reconnected following disconnection in accordance with clause 16.

4.3 *Rights on the contract ending*

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

5. SCOPE OF THIS CONTRACT

5.1 *What is covered by this contract?*

This contract applies only to the sale of electricity to you at your *supply address*. We agree to sell to you electricity supplied to your *supply address* (by your *distributor*) and perform the other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 10 of this contract, and perform your other obligations under this contract.

5.2 *What is not covered by this contract?*

We do not operate the electricity network to which your *supply address* is connected. This is the role of your *distributor*.

You have a separate *connection and supply contract* with your *distributor*. Your *distributor* is responsible for:

- (a) the connection of your *supply address* to the electricity network;
- (b) the maintenance of that connection;
- (c) the *supply* of electricity to your *supply address*; and
- (d) the quality and other characteristics of electricity.

Unless you negotiate a different arrangement with your *distributor*, your *connection and supply contract* will automatically come into place by operation of law.

5.3 *Quality of electricity supplied to your supply address*

We cannot regulate the quality or reliability of electricity supplied to your *supply address*. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *supply address*;
- (b) whether your *supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

6. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

6.1 *Application*

There are no pre-conditions.

7. OUR LIABILITY

7.1 *How this clause operates with the Trade Practices Act etc.*

The *Trade Practices Act 1974 (Cth)* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *supply address*; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your *supply address*, or acquiring equivalent goods or services.

7.2 *Not liable*

So far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the electricity we sell to you under this contract.

In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of electricity *supply*, or there is a defect in the electricity supplied (however caused); or
- (b) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

7.3 *National Electricity Law*

This clause 7 applies in addition to, and does not vary or exclude, the operation of section 78 of the National Electricity Law.

7.4 *Survival of this clause*

This clause 7 survives the termination of this *customer sale contract*.

8. **APPOINTMENTS**

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will credit your next bill with \$20 (including GST) and phone you to apologise.

9. **PRICE FOR ELECTRICITY AND OTHER SERVICES**

9.1 *What are our tariffs and charges?*

- (a) Our current tariffs and charges for the electricity and other services are set out in the *price list*. Some of the tariffs and charges are regulated by law.
- (b) Other amounts relating to the sale of electricity to you, including special meter readings, street lighting, account application fees and fixed charges for special purpose electricity sales will be separately itemised on your bill.
- (c) At your request, we must provide you with reasonable information setting out the components of the charges which appear on a bill.

9.2 *Which tariff applies to you?*

- (a) Our *price list* explains the conditions that need to be satisfied for each tariff and charge.
- (b) In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

9.3 *Variations to the customer's tariffs and charges*

- (a) We may only vary our tariffs and charges in accordance with the requirements of the *Electricity Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the *South Australian Government Gazette*.
- (b) If the conditions applying to our tariffs and charges change so that your previous tariff and charges no longer apply to you at your *supply address*, we can decide which tariffs and charges will apply.

9.4 *Switching Tariffs*

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

9.5 *Changes to the tariff rates and charges during a billing cycle*

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a *pro-rata* basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

9.6 *Changes to the tariff type during a billing cycle*

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

9.7 *Pass through of taxes and other charges*

In some cases we can pass through to you certain taxes and other charges in accordance with *applicable regulatory instruments*. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

9.8 *GST*

Certain amounts in this contract are (or will be) stated to be inclusive of GST.

These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 9.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for “taxable supplies” as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

10. BILLING

10.1 *When bills are sent*

We will send a bill to you as soon as possible after the end of each *billing cycle*.

If we fail to issue a bill following the end of a *billing cycle*, we will offer you the option of paying for any electricity used during the relevant *billing cycle* under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

10.2 *Payments to the distributor*

We will arrange for one bill to be sent to you for each *billing cycle* covering tariffs and charges due to us and those tariffs and charges due to your *distributor* under your *connection and supply contract*. We will arrange for payment to the *distributor*.

10.3 *Calculating the bill*

We will calculate at the end of each *billing cycle*:

- (a) the bill for electricity sold during that *billing cycle* (using information obtained from reading your meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this contract during the *billing cycle*.

The bill will also include amounts due to the *distributor* under your *connection and supply contract*.

10.4 *Estimating the electricity usage*

- (a) If your meter is unable to be read, or your metering data is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of electricity which was purchased from us at your *supply address* may be estimated.

(b) When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the reading of the meter. When you have received an estimated bill due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you option of paying for the amount undercharged under an instalment plan.

(c) If the meter is unable to be read due to your actions, we can bill you any charges we incur in arranging for a meter reader returning to your *supply address* to read the meter.

10.5 *How bills are issued*

We must send a bill:

(a) to you at the address nominated by you; or

(b) to a person authorised in writing by you to act on your behalf at the address specified by you.

10.6 *Contents of a bill*

The bill will be in a form and contain such information as is required by the *Energy Retail Code*.

11. **PAYING YOUR BILL**

11.1 *What you have to pay*

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment.

11.2 *How the bill is paid*

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (e.g., where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

11.3 *Late payments*

(a) If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. If you are a *business customer*, you may also be required to pay interest on the outstanding amount as set out in the *price list*.

(b) This clause does not affect our right to arrange for your *supply address* to be disconnected under clause 16 of this contract.

11.4 *Difficulties in paying*

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

(b) We are required by the *Energy Retail Code* to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an instalment plan and provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

12. **METERS**

You must allow safe and convenient access to your *supply address* for the purposes of reading the relevant meters.

13. **OVERCHARGING AND UNDERCHARGING**

13.1 *Undercharging*

(a) We may recover from you any amount you have been undercharged.

(b) Where you have been undercharged as a result of our error or the *distributor's* error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

13.2 *Overcharging*

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$100, and you have already paid that amount, we must ask you whether the amount should be credited to your account, repaid to you or paid to another person, and pay the amount in accordance with your instructions within 10 *business days*.

13.3 *Reviewing your bill*

If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*. If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

14. SECURITY DEPOSITS

14.1 *Interest on security deposits*

Where you have paid a *security deposit*, we must pay you interest on the deposit at a rate and on terms required by the *Energy Retail Code*.

14.2 *Use of a security deposit*

We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract or under your *connection and supply contract* with your *distributor*:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *supply address*; or
- (b) in relation to a final bill (i.e., the bill we issue when you stop buying electricity from us at your *supply address*).

14.3 *Business customers*

If you are purchasing electricity for business use, we may request that you increase the amount of your *security deposit* in accordance with the *Energy Retail Code*.

15. DISCONNECTION OF SUPPLY

15.1 *When can we arrange for disconnection?*

Subject to us satisfying the requirements in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address* if:

- (a) you do not pay your bill by the last day for payment and, in the case of *residential customers*, you refuse to agree to an instalment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed instalment plan or payment option;
- (c) you use electricity illegally or breach clause 19 of this contract;
- (d) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection under your *connection and supply contract*, such as in cases of emergency or for safety reasons. These are detailed in your *connection and supply contract*.

15.2 *Comply with the Energy Retail Code*

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

16. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your *supply address* and you pay to us all of our and the *distributor's* reconnection charges in advance, we will arrange for the reconnection of your *supply address*.

We may refuse to arrange reconnection and terminate your *customer sale contract* if we are allowed to do so under the *Energy Retail Code* (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 *business days* after the date on which you were disconnected).

17. VACATING A SUPPLY ADDRESS

You must give us at least three *business days* notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.

When we receive the notice, we must use our *best endeavours* to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

If you do not provide the required notice, or if you do not provide access to your meter, you will be responsible for all electricity purchased at the *supply address* until:

- (a) we become aware that you have vacated your *supply address* and the relevant meters have been read;
- (b) you give us the required notice; or
- (c) someone else commences to purchase electricity from us or another *retailer* for that *supply address*.

