



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 30 JUNE 2005

CONTENTS

	Page		Page
Acts Assented To.....	1946	Motor Vehicles Act 1959—Notices	2016
Adelaide Airport Ltd (AAL)—Notice	1949	National Electricity (South Australia) Act 1996— Notice	2016
Administrative Arrangements Act 1994—Notices	1947	National Parks and Wildlife Act 1972—Notices	2017
Appointments, Resignations, Etc.....	1946	Native Vegetation Regulations 2003—Notice.....	2017
Authorised Betting Operations Act 2000—Notice	1948	Natural Resources Management Act 2004—Notices	2017
Building Work Contractors Act 1995—Notices	1951	Nurses Board of South Australia—Notice.....	2062
Business Names Act 1996—Notice.....	1952	Parafield Airport Ltd—Notice.....	2061
Coroners Act 2003—Rules.....	2072	Petroleum Act 2000—Notices.....	2062
Corporations and District Councils—Notices.....	2085	Public Trustee Office—Administration of Estates	2089
Crown Lands Act 1929—Notice	1952	Renmark Irrigation Trust, The—Notice	2063
Development Act 1993—Notice	2002	Roads (Opening and Closing) Act 1991—Notice.....	2063
Education Act 1972—Notice.....	2002	Road Traffic Act 1961—Notices.....	2064
Electricity Act 1996—Notices.....	1953	Rules of Court	2080
Fisheries Act 1982—Notices.....	2002	Sale of Property.....	2089
Gas Act 1997—Notice	1978	South Australian Electricity Act 1996—Notice.....	1979
Geographical Names Act 1991—Notice	2005	South Australian Gas Act 1997—Notice.....	1967
Highways Act 1926—Notice.....	2006	Transport, Department of—Notice to Mariners.....	2063
Housing Improvement Act 1940—Notices.....	2007	Transport SA—Compulsory Third Party Insurance Premium Schedule	2082
Land and Business (Sale and Conveyancing) Act 1994— Notices.....	2010	Water Mains and Sewers—Mains Laid, Replaced, Etc.	2063
Liquor Licensing Act 1997—Notices.....	2010		

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, 30 June 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. 27 of 2005—Recreational Services (Limitation of Liability) (Miscellaneous) Amendment Act 2005. An Act to amend the Recreational Services (Limitation of Liability) Act 2002.

No. 28 of 2005—Statutes Amendment (Budget 2005) Act 2005. An Act to amend the Land Tax Act 1936 and the Stamp Duties Act 1923.

By command,

J. D. HILL, for Premier

DPC 02/0586

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Board of the Royal Zoological Society of South Australia Inc., pursuant to the provisions of the Associations Incorporation Act 1985:

Member: (from 1 July 2005 until 30 June 2007)
Kevin Paul McGuinness
Maria Toscano

By command,

J. D. HILL, for Premier

MEC 0048/05CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Dairy Authority of South Australia, pursuant to the provisions of the Dairy Industry Act 1992:

Member: (from 7 July 2005 until 31 December 2005)
Kenneth Smith
Valerie Anne Monaghan
Brian Griggs

Chairperson: (from 7 July 2005 until 31 December 2005)
Kenneth Smith

By command,

J. D. HILL, for Premier

MAFF 0020/05CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the Development Assessment Commission, pursuant to the provisions of the Development Act 1993:

Member: (from 1 July 2005 until 30 June 2006)
Michael John Llewellyn-Smith
Iris Iwanicki
Trevor Owen
Elizabeth Vines
Grant Pember
Donna Ferretti

Presiding Member: (from 1 July 2005 until 30 June 2006)
Michael John Llewellyn-Smith

Deputy Presiding Member: (from 1 July 2005 until 30 June 2006)
Iris Iwanicki

By command,

J. D. HILL, for Premier

MUDP 010/05CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the WorkCover Corporation Board of Management, pursuant to the provisions of the WorkCover Corporation Act 1994:

Member: (from 7 August 2005 until 6 August 2007)

Peter Vaughan
Barbara Rajkowska
Janet Giles
James Watson
Philip Roy Bentley
Sandra De Poi
Jane Anne Tongs
David Klingberg
Bruce James Carter

Chair: (from 7 August 2005 until 6 August 2007)

Bruce James Carter

By command,

J. D. HILL, for Premier

MIR-WKC 012/05CS

Department of the Premier and Cabinet
Adelaide, 30 June 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 4 July 2005 until 3 July 2008)
Catherine Marcella Cashen

Member: (from 12 July 2005 until 11 July 2008)
Gerard Noel Twohig

By command,

J. D. HILL, for Premier

OCBA 011/05CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint the undermentioned to the South Australian Aboriginal Housing Authority Board of Management, pursuant to the provisions of the Housing and Urban Development (Administrative Arrangements) (South Australian Aboriginal Housing Authority) Regulations 1998 made under the Housing and Urban Development (Administrative Arrangements) Act 1995:

Member: (from 1 July 2005 until 30 June 2006)
Klynton Wanganeen
Shereen Rankine
Henry James Rankine
Yami Lester
Elliott McNamara

Deputy Member: (from 1 July 2005 until 30 June 2006)
Cheryl Anne Axleby (Deputy to Wanganeen)
Victor Wayne Wilson (Deputy to S. Rankine)
Patricia Buckskin (Deputy to H. Rankine)
Michelle Warren (Deputy to Lester)

Presiding Member: (from 1 July 2005 until 30 June 2006)
Elliott McNamara

Deputy Presiding Member: (from 1 July 2005 until 30 June 2006)
Shereen Rankine

By command,

J. D. HILL, for Premier

MFC 0019/05CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Alan William Joseph Hutchings and Stephen Hamnett as part-time Commissioners of the Environment, Resources and Development Court of South Australia, and designate them as Commissioners for the purposes of the Court's jurisdiction under the Development Act 1993, from 1 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Ian Palmer Berriman, Robert Denyer Cheesman, Demetrius Photios Poupoulas and Peter Stanley Koukourou as part-time Commissioners of the Environment, Resources and Development Court of South Australia, and designate them as Commissioners for the purposes of the Court's jurisdiction under the Development Act 1993, from 2 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint David Blackburn and John Broughton Agnew, as part-time Commissioners of the Environment, Resources and Development Court of South Australia, and designate them as Commissioners for the purposes of the Court's jurisdiction under the Environment Protection Act 1993, from 2 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Joanne Louise Pfeiffer and Toni Fae Robinson as part-time Commissioners of the Environment, Resources and Development Court of South Australia, and designate them as Commissioners for the purposes of the Court's jurisdiction under the Irrigation Act 1994, from 2 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint David Gary Jericho, Douglas James Reuter and Carolyn Ireland as part-time Commissioners of the Environment, Resources and Development Court of South Australia, and designate them as Commissioners for the purposes of the Court's jurisdiction under the Natural Resources Management Act 2004, from 1 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Megan Mary Lewis as a part-time Commissioner of the Environment, Resources and Development Court of South Australia, and designate her as a Commissioner for the purposes of the Court's jurisdiction under the Environment Protection Act 1993 and the Natural Resources Management Act 2004, from 1 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Jennifer McKay, John Edward Botting and Judith Brine as part-time Commissioners of the Environment, Resources and Development Court of South Australia, and designate them as Commissioners for the purposes of the Court's jurisdiction under the Natural Resources Management Act 2004, from 2 July 2005 until 30 June 2008, pursuant to section 10 of the Environment, Resources and Development Court Act 1993.

By command,

J. D. HILL, for Premier

ATTG 0177/03CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint John Andrew Darley as a Commissioner of Charitable Funds for the period 11 July 2005 to 10 July 2008, pursuant to sections 5 and 6 of the Public Charities Funds Act 1935.

By command,

J. D. HILL, for Premier

MHEA-MGR 0005CS

Department of the Premier and Cabinet
Adelaide, 30 June 2005

HIS Excellency the Governor's Deputy in Executive Council has been pleased to appoint Anthony Ernest Schapel to the position of acting State Coroner for a term of three months commencing on 1 July 2005 and expiring on 30 September 2005, or upon appointment of a State Coroner, whichever occurs first, pursuant to section 4 of the Coroners Act 2003 and sections 14C and 36 of the Acts Interpretation Act 1915.

By command,

J. D. HILL, for Premier

ATTG 0091/03CS

ADMINISTRATIVE ARRANGEMENTS ACT 1994

Delegation by the Minister for the Arts

I, MIKE RANN, Minister for the Arts hereby delegate, pursuant to section 9 of the Administrative Arrangements Act 1994, all the powers and functions vested in me under the Adelaide Festival Centre Trust Act 1971, to the Minister Assisting the Premier in the Arts.

Dated 27 June 2005.

MIKE RANN, Minister for the Arts

ADMINISTRATIVE ARRANGEMENTS ACT 1994

PORT RIVER EXPRESSWAY PROJECT, SECTION 9—DELEGATION OF FUNCTIONS AND POWERS BY A MINISTER

Revocation of Delegation of Powers to the Minister for Infrastructure

I, PATRICK CONLON, Minister for Transport, hereby revoke the delegation to the Minister for Infrastructure dated 12 August 2004 of my power under section 39J of the Highways Act 1926, in relation to the Port River Expressway Project as defined in the Highways (Port River Expressway Project) Regulations 2004, to:

- fix, vary or revoke a toll for vehicular access to transport infrastructure forming part of the Port River Expressway Project;
- assign responsibility for collection of the toll; and
- grant or revoke an exemption in relation to tolls subject to such conditions as the Minister may deem fit.

Dated 7 June 2005.

P. CONLON, Minister for Transport

AUTHORISED BETTING OPERATIONS ACT 2000

Section 4 (1) (b)

Notice of Approval of Contingencies

NO. 4 OF 2005

INDEPENDENT GAMBLING AUTHORITY, by this notice, approves contingencies relating to sporting or other events within or outside Australia for the purposes of betting operations conducted under the major betting operations licence:

1. Citation

- (1) This notice may be cited as the Approved Contingencies (Additional Fixed Odds—SA TAB) Notice 2005.
- (2) This notice amends the notice dated 11 December 2001 published in the *Government Gazette* on 13 December 2001 at page 5549, in this notice called “the Principal Notice”.

2. Insertion of contingencies

- (1) In Item 1 of the Table in Division 1 of Part 2 of the Principal Notice, insert—

“	1.	All Approved Sports	Churchill Medal*, Last Scorer*, Premiership Points*, First Score*, Number of Home Wins for Round*, Half Time Margin*, Pole Position*”
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- (2) In Item 2 of the Table in Division 1 of Part 2 of the Principal Notice, insert—

“	2.	Australian Rules Football Games	Quarter Goals, Brownlow Medal, Number of Winning Votes”
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- (3) In Item 4 of the Table in Division 1 of Part 2 of the Principal Notice, insert—

“	4.	Golf Events	Number of Players Under Par, First Round Leader”
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- (4) In Item 5 of the Table in Division 1 of Part 2 of the Principal Notice, insert—

“	4.	Cricket Events	Number of Sixes, When Test Ends”
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- (5) After Item 1 of the Table in Division 2 of Part 2 of the Principal Notice, insert—

“	1A.	Winning Total	The contingency that the winner or winners of the Jockeys’ Challenge will achieve a specified score or score range.”
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3. Insertion of definitions

- (1) Insert, in the appropriate alphabetical sequence in the Principal Notice, the following definitions:

“‘*Churchill Medal*’ means the contingency that a specified player or Entrant will win the Churchill Medal for best on ground in the National Rugby League Grand Final.”

“‘*Last Scorer*’ means the contingency that a specified player or Entrant will score the last run, try, goal, point or equivalent during an Event.”

“‘*Premiership Points*’ means the contingency that a specified Entrant will accumulate a specified number of premiership points or a number of premiership points within a specified range during an Event.”

“‘*First Score*’ means the contingency that the first score in a specified portion of an Event will be of a particular type or category or made by a particular player or Entrant.”

“‘*Number of Home Wins for Round*’ means the contingency that a specified number of home teams or range of home teams being Entrants in an Event will win during a round or series of the Event.”

“‘*Half Time Margin*’ means the contingency that a specified Entrant(s) in an Event or round or series of an Event at a specified time is leading by a specified margin or the result at that time is a draw.”

“‘*Number of Sixes*’ means the contingency that a specified cricket player(s) or Entrant(s) will score a given number of sixes in an innings, game or series (or a discrete part thereof) or will score a number of sixes falling within a specified range.”

“‘*When Test Ends*’ means the contingency that a specified innings, game or series will end within a specified period of time.”

“‘*Pole Position*’ means the contingency that a specified Entrant will commence a specified Event in the first position (pole position) on the grid.”

“‘*Number of Players Under Par*’ means the contingency that a specified number of players in an Event will have a score under Par for a round, for a discrete part of a tournament, or for a tournament.”

“‘*First Round Leader*’ means the contingency that a specified Entrant has the lowest score at the completion of the first round or other specified period in an Event.”

“‘*Quarter Goals*’ means the contingency that a specified number of goals falling within a specified range will be scored during a specified quarter(s) in a specified Event.”

“‘*Brownlow Medal Number of Winning Votes*’ means the contingency that a specified player selected from a group of players nominated by the licensee, or that a specified team from a group of teams nominated by the licensee will receive a specified number of votes, or specified range of votes, or the greatest number of votes in the Australian Football League’s Brownlow Medal.”

4. Amendment of definitions

- (1) For the definition of Entrant that appears in the Principal Notice, substitute—

“‘*Entrant*’ means an individual entrant, competitor, player, team or thing (as the context requires) participating or entered in an Event.”

Dated 30 June 2005.

R. C. J. CHAPPELL, Secretary to the Independent Gambling Authority

ADELAIDE AIRPORT LTD (AAL)
SCHEDULE OF CHARGES Effective from 1st July 2005

THE PRICES SHOWN IN THIS SCHEDULE ARE INCLUSIVE OF GST

SERVICE	Applies to (see notes)	Charge Per Passenger	Charge per 1,000 kg MTOW (pro-rata) (Note 1)		
			(Note 3) Landing charge	(Note 3) Insurance charge	(Note 2) APS Security charge
INTERNATIONAL PASSENGER SERVICES					
International passenger air transport aircraft utilising AAL operated International Terminal.	(4) (9) (10)	\$12.12			
Insurance charge	(4) (9) (10)	\$0.18			
Security charge for passengers using the International Terminal – includes APS security, passenger screening and baggage screening.	(6) (9)	\$7.20			
Security screening of international transit passengers	(8) (9)	\$4.27			
DOMESTIC PASSENGER SERVICES					
Domestic Passenger air transport aircraft weighing more than 20,000 kg MTOW.	(5) (9) (10)	\$4.16			
OR			\$12.48	\$0.52	\$1.10
Insurance charge	(5) (9) (10)	\$0.18			
Domestic Passenger air transport aircraft weighing less than 20,000 kg MTOW			\$5.70	\$0.15	
APS Security for Domestic Passengers where the aircraft has been charged on a per passenger basis.	(6) (9)	\$0.81			
Common User Domestic Terminal charge	(5) (9)	\$2.37			
Checked bag screening in the Domestic Common User Terminal (commencing 1/1/2005)	(7) (9)	\$0.53			
DIVERSIONS					
Diversions from other airports for passenger air transport aircraft weighing more than 20,000 kg MTOW					
International passenger air transport aircraft			\$5.17		
Domestic passenger air transport aircraft			\$6.24		
GENERAL AVIATION					
Freight aircraft			\$5.70	\$0.15	\$1.10
Fixed wing aircraft not operating air transport services			\$5.70	\$0.15	\$1.10
Rotary wing aircraft and unpowered aircraft			\$2.63	\$0.07	
Parking charges: Parking charges apply to all general aviation aircraft parked longer than two hours in designated general aviation parking areas and aircraft will incur a charge of \$12.97 per day or any part of a day. Fixed base operators may apply for a contract rate for parking where the fixed base operator advises Adelaide Airport Limited of the aircraft type and registration of the aircraft that park for more than two hours on each consecutive day per month.					

Notes

- (1) **MTOW** = maximum take-off weight as specified by the manufacturer
 - (2) **APS security charge**: applies to all fixed wing aircraft weighing more than 20,000 kg MTOW.
 - (3) **Minimum charge**: a minimum charge of **\$34.80** applies to fixed wing aircraft and **\$17.40** for rotary wing aircraft inclusive of Insurance recovery.
 - (4) Applies to all arriving and departing passengers and excludes transit passengers, infants and positioning crew.
 - (5) Applies to all arriving, departing and transit passengers and excludes infants and positioning crew.
 - (6) Applies to departing passengers only and excludes infants and positioning crew.
 - (7) Applies to departing passengers and departing transit passengers and excludes infants and positioning crew.
 - (8) Applies to all transit passengers arriving from a port outside Australia.
 - (9) **Infants** are defined as less than 2 years old, not occupying a seat.
 - (10) AAL has introduced a growth incentive scheme which provides discount on passenger charges indicated above for airlines which exceed a target growth rate for the year. Details of this scheme are available to airlines on request.
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BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Jeanette Barnes, Acting Deputy Commissioner 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

Fausto Dametto, BLD 165266.

SCHEDULE 2

Domestic building work performed by the licensee for the construction of one single-storey dwelling with a separate free-standing garage for the licensee's own family home at 17 Esmond Street, Hyde Park.

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 24 June 2005.

J. BARNES, Acting Deputy Commissioner
for Consumer Affairs

Ref: 610/05-00037

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

Pimba Building Contractors Pty Ltd, BLD 120082.

SCHEDULE 2

Domestic building work performed by the licensee under a building work contract with the South Australian Aboriginal Housing Authority (AHA), involving the construction of two units (Contract No. CHP05710B) at Umuwa.

SCHEDULE 3

That the licensee must ensure that the building work contracts between the building company and the AHA include terms such that they abide by the following:

- regular inspection of site works;
- a signing-off program by qualified tradespersons;
- defects liability periods of 68 weeks; and
- increased retention moneys from 5% to 10%.

Dated 5 April 2005.

K. MAYWALD, Minister for Consumer Affairs

Ref: 610/05-00001

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

Pimba Building Contractors Pty Ltd, BLD 120082.

SCHEDULE 2

Domestic building work performed by the licensee under a building work contract with the South Australian Aboriginal Housing Authority (AHA), involving the construction of four units (Contract No. CHP05710A) at Umuwa.

SCHEDULE 3

That the licensee must ensure that the building work contracts between the building company and the AHA include terms such that they abide by the following:

- regular inspection of site works;
- signing-off program by qualified tradespersons;
- defects liability periods of 68 weeks; and
- increased retention moneys from 5% to 10%.

Dated 5 April 2005.

K. MAYWALD, Minister for Consumer Affairs

Ref: 610/05-00001

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Jeanette Barnes, Acting Deputy Commissioner 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

Pimba Building Contractors Pty Ltd, BLD 120082.