18. USE OF ELECTRICITY AND ILLEGAL USE

18.1 *Use of electricity*

You must not:

- (a) allow electricity purchased from us to be used other than in accordance with this contract or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

18.2 *Illegal use*

If you have breached clause 18.1 of this contract, we may, in accordance with the *Energy Retail Code*:

- (a) estimate the amount of the electricity so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your *supply address*.

19. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Electricity Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

20. WE CAN AMEND THIS CONTRACT

We can only amend our contract with you in accordance with the *Electricity Act*, and the requirements of the *Energy Retail Code*. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

21. NOTICES

Unless this document or the *Energy Retail Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at the address at which you buy electricity from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent.

22. PRIVACY AND CONFIDENTIALITY

22.1 *Privacy of information*

Subject to clauses 22.2 and 26 of this contract we must keep your information about you confidential.

22.2 *Disclosure*

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

23. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale of electricity by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

EnergyAustralia
Locked Bag 9004, Richmond, Vic. 3121
Phone 13 88 08

24. FORCE MAJEURE

24.1 *Effect of force majeure event*

If, but for this clause 24, either party would breach this contract due to the occurrence of a *force majeure event*:

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

24.2 *Deemed prompt notice*

For the purposes of this clause, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

24.3 *Obligation to overcome or minimise effects of force majeure event*

Either party relying on this clause by claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

24.4 *Settlement of industrial disputes*

Nothing in this clause will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

24.5 *Non-exclusion of National Electricity Law*

Nothing in this clause 24 varies or excludes the operation of section 78 of the National Electricity Law.

25. APPLICABLE LAW

- (a) We, as your *retailer*, and you, as our customer, agree to comply with any applicable requirements of any codes or guidelines issued by the *Commission* from time to time.
- (b) The laws of South Australia govern this contract.

26. LAST RESORT EVENT

If we are no longer entitled under the *Electricity Act* to sell electricity to you due to a *last resort event* occurring in relation to us, we are required by the *Energy Retail Code* to provide your name, billing address and *NMI* to the electricity entity appointed as the retailer of last resort under the *Electricity Act* and this contract will come to an end.

SCHEDULE 1: DEFINITIONS

“*applicable regulatory instruments*” means any Act or regulatory instrument made under an Act, or regulatory instrument issued by the *Commission*, which applies to us as a *retailer*;

“*billing cycle*” means the regular recurrent period for which you receive a bill from us;

“*best endeavours*” means to act in good faith and use all reasonable efforts, skill and resources;

“*business customer*” means a *small customer* who is not a *residential customer*;

“*business day*” means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

“*connection and supply contract*” means the contract you have with your *distributor* to connect and *supply* electricity to your *supply address*;

“*connection point*” means the agreed point of *supply* between your electrical installation and the distribution network;

“*customer*” means a *customer* as defined in the *Electricity Act* who buys or proposes to buy electricity from a *retailer*;

“*customer sale contract*” means a *standing contract*, a *market contract* or a *default contract*;

“*default contract*” means the *customer sale contract* between a *retailer* and a *default customer* arising in accordance with the regulations under the *Electricity Act*.

“*default customer*” means, in relation to a *connection point*, a person who is deemed pursuant to the regulations under the *Electricity Act* to have a *default contract* with a *retailer* in relation to that *connection point*.

“*distributor*” means a holder of a licence to operate a distribution network under Part 3 of the *Act*;

“*Electricity Act*” means the *Electricity Act 1996 (SA)*;

“*Energy Retail Code*” means the Energy Retail Code made under section 28 of the *Essential Services Commission Act 2002 (SA)*;

“*force majeure event*” means an event outside the control of you or us;

“*last resort event*” means an event which triggers the operation of the retailer of last resort scheme approved by the *Commission*;

“*market contract*” means a *customer sale contract* which complies with Part A of the *Energy Retail Code* other than a *standing contract* within the meaning of that Code or a *default contract*;

“*metering data*” has the meaning given to that term in the *National Electricity Code*;

“*NEMMCO*” means the National Electricity Market Management Company Limited (ACN 072 010 327), the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Code*;

“*NMI*” means a National Metering Identifier assigned to a metering installation at an electricity *customer’s supply address*;

“*prescribed distribution services*” has the same meaning as is given to that term in the *Electricity Pricing Order*;

“*price list*” means our list of current tariffs and charges applying to you from time to time. The current tariffs and charges are contained in Schedule 2;

“*quarterly*” means the period of days represented by 365 days divided by 4;

“*residential customer*” means a *small customer* who acquires electricity for domestic use;

“*retailer*” means a person licensed under the *Electricity Act* to retail electricity;

“*security deposit*” means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill;

“*small customer*” has the same meaning as is given to that term in the *Energy Retail Code*;

“*supply*” means the delivery of electricity;

“*supply address*” means:

- the address for which you purchase electricity from us where there is only one *connection point* at that address; or
- where there is more than one *connection point* at that address, each *connection point* through which you purchase electricity from us.

SA Regulated Electricity Price Plans**South Australia Standing and Default Contract prices for residential customers****Effective 1 January 2005**

Electricity is charged per kilowatt hour, with different price tariffs for peak and off-peak usage. To find out which tariff you're currently on, refer to the front of your AGL account.

Standing contract and default contract price categories will only apply to small customers, that is, those customers who consume less than 160MWh of electricity per annum. Standing contract and default contract prices apply in accordance with the following principles:

Domestic Light/Power - Tariff 110	Excl. GST	Incl. GST
From 1 Jan - 31 Mar		
Daily Consumption up to and including 3.2877 kWh(c/kWh)	16.17c	17.787c
Daily Consumption in excess of 3.2877 kWh (c/kWh)	19.18c	21.098c
Supply Charge (c/day)	31.16c	34.276c
From 1 April - 31 Dec		
Daily Consumption up to and including 3.2877 kWh(c/kWh)	16.17c	17.787c
Daily Consumption in excess of 3.2877 kWh (c/kWh)	17.26c	18.986c
Supply Charge (c/day)	31.16c	34.276c
Daily Consumption of 3.2877 equates to 1200 kWh/year (with rounding). Domestic Light/Power 110 is applicable to all residential consumption (excluding Off-Peak Controlled Load Tariff 116) in premises used wholly or principally as private residences.		
Charitable Institutions - Tariff 112	Excl. GST	Incl. GST
For all consumption (c/kWh)	16.42c	18.062c
Supply Charge (c/day)	30.84c	33.924c
Charitable Institutions 112 is available to charitable institutions that have been endorsed by the Australian Taxation Office as an income tax exempt Charitable Entity under Subdivision 50-B of the Income Tax Assessment Act 1997.		
Off Peak Controlled Load - Tariff 116	Excl. GST	Incl. GST
For all consumption (c/kWh)	6.27c	6.897c
Supply Charge (c/day)	4.89c	5.379c
Controlled Load 116 is for electricity used in permanently installed storage water heaters with a rated delivery of not less than 125 litres, storage space heaters and other approved thermal storage applications. The hours of application are fixed from time to time by AGL SA with control by time switch or other means. This price does not apply to electricity used outside those hours. Customers who were taking supply under this tariff, or who had applied to do so, as at 30 June 2003 are subject to the conditions which were applicable at that date. This price is only available in conjunction with tariffs 110, 112, 126, 126M, 128, 128M, 140 or 140M.		
General Supply - Tariff 126	Excl. GST	Incl. GST
From 1 Jan - 31 Mar		
For all consumption (c/kWh)	17.31c	19.041c
Supply Charge (c/day)	30.84c	33.924c
From 1 Apr - 31 Dec		
Daily Consumption up to and including 82.1918 kWh(c/kWh)	16.05c	17.655c
Daily Consumption in excess of 82.1918 kWh (c/kWh)	15.47c	17.017c
Supply Charge (c/day)	30.84c	33.924c
Daily Consumption of 82.1918 equates to 30,000 kWh/year (with rounding). General Supply 126 is available only to non-residential customers.		

South Australia Standing and Default Contract prices for residential customers
Effective 1 January 2005

General Supply - Tariff 126M	Excl. GST	Incl. GST
Monthly Meter Read		
From 1 Jan - 31 Mar		
For all consumption (c/kWh)	17.26c	18.986c
Supply Charge (c/day)	30.84c	33.924c
From 1 Apr - 31 Dec		
Daily Consumption up to and including 82.1918 kWh(c/kWh)	16.00c	17.600c
Daily Consumption in excess of 82.1918 kWh (c/kWh)	15.42c	16.962c
Supply Charge (c/day)	30.84c	33.924c
Daily Consumption of 82.1918 equates to 30000 kWh/year (with rounding). General Supply 126M is available only to non-residential customers and applies to customers whose meters are scheduled to be read monthly, and who are billed monthly. A monthly meter reading fee applies to this tariff in addition to the above prices.		
General Supply Time of Use - Tariff 128	Excl. GST	Incl. GST
From 1 Jan - 31 Mar		
For all consumption (c/kWh)	19.73c	21.703c
Supply Charge (c/day)	54.52c	59.972c
From 1 Apr - 31 Dec		
Daily Consumption up to and including 82.1918 kWh(c/kWh)	18.78c	20.658c
Daily Consumption in excess of 82.1918 kWh (c/kWh)	17.03c	18.733c
Supply Charge (c/day)	54.52c	59.972c
Off Peak		
For all consumption (c/kWh)	9.03c	9.933c
Daily Consumption of 82.1918 equates to 30000 kWh/year (with rounding). General Supply Time of Use 128 is available only to non-residential customers with appropriate metering and includes customers previously on tariffs 120 + 121 and 130 + 131 who were taking supply under those tariffs, or who had applied to do so, as at 30 June 1997. Those customers are subject to the conditions which were applicable to those tariffs at that date, in addition to the current conditions.		
General Supply Time of Use - Tariff 128M	Excl. GST	Incl. GST
Monthly Meter Read		
From 1 Jan - 31 Mar		
For all consumption (c/kWh)	19.68c	21.648c
Supply Charge (c/day)	54.52c	59.972c
From 1 Apr - 31 Dec		
Daily Consumption up to and including 82.1918 kWh(c/kWh)	18.73c	20.603c
Daily Consumption in excess of 82.1918 kWh (c/kWh)	16.98c	18.678c
Supply Charge (c/day)	54.52c	59.972c
Off Peak		
For all consumption (c/kWh)	9.01c	9.911c
Daily Consumption of 82.1918 equates to 30000 kWh/year (with rounding). General Supply Time of Use 128M is available only to non-residential customers with appropriate metering and includes customers previously on tariffs 120 + 121 and 130 + 131 who were taking supply under those tariffs, or who had applied to do so, as at 30 June 1997. Those customers are subject to the conditions which were applicable to those tariffs at that date, in addition to the current conditions. General Supply Time of Use 128M applies to customers whose meters are scheduled to be read monthly, and who are billed monthly. A monthly meter reading fee applies to this tariff in addition to the above prices.		

South Australia Standing and Default Contract prices for residential customers
Effective 1 January 2005

Obsolete - Tariff 140	Excl. GST	Incl. GST
Daily Consumption up to and including 82.1918 kWh(c/kWh)	17.35c	19.085c
Daily Consumption in excess of 82.1918 kWh (c/kWh)	16.67c	18.337c
Supply Charge (c/day)	54.52c	59.972c
Off Peak		
For all consumption (c/kWh)	9.03c	9.933c
Daily Consumption of 82.1918 equates to 30000 kWh/year (with rounding). Obsolete Tariff 140 (formerly Farm Tariff 140) applies only to small customers that were taking supply under Obsolete Tariff 140, or who had applied to do so, as at 30 June 1997. Conditions applicable at that date apply, in addition to the current conditions.		
Obsolete - Tariff 140M	Excl. GST	Incl. GST
Monthly Meter Read		
Daily Consumption up to and including 82.1918 kWh(c/kWh)	17.29c	19.019c
Daily Consumption in excess of 82.1918 kWh (c/kWh)	16.61c	18.271c
Supply Charge (c/day)	54.52c	59.972c
Off Peak		
For all consumption (c/kWh)	9.01c	9.911c
Daily Consumption of 82.1918 equates to 30000 kWh/year (with rounding). Obsolete Tariff 140M (formerly Farm Tariff 140) applies only to small customers that were taking supply under Obsolete Tariff 140, or who had applied to do so, as at 30 June 1997. Conditions applicable at that date apply, in addition to the current conditions. Obsolete Tariff 140M applies to customers whose meters are scheduled to be read monthly, and who are billed monthly. A monthly meter reading fee applies to this tariff in addition to the above prices.		
AGL Miscellaneous Fees (subject to changes in distributor charges)		
Monthly Meter Read Fee \$47.30 per annum (GST Inc.) Cents per day	11.78c	12.958c
Special Meter Read	\$21.70	\$23.87

B. MACDONALD, Compliance Manager S.A.

HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, the South Australian Housing Trust in the exercise of the powers conferred by the said Part, does hereby fix as the maximum rental per week which shall be payable subject to section 55 of the Residential Tenancies Act 1995, in respect of each house described in the following table the amount shown in the said table opposite the description of such house and this notice shall come into force on the date of this publication in the *Gazette*.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published	Maximum rental per week payable in respect of each house \$
		Volume	Folio		
Lot 42, corner Elder and Daly Streets, Auburn	Allotments 98, 99, 100 and 101 in Filed Plan 212800, Hundred of Upper Wakefield	5553	300	28.10.04, page 4065	145.00
15 Robert Avenue, Broadview	Allotment 52 in Deposited Plan 3260, Hundred of Yatala	5738	546	27.7.00, page 309	110.00
Unit 1/45 Allinga Avenue, Glenside	Unit 1, Strata Plan 851, Hundred of Adelaide	5050	17	26.6.03, page 2710	175.00
18 Elizabeth Street, Goodwood	Allotment 244 of portion of section 222, Hundred of Adelaide	5839	541	9.5.74, page 1688	135.00
54 Wembley Avenue, Hectorville	Allotment 124 in Deposited Plan 3304, Hundred of Adelaide	5424	537	25.11.04, page 4390	100.00
40 Kitchener Street, Kilburn	Allotment 73 in Deposited Plan 2344, Hundred of Yatala	5238	525	30.9.04, page 3763	120.00
134 May Terrace, Ottoway (front house)	Allotment 12 of section 1164, Hundred of Port Adelaide	5778	654	28.3.96, page 1794	150.00
112 Cedar Avenue, Royal Park	Allotment 128 in Deposited Plan 1375, Hundred of Yatala	5133	782	16.12.04, page 4534	135.00
81 Esplanade, Sellicks Beach	Allotment 10 of portion of section 665, Hundred of Willunga	5355	406	14.12.78, page 2266	130.00
149 Military Road, Semaphore (now one house—formerly flats)	Allotment 17 of portion of section 1050, Hundred of Port Adelaide	5200	430	14.8.75, page 973	196.00
495 Port Road, West Croydon	Allotment 2 of portion of section 375, Hundred of Yatala	5404	457	30.3.95, page 1142	175.00

Dated at Adelaide, 24 February 2005.

M. DOWNIE, General Manager, Housing Trust

HOUSING IMPROVEMENT ACT 1940

NOTICE is hereby given that the South Australian Housing Trust in the exercise of the powers conferred by the Housing Improvement Act 1940, does hereby declare the houses described in the table hereunder to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940.