SCHEDULE 2

Domestic building work performed by the licensee under a building work contract with Anangu Pitjantjatjara (AP) Services, involving the construction of three houses, associated site work, and concrete raft footing for a fourth house at Mimili (Contract No. NS20-5D).

SCHEDULE 3

That the licensee must ensure that the building work contracts between the building company and AP Services include terms such that they abide by the following:

- regular inspection of site works;
- a signing-off program by qualified tradespersons/architects;
- an increased defects liability period of 52 weeks; and
- provision for money retention clause minimum of 5%.

Dated 24 June 2005.

J. BARNES, Acting Deputy Commissioner
for Consumer Affairs

Ref: 610/05-00001

BUILDING WORK CONTRACTORS ACT 1995

Exemption

TAKE notice that, pursuant to section 45 of the Building Work Contractors Act 1995, I, Jeanette Barnes, Acting Deputy Commissioner 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

Pimba Building Contractors Pty Ltd, BLD 120082.

SCHEDULE 2

Domestic building work performed by the licensee involving four units and carport at Umuwa for the Anangu Pitjantjatjara Land Council (Contract No. UMU103).

SCHEDULE 3

That the licensee must ensure that the building work contracts between the building company and the APY Land Council include terms such that they abide by the following:

- regular inspection of site works;
- a signing-off program by qualified tradespersons/architects;
- an increased defects liability period of 52 weeks; and
- provision for money retention clause minimum of 5%.

Dated 24 June 2005.

J. BARNES, Acting Deputy Commissioner
for Consumer Affairs

Ref: 610/05-00001

BUSINESS NAMES ACT 1996

Instrument of Direction

I, MICHAEL JOHN ATKINSON, Attorney-General in the State of South Australia, pursuant to section 8 (4) of the Business Names Act 1996, direct that the Corporate Affairs Commission may register the business name 'EnergyAustralia' that is the same as the name of a body corporate Energy Australia Pty Ltd, other than the statutory words, pursuant to the conditions shown in Schedule A of the document.

SCHEDULE A

- (a) That Energy Australia Pty Ltd (ABN 24 070 374 293) and Ipower Pty Ltd (ACN 111 267 228) undertake to remain the proprietors of the business name.

The direction is signed and dated by me on 20 June 2005.

M. J. ATKINSON, Attorney-General

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 Metropolitan Open Space System Reserve and declare that such land shall be under the care, control and management of the City of Onkaparinga, subject to the following condition: that no dealing with or development of the land will be undertaken without the prior approval of the Minister for Urban Development and Planning or his/her successor as the Minister responsible for the Planning and Development Fund.

The Schedule

Allotment 801 of Deposited Plan 66717, Hundred of Willunga, County of Adelaide, exclusive of all necessary roads, being the whole of the land comprised in Crown Record Volume 5943, Folio 52.

Dated 30 June 2005.

J. HILL, Minister for Environment and
Conservation

DEH 17/1672

ELECTRICITY ACT 1996
EA – IPR RETAIL PARTNERSHIP
Customer Sale Contract

PREAMBLE

Please note: 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 standard terms and conditions are published in accordance with section 36 of the South Australian *Electricity Act 1996* and will come into force on 1 July 2005. When in force these standard 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:

Energy Australia Pty Ltd (ABN 24 070 374 293) and **IPower Pty Ltd** (ACN 111 267 228) for and on behalf of the **EA-IPR Retail Partnership** (ABN 67 269 241 237), 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 bold 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?

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.

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.

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?

Our **price list** explains the conditions that need to be satisfied for each tariff and charge.

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

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.

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

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.

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.

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

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**.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 15 of this contract.

11.4 Difficulties in paying

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*.

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

We may recover from you any amount you have been undercharged.

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; or
- (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):

EA – IPR Retail Partnership
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 24, 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 24 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 24 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**

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.

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**;

“**date of receipt**” means, in relation to the receipt by you of a notice (including a **disconnection warning** given by us:

- (a) In the case where we hand the notice to you, the date we do so;
- (b) In the case where we send a notice by facsimile or by e-mail before 5pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) In the case where we leave the notice at your **supply address**, the date we do so;
- (d) In the case where we give the notice by post or, registered mail or lettergram, a date 2 **business days** after the date we sent the notice.

“**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**.

“**disconnection warning**” means a notice in writing issued in accordance with clause 9 of the **Energy Retail Code**;

“**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)**;

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

“**in-situ termination**” means a termination made where you are not vacating a **supply address**;

“**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** 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;

"**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*;

"**standing contract**" has the same meaning as is given to that term in the *Energy Retail Code*;

"**supply**" means the delivery of electricity;

"**supply address**" means:

- (a) the address for which you purchase electricity from us where there is only one **connection point** at that address; or
 - (b) where there is more than one **connection point** at that address, each **connection point** through which you purchase electricity from us.
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ELECTRICITY ACT 1996

EA-IPR Retail Partnership - Default Contract Prices

Pursuant to section 36AB of the Electricity Act 1996, the EA-IPR Retail Partnership has fixed the following default contract prices for the sale of electricity to its default customers in South Australia. This price list takes effect from the end of the period of 28 days from the date of publication of this notice.

Prices (GST inclusive)

Domestic Light/Power	<i>From 1 Jan to 31 Mar</i>		
	First 3.2877 kWh/day (c/kWh)	16.973	
	Next 7.6712 kWh/day	19.756	
	Thereafter (c/kWh)	20.988	
	Supply charge (c/day)	35.530	
	<i>From 1 Apr to 31 Dec</i>		
	First 3.2877 kWh/day (c/kWh)	16.973	
	Next 7.6712 kWh/day	17.644	
	Thereafter (c/kWh)	18.876	
	Supply charge (c/day)	35.530	
Charitable Institutions	For all consumption (c/kWh)	18.612	
	Supply charge (c/day)	35.530	
General Supply (Quarterly meter reads)	<i>From 1 Jan to 31 Mar</i>		
	For all consumption (c/kWh)	19.734	
	Supply charge	35.530	
	<i>From 1 Apr to 31 Dec</i>		
	For all consumption (c/kWh)	N/A	
	First 82.1918 kWh/day (c/kWh)	18.216	
	Thereafter (c/kWh)	17.545	
	Supply charge (c/day)	35.530	
	General Supply (Monthly meter reads)	<i>From 1 Jan to 31 Mar</i>	
		For all consumption (c/kWh)	19.679
Supply charge (c/day)		35.530	
<i>From 1 Apr to 31 Dec</i>			
For all consumption (c/kWh)		N/A	
First 82.1918 kWh/day (c/kWh)		18.161	
Thereafter (c/kWh)		17.479	
Supply charge (c/day)		35.530	
General Supply Time of Use (Quarterly meter reads)		<i>From 1 Jan to 31 Mar</i>	
		First 54.7945kWh/day (c/kWh)	24.090
	Thereafter (c/kWh)	21.890	
	Supply charge (c/day)	35.926	
	<i>From 1 Apr to 31 Dec</i>		
	First 54.7945 kWh/day (c/kWh)	23.034	
	Next 27.3973 kWh/day	20.834	
	Thereafter (c/kWh)	18.920	
	Supply charge (c/day)	35.926	
	Off Peak - For all consumption (c/kWh)	10.131	
General Supply Time of Use (Monthly meter reads)	<i>From 1 Jan to 31 Mar</i>		
	First 54.7945kWh/day (c/kWh)	24.024	
	Thereafter (c/kWh)	21.835	
	Supply charge (c/day)	35.926	
	<i>From 1 Apr to 31 Dec</i>		
	First 54.7945 kWh/day (c/kWh)	22.979	
	Next 27.3973 kWh/day (c/kWh)	20.790	
	Thereafter (c/kWh)	18.876	
	Supply charge (c/day)	35.926	
	Off Peak - For all consumption (c/kWh)	10.109	
Obsolete (Farm Tariff – TOU) (Quarterly meter reads)	First 54.7945 kWh/day (c/kWh)	21.472	
	Next 27.3973 kWh/day (c/kWh)	19.272	
	Thereafter (c/kWh)	18.524	
	Supply charge (c/day)	35.926	
	Off Peak – For all consumption (c/kWh)	10.131	

Obsolete (Farm Tariff – TOU) (Monthly meter reads)	First 54.7945 kWh/day (c/kWh)	21.395
	Next 27.3973 kWh/day (c/kWh)	19.206
	Thereafter (c/kWh)	18.469
	Supply charge (c/day)	35.926
	Off Peak – For all consumption (c/kWh)	10.109
Controlled Load – Off Peak	For all consumption (c/kWh)	7.491
	Supply charge (c/day)	8.371

Explanatory Notes:

1. The above tariffs are based on the Justifiable Retail Price Components set out in Part 3 of the Electricity Industry Guideline No. 10 issued by the Essential Services Commission of South Australia for the purposes of determining the default contract price.
 2. "N/A" means "Not applicable".
 3. "Domestic Light/Power" tariff is applicable to all residential consumption (excluding Controlled Load – Off Peak) in premises used wholly or principally as private residences.
 4. "Charitable Institutions" tariff 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*.
 5. "General Supply" and "General Supply Time of Use" tariffs are available only to non-residential customers.
 6. Monthly meter reading fees apply in addition to the "General Supply (Monthly Meter Read)" tariff, the "General Supply Time of Use (Monthly Meter Read)" tariff and the "Obsolete - Farm TOU (Monthly Meter Read)" tariff.
 7. "Controlled Load – Off Peak" tariffs are 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 with control by time switch or other means.
 8. Peak period is 0700 hours to 2100 hours from Monday to Friday (Central Standard Time). Off Peak period is all times other than peak period.
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SOUTH AUSTRALIAN GAS ACT 1997

EA – IPR RETAIL PARTNERSHIP

Customer Sale Contract

PREAMBLE

Please note: This contract is about the sale and supply of gas 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).

These standard terms and conditions are published in accordance with section 34 of the South Australian Gas Act 1997 and will come into force on 1 July 2005. When in force these standard 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:

Energy Australia Pty Ltd (ABN 24 070 374 293) and **IPower Pty Ltd** (ACN 111 267 228) for and on behalf of the **EA-IPR Retail Partnership** (ABN 67 269 241 237), 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 bold 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 section 34B of the **Gas Act**.

3.2 Default contracts

These terms and conditions apply to you (and as a consequence you will be deemed by section 34 of the **Gas 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 gas at that **supply address** after 2 August 2004 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 gas for that **supply address**.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 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 gas 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.

4.2 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 to the sale and supply of gas to you at your **supply address**. We agree to sell and supply gas to you at your **supply address** 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 Quality of Supply

5.2.1 Our obligations

We will use our **best endeavours** to supply gas to you in accordance with **applicable regulatory instruments**.

5.2.2 Explanation of change in quality of gas supply

We will provide you within 10 **business days** of your request an explanation of any change in the quality of gas outside of the allowed limits specified in **applicable regulatory instruments**.

5.2.3 Limitation on quality of supply obligations

Our obligation concerning the quality of gas supply is limited to the extent that:

- (a) the distribution system; or
- (b) the quality of gas supply to other customers,

is adversely affected by your action or equipment.

We will, at your request, provide you with advice on any facilities required to protect gas equipment.

5.3 Safety of supply

5.3.1 Our obligations

We will use our **best endeavours** to ensure that our actions do not interfere with the safe operation of the **distribution system**.

5.3.2 Right to information by a small customer

At your request we will provide advice on:

- (a) the facilities required to protect gas equipment; and
- (b) your use of **supply** so that it does not interfere with the **distribution system** or with **supply** to any other gas installation.

5.4 Reliability of Supply

5.4.1 Our obligations

We will use our **best endeavours** to provide a reliable supply of gas to you in accordance with **applicable regulatory instruments**.

5.4.2 Interruption of supply

Subject to this clause 5.3, we may interrupt your gas supply for maintenance or repair, for the installation of a new supply to another customer, in an emergency or for health and safety reasons.

Subject to the time frames set out in clause 12, we must give you reasonable notice before interrupting or limiting the gas supply to your **supply address**.

5.4.3 Unplanned interruption

In the case of an unplanned interruption, we will provide a 24 hour telephone service to enable you to ascertain details and the expected duration of your interruption.

5.4.4 Information on interruptions

At your request, we will give you an explanation for any unplanned maintenance and/or interruption to the supply of gas at your **supply address**.

6. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

There are no preconditions.

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 gas, 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 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 GAS AND OTHER SERVICES

9.1 What are our tariffs and charges?

Our current tariffs and charges for gas and other services are set out in the **price list**. Some of the tariffs and charges are regulated by law.

Other amounts relating to the sale of gas to you, including special meter readings, account application fees and fixed charges for special purpose gas sales will be separately itemised on your bill.

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?

Our **price list** explains the conditions that need to be satisfied for each tariff and charge.

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

We may only vary our tariffs and charges in accordance with the requirements of the **Gas Act** or other **applicable regulatory instruments** and any variation will be published on our website and in the *South Australian Government Gazette*.

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 for the sale and supply of gas 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 gas 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 Calculating the bill

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

- (a) the bill for gas sold and supplied 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**.

10.3 Estimating the gas usage

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 gas which was purchased from us at your **supply address** may be estimated.

When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of gas 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.

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.

10.4 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.

10.5 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 or 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

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**.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 15 of this contract.

11.4 Difficulties in paying

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*.

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. ACCESS TO YOUR SUPPLY ADDRESS

You must allow safe and convenient access to your **supply address** for the purposes of:

- (a) reading the meter;
- (b) connecting or disconnecting supply;
- (c) inspection, repair or testing of the gas installation at your **supply address**; or
- (d) maintenance of the distribution system.

We will give you at least 24 hours' notice of our intention to enter your **supply address** for the purposes of connecting or disconnecting supply or inspection, repair or testing of the gas installation.

We will give you at least 4 **business days'** notice of our intention to enter your **supply address** for the purposes of planned maintenance work.

13. OVERCHARGING AND UNDERCHARGING

13.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our 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:

- (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 gas from us at your **supply address**).

14.3 Business customers

If you are purchasing gas 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 gas 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.

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**.

15.3 Disconnection for emergencies

Despite any other provisions of this **customer sale contract**, we may disconnect or interrupt the supply of gas at your **supply address** in an emergency.

If we do disconnect or interrupt the supply of gas at your **supply address** due to an emergency, we will provide a 24 hour telephone service with information on the nature of the emergency and an estimate of when supply will be restored. We will also use our **best endeavours** to reconnect the supply of gas at your **supply address** as soon as possible.

15.4 Disconnection for maintenance

We may disconnect or interrupt the supply of gas at your **supply address** for planned maintenance on or augmentation to the distribution system.

If we do plan to disconnect or interrupt the supply of gas at your **supply address** for planned maintenance on or augmentation to the distribution system we will use our **best endeavours** to give you at least 4 **business days'** notice of that disconnection or interruption.

We will use our **best endeavours** to minimise interruptions and to restore supply of gas to your **supply address** as soon as practicable.

16. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your **supply address** and you pay to us all of our 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 3 **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 gas 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 purchasing gas from us or another **retailer** for that **supply address**.

18. USE OF GAS AND ILLEGAL USE

18.1 Use of gas

You must not:

- (a) allow gas 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 gas 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 **Gas 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 gas changes).

20. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with the **Gas Act**, provided the amendments satisfy the requirements of the *Energy Retail Code*, any special conditions to this contract and our licence. 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 gas 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 and supply of gas by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

EA-IPR Retail Partnership
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 24, 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 24 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 24 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.

25. **APPLICABLE LAW**

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.

The laws of South Australia govern this contract.

26. **LAST RESORT EVENT**

If we are no longer entitled under the **Gas Act** to sell gas to you due to a **last resort event** occurring in relation to us, we are be required by the *Energy Retail Code* to provide your name, billing address and **MIRN** to the gas entity appointed as the retailer of last resort under the **Gas 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**;

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

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

“**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 point**” means the agreed point of supply between your gas installation and the distribution system;

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

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

“**date of receipt**” means, in relation to the receipt by you of a notice (including a **disconnection warning**) given by us:

- (a) in the case where we hand the notice to you, the date we do so;
- (b) in the case where we send a notice by facsimile or by e-mail before 5pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where we leave the notice at your **supply address**, the date we do so;
- (d) in the case where we give the notice by post or, registered mail or lettergram, a date 2 **business days** after the date we sent the notice.

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

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

“**disconnection warning**” means a notice in writing issued in accordance with clause 9;

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

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

“**Gas Act**” means the *Gas Act 1997*;

“**in-situ termination**” means a termination made where you are not vacating a **supply address**;

“**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** or a **default contract**;

“**metering data**” has the meaning given that term in the *Retail Market Rules*;

“**MIRN**” means a Meter Installation Registration Number assigned to a metering installation at a gas **customer’s supply address**;

“**price list**” means our list of current tariffs and charges applying to you from time to time;

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

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

“**retailer**” means a person licensed under the **Gas Act** to sell and supply gas;

“**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*;

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

“supply address” means:

- (a) the address for which you purchase gas from us where there is only one **connection point** at that address; or
 - (b) where there is more than one **connection point** at that address, each **connection point** through which you purchase gas from us.
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GAS ACT 1997

EA-IPR Retail Partnership - Default Contract Prices

PURSUANT to section 34 B (3) (a) of the Gas Act 1997, notice is hereby given that the EA-IPR Retail Partnership fixes the default contract prices for the sale and supply of gas to its default customers in South Australia as being the price last fixed under the Act for gas standing contracts by the Essential Services Commission of South Australia.

This price list takes effect from the end of the period of 28 days from the date of publication of this notice.

SOUTH AUSTRALIAN ELECTRICITY ACT 1996**CONNECTION AND SUPPLY CONTRACT**

(Standard Form)

Please note: This contract sets out the terms on which we connect your supply address to our electricity distribution network, maintain that connection and supply your supply address with electricity. This contract does not deal with the sale of electricity to you at your supply address. The sale of electricity to you at your supply address is dealt with in a separate contract between you and your retailer.

These standard terms and conditions are published in accordance with section 36 of the South Australian Electricity Act 1996 (the "Act"). These standard terms and conditions will come into force on [insert date] and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

1. THE PARTIES

This contract is between:

Distribution Co (ABN [*]) of [address](referred to in this contract as **we, our, or us**);
and

You, the customer as defined in the Act and to whom this contract applies (referred to in this contract as **you or your**).

2. DEFINITIONS

Words appearing in bold type like **this** have the following meaning:

- billing cycle:*** means the period covered by each bill.
- 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 services:*** means:
- (a) either or both of the following:
 - (i) connecting your ***supply address*** to our distribution network; or
 - (ii) increasing the maximum capacity of any existing connection between your ***supply address*** and our distribution network; and
 - (b) maintaining our network to ensure that electricity will flow through our network to your ***supply address***.