No. of House and Street	Locality	Allotment, Section, etc.	Certificate of Title	
			Volume	Folio
Unit 1/22 Weller Street	Goodwood	Unit 1, Strata Plan 4932, Hundred of Adelaide	5025	407
2 Springhead Road	Mount Torrens	Allotment 315 in Filed Plan 211911, Hundred of Talunga	5781	414
34 Dunks Street	Parkside	Unit 1, Strata Plan 7533 in the area named Parkside, Hundred of Adelaide	5647	235
22 Parks Street	Solomontown (Port Pirie)	Allotment 359 in Filed Plan 184441, Hundred of Pirie	5858	509
45 Winchester Street	St Peters	Allotment 11 in Filed Plan 135962, Hundred of Adelaide	5408	43
16 Tania Avenue	Windsor Gardens	Allotment 21 in Deposited Plan 4692, Hundred of Yatala	5663	135

Dated at Adelaide, 24 February 2005.

M. DOWNIE, General Manager, Housing Trust

HOUSING IMPROVEMENT ACT 1940

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, and whereas the South Australian Housing Trust is satisfied that each of the houses described hereunder has ceased to be substandard, notice is hereby given that, in exercise of the powers conferred by the said Part, the South Australian Housing Trust does hereby revoke the said declaration in respect of each house.

Address of House	Allotment, Section, etc.	Certificate of Title		Date and page of <i>Government Gazette</i> in which notice declaring house to be substandard published
		Volume	Folio	
Lot 29, Penrice Road, Angaston (also known as Lot 114)	Allotments 133, 134 and 135 of portion of section 1758, Filed Plan 212740, Hundred of Moorooroo	5569	561	25.6.92, page 2054
22 Hill Street, Mitcham	Allotment 43 of portion of section 249A, Filed Plan 15730, Hundred of Adelaide	5422	881	27.9.01, page 4303
3 Robertson Street, Naracoorte	Allotment 2 of portion of section 4, Hundred of Naracoorte	5683	553	28.6.90, page 1721
Dated at Adelaide, 24 February 2005.		M. DOWNIE, General Manager, Housing Trust		

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, Karlene Maywald, 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

Jillian Kay Singh, an employee of Jim Wright Real Estate Pty Ltd.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5665, folio 594, situated at 84 Mortlock Terrace, Port Lincoln, S.A. 5606.

Dated 24 February 2005.

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, Karlene Maywald, 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

David James Bell, an employee of Elders Ltd.

SCHEDULE 2

A portion of the land described in certificate of title register book volume 5916, folio 871, situated at Lot 83, Dawn Court, Port Pirie, S.A. 5540.

Dated 24 February 2005.

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*

NOTICE is hereby given, pursuant to section 52 of the Liquor Licensing Act 1997 and section 29 of the Gaming Machines Act 1992, that Colin McKee Nominees Pty Ltd and Gulf Holdings Pty Ltd as trustee for Spencer Leasehold Unit Trust have applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 1 Forsyth Street, Whyalla, S.A. 5600 and known as Hotel Spencer.

The applications have been set down for hearing on 31 March 2005 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 applicants at the applicants' address given above, at least seven days before the hearing date (viz: 23 March 2005).

The applicant's address for service is c/o Piper Alderman Lawyers, Geoff Forbes, 167 Flinders Street, Adelaide, S.A. 5000 (Attention: Geoff Forbes/Ashley Thompson).

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 18 February 2005.

Applicants

LIQUOR LICENSING ACT 1997

Notice of Application

NOTICE is hereby given, pursuant to section 52 (2) (b) of the Liquor Licensing Act 1997, that Vinolentus Pty Ltd has applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Bridge Road, Langhorne Creek, S.A. 5255 and to be known as Ben Potts Wines.

The application has been set down for hearing on 29 March 2005 at 10 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 (viz: 21 March 2005).

The applicant's address for service is c/o Benjamin Potts, P.O. Box 128, Langhorne Creek, S.A. 5255.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 17 February 2005.

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 Heath Gustafsson has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Unit 5, 548 Greenhill Road, Burnside, S.A. 5066 and known as Twin Chef Thai Restaurant and to be known as Twin Chef.

The application has been set down for hearing on 23 March 2005 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 (viz: 21 March 2005).

The applicant's address for service is c/o Heath Gustafsson, 4 Charles Court, Aberfoyle Park, S.A. 5159.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 17 February 2005.

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 Bruden Pty Ltd as trustee for Edwards Family Trust has applied to the Licensing Authority for the transfer of a Residential Licence in respect of premises situated at 210 Renmark Road, Renmark, S.A. 5341 and known as Citrus Valley Motel.

The application has been set down for hearing on 29 March 2005 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 (viz: 21 March 2005).

The applicant's address for service is c/o Jeff Stevens and Associates, Level 1, 86 Pirie Street, Adelaide, S.A. 5000.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 15 February 2005.

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 Uraidla Football Club Inc. has applied to the Licensing Authority for an Extended Trading Authorisation and variation to Entertainment Consent in respect of premises situated at Swamp Road, Uraidla, S.A. 5142 and known as Uraidla Football Club Inc.

The application has been set down for hearing on 24 March 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

Application for Extended Trading Authorisation and variation to Entertainment Consent to apply to Area 1 (Clubrooms) only and to apply to the hours sought below:

Friday-Saturday, midnight to 2 a.m. the following day;
Sunday, 8 p.m. to midnight.

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 (viz: 17 March 2005).

The applicant's address for service is Uraidla Football Club, Swamp Road, Uraidla, S.A. 5142.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 17 February 2005.

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 Lanz-Thomson Estate Wines Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lot 1, Rosedale Scenic Road, Lyndoch, S.A. 5351 and to be known as Lanz-Thomson Estate Wines Pty Ltd.

The application has been set down for hearing on 24 March 2005 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 (viz: 17 March 2005).

The applicant's address for service is c/o Brian Thomson, P.O. Box 745, Lyndoch, S.A. 5351.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 17 February 2005.

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 Herrmann Holdings Pty Ltd as trustee for the Herrmann Family Trust has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Belvidere Road, Nuriootpa, S.A. 5355 and trading name to be advised.

The application has been set down for hearing on 24 March 2005 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 (viz: 17 March 2005).

The applicant's address for service is c/o Kym Herrmann, P.O. Box 234, Nuriootpa, S.A. 5355.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 18 February 2005.

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 Blarney Holdings Pty Ltd has applied to the Licensing Authority for a variation to an Extended Trading Authorisation and variation to Entertainment Consent in respect of premises situated at Shops 17, 18 and 19, 250 Rundle Street East, Adelaide, S.A. 5000 and known as The Elephant—Cinema Place.

The application has been set down for hearing on 24 March 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to Extended Trading Authorisation:
 - Friday and Saturday, midnight to 4 a.m. the following day;
 - Good Friday, midnight to 2 a.m.
 - Christmas Day, midnight to 2 a.m.
- Variation to Entertainment Consent to apply to the above-mentioned hours.

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 (viz: 17 March 2005).

The applicant's address for service is c/o The Elephant—Cinema Place, David Evans, Shops 17, 18 and 19, 250 Rundle Street East, Adelaide, S.A. 5000.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 17 February 2005.

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 Duane Coates has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 7 Clyde Court, Christie Downs, S.A. 5164 and to be known as Free Run Wine Consulting.

The application has been set down for hearing on 24 March 2005 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 (viz: 17 March 2005).

The applicant's address for service is c/o Duane Coates, 7 Clyde Court, Christie Downs, S.A. 5164.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 18 February 2005.

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 Greg Le Poidevin has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 11 Elizabeth Street, Evandale, S.A. 5069 and to be known as Le Poidevin.

The application has been set down for hearing on 24 March 2005 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 (viz: 17 March 2005).

The applicant's address for service is c/o Greg Le Poidevin, 11 Elizabeth Street, Evandale, S.A. 5069.

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 Gambling Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 18 February 2005.