Commission:	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> .
customer sale contract:	means the contract you have with your retailer for the sale of electricity to you at your supply address .
Distribution Code:	means the industry code issued by the Commission , relating to the connection to, and supply of electricity from, our distribution network.
price list:	means our list of current tariffs and charges applying to you from time to time.
supply address:	means the address at which we supply you with electricity.
supply point:	means each point at which your electrical installation is connected to our distribution network.
retailer:	means the person who is contracted to sell you electricity at your supply address .

3. DOES THIS CONTRACT APPLY TO YOU?

This document applies to you if your **supply address** is connected or becomes connected to our distribution network and, in either case, you have not agreed to different terms and conditions with us.

4. TERM OF THIS CONTRACT

4.1 *When does this contract start?*

If your **supply address** is already connected to our distribution network, this contract will start on the day this document comes into force, as stated above. This contract will take over our previous arrangement with you for **connection and supply services**.

If you apply for connection or commence using electricity at a new **supply address** after the day this document is published in the South Australian Government Gazette, this contract will start on the day your new **supply address** is connected to our distribution network, or, if your **supply address** is already connected, on the day on which you start using electricity at that new **supply address**.

4.2 When does this contract end?

This contract will come to an end on the day:

- (a) we disconnect your **supply address** under clause 13;
- (b) your **retailer** issues you with a final account and you have paid that amount, and you do not continue to buy electricity from another **retailer** for that **supply address**.

5. SCOPE OF THIS CONTRACT

5.1 What is not covered by this contract

This contract does not apply to the sale of electricity to you. This is covered in the **customer sale contract** between you and your **retailer**.

5.2 Services covered by this contract

The services we will provide under this contract are:

- (a) connection and supply services;
- (b) maintaining your connection to our distribution network;
- (c) other services set out in our price list.

In return you are required to pay the amounts due to us, which are billed by your **retailer**. You are also required to perform your other obligations under this contract.

5.3 Service Standards

We will meet the following service standards:

(a) Be on time for 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 pay you \$20 (including GST) and phone you to apologise.

(b) Connection of a new supply address

If we do not connect your new **supply address** within 6 **business days** after you meet the necessary pre-conditions, we will pay you \$50 (including GST) for each day we are late, up to a maximum of \$250 (including GST).

(c) Repair street lights

We aim to repair street lights which have gone out and for which we are responsible within 5 **business days** in the Adelaide metropolitan and CBD area, Whyalla, Mount Gambier, Mount Barker, Gawler, Stirling, Murray Bridge, Port Augusta, Willunga, Port Pirie and Port Lincoln, and 10 **business days** elsewhere, from the date on which the fault comes to our attention.

If you are the first person to report the faulty street light, we will pay you \$20 (including GST) for each period (5 or 10 **business days** as outlined above) in which the light is not repaired.

Our liability to pay you \$20 (including GST) for each period (5 or 10 **business days** as outlined above) in which a faulty street light is not repaired relates only to the first 40 faulty street light reports you make on any day.

(d) Minimise frequency and duration of supply interruptions

We will do our best to minimise the frequency and duration of supply interruptions to your **supply address**. We will make payments to you in accordance with the following tables if the frequency of interruptions or the duration of any single interruption exceed the thresholds set out in the same tables,

Thresholds and payment amounts – frequency of interruptions

	THRESHOLD 1	THRESHOLD 2	THRESHOLD 3
NO. OF INTERRUPTIONS IN A REGULATORY YEAR ENDING 30 JUNE	>9 and ≤12	>12 and ≤15	>15
PAYMENT	\$80	\$120	\$160

Thresholds and payment amounts –duration

	THRESHOLD 1	THRESHOLD 2	THRESHOLD 3
DURATION (HRS)	>12 and ≤15	>15 and ≤18	>18
PAYMENT	\$80	\$120	\$160

Notes: Payments in relation to the frequency of interruptions will be made in the quarter directly following the regulatory year (ending 30 June). Payments in relation to the duration of interruptions will be made within 3 months of the event occurring. Payments will be made in respect of the **supply address**, not the customer.

The above scheme excludes:

- interruptions caused by the following:
 - transmission and generation failures;
 - disconnection required in an emergency situation (eg. Bushfire);
 - single customer faults; and
- interruptions of a duration less than 30 seconds.

5.4 Quality and reliability of electricity supplied to your supply address

You should be aware that the quality and reliability of electricity supplied at your **supply address** may be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your **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 our network;
- (h) normal and operational switching by us, transmission companies and generator companies, or actions taken by the system controller; and
- (i) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions in the electricity supply 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 occur.

6. OUR LIABILITY

6.1 How this clause operates with the Trade Practices Act etc

The *Trade Practices Act 1974* 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.

We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.

6.2 *Our liability*

(A) *Less than 30MWh per annum*

If you purchase less than 30 MWh of electricity per annum at your **supply address** then, subject to clause 6.1, we are liable to you for any losses you suffer, including physical loss, consequential loss and loss of profits, due to:

- (i) problems in the quality of supply of electricity to your **supply address** (such as power surges and drops); and
- (ii) interruptions to or failures of the supply of electricity to your **supply address**,

and caused by our negligence or bad faith.

Our liability to you is limited to \$500,000 for all claims you make in relation to an event.

(B) *30MWh per annum or more*

If you purchase at least 30 MWh of electricity per annum at your **supply address**, then, subject to clause 6.1, we are liable to you only for any physical losses and damage you suffer and for personal injury (but no other loss), due to:

- (i) problems in the quality of supply of electricity to your **supply address** (such as power surges and drops); and
- (ii) interruptions to or failures of the supply of electricity to your **supply address**,

and caused by our negligence or bad faith.

Our liability to you is limited to \$1,000,000 for all claims you make in relation to an event.

6.3 *Immunity*

This clause 6 does not exclude the immunity provided by section 78 of the *National Electricity Law*.

7. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION

7.1 *Application*

When you apply for **connection and supply services** at your **supply address** we may require you to satisfy some pre-conditions, which are set out in the **Distribution Code**. We will explain any pre-conditions that may apply to you when you apply for connection.

7.2 *Pre-conditions to connection*

Our obligation to give you **connection and supply services** for your **supply address** does not start until you satisfy us that your **supply address** and your connection to our distribution network comply with the requirements set out in the **Distribution Code**.

8. WILL YOU HAVE TO PUT IN EXTRA EQUIPMENT?

8.1 *Requirements for extra equipment*

We may require you to install equipment (such as meters, service lines, sealing devices, transformers or switch gear) to enable your **supply address** to be supplied with electricity safely and efficiently.

We may impose these requirements when you apply to be connected to our distribution network or at any other time, whilst you are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse effects on the supply of electricity to other customers;
- (b) balance the load over the phases of your electricity supply;
- (c) help us locate and get to your metering equipment easily;
- (d) ensure that proper protective equipment is installed and used;
- (e) ensure that proper safety standards are observed.

We may also decide where and how overhead and underground cables are connected to your **supply address**, as well as how many **supply points** will be needed and where they will be situated.

In deciding whether to impose such requirements, we will take into account the requirements of the **Distribution Code**.

8.2 Distribution network - contribution towards cost

We may require you to contribute towards the cost of your electrical installation or extending or increasing the capacity of our distribution network, in circumstances and on terms set out in the **Distribution Code**.

8.3 Your right to choose who undertakes the work

If we require you to make a contribution under clause 8.2, we will offer to do the work or you may choose whether we or another suitable person undertakes such work, in the circumstances and on the terms set out in the **Distribution Code**.

9. PRICE FOR SERVICES PROVIDED

9.1 What are our tariffs and charges?

Our current tariffs and charges for the **connection and supply services** and other services are set out in the **price list** published from time to time. Some of the tariffs and charges are regulated by law.

9.2 Which tariff applies to you?

Our **price list** explains the conditions that need to be satisfied for each particular tariff.

If, at the time this contract is published in the Gazette, your **supply address** is already connected to our distribution network, the tariff and other charges currently applying to you for connection and other services at the **supply address** will continue to apply, until we inform you in accordance with clause 9.3.

If your **supply address** is not already connected to our distribution network, or you have changed your **supply address** at any time, the tariff and other charges applying to you will be as set out in our **price list**.

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.

We may determine the maximum demand, and vary that maximum demand, for your **supply address** in accordance with the **Distribution Code**.

9.3 Variations to the customer's tariffs and charges

We can vary the tariffs and charges in accordance with the Electricity Distribution Price Determination, and we will notify you of these changes. Where the Electricity Distribution Price Determination does not apply, we may vary our tariffs and charges by giving you at least 20 **business days'** prior notice.

If the conditions applying to your tariffs and charges change so that the previous tariffs and charges no longer apply to you, we can decide which tariffs and charges will apply.

9.4 Switching tariffs

You must tell us if your circumstances relating to your 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 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

Some of our tariffs and charges are regulated by the **Commission**. In some cases we can pass through to you certain taxes and other charges in accordance with the **Commission's** requirements. 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 the **price list** from time to time; and
- (b) the amounts specified in clause 5.3.

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.

If we are liable to make a payment to you under clause 6, the amount that we pay, including GST, will not exceed the liability caps stated in that clause.

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 Bills issued by the retailer

We will arrange with your **retailer** for one bill to be sent to you, covering what you owe under this contract and under your **customer sale contract** with your **retailer**. Your **customer sale contract** sets out how often these accounts are sent.

10.2 Paying your bill

The amount you must pay, the due date and the method of payment for the services we provide under this contract will be set out in the bill sent to you by your **retailer**.

When you have paid your **retailer** the amounts due under this contract, you are deemed to have discharged your obligations to us to pay that amount.

10.3 Late payments

If you do not pay your account on time, you may be required to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amounts.

10.4 Calculating the bill

The amounts you owe under this contract at the end of each **billing cycle** will be calculated based on:

- (a) information from reading your meter; or
- (b) as set out in our **price list**.

10.5 Estimating the electricity usage

If your meter is unable to be for any reason (for example, access to the meter cannot be gained, or the meter breaks down or is faulty), we can estimate how much electricity was supplied to your **supply address** by using other information (such as your previous bills or your electricity usage history).

If your meter is subsequently able to read, the bill will be adjusted for the difference between our estimate and the actual amount of electricity used, based on the reading of the meter.

If your meter was unable to read due to your actions, we may impose the charge in the **price list** for arranging for your meter to be read at a subsequent time.

11. OVERCHARGING AND UNDERCHARGING

11.1 Undercharging

We or your **retailer** on our behalf may recover from you any amount you have been undercharged.

If you are a customer that is covered by the Energy Retail Code, and you have been undercharged as a result of our error or the **retailer'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.

11.2 Overcharging

Where you have been overcharged, the **retailer** on our behalf, will inform you and follow the required procedures 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. Where the amount overcharged is more than \$100, and you have already paid that amount, we must repay the amount to you or to another person, as directed by you.

12. SECURITY DEPOSITS

12.1 *Retailer may hold deposits*

Normally, your *retailer* will hold one security deposit, which covers your obligations under this contract as well as your *customer sale contract*.

13. DISCONNECTION OF SUPPLY

13.1 *When can we disconnect your supply address?*

Subject to the requirements in the *Distribution Code*, we can arrange for the disconnection of your *supply address* if:

- (a) we receive a certificate from your *retailer* saying that all of the disconnection procedures in the Energy Retail Code (where it applies) and your *customer sale contract* have been complied with;
- (b) you use electricity illegally or breach clause 16.2;
- (c) in the circumstances set out in clause 15; or
- (d) we are entitled or required to do so under the *Distribution Code* or by law (such as in the case of an emergency or for health and safety reasons).

13.2 *At your request*

You may request us to disconnect your *supply address*, provided you have given us at least 3 *business days*' prior notice. This request must be made in writing, in person at one of our offices or by telephone.

13.3 *Comply with the Distribution Code*

Except where we are disconnecting your *supply address* at your *retailer's* request, we must comply with the provisions of the *Distribution Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

If the *Distribution Code* does not require special procedures to be followed before we disconnect your *supply address*, we may do so after giving you notice in writing.

14. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection and you pay all of our and your *retailer's* connection charges in advance, we will reconnect your *supply address*. We may refuse to, if we are allowed to do so under the *Distribution Code* (such as where the circumstance leading to the disconnection have not been fixed).

15. INTERRUPTIONS TO SUPPLY

15.1 *Interruption*

We may interrupt or limit the electricity supply to your **supply address** at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting or removing our equipment;
- (b) inspecting, testing, repairing or adjusting your equipment;
- (c) inspecting, testing, repairing or adjusting our electricity distribution network;
- (d) maintaining the safe and efficient operation of our electricity distribution network;
- (e) complying with the directions of the system controller; or
- (f) to deal with an emergency.

15.2 *Notice of interruption*

We must give you reasonable notice before interrupting or limiting the electricity supply to your **supply address** unless:

- (a) the interruption is for less than 15 minutes;
- (b) it is an emergency; or
- (c) the occupier of the **supply address** has agreed.

16. YOUR RESPONSIBILITIES

16.1 *What you are responsible for*

You are responsible for:

- (a) maintaining the electrical installation at your **supply address** in a safe condition;
- (b) ensuring that any changes to the electrical installation at your **supply address** are performed by an electrician lawfully permitted to do the work and that you keep a Certificate of Compliance issued in respect of any of the changes;
- (c) ensuring that the electrical installation at your **supply address** complies at all times with the requirements in the Schedule;
- (d) the protection of our equipment located at your **supply address**;
- (e) ensuring that any structures and vehicles are kept clear of our equipment;

- (f) ensuring a Notice of Alteration form is forwarded to us by you or your electrician when you change your electricity supply requirements by installing additional electrical appliances or equipment of capacity 2.5kW or greater;
- (g) seeking our approval prior to installing any additional appliances or equipment of capacity 5kW or greater, so that we can assess the ability of our network and your connection to the network to meet your additional requirements and advise you if any additional work is required and the associated costs (if any);
- (h) providing sufficient information to us, on request, so that we can calculate the electricity used by any unmetered loads that you have;
- (i) where information on your unmetered load has been provided to us, advising us whenever there is a change to this unmetered load; and
- (j) ensuring safe and convenient access for our electricity officers to your supply address for the purposes expressed in clause 17.1 of this Contract, and responding promptly to any request made by us regarding such access.

16.2 What you must not do

You must not:

- (a) allow electricity supplied by us to be used other than at the **supply address** and in accordance with this contract;
- (b) use at the **supply address** electricity supplied for use at another **supply address**;
- (c) sell electricity to any other person except in accordance with a licence issued by the **Commission** or with an exemption granted under the *Electricity Act 1996*;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow electricity supplied to the **supply address** to bypass the meter;
- (f) damage or interfere in any way with our equipment;
- (g) make a connection to our distribution network or increase the capacity of an existing **supply point**;
- (h) allow a person who is not an electrician lawfully permitted to do the work to perform any work on the electrical installation;
- (i) use, or cause to be used, electricity in a manner that:
 - (i) interferes with our distribution network

- (ii) interferes with the supply or quality of supply, to other customers; or
- (iii) causes damage or interference to any third party;
- (j) give us false information about which tariff and charges should apply to you;
- (k) use electricity supplied under a specific tariff for a purpose other than as contemplated by that tariff;
- (l) install appliances or equipment of capacity 5kW or greater without receiving our approval, to allow us to determine if additional works are required and the associated costs (if any); or
- (m) otherwise use electricity or tamper with your electrical installation in a way contemplated as improper or illegal under the ***Distribution Code***.

16.3 Illegal use

If you have breached clause 16.2 of this contact, we may, in accordance with the ***Distribution Code***:

- (a) estimate the amount of electricity so obtained and bill you for that amount; and
- (b) recover that amount from you, as well as costs and interest; and
- (c) disconnect your supply address immediately.

17. ACCESS TO YOUR SUPPLY ADDRESS

17.1 Access to electricity meters and equipment

We may enter and remain in your ***supply address*** to:

- (a) inspect electrical installations to ensure that it is safe to connect or reconnect electricity supply;
- (b) take action to prevent or minimise an electrical hazard;
- (c) investigate a suspected theft of electricity;
- (d) read or check the accuracy of the electricity meter;
- (e) examine electrical installations to determine load classifications;
- (f) install, repair, replace or remove electricity meters, control apparatus and other electrical installations; or
- (g) disconnect electricity supply for safety or non-payment reasons.

17.2 Who may enter and remain in your supply address

Only our electricity officers who are appointed in accordance with Part 4 of the *Electricity Act 1996* may enter into or remain on your **supply address** for the purposes set out in clause 17.1.

17.3 Authorities to be shown

You do not have to give access under clause 17.1 to someone who does not, when you ask:

- (a) identify himself or herself as one of our employees or agents; and
- (b) identify himself or herself as our electricity officer appointed in accordance with Part 4 of the *Electricity Act 1996*; and
- (c) produce a proper identity card issued by us.

17.4 Notice of access

We must give you reasonable notice before coming onto your **supply address** unless:

- (a) it is an emergency; or
- (b) an occupier of the **supply address** has agreed.

17.5 Hazards

Where your **supply address** contains a hazard, you must provide our authorised officers with safe access to your **supply address** including any necessary protective clothing.

18. VACATING A SUPPLY ADDRESS

You must give us or your **retailer** at least 3 **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 arrange for your meter to be read on the date specified in your notice (or as soon as possible after that date if you do not give access to your meter on that date) and for a final bill to be sent to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to your meter, you will be responsible for all electricity used at the **supply address** until we become aware that you have vacated your **supply address** and we arrange for your meter to be read.

19. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information you provide must be correct. 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 amend our contract with you at any time in accordance with section 36 of the *Electricity Act*, provided the amendments satisfy the requirements of the *Distribution Code* and our licence. Any amendment will take effect from the date referred to in the Gazette.

21. NOTICES

Unless this document or the *Distribution Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at your **supply address** 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.

In some cases, your **retailer** will send notices to you on our behalf.

22. PRIVACY AND CONFIDENTIALITY

22.1 Privacy of information

Subject to clause 22.2 of this contract we must keep 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 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 **retailer** to the extent that information is for the purposes of arranging and coordinating connection, disconnection, reconnection and billing.

23. QUERIES AND COMPLAINTS

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

[insert contact details]

24. FORCE MAJEURE

- (a) If but for this clause, either party would breach this connection and supply contract due to the occurrence of a force majeure event:
- (i) The obligations of the party under this contract, other than an 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
 - (ii) 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.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause will require a distributor or a customer to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by that distributor or a customer.
- (e) Nothing in this clause varies or excludes the operation of section 78 of the National Electricity Law.

25. APPLICABLE LAW

- (a) We, as your distributor, 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.

Schedule

Easement

If you have a maximum demand over 100kVA you must, if we are unable to continue to satisfy that maximum demand without installing a new distribution substation, provide an easement to us over your land for which a new distribution substation can be installed by us to satisfy that maximum demand.

Power Factor

Unless we otherwise agree, you must, at times of your monthly maximum demand, keep the power factor of your electrical installation within the relevant range set out in the table below and take all reasonable steps to maintain its power factor within the specified range at all other times.

SUPPLY VOLTAGE IN KV	POWER FACTOR RANGE FOR CUSTOMER MAXIMUM DEMAND AND VOLTAGE					
	Up to 100 kVA		Over 100 kVA – 2 MVA		Over 2MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
<6.6	0.80	0.80	0.85	0.80	0.90	0.85
6.6 - < 66	0.80	0.80	0.85	0.85	0.90	0.90
66 and above	As specified under Section S5.3.5 of the National Electricity Code					

Load Balance

Unless we agree otherwise, where you are receiving supply at high voltage, the current drawn on each phase must be balanced to within the limits stated in the table below.

Interference

You must ensure that any electromagnetic interference caused by your electrical installation or by any appliance connected to that electrical installation, is less than the limits set out in AS/NZS 2344. Should the limits be exceeded you must reduce the level below the limits set out in AS/NZS 2344 within 90 days.

Disturbing Loads

You must ensure that voltage disturbances caused by your electrical installation, or any of your appliances, do not result in voltage disturbances to other customers connected to the same point of supply with magnitudes and frequency of the resulting voltage disturbances greater than the limits in AS 6100.

Harmonic Limits

You must ensure that the permissible harmonic limits associated with your electrical installation do not exceed the values as stated in the table below.

VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGE LEVELS LESS THAN 66kV	
Category	Limit (%)
Individual Odd Harmonics	1.33%
Individual Even Harmonics	0.67%
Total Harmonic Distortion	1.67%
ODD HARMONIC VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGE LEVELS GREATER THAN OR EQUAL TO 66kV	
Harmonic Order (n)	Voltage Limit (%)
3	1.0
5	0.9
7	0.9
9	0.8
11	0.8
13	0.7
15	0.6
17	0.5
19	0.5
21	0.4
23	0.4
25	0.3
27-49	0.2
Total (odd + even)	1.5
EVEN HARMONIC VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGES GREATER THAN OR EQUAL TO 66kV	
Harmonic Order	Voltage Limit (%)
2	0.5
4	0.5
6	0.4
8	0.4
10	0.4
12	0.4
14	0.3
16	0.3
18	0.3
20-50	0.2
Total (odd + even)	1.5
VOLTAGE UNBALANCE FACTOR (%) FOR THREE PHASE SUPPLIES	
Time Period	Voltage Unbalance Factor (%)
Continuous	1.0
5 minutes	1.5
Instantaneous	3.0

AMENDMENT RECORD

EMC/04

Made by the Essential Services Commission on 21 July 2004.

SA Government Gazette, 29 July 2004.

Date of operation: 1 August 2004.

EMC/05

Made by the Essential Services Commission on XX.

SA Government Gazette, XX.

Date of operation: 1 July 2005

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2005

	\$		\$
Agents, Ceasing to Act as.....	36.50	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	24.30
Incorporation	18.60	Discontinuance Place of Business	24.30
Intention of Incorporation	46.00	Land—Real Property Act:	
Transfer of Properties	46.00	Intention to Sell, Notice of.....	46.00
Attorney, Appointment of.....	36.50	Lost Certificate of Title Notices	46.00
Bailiff's Sale.....	46.00	Cancellation, Notice of (Strata Plan)	46.00
Cemetery Curator Appointed.....	27.25	Mortgages:	
Companies:		Caveat Lodgment.....	18.60
Alteration to Constitution	36.50	Discharge of.....	19.50
Capital, Increase or Decrease of	46.00	Foreclosures.....	18.60
Ceasing to Carry on Business	27.25	Transfer of	18.60
Declaration of Dividend.....	27.25	Sublet.....	9.35
Incorporation	36.50	Leases—Application for Transfer (2 insertions) each	9.35
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17-32	3.00	1.85	513-528	32.00	30.75	
33-48	3.90	2.80	529-544	33.00	32.00	
49-64	4.90	3.75	545-560	34.00	33.00	
65-80	5.75	4.75	561-576	34.75	34.00	
81-96	6.70	5.55	577-592	35.75	34.50	
97-112	7.60	6.50	593-608	36.75	35.50	
113-128	8.55	7.45	609-624	37.50	36.50	
129-144	9.60	8.50	625-640	38.50	37.00	
145-160	10.50	9.35	641-656	39.50	38.50	
161-176	11.50	10.30	657-672	40.00	39.00	
177-192	12.40	11.30	673-688	41.75	40.00	
193-208	13.40	12.30	689-704	42.50	41.00	
209-224	14.20	13.10	705-720	43.00	42.00	
225-240	15.10	14.00	721-736	44.75	43.00	
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321-336	20.70	19.60	817-832	49.75	48.50	
337-352	21.80	20.60	833-848	50.75	49.50	
353-368	22.60	21.60	849-864	51.50	50.00	
369-384	23.60	22.50	865-880	52.50	51.50	
385-400	24.50	23.40	881-896	53.00	52.00	
401-416	25.50	24.20	897-912	54.50	53.00	
417-432	26.50	25.25	913-928	55.00	54.50	
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DEVELOPMENT ACT 1993, SECTION 25 (17): NORTHERN AREAS COUNCIL—GENERAL PLAN AMENDMENT

Preamble

1. The Development Plan amendment entitled 'Northern Areas Council—General' (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 25 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 30 June 2005.

P. HOLLOWAY, Minister for Urban Development and Planning

PLN 03/0244

249°T to the most northerly part of Billy Lights Point, thence along the high water mark to the point of commencement.

SCHEDULE 2

1. The exemption holder may only undertake fishing activity pursuant to this exemption when fishing from a registered boat that is endorsed on Licence No. M255.

2. The exempted activity may only be undertaken using a pilchard net with a maximum depth of 80 m.

3. The exemption holder must comply with all conditions of Licence No. M255 whilst engaged in the exempted activity.

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

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

EDUCATION ACT 1972

Dissolution of School Councils and Former School Names and Establishment of New Governing Council and New School Names

ON 28 April 2005, pursuant to section 85 (1) of the Education Act 1972, the Minister for Education and Children's Services approved:

1. The dissolution of the school councils of the Penneshaw Area School, Kingscote Area School and Parndana Area School and the formal establishment of the Kangaroo Island (KI) Community Education Governing Council.

2. The formal establishment of the entity—Kangaroo Island (KI) Community Education (KICE).

3. The renaming of the individual schools—Penneshaw Area School, Kingscote Area School and Parndana Area School to Penneshaw Campus (of KICE), Kingscote Campus (of KICE) and Parndana Campus (of KICE) consecutively.

Dated 20 June 2005.

J. D. LOMAX-SMITH, Minister for Education and Children's Services

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Terrence Bryant, P.O. Box 2073, Port Lincoln, S.A. 5607, holder of Licence No. M285, or a registered master endorsed on that licence, (the 'exemption holder'), is exempt from clause 30 of Schedule 1 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holder may use a pilchard net for the purposes of trade or business in the waters described in Schedule 1 (the 'exempted activity'), subject to the conditions set out in Schedule 2, from 30 June 2005 until 30 June 2006, unless varied or revoked earlier.

SCHEDULE 1

- Waters of Coffin Bay northerly of the geodesic 34°31' (Point Longnose).
- Waters adjacent to Port Lincoln contained within the geodesic from Point Bolingbroke, (latitude 34°32.51'S and longitude 136°05.33'E), to Cape Donington (latitude 34°43.73'S and longitude 135°59.63'E), excluding those waters adjacent to Port Lincoln bounded as follows commencing at a point at the high water mark at the shore end of the North Shields jetty, thence in a generally east-south-east direction to Maria Point on Boston Island, thence following the high water mark in a southerly direction to the light at Point Fanny, thence in a direction of 249°T to the most northerly part of Billy Lights Point, thence along the high water mark to the point of commencement.

SCHEDULE 2

1. The exemption holder may only undertake fishing activity pursuant to this exemption when fishing from a registered boat that is endorsed on Licence No. M285.

2. The exempted activity may only be undertaken using a pilchard net with a maximum depth of 80 m.

3. The exemption holder must comply with all conditions of Licence No. M285 whilst engaged in the exempted activity.

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

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Stanislav Lukin, P.O. Box 2073, Port Lincoln, S.A. 5607, holder of Licence No. M255, or a registered master endorsed on that licence, (the 'exemption holder'), is exempt from clause 30 of Schedule 1 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holder may use a pilchard net for the purposes of trade or business in the waters described in Schedule 1 (the 'exempted activity'), subject to the conditions set out in Schedule 2, from 30 June 2005 until 30 June 2006, unless varied or revoked earlier.

SCHEDULE 1

- Waters of Coffin Bay northerly of the geodesic 34°31' (Point Longnose).
- Waters adjacent to Port Lincoln contained within the geodesic from Point Bolingbroke, (latitude 34°32.51'S and longitude 136°05.33'E), to Cape Donington (latitude 34°43.73'S and longitude 135°59.63'E), excluding those waters adjacent to Port Lincoln bounded as follows commencing at a point at the high water mark at the shore end of the North Shields jetty, thence in a generally east-south-east direction to Maria Point on Boston Island, thence following the high water mark in a southerly direction to the light at Point Fanny, thence in a direction of

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Joseph Puglisi, Box 1891, Port Lincoln, S.A. 5607, holder of Licence No. M429, or a registered master endorsed on that licence, (the 'exemption holder'), is exempt from clause 30 of Schedule 1 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holder may use a pilchard net for the purposes of trade or business in the waters described in Schedule 1 (the 'exempted activity'), subject to the conditions set out in Schedule 2, from 30 June 2005 until 30 June 2006, unless varied or revoked earlier.

SCHEDULE 1

- Waters of Coffin Bay northerly of the geodesic 34°31' (Point Longnose).
- Waters adjacent to Port Lincoln contained within the geodesic from Point Bolingbroke, (latitude 34°32.51'S and longitude 136°05.33'E), to Cape Donington (latitude 34°43.73'S and longitude 135°59.63'E), excluding those waters adjacent to Port Lincoln bounded as follows commencing at a point at the high water mark at the shore end of the North Shields jetty, thence in a generally east-south-east direction to Maria Point on Boston Island, thence following the high water mark in a southerly direction to the light at Point Fanny, thence in a direction of 249°T to the most northerly part of Billy Lights Point, thence along the high water mark to the point of commencement.

SCHEDULE 2

1. The exemption holder may only undertake fishing activity pursuant to this exemption when fishing from a registered boat that is endorsed on Licence No. M429.

2. The exempted activity may only be undertaken using a pilchard net with a maximum depth of 80 m.

3. The exemption holder must comply with all conditions of Licence No. M429 whilst engaged in the exempted activity.

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

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Zorica Lukin, P.O. Box 2073, Port Lincoln, S.A. 5607 or a registered master endorsed on Marine Scalefish Fishery Licence No. M324 (the 'exemption holder') is exempt from section 34 of the Fisheries Act 1982, insofar as the exemption holder shall not be guilty of an offence when taking red bait (*Emmelichthys nitidus*) and mackerel (*Trachurus declivis*, *T. symmetricus*, *T. novaezelandiae* and *Scomber australasicus*) for the purpose of trade or business in the waters described in Schedule 1 (the 'exempted activity') subject to the conditions contained in Schedule 2.

SCHEDULE 1

Waters adjacent to South Australia extending out to three nautical miles, excluding State internal waters.

SCHEDULE 2

1. The exempted activity may be undertaken from 1 July 2005 until 30 June 2006, unless this notice is revoked earlier.

2. This exemption is valid only in respect of the fishing boat *Violet* (the 'permitted boat') and only while that boat is registered and endorsed on the exemption holder's Marine Scalefish Fishery Licence No. M324.

3. The exempted activity may only be undertaken using a registered pilchard net that is endorsed on Marine Scalefish Fishery Licence No. M324 and is being used pursuant to that licence and the conditions of that licence.

4. The exempted activity must not be undertaken in waters less than 10 m in depth.

5. The exempted activity may only be undertaken using one pilchard net at any one time.

6. While engaged in the exempted activity the exemption holder must not use any other registered devices endorsed on Marine Scalefish Fishery Licence No. M324.

7. The exemption holder must provide a separate statistical catch and effort written report, clearly marked with catches of redbait and mackerel (*Emmelichthys nitidus*, *Trachurus declivis*, *T. symmetricus*, *T. novaezelandiae* and *Scomber australasicus*) (including zero returns if no fish have been taken during that calendar month) for each calendar month. The report must be submitted within 15 days of the completion of each calendar month. This report is to include the following information:

- Dates of fishing activity.
- Exact locations of fishing activity.
- Total weight of fish collected.
- Mean size of fish collected.
- Weight and use of any fish sold.
- Any other information as requested from time to time by the Director of Fisheries.

8. The exemption holder must notify the PIRSA Fisheries Compliance Unit on 1800 065 522 prior to conducting the exempted activity and provide the following information:

- the intended area of conducting the exempted activity; and
- the place and time of departure and landing.

9. While engaged in the exempted activity the exemption holder must have in his possession a copy of this notice, and produce that notice to a PIRSA Fisheries Compliance Officer upon request.

10. The exemption holder 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 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Lakkana Boonmajaroen, P.O. Box 2013, Port Lincoln, S.A. 5607 or a registered master endorsed on Marine Scalefish Fishery Licence No. M172 (the 'exemption holder') is exempt from section 34 of the Fisheries Act 1982, insofar as the exemption holder shall not be guilty of an offence when taking red bait (*Emmelichthys nitidus*) for the purpose of trade or business in the waters described in Schedule 1 (the 'exempted activity') subject to the conditions contained in Schedule 2.

SCHEDULE 1

Waters adjacent to South Australia extending out to three nautical miles, excluding State internal waters.

SCHEDULE 2

1. The exempted activity may be undertaken from 1 July 2005 until 30 June 2006, unless this notice is revoked earlier.

2. This exemption is valid only in respect of the fishing boat *Seatas 3* (the 'permitted boat') and only while that boat is registered and endorsed on the exemption holder's Marine Scalefish Fishery Licence No. M172.

3. The exempted activity may only be undertaken using a registered pilchard net that is endorsed on Marine Scalefish Fishery Licence No. M172 and is being used pursuant to that licence and the conditions of that licence.

4. The exempted activity must not be undertaken in waters less than 10 m in depth.

5. The exempted activity may only be undertaken using one pilchard net at any one time.

6. While engaged in the exempted activity the exemption holder must not use any other registered devices endorsed on Marine Scalefish Fishery Licence No. M172.

7. The exemption holder must provide a separate statistical catch and effort written report, clearly marked with catches of redbait (*Emmelichthys nitidus*) (including zero returns if no fish have been taken during that calendar month) for each calendar month. The report must be submitted within 15 days of the completion of each calendar month. This report is to include the following information:

- Dates of fishing activity.
- Exact locations of fishing activity.
- Total weight of fish collected.
- Mean size of fish collected.
- Weight and use of any fish sold.
- Any other information as requested from time to time by the Director of Fisheries.

8. The exemption holder must notify the PIRSA Fisheries Compliance Unit on 1800 065 522 prior to conducting the exempted activity and provide the following information:

- the intended area of conducting the exempted activity; and
- the place and time of departure and landing.

9. While engaged in the exempted activity the exemption holder must have in his possession a copy of this notice, and produce that notice to a PIRSA Fisheries Compliance Officer upon request.

10. The exemption holder 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 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that, pursuant to section 59 of the Fisheries Act 1982, Elida Sarin, P.O. Box 1073, Port Lincoln, S.A. 5607 or a registered master endorsed on Marine Scalefish Fishery Licence No. M329 (the 'exemption holder') is exempt from section 34 of the Fisheries Act 1982, insofar as the exemption holder shall not be guilty of an offence when taking red bait (*Emmelichthys nitidus*) and mackerel (*Trachurus declivis*, *T. symmetricus*, *T. novaezelandiae* and *Scomber australasicus*) for the purpose of trade or business in the waters described in Schedule 1 (the 'exempted activity') subject to the conditions contained in Schedule 2.

SCHEDULE 1

Waters adjacent to South Australia extending out to three nautical miles, excluding State internal waters.

Schedule 2

1. The exempted activity may be undertaken from 1 July 2005 until 30 June 2006, unless this notice is revoked earlier.

2. This exemption is valid only in respect of the fishing boat *Appolo's* (the 'permitted boat') and only while that boat is registered and endorsed on the exemption holder's Marine Scalefish Fishery Licence No. M329.

3. The exempted activity may only be undertaken using a registered pilchard net that is endorsed on Marine Scalefish Fishery Licence No. M329 and is being used pursuant to that licence and the conditions of that licence.

4. The exempted activity must not be undertaken in waters less than 10 m in depth.

5. The exempted activity may only be undertaken using one pilchard net at any one time.

6. While engaged in the exempted activity the exemption holder must not use any other registered devices endorsed on Marine Scalefish Fishery Licence No. M329.

7. The exemption holder must provide a separate statistical catch and effort written report, clearly marked with catches of redbait (*Emmelichthys nitidus*) and mackerel (*Trachurus declivis*, *T. symmetricus*, *T. novaezelandiae* and *Scomber australasicus*) (including zero returns if no fish have been taken during that calendar month) for each calendar month. The report must be submitted within 15 days of the completion of each calendar month. This report is to include the following information:

- Dates of fishing activity.
- Exact locations of fishing activity.
- Total weight of fish collected.
- Mean size of fish collected.
- Weight and use of any fish sold.
- Any other information as requested from time to time by the Director of Fisheries.

8. The exemption holder must notify the PIRSA Fisheries Compliance Unit on 1800 065 522 prior to conducting the exempted activity and provide the following information:

- the intended area of conducting the exempted activity; and
- the place and time of departure and landing.

9. While engaged in the exempted activity the exemption holder must have in his possession a copy of this notice, and produce that notice to a PIRSA Fisheries Compliance Officer upon request.

10. The exemption holder 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 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Brendan Sheehy, P.O. Box 2073, Port Lincoln, S.A. 5607, holder of Licence No. M274, or a registered master endorsed on that licence, (the 'exemption holder'), is exempt from clause 30 of Schedule 1 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holder may use a pilchard net for the purposes of trade or business in the waters described in Schedule 1 (the 'exempted activity'), subject to the conditions set out in Schedule 2, from 30 June 2005 until 30 June 2006, unless varied or revoked earlier.