Applicant

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Iluka Resources Limited

Location: Eucla Basin area—Approximately 70 km south-east of Ooldea.

Term: 1 year

Area in km²: 514

Ref.: 2004/00826

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Iluka Resources Limited

Location: Kalanbie area—Approximately 50 km north-west of Ceduna.

Term: 1 year

Area in km²: 1 441

Ref.: 2003/00239

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

MINING ACT 1971

NOTICE is hereby given in accordance with section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources Development proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Minotaur Operations Pty Ltd

Location: Culberta Bore area—Approximately 170 km north-east of Leigh Creek.

Term: 1 year

Area in km²: 183

Ref.: 2004/00823

Plan and co-ordinates can be found on the PIRSA Sarig website: <http://www.minerals.pir.sa.gov.au/sarig> or by phoning Mineral Tenements on (08) 8463 3103.

H. TYRTEOS, Mining Registrar

MOUNT GAMBIER CIRCUIT COURT

DISTRICT COURT OF SOUTH AUSTRALIA

Sheriff's Office, Adelaide, 22 February 2005

IN pursuance of a precept from the District Court to me directed, I do hereby give notice that the said Court will sit as a Court of Oyer and Terminer and General Gaol Delivery at the Courthouse at Mount Gambier on the day and time undermentioned and all parties bound to prosecute and give evidence and all jurors summoned and all others having business at the said Court are required to attend the sittings thereof and the order of such business will be unless a Judge otherwise orders as follows:

Monday, 7 March 2005 at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intention to plead guilty and the passing of sentences for all matters listed for disposition by the District Court.

Juries will be summoned for Tuesday, 8 March 2005 and persons will be tried on this and subsequent days of the sittings.

Prisoners in H.M. Gaol and on Bail for Sentence and for Trial at the Sittings of the Mount Gambier Courthouse, commencing Monday, 7 March 2005.

Birrell, Harley Nathan	Aggravated serious criminal trespass (residence occupied); common assault on person other than family member	On bail
Bowyer, Brent Trebanion	Indecent assault	On bail
Brockie, Waylon Christopher	Application for enforcement of a breached bond; common assault (2); property damage (3)	On bail
Brockie, Waylon Christopher	Application for enforcement of a breached bond; damaging property; trespass in place of residence knowing another present; larceny (4); use indecent or profane language audible from public place	On bail
Brown, Steven	Non-aggravated serious criminal trespass (place of residence); common assault on person other than family member (2)	On bail
Carrison, Gregory Allan	Indecent assault (2); unlawful sexual intercourse with a person under 12	On bail
Cooper, Jay Anthony	Aggravated serious criminal trespass (residence occupied); common assault on person other than family member (2)	On bail

Smith, Graham Bruce	Aggravated serious criminal trespass (residence occupied); common assault on person other than family member (2)	On bail
Geeves, Lyndon Scott	Robbery	In gaol
Golding, Edward Heath	Threatening to cause harm; threatening life (2); common assault; damaging property	On bail
Greaves, Jason Andrew	Aggravated robbery with offensive weapon	On bail
Hopgood, Mark Allan Brian	Non-aggravated serious criminal trespass (non-residential) (2); dishonestly take property without owner's consent (2)	On bail
H Kelly, Kevin John	Unlawful sexual intercourse	On bail
	Aggravated serious criminal trespass (not known if place occupied); dishonestly deal with property without owner's consent; damaging property	In gaol
Laurie, Michael Kevin Barry	Aggravated serious criminal trespass in a place of residence; assault occasioning actual bodily harm (3)	On bail
Hibberd, Kym Douglas	Aggravated serious criminal trespass in a place of residence; assault occasioning actual bodily harm (3)	On bail
Lindholm, Stephen Dean	Aggravated serious criminal trespass in a place of residence; assault occasioning actual bodily harm	On bail
Little, Allan James	Application for enforcement of a breached bond; aggravated serious criminal trespass in non-residential building (2); larceny (2)	On bail
Lynch, Ian Craig	Taking part in the manufacture of a drug of dependence	On bail
Oakroot, Anthony Michael	Aggravated serious criminal trespass (residence occupied); commit common assault (3)	In gaol
Palmrose, Neil Scott	Application for enforcement of a breached bond; aggravated serious criminal trespass (non-residential) (2); non-aggravated serious criminal trespass (non-residential)	On bail
P	Persistent sexual abuse; possessing child pornography	On bail
Redford, Kylie Louise	Assault occasioning actual bodily harm	On bail
Smith, Dwayne Peter	Aggravated serious criminal trespass (non-residential); dishonestly take property without owner's consent	On bail
Todd, Margaret Ann	Blackmail (5)	On bail
Gartside, Damian John	Blackmail (5)	On bail

Prisoners on bail must surrender at 10 a.m. of the day appointed for their respective trials. If they do not appear when called upon their recognizances and those of their bail will be estreated and a bench warrant will be issued forthwith.

By order of the Court,

M. A. STOKES, Sheriff

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2004

	\$		\$
Agents, Ceasing to Act as.....	35.50	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	23.60
Incorporation	18.10	Discontinuance Place of Business	23.60
Intention of Incorporation	44.75	Land—Real Property Act:	
Transfer of Properties	44.75	Intention to Sell, Notice of.....	44.75
Attorney, Appointment of.....	35.50	Lost Certificate of Title Notices	44.75
Bailiff's Sale.....	44.75	Cancellation, Notice of (Strata Plan)	44.75
Cemetery Curator Appointed.....	26.50	Mortgages:	
Companies:		Caveat Lodgment.....	18.10
Alteration to Constitution	35.50	Discharge of.....	19.00
Capital, Increase or Decrease of	44.75	Foreclosures.....	18.10
Ceasing to Carry on Business	26.50	Transfer of	18.10
Declaration of Dividend.....	26.50	Sublet.....	9.10
Incorporation	35.50	Leases—Application for Transfer (2 insertions) each	9.10
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each.....	26.50
First Name.....	26.50	Licensing.....	53.00
Each Subsequent Name.....	9.10	Municipal or District Councils:	
Meeting Final.....	29.75	Annual Financial Statement—Forms 1 and 2	499.00
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	354.00
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	70.50
First Name.....	35.50	Each Subsequent Name.....	9.10
Each Subsequent Name.....	9.10	Noxious Trade.....	26.50
Notices:		Partnership, Dissolution of	26.50
Call.....	44.75	Petitions (small).....	18.10
Change of Name	18.10	Registered Building Societies (from Registrar-	
Creditors.....	35.50	General).....	18.10
Creditors Compromise of Arrangement	35.50	Register of Unclaimed Moneys—First Name.....	26.50
Creditors (extraordinary resolution that 'the Com-		Each Subsequent Name	9.10
pany be wound up voluntarily and that a liquidator		Registers of Members—Three pages and over:	
be appointed').....	44.75	Rate per page (in 8pt)	226.00
Release of Liquidator—Application—Large Ad.....	70.50	Rate per page (in 6pt)	299.00
—Release Granted	44.75	Sale of Land by Public Auction.....	45.25
Receiver and Manager Appointed.....	41.25	Advertisements.....	2.50
Receiver and Manager Ceasing to Act	35.50	Advertisements, other than those listed are charged at \$2.50 per	
Restored Name.....	33.50	column line, tabular one-third extra.	
Petition to Supreme Court for Winding Up.....	62.00	Notices by Colleges, Universities, Corporations and District	
Summons in Action.....	53.00	Councils to be charged at \$2.50 per line.	
Order of Supreme Court for Winding Up Action.....	35.50	Where the notice inserted varies significantly in length from	
Register of Interests—Section 84 (1) Exempt.....	80.00	that which is usually published a charge of \$2.50 per column line	
Removal of Office.....	18.10	will be applied in lieu of advertisement rates listed.	
Proof of Debts.....	35.50	South Australian Government publications are sold on the	
Sales of Shares and Forfeiture.....	35.50	condition that they will not be reproduced without prior	
Estates:		permission from the Government Printer.	
Assigned	26.50		
Deceased Persons—Notice to Creditors, etc.....	44.75		
Each Subsequent Name.....	9.10		
Deceased Persons—Closed Estates.....	26.50		
Each Subsequent Estate.....	1.15		
Probate, Selling of	35.50		
Public Trustee, each Estate	9.10		

All the above prices include GST

GOVERNMENT GAZETTE NOTICES

ALL 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 **Government Publishing SA** 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: governmentgazette@saugov.sa.gov.au.* Send as attachments in Word format. Please include date the notice is to be published and to whom the notice will be charged. **The Government Gazette is available online at: www.governmentgazette.sa.gov.au.**

MISCELLANEOUS LEGISLATION AND GOVERNMENT PUBLICATIONS PRICES AS FROM 1 JULY 2004

Acts, Bills, Rules, Parliamentary Papers and Regulations					
Pages	Main	Amends	Pages	Main	Amends
1-16	2.15	0.95	497-512	30.25	29.00
17-32	2.90	1.80	513-528	31.25	29.90
33-48	3.80	2.70	529-544	32.00	31.00
49-64	4.75	3.65	545-560	33.00	32.00
65-80	5.60	4.60	561-576	33.75	33.00
81-96	6.50	5.40	577-592	34.75	33.50
97-112	7.40	6.30	593-608	35.75	34.50
113-128	8.30	7.25	609-624	36.50	35.50
129-144	9.35	8.25	625-640	37.25	36.10
145-160	10.20	9.10	641-656	38.25	37.20
161-176	11.20	10.00	657-672	38.75	38.00
177-192	12.00	11.00	673-688	40.50	38.80
193-208	13.00	11.90	689-704	41.25	39.90
209-224	13.80	12.70	705-720	41.75	41.00
225-240	14.70	13.60	721-736	43.50	41.50
241-257	15.70	14.30	737-752	44.00	42.90
258-272	16.60	15.30	753-768	45.00	43.40
273-288	17.50	16.40	769-784	45.50	44.70
289-304	18.30	17.20	785-800	46.50	45.60
305-320	19.30	18.20	801-816	47.25	46.00
321-336	20.10	19.00	817-832	48.25	47.25
337-352	21.20	20.00	833-848	49.25	48.00
353-368	22.00	21.00	849-864	50.00	48.80
369-384	22.90	21.90	865-880	51.00	50.00
385-400	23.80	22.70	881-896	51.50	50.50
401-416	23.70	23.50	897-912	53.00	51.50
417-432	25.75	24.50	913-928	53.50	53.00
433-448	26.60	25.50	929-944	54.50	53.50
449-464	27.50	26.25	945-960	55.50	54.00
465-480	28.00	27.25	961-976	56.50	55.00
481-496	29.25	28.00	977-992	57.50	56.00

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PETROLEUM ACT 2000

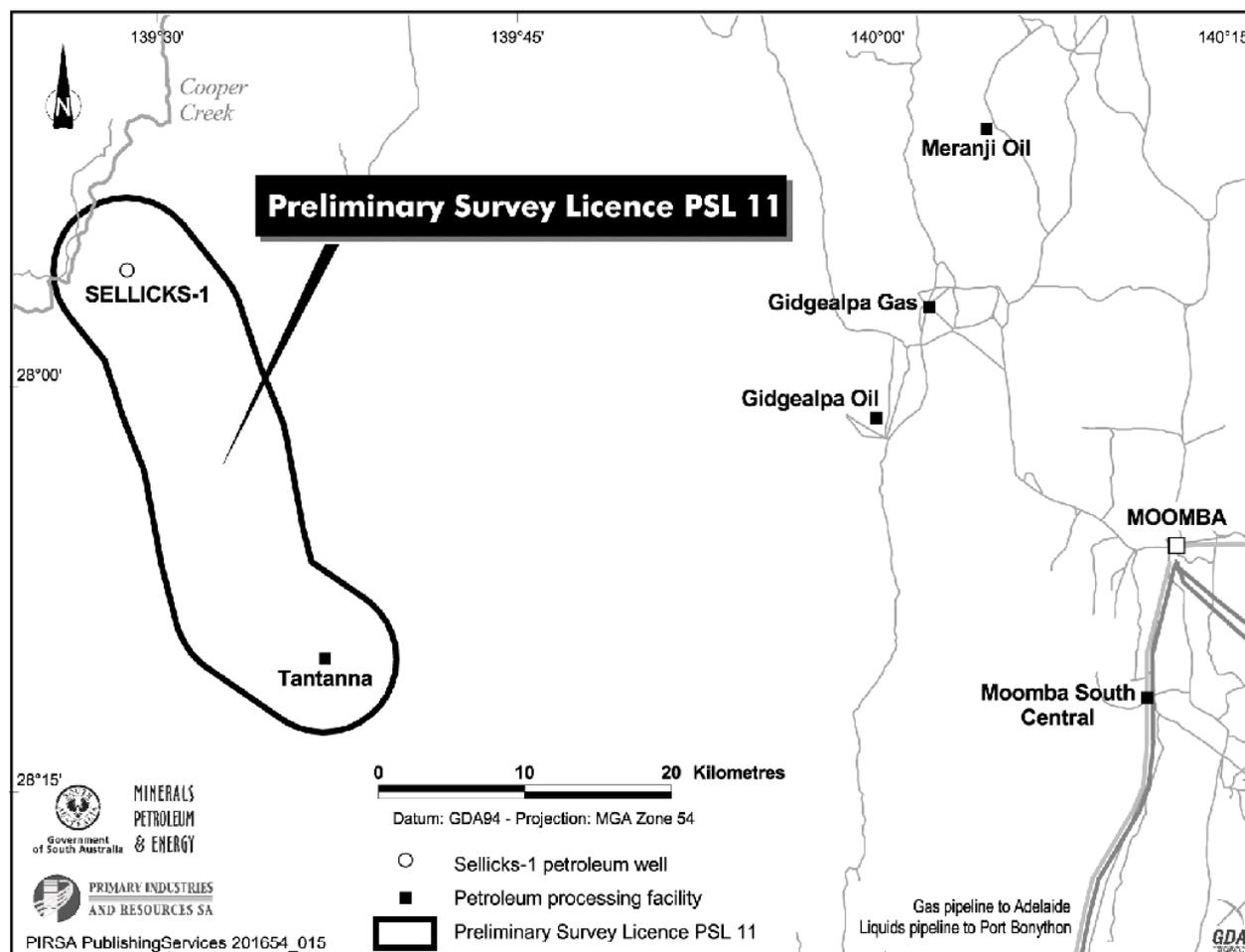
Renewal of Preliminary Survey Licence—PSL 11

NOTICE is hereby given that the undermentioned Preliminary Survey Licence has been renewed under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

No. of Licence	Licensees	Locality	Date of Expiry	Approx. Area in km ²	Reference
11	Beach Petroleum Ltd Cooper Energy NL	Sellicks #1 Well to Tantanna Oil Field	6 March 2006	389	27/2/254

General Description of Preliminary Survey Licence Area

Preliminary survey activities are authorised in a corridor which is approximately 10 km wide and 41 km in length with a total area of approximately 389 km² as shown on the attached plan.



Dated 15 February 2005.

B. A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

Surrender of Associated Facilities Licence—AFL 15

NOTICE is hereby given that I have accepted surrender of the abovementioned Associated Facilities Licence with effect from 1 April 2005, under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

No. of Licence	Licensees	Locality	Area in km ²	Reference
AFL 15	Beach Petroleum Limited Great Artesian Oil and Gas Limited	Cooper Basin of South Australia	0.62	27/02/307

Description of Area

All that part of the State of South Australia, bounded as follows: A 50 m buffer around line segments defined by the following pairs of co-ordinates (GDA94), adjacent to Petroleum Exploration Licence PEL 107.