SCHEDULE 1

- Waters of Coffin Bay northerly of the geodesic 34(31' (Point Longnose)
- Waters adjacent to Port Lincoln contained within the geodesic from Point Bolingbroke, (latitude 34°32.51'S and longitude 136°05.33'E), to Cape Donington (latitude 34°43.73'S and longitude 135°59.63'E), excluding those waters adjacent to Port Lincoln bounded as follows commencing at a point at the high water mark at the shore end of the North Shields jetty, thence in a generally east-south-east direction to Maria Point on Boston Island, thence following the high water mark in a southerly direction to the light at Point Fanny, thence in a direction of 249°T to the most northerly part of Billy Lights Point, thence along the high water mark to the point of commencement.

SCHEDULE 2

1. The exemption holder may only undertake fishing activity pursuant to this exemption when fishing from a registered boat that is endorsed on Licence No. M274.

2. The exempted activity may only be undertaken using a pilchard net with a maximum depth of 80 m.

3. The exemption holder must comply with all conditions of Licence No. M274 whilst engaged in the exempted activity.

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

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Zorica Lukin, P.O. Box 2073, Port Lincoln, S.A. 5607, holder of Licence No. M324, or a registered master endorsed on that licence, (the 'exemption holder'), is exempt from clause 30 of Schedule 1 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holder may use a pilchard net for the purposes of trade or business in the waters described in Schedule 1 (the 'exempted activity'), subject to the conditions set out in Schedule 2, from 30 June 2005 until 30 June 2006, unless varied or revoked earlier.

SCHEDULE 1

- Waters of Coffin Bay northerly of the geodesic 34°31' (Point Longnose).
- Waters adjacent to Port Lincoln contained within the geodesic from Point Bolingbroke, (latitude 34°32.51'S and longitude 136°05.33'E), to Cape Donington (latitude 34°43.73'S and longitude 135°59.63'E), excluding those waters adjacent to Port Lincoln bounded as follows commencing at a point at the high water mark at the shore end of the North Shields jetty, thence in a generally east-south-east direction to Maria Point on Boston Island, thence following the high water mark in a southerly direction to the light at Point Fanny, thence in a direction of 249°T to the most northerly part of Billy Lights Point, thence along the high water mark to the point of commencement.

SCHEDULE 2

1. The exemption holder may only undertake fishing activity pursuant to this exemption when fishing from a registered boat that is endorsed on Licence No. M324.

2. The exempted activity may only be undertaken using a pilchard net with a maximum depth of 80 m.

3. The exemption holder must comply with all conditions of Licence No. M324 whilst engaged in the exempted activity.

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

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, the holder of Southern Zone Rock Lobster Fishery Licence No. S015, being the estate of T. W. Baker (the 'exemption holder'), is exempt from regulations 8 (4a) and 14 (1) (a) (ii) the Fisheries (Scheme of Management—Rock Lobster Fisheries) Regulations 1991, but only insofar as the exemption holder may have less than 40 pot entitlements endorsed on Licence No. S015 and the licence may be renewed with that pot entitlement, subject to the conditions specified in Schedule 1, from the date of gazettal of this notice until 31 December 2005, unless varied or revoked earlier.

SCHEDULE 1

1. The rock lobster pot entitlement endorsed on the licence must not be less than 34 pots.

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, Robert Chirgwin, 9 Seaview Road, Kingscote, S.A. 5223, holder of Marine Scalefish Fishery Licence No. M039 (the 'exemption holder'), is exempt from the provisions of section 41 of the Fisheries Act 1982, Regulation 7 and Schedule 6 of the Fisheries (General) Regulations 2000, but only insofar as the exemption holder shall not be guilty of an offence when taking undersized fish of the species cockles (*Katelysia* spp.) (the 'exempted activity'), within those waters specified in Schedule 1, subject to the conditions specified in Schedule 2, from 1 July 2005 until 30 June 2006, unless varied or revoked earlier.

SCHEDULE 1

The waters in the vicinity of Kingscote bounded as follows commencing at a point at high water mark at Cape Rouge, latitude 35°35'52"S longitude 137°37'32"E, then along the geodesic (190°T), to a point at high water mark on the south coast on the Bay of Shoals, latitude 35°38'18"S longitude 137°37'05"E, then following the line of high water mark in a generally easterly and southerly direction to a point at high water mark at the landward end of the Kingscote jetty, latitude 35°39'15"S longitude 137°38'32"E, then along the geodesic (133°T) for a distance of 2.3 nautical miles to position latitude 35°40'32"S longitude 137°41'00"E, then along the geodesic (033°T) for a distance of 2.1 nautical miles to a position latitude 35°38'50"S longitude 137°42'15"E, then along the geodesic (325°T) to a point at high water mark on Marsden Point, latitude 35°33'55"S longitude 137°38'07"E, then following the line of high water mark in a generally southerly direction back to the point of commencement.

SCHEDULE 2

1. Any fish taken by the exemption holder pursuant to this notice must be not less than 27 mm in length measured at the greatest dimension.

2. Any fish taken by the exemption holder pursuant to this notice must be used for bait only and must not be sold.

3. The exemption holder must include all cockles taken pursuant to this exemption on the monthly catch and effort summary provided to the South Australian Research and Development Institute (SARDI).

4. While engaged in the exempted activity, the exemption holder must have in his possession, a copy of this notice and produce a copy of the notice if requested by a PIRSA Fisheries Compliance Officer.

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

Dated 27 June 2005.

W. ZACHARIN, Director of Fisheries

GEOGRAPHICAL NAMES ACT 1991

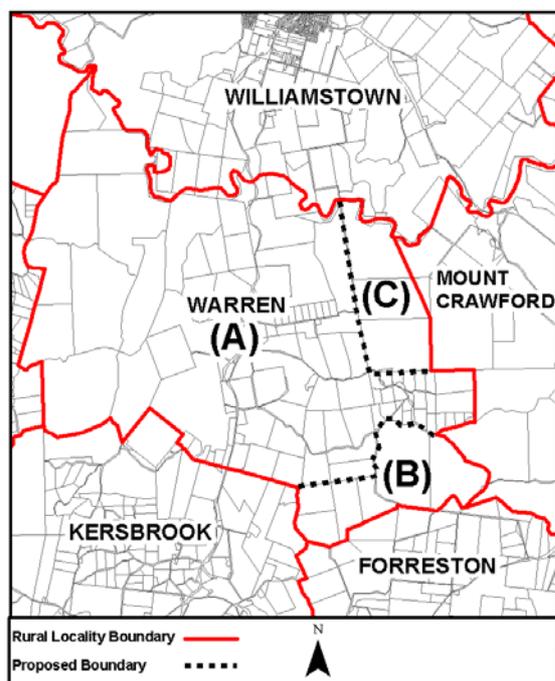
FOR PUBLIC CONSULTATION

Notice of Intention to alter the Name of a Place

NOTICE is hereby given pursuant to the provisions of the above Act, that the Minister for Administrative Services seeks public comment on a proposal to:

- Exclude from WARREN and include into KERSBROOK the Area marked (A) on the plan below.
- Exclude from WARREN and include into FORRESTON the Area marked (B) on the plan below.
- Exclude from WARREN and include into MOUNT CRAWFORD the Area marked (C) on the plan below.

THE PLAN



Submissions in writing regarding this proposal may be lodged with the Secretary, Geographical Names Advisory Committee, G.P.O. Box 1354, Adelaide, S.A. 5001 within one month of the publication of this notice.

Dated 6 June 2005.

P. M. KENTISH, Surveyor-General, Department for Administrative and Information Services

DAIS 22-413/04/0019

HIGHWAYS ACT 1926

PORT RIVER EXPRESSWAY PROJECT, PART 3A—AUTHORISED TRANSPORT INFRASTRUCTURE PROJECTS

Revocation of Existing Approvals and Authorisations

I, PATRICK CONLON, Minister for Transport, hereby revoke the existing approvals, authorisations and delegations under Part 3A of the Highways Act 1926 ('the Act') in favour of the South Australian Infrastructure Corporation as the project authority for the Port River Expressway Project under the Highways (Port River Expressway Project) Regulations 2004, dated 12 April 2004 as appears in the *Government Gazette* 19 August 2004.

Approvals and Authorisations

I, Patrick Conlon, Minister for Transport, make the following approvals, authorisations and delegations under Part 3A of the Highways Act 1926 ('the Act') in favour of the Commissioner of Highways as project authority for the Port River Expressway Project under the Highways (Port River Expressway Project) Regulations 2004.

Section 39C(4)—approval for the project authority to delegate its powers

I approve the Commissioner of Highways, as project authority for the Port River Expressway Project, delegating his powers and functions under the Act to any party contracted to the Commissioner in relation to the Port River Expressway Project.

Section 39C(5)—approval for the project authority to allow subdelegation of its powers by a delegate

I approve the Commissioner of Highways, as project authority for the Port River Expressway Project, allowing further delegation of his powers under the Act by a delegate to any employee of that delegate.

Section 39G(1)—authorisation for the project authority to close roads temporarily

I authorise the Commissioner of Highways, as project authority for the Port River Expressway Project, to close a road temporarily.

Section 39G(2)—authorisation for the project authority to close or limit the use of government railway lines temporarily

I authorise the Commissioner of Highways, as project authority for the Port River Expressway Project, to close or limit the use of the following particular government railway line temporarily:

- (a) the rail corridor between Francis Street and Eastern Parade, Port Adelaide; and
- (b) (following their transfer from the Australian Rail Track Corporation to the Crown):
 - (i) the rail corridor between Signal 1456 (Glanville Station) and Signal 3 (Birkenhead); and
 - (ii) the rail corridor between Signal 14 (Gillman Junction) and Signal 1155 (Port Adelaide Junction).

Section 39H(1)—authorisation for the project authority to obstruct navigation temporarily

I authorise the Commissioner of Highways, as project authority for the Port River Expressway Project, to obstruct navigation temporarily over that area of the Port River bounded by bold black lines in the plans (Figures 2 and 3) in Schedule 2 of the Highways (Port River Expressway Project) Regulations 2004.

These approvals and authorisations may be revoked or varied at any time by further instrument in writing.

Dated 7 June 2005.

P. CONLON, Minister for Transport

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 following 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	
10 Power Street, Adelaide	Allotment 649 of portion of Town Acre 579, Hundred of Adelaide	5772	335	21.12.72, page 2736
113 Gibson Street, Bowden	Allotment 51 of portion of section 354, Hundred of Yatala	5857	900	7.7.94, page 21
26 Jersey Avenue, Brahma Lodge	Allotment 181 in Deposited Plan 6881, Hundred of Yatala	5238	128	30.10.03, page 3902
15 McKinlay Street, Elizabeth Downs	Allotment 240 in Deposited Plan 7073, Hundred of Munno Para	5266	712	28.4.05, page 1012
184 Woodford Road, Elizabeth North	Allotment 790 in Deposited Plan 6447, Hundred of Munno Para	5263	489	24.10.02, page 3892
17 Third Avenue, Forestville	Allotment 38 of portion of section 7, Hundred of Adelaide	5277	157	25.5.95, page 2206
45 First Avenue, Forestville	Allotment 237 in Filed Plan 9319, Hundred of Adelaide	5224	987	30.10.03, page 3902
20 Avenue Road, Frewville	Allotment 201 in Deposited Plan 42131, Hundred of Adelaide	5260	858	25.5.95, page 2206
28A Adelaide Road, Gawler	Allotment 2 of portion of section 3, Hundred of Mudla Wirra	5254	966	26.5.77, page 1552
47 Devon Street South, Goodwood	Common Property Primary Community Plan 6626, Hundred of Adelaide	5901	259	26.6.86, page 1640
6 Mallen Street, Hilton	Allotment 32 in Deposited Plan 2574, Hundred of Adelaide	5549	682	29.8.02, page 3220
Detached timber-frame building known as 'The Shack' at 45 Fourth Avenue, Klemzig (also known as Lot 100, Curyer Street)	Allotment 100 of portion of Block 270, Hundred of Yatala	5478	942	28.3.96, page 1794
Besser Block dwelling on Lot 34, Main North Road (also known as Lot 34B, Campania Road) Kudla	Allotment 34 of portion of section 3190 in Deposited Plan 6327, Hundred of Munno Para	5475	874	28.11.96, page 1755
Flat 1/175 O.G. Road, Marden	Allotment 6 of section 284 in Filed Plan 122533, Hundred of Adelaide	5215	665	30.11.89, page 1635
10 Clifton Street, Millswood	Allotment 119 of portion of section 223, Hundred of Adelaide	5883	775	11.8.77, page 374
10 Second Avenue, Moana	Allotment 274 in Deposited Plan 3752, Hundred of Willunga	5463	415	27.10.77, page 1314
27 Powell Street, Mount Gambier	Allotment 3 of portion of section 368, Hundred of Blanche	5389	523	24.6.93, page 2152
15 Kitchener Street, Netherby	Allotment 149 of portion of section 249 in Filed Plan 9, Hundred of Adelaide	5254	172	24.6.93, page 2152
Flat at rear of 98 Fullarton Road (also known as Flat at rear 2 William Street) Norwood	Allotment 23 of section 261, Hundred of Adelaide	5522	904	24.10.74, page 2846
14 Willis Street, Norwood	Allotment 2 of section 261, Hundred of Adelaide	5080	196	28.3.85, page 935
11 Rose Street, Ottoway	Allotment 88 in Deposited Plan 1348, Hundred of Port Adelaide	5155	571	27.6.02, page 2710
14 Liston Street, Parkside	Allotment 75 of portion of section 240, Hundred of Adelaide	5725	612	28.8.75, page 1253
Lot 4, Spring Gully Road, Piccadilly	Allotment 4 of portion of section 1117, Hundred of Onkaparinga	5672	413	15.9.77, page 773
7 Edward Street, Port Wakefield	Allotment 56 in the Township of Wakefield, Hundred of Inkerman	5848	329	30.9.93, page 1370
58 Breaker Street, St Morris	Allotment 80 of part section 302, Hundred of Adelaide	5700	552	30.3.95, page 1142
Flat 1/49 Gage Street, St Morris	Allotment 46 of the subdivision of portion of section 302, Hundred of Adelaide	5775	294	28.9.89, page 968
Flat 2/49 Gage Street, St Morris	Allotment 46 of the subdivision of portion of section 302, Hundred of Adelaide	5775	294	28.9.89, page 968
45 Winchester Street, St Peters	Allotment 11 in Filed Plan 135962, Hundred of Adelaide	5937	648	24.2.05, page 523
13 Tilbrook Crescent, South Brighton	Allotment 172 in Deposited Plan 2932, Hundred of Noarlunga	5133	796	30.3.00, page 1908
23 Bright Street, Willaston	Allotment 91 of portion of section 1 in Filed Plan 208311, Hundred of Mudla Wirra	5484	347	24.4.69, page 1181

Dated at Adelaide, 30 June 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, 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		
29 Howard Street, Beulah Park	Allotment 50 of portion of section 288	5163	832	26.3.92, page 946	67.00
7 Goldfinch Avenue, Cowandilla	Allotment 13 in Deposited Plan 2503, Hundred of Adelaide	5258	844	26.8.04, page 3365	155.00
40 Blight Street, Davoren Park	Allotment 6 in Deposited Plan 38779, Hundred of Munno Para	5169	149	25.7.02, page 2936	105.00
20 Daniel Street, Elizabeth Park	Allotment 412 in Deposited Plan 6663, Hundred of Munno Para	5860	500	28.4.05, page 1012	105.00
59 Main Street, Eastwood	Allotment 201 of portion of section 254, Hundred of Adelaide	5452	565	9.10.69, page 1244	172.00
20 Seventh Street, Gawler	Allotment 95 of portion of section 3, Hundred of Mudla Wirra	5772	776	29.7.76, page 296	140.00
54 Eighth Street, Gawler	Allotment 37 of portion of section 3, Hundred of Mudla Wirra	5697	29	29.5.69, page 1632	130.00
10 Grace Street, Goodwood	Allotment 8 in Filed Plan 1340, Hundred of Adelaide	5514	178	29.11.01, page 5222	175.00
49 Devon Street South, Goodwood	Allotment 3 of portion of section 7, Hundred of Adelaide	5901	257	14.8.86, page 547	231.00
57 Clare Road, Kapunda	Allotment 93 of portion of section 1479, Filed Plan 162263, Hundred of Kapunda	5303	437	25.6.81, page 2006	120.00
45 Farnham Street, Keswick	Allotment 55 of portion of section 45, Hundred of Adelaide	5438	104	24.10.74, page 2846	185.00
257 Marion Road, Marleston	Allotment 72 of portion of section 90, Hundred of Adelaide	5743	393	29.4.93, page 1555	190.00
Section 255, Hundred of Minlacowie, Minlaton	Section 255, Hundred of Minlacowie in area named Minlaton	5792	235	26.8.04, page 3365	86.00
12 Welbourne Street, Mitcham	Allotment 32 of portion of section 248 of Filed Plan 15742, Hundred of Adelaide	5218	700	11.1.96, page 110	165.00
17 Cairns Street, Norwood	Allotments 4 and 10 in Deposited Plan 2120, Hundred of Adelaide	5874	434	6.11.75, page 2407	306.00
29 Fuller Street, Parkside	Allotment 513 in Filed Plan 14934, Hundred of Adelaide	5223	246	24.4.97, page 1622	170.00
102 Mead Street, Peterhead	Allotment 10 of portion of section 1084, Hundred of Port Adelaide	5372	857	23.12.93, page 3049	150.00
9 Lawhill Road, Port Victoria	Allotment 98 in the Town of Port Victoria, Hundred of Wauraltee	5221	972	28.4.05, page 1012	115.00
9 Stirrup Street, Saddleworth	Allotment 481 in Filed Plan 168610, Hundred of Saddleworth	5545	812	30.10.03, page 3902	115.00
	Allotment 482 in Filed Plan 168611, Hundred of Saddleworth	5545	813		
34 Fourth Street, Snowtown	Allotment 48, Township 210101, Hundred of Barunga	5820	88	29.7.93, page 716	40.00
16 Cashel Street, St Marys	Allotments 290 and 291 in Deposited Plan 3829, Hundred of Adelaide	5139	160	28.4.05, page 1012	150.00

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		
53 Opey Avenue, Unley	Allotment 50 of portion of section 237, Hundred of Adelaide	5830	543	20.10.77, page 1231	50.00
44 Smith Street, Wallaroo	Allotment 47 of portion of section 15, Hundred of Wallaroo	5824	868	29.6.95, page 3061	85.00
7 Prince Street, Wallaroo (formerly Flat 1/7 Prince Street—now one house with Flat 2)	Allotment 1 of portion of section 20, Hundred of Wallaroo	5796	436	14.12.89, page 1783	160.00
12 High Street, Wirrabara (also known as Lot 153, First Street)	Allotment 153 in Filed Plan 20184 of portion of allotment 112, Hundred of Appila	5078	753	23.12.92, page 2295	96.00

Dated at Adelaide, 30 June 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
7 Gulfview Road	Christies Beach	Allotment 2 in Deposited Plan 5407, Hundred of Noarlunga	5213	39
38 Blight Street	Davoren Park	Allotment 11 in Deposited Plan 44845, Hundred of Munno Para	5345	500
5 Floriedale Road	Greenacres	Allotment 16 in Filed Plan 127250, Hundred of Yatala	5816	782
34 Charlbury Road	Medindie Gardens	Allotment 119 in Deposited Plan 2946, Hundred of Yatala	5221	727
451 Mersey Road	Osborne	Allotment 87 in Deposited Plan 3312, Hundred of Port Adelaide	5313	276
12 Millgate Way	Salisbury Park	Allotment 266 in Deposited Plan 8367, Hundred of Yatala	5494	740
46 Main Street (also known as Lot 1, Main Street)	Yankalilla	Allotment 1 in Deposited Plan 64081, Hundred of Yankalilla	5917	658
122 Main South Road	Yankalilla	Allotment 12 in Filed Plan 40181, Hundred of Yankalilla	5065	954
7-11 Seaview Road	Yatala Vale	Allotment 1 in Filed Plan 5627, Hundred of Yatala	5208	287

Dated at Adelaide, 30 June 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

Richard Osborne, an employee of Delfin Realty Pty Ltd.

SCHEDULE 2

A portion of the land described in certificate of title register book volume 5394, folio 986, situated at Lot 283, Brimpton Avenue, Mawson Lakes, S.A. 5095.

Dated 30 June 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

Toni Margaret Beviss, an employee of River Forde Pty Ltd.

SCHEDULE 2

The whole of the land described in certificate of title register book volume 5347, folio 908, situated at 5 Sherwood Avenue, Loxton, S.A. 5333.

Dated 30 June 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

Slava Grigoriev, an employee of Delfin Realty Pty Ltd.

SCHEDULE 2

A portion of the land described in certificate of title register book volume 5394, folio 986 situated at Lot 294, Brimpton Avenue, Mawson Lakes, S.A. 5095.

Dated 30 June 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

Michael John Deegan, an employee of Landmark Operations Ltd.

SCHEDULE 2

The land described in certificate of title register book volume 5930, folio 616 situated at sections 206 and 208, Hundred of Bowaka, Reedy Creek, S.A. 5275 and certificate of title register book volume 5280, folio 920 situated at section 210, Hundred of Bowaka, Reedy Creek, S.A. 5275.

Dated 30 June 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 Sienna Hotels Pty Ltd as trustee for the Sienna Hotels Unit Trust has applied to the Licensing Authority for the transfer of a Special Circumstances and Gaming Machine Licence in respect of premises situated at 13 Jubilee Drive, Port Lincoln, S.A. 5606 and known as Marina Hotel.

The applications have been set down for hearing on 4 August 2005 at 9.30 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: 27 July 2005).

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

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 27 June 2005.

Applicant

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 Jogrante Pty Ltd has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 107 King William Street, Adelaide, S.A. 5000 and known as Ambassadors.

The applications have been set down for hearing on 3 August 2005 at 9.30 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: 26 July 2005).

The applicant's address for service is c/o Guiseppa Grande, 107 King William 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 Gaming 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 24 June 2005.

Applicant

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 Timari Investments Pty Ltd has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 1 Fifth Street, Elliston, S.A. 5670 and known as Elliston Hotel.

The applications have been set down for hearing on 1 August 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: 22 July 2005).

The applicant's address for service is c/o Foreman Legal, 69 Mount Barker Road, Stirling, S.A. 5152.

Plans in respect of the premises the subject of the application are open to public inspection without fee at the Office of the Liquor and Gaming Commissioner, 9th Floor, East Wing, 50 Grenfell Street, Adelaide, S.A. 5000. Phone 8226 8410, Fax: 8226 8512. Email: olgc@agd.sa.gov.au.

Dated 22 June 2005.

Applicant

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 Jeff Marten and Sharon Warner have applied to the Licensing Authority for the transfer of Hotel and Gaming Machine Licence with variation to Entertainment Consent and Redefinition to licensed area in respect of premises situated at Main Street, Spalding, S.A. 5454 and known as Spalding Hotel.

The applications have been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to Entertainment Consent to include the public bar area as per plans lodged with this office.
- Redefinition of designated dining area as per plans lodged with this office.

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: 21 July 2005).

The applicants' address for service is c/o Adrian Battiston, SGIC Building, Level 15, 211 Victoria Square, 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 Gaming 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 27 June 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 Hairfothedogandco Pty Ltd has applied to the Licensing Authority for the transfer of a Hotel Licence in respect of premises situated at 3 Belvidere Road, Saddleworth, S.A. 5413 and known as Hotel Saddleworth.

The application has been set down for hearing on 3 August 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: 26 July 2005).

The applicant's address for service is c/o Craig Vozzo, SGIC Building, Level 15, 211 Victoria Square, 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 24 June 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 Dae Sung & Co. Pty Ltd as trustee for Shin & Cho Discretionary Trust has applied to the Licensing Authority for the transfer of a Special Circumstances Licence in respect of premises situated at 142 Hindley Street, Adelaide, S.A. 5000 and known as Non Stop Billiards Cafe.

The application has been set down for hearing on 3 August 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: 26 July 2005).

The applicant's address for service is c/o Martin Lee, Suite 412, 33 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 22 June 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 B.A.D. Entertainment Pty Ltd has applied to the Licensing Authority for the transfer of a Special Circumstances Licence in respect of premises situated at 7 Percy Street, Mount Gambier, S.A. 5290 and known as Alexanders Pool and Function Centre.

The application has been set down for hearing on 2 August 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: 25 July 2005).

The applicant's address for service is c/o Jason Mark Van Den Hoogen, P.O. Box 372, Mount Gambier, S.A. 5290.

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 23 June 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 Makabe Pty Ltd as trustee for Schonken Family Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Shop 1, 49 Mount Barker Road, Stirling, S.A. 5152 and known as Bistro 49.

The application has been set down for hearing on 1 August 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: 22 July 2005).

The applicant's address for service is c/o Jeff Stevens & 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 23 June 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 Platinum Hospitality Pty Ltd as trustee for J. D. Spagnoletti Family Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Shop 7, 1048 Grand Junction Road, Holden Hill, S.A. 5088 and known as Bel Mondo Ristorante.

The application has been set down for hearing on 1 August 2005 at 9.30 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: 22 July 2005).

The applicant's address for service is c/o Joseph Spagnoletti, 21 Emanuel Street, Athelstone, S.A. 5076.

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 20 June 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 Donald Anthony Wallis has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lot 2, Gully Road, Carey Gully, S.A. 5144.

The application has been set down for hearing on 29 July 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 July 2005).

The applicant's address for service is c/o David Watts, 1 Cator Street, Glenside, S.A. 5065.

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 20 June 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 St John Road Wine Company Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 16 Robe Terrace, Medindie, S.A. 5081 and to be known as St John Road Wine Company Pty Ltd.

The application has been set down for hearing on 29 July 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 July 2005).

The applicant's address for service is c/o Finlaysons Lawyers, 81 Flinders Street, Adelaide, S.A. 5000, (Attention: Joanne Staugas/Andrew Williams).

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 23 June 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 Grolas Pty Ltd as trustee for Dean Hoklas Family Trust has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Lot 2, Gomersal Road, Gomersal via Tanunda, S.A. 5352 and to be known as Hoklas Family Vineyards.

The application has been set down for hearing on 29 July 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 July 2005).

The applicant's address for service is c/o Dean Hoklas, P.O. Box 521, Tanunda, S.A. 5352.

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 21 June 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 Devnass Investments Pty Ltd as trustee for Schirripa Investment Trust and Megapace Pty Ltd as trustee for Megapace Investment Trust have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 114 Second Avenue, Joslin, S.A. 5070 and to be known as Ashbourne Hills Vineyards.

The application has been set down for hearing on 29 July 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 applicants at the applicants' address given above, at least seven days before the hearing date (viz: 21 July 2005).

The applicants' address for service is c/o Jeremy Moore & Associates, 10 Albyn Terrace, Strathalbyn, S.A. 5255, (Attention: Shelley Broadbent).

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 21 June 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 Margot Frances Austerberry has applied to the Licensing Authority for a Direct Sales Licence in respect of premises situated at 8/2A Woodley Road, Glen Osmond, S.A. 5064 and to be known as Marlargo Wines.

The application has been set down for hearing on 29 July 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 July 2005).

The applicant's address for service is c/o Margot Austerberry, P.O. Box 371, Glenside, S.A. 5065.

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 20 June 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 Andrew James Bald and Helen Jasmin Pointon have applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Shops 6 and 7, corner Hutchinson Street, and The Crescent, Mount Barker, S.A. 5251 and known as The Vinery Cafe.

The application has been set down for hearing on 21 July 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 applicants at the applicants' address given above, at least seven days before the hearing date (viz: 20 July 2005).

The applicants' address for service is c/o Andrew Bald, 11 Greenbank Grove, Hackham West, S.A. 5163.

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 21 June 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 Rena Ogg has applied to the Licensing Authority for the transfer of a Restaurant Licence, variation to Conditions and Extended Trading Authorisation in respect of premises situated at Shop C/370 Kensington Road, Erindale, S.A. 5066 and known as 'Lynnie's Kitchen' Thaiway Authentic Cuisine and to be known as Rena's Thai Kitchen.

The application has been set down for hearing on 4 August 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to licence conditions including Extended Trading Authorisation:

Current Trading Hours:

Tuesday to Saturday—11.30 a.m. to 9 p.m.

Proposed Trading Hours:

Monday to Sunday—11 a.m. to 11.30 p.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: 27 July 2005).

The applicant's address for service is c/o Rena Ogg, Shop C/370 Kensington Road, Erindale, S.A. 5066.

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 23 June 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 C P North Adelaide Pty Ltd as trustee for the OCDRM Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence with Entertainment Consent and Extended Trading Authorisation in respect of premises situated at 116-118 O'Connell Street, North Adelaide, S.A. 5006 and known as Flame Bistro and to be known as Caffe Primo North Adelaide.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Entertainment Consent:

On any day—11 a.m. to 2 a.m. the following day.

- Extended Trading Authorisation:
 - Monday to Saturday—Midnight to 3 a.m. the following day;
 - Sunday—8 a.m. to 11 a.m. and 8 p.m. to 3 a.m. the following day;
 - Good Friday—Midnight to 2 a.m.;
 - Christmas Day—Midnight to 2 a.m.;
 - Sunday Christmas Eve—8 p.m. to 2 a.m. the following day;
 - New Year's Eve—2 a.m. the following day to 3 a.m. the following day;
 - Days preceding other Public Holidays—Midnight to 3 a.m. the following day;
 - Sundays preceding Public Holidays—8 p.m. to 3 a.m. the following day.

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 July 2005).

The applicant's address for service is c/o Camatta Lempens Lawyers, Level 1 345 King William Street, Adelaide, S.A. 5000, (Attention: David Li).

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 23 June 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 Jadepoint Pty Ltd and PVA Holdings Pty Ltd have applied to the Licensing Authority for the variation to an Extended Trading Authorisation, Redefinition and Alterations to Licence in respect of premises situated at 232 The Parade, Norwood, S.A. 5067 and known as Bath Hotel.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following additional licence conditions are sought:

- That the licensee be permitted to sell liquor for consumption on the licensed premises in the area referred to on the plan held by the Liquor and Gambling Commissioner as area 7 (Cafe) during the times authorised for areas 1, 2 and 3 being:
 - Thursday—Midnight to 2 a.m. the following day;
 - Friday and Saturday—Midnight to 3 a.m. the following day;
 - Sunday—8 a.m. to 11 a.m. and 8 p.m. to midnight;
 - Christmas Day—Midnight to 2 a.m.
- That the licensee be permitted to sell liquor for consumption on the licensed premises in areas 1, 2, 3, 4 and 7 on Good Friday from Midnight to 2 a.m.
- The licensee will not provide entertainment during the additional Extended Trading Hours sought in this application.

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: 21 July 2005).

The applicants' address for service is c/o Michael Jeffries, 4th Floor, 60 Hindmarsh Square, 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 24 June 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 Powa Hotel Pty Ltd has applied to the Licensing Authority for the variation to an Extended Trading Authorisation and variation to an Entertainment Consent in respect of premises situated at 215 Port Road, Queenstown, S.A. 5014, and known as Prince of Wales Hotel.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to Extended Trading Authorisation:
 - Sunday—8 p.m. to 3 a.m. the following day;
 - Good Friday—Midnight to 2 a.m.;
 - New Year's Eve—2 a.m. the following day to 3 a.m. the following day.
- 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: 21 July 2005).

The applicant's address for service is c/o Clelands Lawyers, 208 Carrington, Street, Adelaide, S.A. 5000, (Attention: Rinaldo D'Aloia).

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 23 June 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 JLL Noah Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence, Extended Trading Authorisation and Entertainment Consent in respect of premises situated at 153-155 Melbourne Street, North Adelaide, S.A. 5006, and known as The Greedy Goose.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Extended Trading Authorisation:
 - Monday to Saturday—Midnight to 2 a.m. the following day;
 - Sunday—8 p.m. to 1 a.m. the following day;
 - Good Friday—Midnight to 2 a.m.
 - Christmas Day—Midnight to 2 a.m.;
 - Sunday Christmas Eve—8 p.m. to 2 a.m. the following day;
 - New Year's Eve—2 a.m. the following day to 4 a.m. the following day;

Days preceding other Public Holidays—Midnight to 4 a.m. the following day;

Sundays preceding Public Holidays—8 p.m. to 2 a.m. the following day.

- Entertainment Consent is to apply to the hours sought in the Extended Trading Authorisation from Noon each day.

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 July 2005).

The applicant's address for service is c/o Justine Hall, 153-155 Melbourne Street, North Adelaide, S.A. 5006.

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 27 June 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 Broomore Pty Ltd, c/o Edgley Lawyers has applied to the Licensing Authority for a Special Circumstances Licence in respect of premises situated at Lot 2, Deposited Plan 55528, Hundred of Dudley, Kangaroo Island, Penneshaw, S.A. 5222, and to be known as Sunset Winery.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- The licence shall:
 1. Authorise the sale and/or supply of wine produced by the applicant either personally or under contract:
 - 1.1 On the licensed premises at any time for consumption off the licensed premises; and
 - 1.2 By way of sample or sale for consumption in the areas depicted on the plan as area 1 (Decking), area 2 (Cellar Door) and area 3 (Observation Walkway).
 2. Authorise the sale and consumption of wine produced by the applicant (either personally or under contract), beer, spirits and champagne by persons attending a function at the licensed premises:
 - 2.1 In the areas depicted on the plan as areas 1, 2 and 3; and
 - 2.2 The details of the function have been advised in writing to the Liquor and Gambling Commissioner not less than seven days before the function is held.

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 July 2005).

The applicant's address for service is c/o Edgley Lawyers, Level 8, 185 Victoria Square, 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 23 June 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 Kaurna Eagles Community Sports and Social Association has applied to the Licensing Authority for a Limited Club Licence with Entertainment Consent in respect of premises situated at the corner of Mawson Lakes Boulevard and Main North Road, Mawson Lakes, S.A. 5095, and to be known as Kaurna Eagles Community Sports and Social Association.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Entertainment Consent is to apply to the licensed premises as per plans lodged with this office at the following times:
 - Saturday—7 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: 21 July 2005).

The applicant's address for service is c/o Allan Wanganeen, 24 Justin Street, Northfield, S.A. 5085.

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 22 June 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 Calabria Association Inc. has applied to the Licensing Authority for a Limited Club Licence, Extended Trading Authorisation, Entertainment Consent and Extended Trading Area in respect of premises situated at Lot 7, Butler Avenue, Pennington, S.A. 5013, and to be known as Calabria Association Inc.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Extended Trading Authorisation:
 - Friday and Saturday—Midnight to 2 a.m. the following day;
 - Sunday—8 p.m. to midnight;
 - Days preceding other Public Holidays—Midnight to 2 a.m. the following day;
 - Sundays preceding Public Holidays—8 p.m. to midnight.
- Extended Trading Area to include outdoor verandah area and oval.
- Entertainment Consent to apply to all trading hours and to the abovementioned areas.

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 July 2005).

The applicant's address for service is c/o Eddy Kazaniecki, 84 Palm Avenue, Royal Park, S.A. 5014.

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 22 June 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 North Adelaide Football Club Inc. has applied to the Licensing Authority for a variation to Extended Trading Authorisation and variation to Entertainment Consent in respect of premises situated at 269 Main North Road, Sefton Park, S.A. 5083 and known as Northern Tavern.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to Extended Trading Authorisation:
 - Monday to Saturday—Midnight to 3 a.m. the following day;
 - Sunday—9 a.m. to 11 a.m. and 8 p.m. to midnight.
- Variation to Entertainment Consent to include 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: 21 July 2005).

The applicant's address for service is c/o Greg Griffin, Level 14, 26 Flinders 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 21 June 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 The Roosters' Club Inc. has applied to the Licensing Authority for a variation to Extended Trading Authorisation and variation to Entertainment Consent in respect of premises situated at Grand Junction Road, Greenacres, S.A. 5086 and known as The Roosters' Club.

The application has been set down for hearing on 29 July 2005 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to Extended Trading Authorisation:
 - Monday to Saturday—Midnight to 3 a.m. the following day;
 - Sunday—9 a.m. to 11 a.m. and 8 p.m. to midnight.
- Variation to Entertainment Consent to include 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: 21 July 2005).

The applicant's address for service is c/o Greg Griffin, Level 14, 26 Flinders 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 21 June 2005.

Applicant

MOTOR VEHICLES ACT 1959

Recognised Historic Motor Vehicle Club

NOTICE is hereby given that the undermentioned club is recognised as an historic motor vehicle club in accordance with Schedule 1 Clause 3 (3) (a) of the Motor Vehicles Regulations, for the purposes of section 25 of the Motor Vehicles Act 1959:

Juventus Motorcycle Club Incorporated

Dated 24 June 2005.

R. J. FRISBY, Registrar of Motor Vehicles

MOTOR VEHICLES ACT 1959

Recognised Historic Motor Vehicle Club

NOTICE is hereby given that the undermentioned club is recognised as an historic motor vehicle club in accordance with Schedule 1 Clause 3 (3) (a) of the Motor Vehicles Regulations, for the purposes of section 25 of the Motor Vehicles Act 1959:

BMW Drivers Club of South Australia

Dated 28 June 2005.

R. J. FRISBY, Registrar of Motor Vehicles

MOTOR VEHICLES ACT 1959

Recognised Historic Motor Vehicle Club

NOTICE is hereby given that the undermentioned club is recognised as an historic motor vehicle club in accordance with Schedule 1 Clause 3 (3) (a) of the Motor Vehicles Regulations, for the purposes of section 25 of the Motor Vehicles Act 1959:

The Veteran Car Club of South Australia

Dated 28 June 2005.