From		To	
382264E	6882992N	382631E	6882388N
386695E	6881253N	387692E	6880582N
389167E	6879589N	390724E	6878524N
387247E	6881994N	388448E	6883981N

Dated 16 February 2005.

B. A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

Grant of Geothermal Exploration Licence—GEL 179

NOTICE is hereby given that the undermentioned Geothermal Exploration Licence has been granted under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

No. of Licence	Licensee	Locality	Area in km ²	Reference
GEL 179	MNGI Pty Ltd	Arrowie Basin of South Australia	500	27/02/302

Description of Area

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 29°31'00"S GDA94 and longitude 139°52'00"E GDA94, thence east to longitude 140°10'00"E GDA94, south to latitude 29°35'00"S GDA94, east to longitude 140°18'00"E GDA94, south to latitude 29°40'00"S GDA94, west to longitude 140°16'00"E GDA94, south to latitude 29°41'00"S GDA94, west to longitude 140°12'00"E GDA94, south to latitude 29°42'00"S GDA94, west to the western boundary of Lake Callabonna Fossil Reserve, thence generally north-easterly along the boundary of the said Reserve to latitude 29°32'00"S GDA94, west to longitude 139°52'00"E GDA94, and north to the point of commencement.

Area: 500 km² approximately.

Dated 17 February 2005.

B. A. GOLDSTEIN, Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 103

NOTICE is hereby given that under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, the conditions of the abovementioned Exploration Licence have been varied, with effect from 29 January 2005, as follows:

Condition 1 of the licence is omitted and the following substituted:

'1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to three exploratory operations are guaranteed and any subsequent licence year work program becomes guaranteed upon entry into that licence year. These exploratory operations shall include but not necessarily be limited to:

Year of Term of Licence	Minimum Work Requirements
One	4 wells; 200 km 2D Seismic Reprocessing; Geochemical Survey
Two	2 wells; 150 km 2D Seismic; 3D Seismic Acquisition
Three	3 wells
Four	2 wells; 100 km Seismic
Five	2 wells

This variation provides for one well originally programmed for Year 2 to be drilled in Year 3, which is now a guaranteed year. The revised work requirements as a result of this variation would not have altered the outcome of the original competitive tender process.

Dated 16 February 2005.

B. A. GOLDSTEIN, Director Petroleum Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 104

NOTICE is hereby given that under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, the conditions of the abovementioned Exploration Licence have been varied as follows:

Condition 1 of the licence is omitted and the following substituted:

'1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to three exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:

Year of Term of Licence	Minimum Work Requirements
One	Data Review; 250 km Seismic Reprocessing
Two	550 km Seismic Reprocessing
Three	2 wells; 120 km Seismic; 550 km Seismic Reprocessing

Year of Term of Licence	Minimum Work Requirements
Four	2 wells; 150 km Seismic; 200 km Seismic Reprocessing
Five	1 well

This variation provides for the well originally programmed for Year 2 to be drilled in Year 3 to enable optimal drilling target selection following interpretation of new seismic. The revised work requirements as a result of this variation would not have altered the outcome of the original competitive tender process.

Dated 15 February 2005.

B. A. GOLDSTEIN, Director Petroleum Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD PROCESS ORDER**

*Melville Street/Yorke Terrace, Yorketown
Deposited Plan 66574*

BY Road Process Order made on 13 October 2004, the District Council of Yorke Peninsula ordered that:

1. The whole of the public road situated at the intersection of Melville Street and Yorke Terrace and adjoining allotment 2 in Filed Plan 7215 and allotment 94 in Filed Plan 206712 more particularly delineated and lettered 'A', in Preliminary Plan No. 04/0039 be closed.

2. Sell the whole of the land subject to closure by public auction or tender.

On 17 February 2005 that order was confirmed by the Minister for Administrative 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 24 February 2005.

P. M. KENTISH, Surveyor-General

WILDERNESS PROTECTION ACT 1992

*Public Submissions on the Proposals to Proclaim Yellabinna
Wilderness Protection Area*

I, JOHN HILL, Minister for Environment and Conservation, hereby give notice that copies of public submissions made in response to proposals to proclaim Yellabinna Wilderness Protection Area are available for inspection or purchase at the Department for Environment and Heritage, Keswick Office, 1 Richmond Road, Keswick, S.A. 5035 (Phone: (08) 8124 4700), the Department for Environment and Heritage, Port Lincoln Office, 75 Liverpool Street, Port Lincoln, S.A. 5606 (Phone: (08) 8688 3111) and the Department for Environment and Heritage, Ceduna Office, 11 McKenzie Street, Ceduna, S.A. 5690 (Phone: (08) 8625 3144).

The submissions will be available for viewing from the date of this publication until 26 April 2005 (8 weeks from the date of publication).

JOHN HILL, Minister for Environment and Conservation

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
31031	Portion of section 353, Hundred of Yatala in the area named Hindmarsh, more particularly delineated as Allotment 61 in Filed Plan No. 45733	Lockleys Constructions Pty Ltd and Enn Ess Constructions Pty Ltd as Tenants in Common in equal parts	27 South Road, Hindmarsh, S.A. 5007	25 April 2005

Dated 24 February 2005, at the Lands Titles Registration Office, Adelaide.

J. ZACCARIA, Deputy Registrar-General

SHERIFF'S ACT 1978

Revocation of Appointments

I, MARK ANDREW STOKES, Sheriff of South Australia, hereby revoke as from the close of business on 14 February 2005, the appointments as a Deputy Sheriff made pursuant to section 6 (3) of the Sheriff's Act 1978, as amended, to the following persons so as to do all things just and proper, pursuant to the provisions of section 8 (a) of the Sheriff's Act 1978, as amended, with respect to the execution of civil process only, whilst performing duties within the Magistrates Court—Civil:

Burford, John Edwin
 Davis, Leanne Joy
 Davis, Tina Louise
 De Jager, Bjorn
 Fowler, Tina Joy
 Gray, Geoffrey David
 Haig, George
 Hawthorne, Lisa Marie
 Hefford, Shirley Dawn
 Hetzel, Sally Jessie
 Holland, Damien James
 Huie, Sylvia
 Japp, Coralie Joan
 Kennedy, Ian Thomas
 Leach, Kylie Beth
 MacDonald, James Ian
 Prosser, Christine Joan
 Rice, Graeme William
 Richardson, Shane Bruce
 Ryan, Paul Michael
 Steele, Stanley Lyster
 Washington, Judith Anne

M. A. STOKES, Sheriff of South Australia

South Australia

Stamp Duties (Miscellaneous) Amendment Act (Commencement) Proclamation 2005

1—Short title

This proclamation may be cited as the *Stamp Duties (Miscellaneous) Amendment Act (Commencement) Proclamation 2005*.

2—Commencement of Act

The *Stamp Duties (Miscellaneous) Amendment Act 2004* (No 41 of 2004), other than section 10(8) (which came into operation, by virtue of section 2(2) of that Act, on 4 November 2004), will come into operation on 24 February 2005.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 24 February 2005

T&F04/091CS

South Australia

Supreme Court Regulations 2005

under the *Supreme Court Act 1935*

Contents

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| 1 | Short title |
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| 3 | Interpretation |
| 4 | Definition of prescribed court (section 39) |
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1—Short title

These regulations may be cited as the *Supreme Court Regulations 2005*.

2—Commencement

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

3—Interpretation

In these regulations—

Act means the *Supreme Court Act 1935*.

4—Definition of prescribed court (section 39)

For the purposes of paragraph (d) of the definition of *prescribed court* in section 39(6) of the Act, the Residential Tenancies Tribunal is prescribed.