R. J. FRISBY, Registrar of Motor Vehicles

NATIONAL ELECTRICITY (SOUTH AUSTRALIA) ACT 1996

Notice of Making of National Electricity Rules—National Electricity Law

I, PATRICK CONLON, Minister for Energy for the Crown in right of the State of South Australia, as the Minister administering Part 2 of the National Electricity (South Australia) Act 1996 of South Australia, hereby give notice of the making of the National Electricity Rules (the Rules) under section 90 of the National Electricity Law:

- (a) On the recommendation of the Ministerial Council on Energy;
- (b) on the request of the Minister of the Crown in right of the State of Victoria for the making of Jurisdictional Derogations for the State of Victoria (these Jurisdictional Derogations are at Chapter 9 Part A of the Rules);
- (c) On the request of the Minister of the Crown in right of the State of New South Wales for the making of Jurisdictional Derogations for the State of New South Wales (these Jurisdictional Derogations are at Chapter 9 Part B and Schedule 9G1 of the Rules);
- (d) On the request of the Minister of the Crown in right of the Australian Capital Territory for the making of Jurisdictional Derogations for the Australian Capital Territory (these Jurisdictional Derogations are at Chapter 9 Part C and Schedule 9G1 of the Rules);
- (e) on the request of the Minister of the Crown in right of the State of South Australia for the making of Jurisdictional Derogations for the State of South Australia, (these Jurisdictional Derogations are at Chapter 9 Part D and Schedule 9G1 of the Rules);

- (f) on the request of the Minister of the Crown in right of the State of Queensland for the making of Jurisdictional Derogations for the State of Queensland (these Jurisdictional Derogations are at Chapter 9 Part E and Schedule 9G1 of the Rules);
- (g) on the request of the Minister of the Crown in right of the State of Tasmania for the making of Jurisdictional Derogations for the State of Tasmania (these Jurisdictional Derogations are at Chapter 9 Part F and Schedule 9G1 of the Rules); and
- (h) on the request of NEMMCO for the making of Participant Derogations (these Participant Derogations are at Chapter 8A of the Rules).

The National Electricity Rules commence operation on 1 July 2005.

P. CONLON, Minister for Energy

NATIONAL PARKS AND WILDLIFE ACT 1972

Angove Conservation Park Management Plan

I, JOHN HILL, Minister for Environment and Conservation, hereby give notice under the provisions of section 38 of the National Parks and Wildlife Act 1972, that on 21 June 2005, I adopted the Angove Conservation Park Management Plan.

Copies of the plan may be inspected at or obtained from the offices of the Department for Environment and Heritage at:

- Keswick Office (1 Richmond Road, Keswick, S.A. 5035), telephone 8124 4707;
- Northern Lofty District Office (Black Hill Conservation Park, 115 Maryvale Road, Athelstone, S.A. 5076), telephone 8336 0901.

The plan may also be viewed on the Department's website:

http://www.environment.sa.gov.au/parks/management_plans.html.

Copies of this publication can be purchased at a cost of \$10 per copy from the addresses above.

J. HILL, Minister for Environment and Conservation

NATIONAL PARKS AND WILDLIFE ACT 1972

Blackwood Forest Recreation Park Management Plan

I, JOHN HILL, Minister for Environment and Conservation, hereby give notice under the provisions of section 38 of the National Parks and Wildlife Act 1972, that on 21 June 2005, I adopted the Blackwood Forest Recreation Park Management Plan.

Copies of the plan may be inspected at or obtained from the offices of the Department for Environment and Heritage at:

- Keswick Office (1 Richmond Road, Keswick, S.A. 5035), telephone 8124 4707;
- Southern Lofty District Office (Belair National Park, Upper Sturt Road, Belair, S.A. 5052), telephone 8278 5477.

The plan may also be viewed on the Department's website:

http://www.environment.sa.gov.au/parks/management_plans.html.

Copies of this publication can be purchased at a cost of \$10 per copy from the addresses above.

J. HILL, Minister for Environment and Conservation

NATIVE VEGETATION REGULATIONS 2003

Areas of Mallee Scrub Community that a 7.5 Fuel Break Exemption Applies

PURSUANT to regulation 5 (7) of the Native Vegetation Regulations 2003, the Native Vegetation Council declares that subparagraph (ii) of paragraph (v) of sub-regulation (1) [regulation 5] applies to the areas of Mallee Scrub Community in the following Hundreds:

Addison	McGregor
Barna	McIntosh
Barwell	Miller

Batchelor	Moonabie
Blesing	Moorkitabie
Bockelberg	Nash
Caldwell	Nicholls
Campbell	Nilginee
Charleston	Nunnyah
Cocata	O'Connor
Condada	Panitya
Corrobinnie	Peachna
Flinders	Peella
Giles	Pethick
Glynn	Pildappa
Hambidge	Poynton
Hill	Pureba
Hincks	Randell
Hudd	Russell
Inkster	Sleaford
James	Squire
Kappawanta	Sturdee
Kevin	Talia
Koolgera	Tinline
Koongawa	Uley
Lake Wangary	Wallis
Lucy	Witera
Magarey	Wookata
	Wright

T. MOWBRAY, Native Vegetation Council Secretariat

NATURAL RESOURCES MANAGEMENT ACT 2004

Notice of Assessment of Quantity of Water Taken When Meter Readings Are Not Used

I, JOHN DAVID HILL, Minister for Environment and Conservation, pursuant to section 106 of the Natural Resources Management Act 2004, hereby declare that the basis of assessment of water use rates and the method by which the assessment of water use where meter readings are not used or when water is taken without licence or authorisation will be as set out in Schedule 1.

SCHEDULE 1

The basis of the assessment of water use will be the estimation of water requirements for a crop.

The method by which the estimation of water requirements for crops will be used is the methodology of Doorenbos and Pruitt (1977), as refined by Allen *et al.* (1998) and set out in the PIRSA Technical Report No. 263, second edition ('the Report'). Crop factors will be calculated from Kc (crop coefficient) values from Food and Agriculture Organisation of the United Nations, Rome Irrigation and Drainage Paper 56 (Allen, Pereira *et al.*, 1998) ('FAO 56') and using site specific monthly Kp (pan coefficient) values and average monthly Kg values (bird guard coefficient) set out in the Report.

The methodology incorporates the use of Bureau of Meteorology evaporation data, the application of crop specific factors to evaporation figures to calculate crop evapotranspiration for the crop and location in question, subtraction of effective rainfall and an allowance for leaching for salinity control and irrigation efficiency.

The water requirement calculated by this method is expressed as depth of water required in millimetres for a particular crop grown over a particular season. Depth multiplied by the number of hectares of that crop grown (in each specified season for short season crops), multiplied by 10 gives the volume of water required for each crop in kilolitres.

A copy of each of the Report and FAO 56 is obtained through the GEO Science Library at the Department of Primary Industries and Resources South Australia. The reference number for the Report is ISBN No. 07308-4349-1 and the reference number for FAO 56 is Kinetica/Amicus No. 000020037000 or ISBN No. 92-5-104219-5.

This notice has effect in relation to the financial year commencing on 1 July 2005.

Dated 28 June 2005.

JOHN HILL, Minister for Environment and Conservation

NATURAL RESOURCES MANAGEMENT ACT 2004

Declaration of Animals and Plants

PURSUANT to section 174 of the *Natural Resources Management Act 2004*, I declare that:

1. In respect to each entry in the table in Schedule 1:
 - (a) the provisions specified in the second column and the category specified in the third column apply to the class of animals specified in the first column; and
 - (b) for the purposes of the application of those provisions to that class and category of animals, the areas specified in the fourth column are control areas.
2. In respect to each entry in the table in Schedule 2:
 - (a) the provisions specified in the second column and the category specified in the third column apply to the class of plants specified in the first column; and
 - (b) for the purposes of the application of those provisions to that class and category of plants, the areas specified in the fourth column are control areas.

Schedule 1

Animals	Provisions of Act which are to apply	Category	Control Area
CLASS 1 All animals not native to Australia and not listed in classes 2 to 19.	175(1)(3), 176(1), 177, 179, 180, 181(1), 182(1)	1	Whole of the State
CLASS 2 MAMMALIA MONOTREMATA <u>Tachyglossidae</u> <i>Zaglossus bruijni</i> Echidna; Long-beaked, Long-nosed DASYUROMORPHA <u>Dasyuridae</u> <i>Dasyurus albopunctatus</i> Quoll; New Guinea DIPROTODONTIA <u>Phalangeridae</u> <i>Strigocuscus gymnotis</i> Cuscus; Ground <u>Macropodidae</u> <i>Dendrolagus dorianus</i> Tree-kangaroo; Doria's <i>Dendrolagus goodfellowi</i> Tree-kangaroo; Goodfellow's <i>Dendrolagus matschiei</i> Tree-kangaroo; Matschie's <i>Dorcopsis luctuosa</i> Dorcopsis; Grey <u>Petauridae</u> <i>Petaurus breviceps papuanus</i> Sugar Glider	175(1)(3), 176(1), 177, 179, 180, 181(1), 182(1)	1	Whole of the State