Note—

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

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 24 February 2005

No 10 of 2005

AGO0003/05CS

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CITY OF PORT ADELAIDE ENFIELD

Assignment of a Name for a Public Road

NOTICE is hereby given that the Council of the City of Port Adelaide Enfield at its meeting held on 8 February 2005 resolved that pursuant to section 219 (1) of the Local Government Act 1999, that a certain public road in the suburb of Ferryden Park be assigned a street name, as detailed below:

- Public road as marked 'A' in Plan 1 be assigned the street name Macdonald Street.

A plan that delineates the public road which has been assigned a street name, together with a copy of the Council's resolution is available for inspection at the Council's Principal Office, 163 St Vincent Street, Port Adelaide, S.A. 5015, during the hours of 9 a.m. and 5 p.m. on weekdays.

H. J. WIERDA City Manager

CITY OF PORT ADELAIDE ENFIELD

Declaration of a Nuclear Free Zone

NOTICE is hereby given that the Council of the City of Port Adelaide Enfield at its meeting held on 18 January 2005, resolved to declare its area a 'nuclear free zone'.

H. J. WIERDA, City Manager

CITY OF VICTOR HARBOR

Authorised Officers

NOTICE is hereby given that at a meeting of council held on 17 January 2005, council resolved to vary the list of Authorised Officers as follows:

Local Government Act 1999—

Delete: Timothy Paul Tol
Timothy Harrison
Fred Flemming

Add: Paul Raymond Emes

Development Act 1993—

Delete: Timothy Paul Tol
Timothy Harrison
Fred Flemming

Add: Paul Raymond Emes

Country Fires Act 1989 (Fire Prevention Officer)—

Delete: Graham Thomas Stephens
Add: Natasha Jean Sherrah

G. K. MAXWELL, City Manger

ALEXANDRINA COUNCIL

Declaration of Public Road

NOTICE is hereby given pursuant to section 303 of the Local Government Act 1934, that at its meeting held on 15 February 1999, the council declared that land used as road off Chapel Street, Strathalbyn abutting the following land parcels: Lot 1 of DP 24614, Lot 325 of FP 161888, Lot 4 of FP 139620, Lot 5 of FP 139621, Lot 93 of FP 171236, Lot 2 of FP 158866, Lot 323 of FP 161886, Lot 9 of FP 160981, Lot 2 of FP 157625, Lot 5 of FP 128536, Lot 374 of FP 161937, Lot 326 of FP 161889, Lot 322 of FP 161885, Lot 321 of FP 161884, Lot 381 of FP 161944 and including Lot 380 of FP 181943 and Lot 379 of FP 161942 to be public road.

J. L. COOMBE, Chief Executive

DISTRICT COUNCIL OF CLEVE

Exclusion of Land from Classification as Community Land

NOTICE is hereby given that at its meeting held on 11 February 2005, the council in accordance with section 193 (4) of the Local Government Act 1999, resolved that the land comprising of sections 155, 156, 157, 170, 171 and 172 in the Hundred of Yadnarie, Cleve, which are portions of land in Certificates of Title volume 5774, folio 968, and volume 5807, folio 70, be excluded from Classification as Community Land.

F. L. GILLINGS, Chief Executive Officer

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

Alexowitz, Angela, late of 66 Nelson Road, Valley View, of no occupation, who died on 20 November 2004.

Beare, Phyllis Elsie, late of 21 Foster Street, Parkside, widow, who died on 30 October 2004.

Beckmann, Jessie Edith, late of Hutchinson Street, Mount Gambier, retired clerical officer, who died on 15 November 2004.

Bruff, Maxine Audrey, late of 86 Oaklands Road, Glengowrie, of no occupation, who died on 19 December 2004.

Elliott, Olna Mary, late of 7 Kingston Avenue, Daw Park, home duties, who died on 11 December 2004.

Harper, Mildred Rubina May, late of 34 Molesworth Street, North Adelaide, of no occupation, who died on 13 December 2004.

Hoare, Priscilla May, late of 98 Military Road, Semaphore South, of no occupation, who died on 1 November 2004.

Hurley, Verna Jean, late of 34 Molesworth Street, North Adelaide, widow, who died on 19 December 2004.

Lovering, Dustin James, late of 41 Taworri Road, Fairview Park, bike mechanic, who died on 14 October 2003.

Moseley, Doris May, late of 25 Roopena Street, Ingle Farm, of no occupation, who died on 7 November 2004.

Robertson, Daphne Mavis, late of 13 Malpas Street, Rostrevor, of no occupation, who died on 28 July 2004.

Skuse, Mollie Kathleen, late of Grainger Road, Somerton Park, married woman, who died on 11 December 2004.

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 25 March 2005, 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 24 February 2005.

C. J. O'LOUGHLIN, Public Trustee

IN the matter of the estate of the undermentioned deceased person:

Brooks, Leon Lemuel, late of Currency Creek Road, Goolwa, retired farmer and grazier, who died on 11 January 2005.

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 above estate are directed to send full particulars and evidence of such claims to the undersigned on or before 25 March 2005, otherwise they will be excluded from the distribution of the estate and notice is also hereby given that all persons who are indebted to the above estate are required to pay the amount of their debt to the undersigned or proceedings will be taken for the recovery thereof and all persons having any property belonging to the said estate are forthwith to deliver the same to the undersigned.

Dated 24 February 2005.

ANZ EXECUTORS & TRUSTEE COMPANY LIMITED
(ACN 006 132 332), 530 Collins Street,
Melbourne, Vic. 3000.

IN the matter of the estate of the undermentioned deceased person:

Martinelli, Frederick, late of 38B Maxwell Avenue, Edwardstown, retired supervisor, who died on 20 December 2004.

Notice is hereby given pursuant to the Trustee Act 1936, as amended, the Inheritance (Family Provision) Act 1972-1975 and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the above estate are directed to send full particulars of such claims to the undersigned on or before 25 March 2005, 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 above estate are required to pay the amount of their debt to the undersigned or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estate are forthwith to deliver the same to the undersigned.

Dated 24 February 2005.

ANZ EXECUTORS & TRUSTEE COMPANY LIMITED
(ACN 006 132 332), 530 Collins Street,
Melbourne, Vic. 3000.

UNCLAIMED MONEYS ACT 1891

Register of Unclaimed Moneys held by R. M. Williams Holdings Pty Ltd (formerly R. M. Williams Holdings Limited)

Name and Address of Owner on Books	Total Amount Due to Owner \$	Description of Unclaimed Moneys	Cheque Date
Dulcie May Nicholls, 12 Lovell Avenue, Manningham, S.A. 5086.....	11.35	Ordinary Dividend No. 130	15.4.98
Lillian Mary Rickard, 4 Violet Grove, East Kew, Vic. 3102.....	22.80	Ordinary Dividend No. 130	15.4.98
Mary Francis Moroney, 8 Pine Avenue, North Glenelg, S.A. 5045.....	11.30	Ordinary Dividend No. 130	15.4.98
Winifred Joyce Byrnes, (Address Unknown).....	15.20	Ordinary Dividend No. 130	15.4.98
AKW Investments Pty Ltd, G.P.O. Box 4248, Sydney, N.S.W. 2001.....	50.50	Ordinary Dividend No. 131	25.11.98
Dulcie May Nicholls, 12 Lovell Avenue, Manningham, S.A. 5086.....	11.35	Ordinary Dividend No. 131	25.11.98
Lillian Mary Rickard, 4 Violet Grove, East Kew, Vic. 3102.....	22.80	Ordinary Dividend No. 131	25.11.98
Winifred Joyce Byrnes, (Address Unknown).....	15.20	Ordinary Dividend No. 131	25.11.98
Dyspo Pty Ltd, 37 Alta Street, Canterbury, Vic. 3126.....	250.00	Ordinary Dividend No. 131	25.11.98

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