Animals	Provisions of Act which are to apply	Category	Control Area
<p>XENARTHRA</p> <p><u>Megalonychidae</u></p> <p><i>Choloepus hoffmanni</i> Sloth; Two-toed, Hoffmann's</p> <p><u>Dasypodidae</u></p> <p><i>Chaetophractus villosus</i> Hairy Armadillo</p> <p><u>Myrmecophagidae</u></p> <p><i>Myrmecophaga tridactyla</i> Giant Anteater</p> <p>SCANDENTIA</p> <p><u>Tupaiaidae</u></p> <p><i>Tupaia glis</i> Common Tree-shrew</p> <p>PRIMATES</p> <p><u>Lemuridae</u></p> <p><i>Eulemur fulvus</i> Lemur; Brown</p> <p><i>Eulemur macaco</i> Lemur; Black</p> <p><i>Eulemur mongoz</i> Lemur; Mongoose</p> <p><i>Lemur catta</i> Lemur; Ring-tailed</p> <p><i>Varecia variegata</i> Lemur; Ruffed</p> <p><u>Loridae</u></p> <p><i>Loris tardigradus</i> Loris; Slender</p> <p><i>Nycticebus coucang</i> Loris; Slow</p> <p><u>Galagonidae</u></p> <p><i>Galago senegalensis</i> Bushbaby; Northern Lesser, Senegal</p> <p><i>Otolemur crassicaudatus</i> Bushbaby; Thick-tailed, Greater</p> <p><u>Callitrichidae</u></p> <p><i>Callithrix jacchus</i> Marmoset; Common</p> <p><i>Callithrix pygmaea</i> Marmoset; Pygmy</p> <p><i>Leontopithecus rosalia</i> Tamarin; Golden Lion</p> <p><i>Leontopithecus chrysopygus</i> Tamarin; Black-Lion</p> <p><i>Saguinus imperator</i> Tamarin; Emperor</p> <p><i>Saguinus midas</i> Tamarin; Red-handed Tamarin, Golden-handed</p> <p><i>Saguinus oedipus</i> Tamarin; Cotton-top</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p>Cebidae</p> <p><i>Aotus trivirgatus</i> Northern Night-monkey; Northern Grey-necked Owl monkey; Douroucouli <i>Ateles geoffroyi</i> Spider-monkey; Black-handed <i>Cebus albifrons</i> Capuchin; Brown Pale-fronted, White-fronted <i>Cebus apella</i> Capuchin; Black-capped, Tufted <i>Saimiri boliviensis</i> Squirrel-monkey; Bolivian <i>Saimiri sciureus</i> Squirrel-monkey; Common</p> <p>Cercopithecidae</p> <p>[Subfamily Cercopithecinae]</p> <p><i>Cercopithecus neglectus</i> De Brazza's Monkey <i>Cercopithecus petaurista</i> Lesser Spot-nosed Guenon <i>Chlorocebus aethiops</i> Savannah Monkey; Vervet; Green Monkey; Grivet <i>Erythrocebus patas</i> Patas Monkey <i>Macaca arctoides</i> Macaque; Bear, Stump-tailed <i>Macaca fascicularis</i> Macaque; Crab-eating, Long-tailed <i>Macaca fuscata</i> Macaque; Japanese <i>Macaca mulatta</i> Macaque; Rhesus <i>Macaca nemestrina</i> Macaque; Pig-tailed, <i>Macaca nigra</i> Macaque; Celebes Black, Crested; Celebes Ape <i>Macaca radiata</i> Macaque; Bonnet <i>Macaca silenus</i> Macaque; Lion-tailed <i>Mandrillus sphinx</i> Mandrill <i>Papio hamadryas</i> Baboon; Hamadryas, Olive, Yellow, Guinea, Chacma</p> <p>[Subfamily Colobinae]</p> <p><i>Colobus guereza</i> Colobus; Eastern Black-and-white, Abyssinian, Guereza <i>Semnopithecus entellus</i> Langur; Entellus, Hanuman <i>Trachypithecus cristatus</i> Langur; Silvered; Leaf-monkey, Silvered <i>Trachypithecus obscurus</i> Leaf-monkey, Dusky <i>Trachypithecus vetulus</i> Leaf-monkey; Purple-faced</p> <p>Hylobatidae</p> <p><i>Hylobates agilis</i> Gibbon; Dark-handed Gibbon, Agile <i>Hylobates concolor</i> Gibbon; Black,</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Hylobates hoolock</i> Gibbon; Hoolock, White-browed <i>Hylobates lar</i> Gibbon; White-handed, Common <i>Hylobates leucogenys</i> Gibbon; White-cheeked <i>Hylobates moloch</i> Gibbon; Javan Gibbon, Silvery <i>Hylobates muelleri</i> Gibbon; Müller's, Bornean <i>Hylobates syndactylus</i> Siamang</p> <p><u>Hominidae</u></p> <p><i>Gorilla gorilla</i> Gorilla <i>Pan troglodytes</i> Chimpanzee <i>Pongo pygmaeus</i> Orang-hutan, Orang-utan</p> <p>CARNIVORA</p> <p><u>Canidae</u></p> <p><i>Canis latrans</i> Coyote <i>Canis lupus</i> Wolf <i>Canis mesomelas</i> Black-backed Jackal <i>Chrysocyon brachyurus</i> Maned Wolf <i>Cuon alpinus</i> Dhole, Red Dog <i>Lycaon pictus</i> Cape Hunting Dog, African Hunting Dog <i>Nyctereutes procyonoides</i> Raccoon Dog, Raccoon-dog <i>Vulpes zerda</i> Fennec Fox</p> <p><u>Felidae</u></p> <p>[Subfamily Acinonychinae]</p> <p><i>Acinonyx jubatus</i> Cheetah</p> <p>[Subfamily Felinae]</p> <p><i>Caraca caracal</i> Caracal <i>Catopuma temminckii</i> Asian Golden Cat <i>Felis concolor</i> Puma, Cougar <i>Felis chaus</i> Jungle Cat <i>Herpailurus yaguarondi</i> Jaguarondi <i>Leopardus pardalis</i> Ocelot <i>Leptailurus serval</i> Serval <i>Lynx lynx</i> Eurasian Lynx <i>Lynx rufus</i> Bobcat <i>Oncifelis geoffroyi</i> Geoffroy's Cat</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Otocolobus manul</i> Pallas's Cat <i>Prionailurus bengalensis</i> Leopard Cat; Bengal Cat <i>Prionailurus viverrinus</i> Fishing Cat</p> <p>[Subfamily Pantherinae]</p> <p><i>Neofelis nebulosa</i> Clouded Leopard <i>Panthera leo</i> Lion <i>Panthera onca</i> Jaguar <i>Panthera pardus</i> Leopard <i>Panthera tigris</i> Tiger <i>Uncia uncia</i> Snow Leopard</p> <p><u>Herpestidae</u></p> <p><i>Helogale parvula</i> Dwarf Mongoose <i>Suricata suricata</i> Slender-tailed Meerkat</p> <p><u>Hyaenidae</u></p> <p><i>Crocuta crocuta</i> Spotted Hyaena</p> <p><u>Mustelidae</u></p> <p>[Subfamily Lutrinae]</p> <p><i>Amblonyx cinereus</i> Small-clawed Otter <i>Lutrogale perspicillata</i> Smooth-coated Otter</p> <p>[Subfamily Melinae]</p> <p><i>Meles meles</i> Eurasian Badger</p> <p>[Subfamily Mephitinae]</p> <p><i>Mephitis mephitis</i> Striped Skunk</p> <p>[Subfamily Mustelinae]</p> <p><i>Eira barbara</i> Tayra <i>Mustela putorius</i> Ferret</p> <p><u>Otariidae</u></p> <p><i>Zalophus californianus</i> Californian Sea-lion</p> <p><u>Phocidae</u></p> <p><i>Phoca vitulina</i> Harbour Seal</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><u>Procyonidae</u></p> <p>[Subfamily Potosinae]</p> <p><i>Potos flavus</i> Kinkajou</p> <p>[Subfamily Procyoninae]</p> <p><i>Nasua nasua</i> Coati</p> <p><u>Ursidae</u></p> <p><i>Ailurus fulgens</i> Red Panda, Lesser Panda <i>Helarctos malayanus</i> Sun Bear <i>Ursus americanus</i> American Black Bear <i>Ursus arctos</i> Brown Bear <i>Ursus maritimus</i> Polar Bear <i>Ursus thibetanus</i> Asiatic Black Bear</p> <p>Viverridae</p> <p>[Subfamily Paradoxurinae]</p> <p><i>Arctictis binturong</i> Binturong <i>Arctogalidia trivirgata</i> Three-striped Palm-civet, Small-toothed Palm-civet</p> <p>PROBOSCIDEA</p> <p><u>Elephantidae</u></p> <p><i>Elephas maximus</i> Asian Elephant, Asiatic Elephant <i>Loxodonta africana</i> African Elephant</p> <p>PERISSODACTYLA</p> <p><u>Equidae</u></p> <p><i>Equus burchellii</i> Common Zebra, Burchell's Zebra <i>Equus ferus przewalskii</i> Przewalski's Horse <i>Equus onager</i> Onager</p> <p><u>Tapiridae</u></p> <p><i>Tapirus indicus</i> Malayan Tapir <i>Tapirus terrestris</i> Brazilian Tapir</p> <p><u>Rhinocerotidae</u></p> <p><i>Ceratotherium simum</i> White Rhinoceros <i>Diceros bicornis</i> Black Rhinoceros</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p>ARTIODACTYLA</p> <p><u>Tayassuidae</u></p> <p><i>Pecari tajacu</i> Collared Pecari</p> <p><u>Hippopotamidae</u></p> <p><i>Hexaprotodon liberiensis</i> Pygmy Hippopotamus <i>Hippopotamus amphibius</i> Common Hippopotamus</p> <p><u>Camelidae</u></p> <p><i>Lama guanicoe</i> Guanicoe</p> <p><u>Giraffidae</u></p> <p><i>Giraffa camelopardalis</i> Giraffe</p> <p><u>Cervidae</u></p> <p>[Subfamily Odocoileinae]</p> <p><i>Odocoileus virginianus</i> White-tailed Deer</p> <p><u>Bovidae</u></p> <p>[Subfamily Antilopinae]</p> <p><i>Gazella dama</i> Addra Gazelle <i>Gazella granti</i> Grant's Gazelle</p> <p>[Subfamily Bovinae]</p> <p><i>Bos grunniens</i> Yak <i>Boselaphus tragocamelus</i> Nilgai <i>Syncerus caffer</i> Congo Buffalo <i>Taurotragus oryx</i> Common Eland <i>Tragelaphus angasii</i> Lowland Nyala <i>Tragelaphus eurycerus</i> Bongo <i>Tragelaphus spekii</i> Sitatunga <i>Tragelaphus strepsiceros</i> Greater Kudu</p> <p>[Subfamily Caprinae]</p> <p><i>Ammotragus lervia</i> Barbary Sheep <i>Hemitragus jemlahicus</i> Himalayan Tahr <i>Rupicapra rupicapra</i> Chamois</p> <p>[Subfamily Hippotraginae]</p> <p><i>Addax nasomaculatus</i> Addax</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Hippotragus niger</i> Sable Antelope <i>Oryx damma</i> Scimitar Oryx</p> <p>[Subfamily Reduncinae]</p> <p><i>Kobus ellipsiprymnus</i> Waterbuck <i>Kobus leche</i> Kafue Lechwe</p> <p>Tragulidae</p> <p><i>Tragulus javanicus</i> Lesser Malay Chevrotain</p> <p>RODENTIA</p> <p><u>Sciuridae</u></p> <p><i>Callosciurus</i> spp Giant squirrels <i>Funambulus pennantii</i> Northern Palm-squirrel <i>Tamias</i> spp Chipmunks</p> <p><u>Castoridae</u></p> <p><i>Castor canadensis</i> American Beaver</p> <p><u>Muridae</u></p> <p><i>Cricetus cricetus</i> Common Hamster</p> <p><u>Hystriidae</u></p> <p><i>Hystrix cristata</i> African Porcupine <i>Hystrix indica</i> Indian Crested Porcupine</p> <p><u>Caviidae</u></p> <p><i>Dolichotis patagonum</i> Patagonian Cavy</p> <p><u>Hydrochaeridae</u></p> <p><i>Hydrochaeris hydrochaeris</i> Capybara</p> <p><u>Dasyproctidae</u></p> <p><i>Dasyprocta azarae</i> Green Agouti <i>Dasyprocta leporina</i> Brazilian Agouti</p> <p>AMPHIBIA</p> <p>CAUDATA</p> <p><u>Cryptobranchidae</u></p> <p><i>Andrias japonicus</i> Salamander, Japanese; Giant Salamander</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><u>Salamandridae</u></p> <p><i>Cynops pyrrhogaster</i> Newt, Japanese; Red-bellied Newt; Japanese Fire-bellied Newt <i>Taricha granulosa</i> Newt, Rough-skinned <i>Triturus cristatus</i> Newt, Warty; Crested Newt <i>Triturus vulgaris</i> Newt, Smooth; Common Newt</p> <p>ANURA</p> <p><u>Bufonidae</u></p> <p><i>Bufo marinus</i> Toad, Cane; Giant Toad</p> <p><u>Dendrobatidae</u></p> <p><i>Dendrobates auratus</i> Frog, Green Poison; Green-and-black Poison Frog <i>Dendrobates tinctorius</i> Frog, Dyeing Poison-arrow</p> <p><u>Pipidae</u></p> <p><i>Xenopus laevis</i> Frog, African Clawed</p> <p><u>Ranidae</u></p> <p><i>Pyxicephalus adspersus</i> Frog, African Bull; Giant Bull Frog</p> <p><u>Rhacophoridae</u></p> <p><i>Philautus romeri</i> Frog, Romer's Tree; Romer's Bubble-nest Frog</p> <p>REPTILIA</p> <p>CROCODYLIA</p> <p><u>Alligatoridae</u></p> <p><i>Alligator mississippiensis</i> Alligator, American <i>Caiman crocodilus</i> Caiman, Brown; Common Caiman; Spectacled Caiman</p> <p><u>Crocodylidae</u></p> <p><i>Crocodylus mindorensis</i> Crocodile, Philippine <i>Crocodylus novaeguineae</i> Crocodile, New Guinea <i>Tomistoma schlegelii</i> Gavial, False; False Gharial; Malayan Gharial; Tomistoma</p> <p>TESTUDINES</p> <p><u>Chelydridae</u></p> <p><i>Chelydra serpentina</i> Turtle, Common Snapping; Common Snapper</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Macrolemmys temminckii</i> Turtle, Alligator Snapping; Alligator Snapper</p> <p>Emydidae</p> <p><i>Chinemys reevesii</i> Turtle, Reeves's; Chinese Three-keeled Turtle</p> <p><i>Cistoclemmys flavomarginata</i> Turtle, Chinese Box; Yellow-margined Box Turtle</p> <p><i>Cuora amboinensis</i> Turtle, Malaysian Box; South Asian Box Turtle</p> <p><i>Cuora trifasciata</i> Turtle, Chinese Three-striped Box</p> <p><i>Heosemys spinosa</i> Terrapin, Spiny; Spiny Turtle; Sunburst Turtle</p> <p><i>Rhinoclemmys pulcherrima</i> Turtle, Central American Wood; Mexican Wood Turtle; Ornate Terrapin; Painted Wood Turtle</p> <p><i>Siebenrockiella crassicolis</i> Turtle, Black Marsh; Asian Box Turtle; Thick-necked Turtle</p> <p><i>Chrysemys picta</i> Turtle, Painted</p> <p><i>Clemmys guttata</i> Turtle, Spotted</p> <p><i>Clemmys insculpta</i> Turtle, Wood</p> <p><i>Clemmys marmorata</i> Turtle, Pacific Pond; Western Pond Turtle</p> <p><i>Graptemys geographica</i> Turtle, Common Map</p> <p><i>Graptemys pseudogeographica</i> Turtle, False Map; Eastern Map Turtle</p> <p><i>Graptemys versa</i> Turtle, Texas Map</p> <p><i>Pseudemys floridana</i> Cooter, Common; Florida Slider</p> <p><i>Terrapene carolina</i> Turtle, Common Box; Eastern Box Turtle</p> <p><i>Terrapene ornata</i> Turtle, Ornate Box; Western Box Turtle</p> <p><i>Trachemys scripta</i> Slider, Common; Yellow-bellied Slider, Red-eared Slider</p> <p>Kinosternidae</p> <p><i>Kinosternon flavescens</i> Turtle, Yellow Mud</p> <p><i>Kinosternon subrubrum</i> Turtle, Common Mud</p> <p><i>Staurotypus triporcatus</i> Turtle, Mexican Musk; Mexican Mud Turtle</p> <p><i>Sternotherus minor</i> Musk Turtle, Loggerhead; Musk Turtle</p> <p>Testudinidae</p> <p><i>Aldabrachelys elephantina</i> Tortoise, Aldabra; Aldabra Giant Tortoise</p> <p><i>Chersina angulata</i> Tortoise, Angulated; Bowsprit Tortoise; South African Bowsprit Tortoise</p> <p><i>Geochelone chilensis</i> Tortoise, Argentine; Chaco Tortoise; Southern Wood Tortoise</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Geochelone elegans</i> Tortoise, Indian Star; Star Tortoise <i>Geochelone nigra</i> Tortoise, Galapagos Giant <i>Geochelone pardalis</i> Tortoise, Leopard; Mountain Tortoise <i>Geochelone radiata</i> Tortoise, Radiated <i>Gopherus agassizii</i> Tortoise, Desert <i>Indotestudo elongata</i> Tortoise, Elongated; Pineapple Tortoise; Red-nosed Tortoise; Yellow Tortoise; Yellow-headed Tortoise <i>Kinixys belliana</i> Tortoise, Bell's Hinged; Bell's Hinged- backed Tortoise <i>Manouria emys</i> Tortoise, Asian Giant; Asian Tortoise; Black Giant Tortoise; Burmese Brown Tortoise; Burmese Mountain Tortoise; Six-legged Tortoise <i>Testudo graeca</i> Tortoise, Common; Greek Tortoise; Moorish Tortoise; Spur-thighed Tortoise <i>Testudo hermanni</i> Tortoise, Hermann's <i>Testudo horsfieldii</i> Tortoise, Afghan; Central Asian Tortoise; Four-toed Tortoise; Horsfield's Tortoise; Steppe Tortoise</p> <p><u>Trionychidae</u></p> <p><i>Apalone ferox</i> Turtle, Florida Softshell</p> <p><u>Chelidae</u></p> <p><i>Chelus fimbriata</i> Turtle, Matamata <i>Hydromedusa tectifera</i> Turtle, South American Snake-necked <i>Platemys platycephala</i> Turtle, Twist-necked</p> <p>SPHENODONTIDA</p> <p><u>Sphenodontidae</u></p> <p><i>Sphenodon punctatus</i> Beak-head; Cook Strait Tuatara; Sphenodon; Tuatara</p> <p>SQUAMATA</p> <p><u>Agamidae</u></p> <p><i>Hydrosaurus pustulatus</i> Lizard, Crested; Philippine Sailfin Lizard; Soa-Soa Water Lizard <i>Ophisaurus apodus</i> Lizard, Armoured Glass; European Glass Lizard; Sheltopusik</p> <p><u>Chamaeleonidae</u></p> <p><i>Chamaeleo jacksonii</i> Chameleon, Jackson's Three-horned</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p>SAURIA</p> <p><u>Gerrhosauridae</u></p> <p><i>Gerrhosaurus validus</i> Lizard, Giant Plated</p> <p><u>Gekkonidae</u></p> <p><i>Eublepharis macularius</i> Gecko, Leopard; Northern Leopard Gecko <i>Eurydactylodes vieillardi</i> Gecko, Bavay's <i>Gekko gekko</i> Gecko, Tokay <i>Gekko vittatus</i> Gecko, Lined; Striped Gecko <i>Gonydactylus biordinis</i> Gecko, Guadalcanal Bow-fingered <i>Hemidactylus frenatus</i> Gecko, Bridled House; Common House Gecko; Cheechak <i>Hemidactylus garnotii</i> Gecko, Indopacific; Spiny Gecko <i>Nactus pelagicus</i> Gecko, Pelagic <i>Phelsuma madagascariensis</i> Gecko, Madagascar Day <i>Rhacodactylus auriculatus</i> Gecko, New Caledonian Bumpy; Eared Caledonian Gecko <i>Rhacodactylus ciliatus</i> Gecko, Guichenot's Giant <i>Rhacodactylus leachianus</i> Gecko, New Caledonian Giant; Cuvier's Caledonian Gecko <i>Rhacodactylus sarasinorum</i> Gecko, Roux's Giant</p> <p><u>Helodermatidae</u></p> <p><i>Heloderma suspectum</i> Monster, Gila</p> <p><u>Iguanidae</u></p> <p><i>Basiliscus plumifrons</i> Basilisk, Green; Double-crested Basilisk <i>Brachylophus fasciatus</i> Iguana, Fiji Banded; South Pacific Banded Iguana <i>Brachylophus vitiensis</i> Iguana, Fiji Crested <i>Cyclura cornuta</i> Iguana, Rhinoceros <i>Iguana iguana</i></p> <p><u>Lacertidae</u></p> <p><i>Lacerta lepida</i> Lizard, Eyed; Jewelled Lizard; Ocellated Lizard <i>Lacerta viridis</i> Lizard, Green; Emerald Lizard</p> <p><u>Scincidae</u></p> <p><i>Emoia flavigularis</i> Skink, Yellow-throated Emo <i>Geomyersia glabra</i> Skink, Greer's Island <i>Geoscincus haraldmeieri</i> Lizard, Scincid</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Prasinochaema virens</i> Skink, Green Tree <i>Sphenomorphus concinnatus</i> Lizard, Scincid <i>Tiliqua gigas</i> Skink, Giant Blue-tongued <i>Tribolonotus gracilis</i> Skink, Crocodile <i>Tropidoscincus aubrianus</i> Lizard, Scincid <i>Tropidoscincus rohssii</i> Lizard, Scincid <i>Tropidoscincus variabilis</i> Lizard, Scincid</p> <p><u>Varanidae</u></p> <p><i>Varanus jobiensis</i> Monitor, Peachthroat; Schmidt's Monitor; Sepik Monitor <i>Varanus komodoensis</i> Dragon, Komodo; Komodo Monitor; Ora <i>Varanus salvadorii</i> Monitor, Crocodile; Papuan Monitor; Tree Crocodile</p> <p>SERPENTES</p> <p><u>Acrochordidae</u></p> <p><i>Acrochordus javanicus</i> Snake, Javan File</p> <p><u>Boidae</u></p> <p><i>Boa constrictor</i> Boa, Constrictor; Ampalagua; Giboya; Masacuate <i>Corallus caninus</i> Boa, Emerald Tree <i>Candoia aspera</i> Boa, New Guinea Viper; Papuan Ground Boa <i>Candoia bibroni</i> Boa, Bibrons <i>Candoia carinata</i> Boa, Solomon Ground; Tree Boa <i>Corallus hortulanus</i> Boa, Cook's Tree; Garden Boa; Tree Boa <i>Epicrates cenchria</i> Boa, Rainbow <i>Eunectes murinus</i> Anaconda; Green Anaconda; Water Boa <i>Eunectes notaeus</i> Anaconda, Yellow <i>Sanzinia madagascariensis</i> Boa, Madagascar</p> <p><u>Pythoninae</u></p> <p><i>Apodora papuana</i> Python, Papuan <i>Bothrochilus boa</i> Python, Barred; Bismarck Ringed Python; Ringed Python <i>Python curtus</i> Python, Blood; Short-tailed Python <i>Python molurus</i> Python, Asiatic Rock; Burmese Python; Tiger Python <i>Python regius</i> Python, Ball; Royal Python</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Python reticulatus</i> Python, Java Rock; Regal Python; Reticulated Python <i>Python sebae</i> Python, African; African Rock Python <i>Python timoriensis</i> Python, Timor</p> <p><u>Colubridae</u></p> <p><i>Boiga dendrophila</i> Snake, Mangrove Cat; Mangrove Snake <i>Drymarchon corais</i> Snake, Indigo <i>Elaphe carinata</i> Snake, Taiwan Stink <i>Elaphe guttata</i> Snake, Corn <i>Elaphe obsoleta</i> Snake, North American Rat; Rat Snake <i>Elaphe quatorlineata</i> Snake, Four-lined Rat; Four-lined Snake <i>Elaphe schrenkii</i> Snake, Russian Rat <i>Elaphe taeniura</i> Snake, Striped Trinket; Stripe-tailed Rat Snake; Taiwan Beauty Snake <i>Lampropeltis alterna</i> Kingsnake, Grey-banded <i>Lampropeltis getula</i> Kingsnake, Common <i>Lampropeltis mexicana</i> Kingsnake, Grey-banded; San Luis Potosi Kingsnake <i>Lampropeltis triangulum</i> Snake, Milk <i>Pituophis melanoleucus</i> Snake, Pine Gopher; Pine Snake <i>Heterodon simus</i> Snake, Southern Hog-nosed <i>Lycondon capucinus</i> No common name</p> <p><u>Hydrophiidae</u></p> <p><i>Laticauda crockeri</i> Snake, Crocker's Sea <i>Laticauda schistorhynchus</i> Snake, Flat-tailed Sea</p> <p><u>Viperidae</u></p> <p><i>Agkistrodon bilineatus</i> Cantil; Mexican Copperhead ; Mexican Moccasin <i>Agkistrodon piscivorus</i> Moccasin, Water <i>Bothriechis schlegelii</i> Viper, Eyelash Palm Pit; Eyelash Palm Viper; Eyelash Viper; Horned Palm Viper; Speckled Palm Pit Viper <i>Crotalus adamanteus</i> Rattlesnake, Eastern Diamondback <i>Crotalus atrox</i> Rattlesnake, Western Diamondback <i>Crotalus lepidus</i> Rattlesnake, Rock <i>Crotalus ruber</i> Rattlesnake, Red Diamond <i>Crotalus durissus</i> Rattlesnake, Cascabel; Cascabel; Neotropical Rattlesnake</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Crotalus viridis</i> Rattlesnake, Western <i>Bitis gabonica</i> Viper, Gabon <i>Bitis nasicornis</i> Viper, Rhinoceros <i>Daboia russelli</i> Viper, Russell's <i>Vipera ammodytes</i> Viper, Nose-horned; Sand Viper <i>Sistrurus catenatus</i> Massasauga</p> <p><u>Elapidae</u></p> <p><i>Hemachatus haemachatus</i> Cobra, Ringneck Spitting; Rinkhals <i>Loveridgelaps elapoides</i> Snake, Orange-banded <i>Micropechis ikaheka</i> Snake, Pacific Coral <i>Naja haje</i> Cobra, Egyptian <i>Naja melanoleuca</i> Cobra, Forest <i>Naja mossambica</i> Cobra, Mozambique Spitting <i>Naja naja</i> Cobra, Asian; Asiatic cobra; Indian Cobra; Indian Spectacled Cobra <i>Parapistocalamus hedigeri</i> Snake, Hediger's <i>Salomonelaps par</i> Snake, Solomon Islands Brown</p>			
<p>CLASS 3</p> <p>MAMMALS</p> <p>ARTIODACTYLA</p> <p><i>Bison bison</i> American Bison, Buffalo <i>Bos javanicus</i> Banteng <i>Bubalus bubalis</i> Water buffalo <i>Antilope cervicapra</i> Blackbuck</p>	175(1)(3), 176(1), 177, 179, 180, 181(1), 182(1)	2	Whole of the State
<p>CLASS 4</p> <p>AVES</p> <p>STRUTHIONIFORMES</p> <p><u>Struthionidae</u></p> <p><i>Struthio camelus</i> Ostrich</p> <p>RHEIFORMES</p> <p><u>Rheidae</u></p> <p><i>Rhea americana</i> Rhea, Greater</p>	179, 181(1)	3	Whole of the State

Animals	Provisions of Act which are to apply	Category	Control Area
<p>APTERYGIFORMES</p> <p><u>Apterygidae</u></p> <p><i>Apteryx australis</i> Kiwi, Brown</p> <p>CICONIIFORMES</p> <p><u>Phoenicopteridae</u></p> <p><i>Phoenicopus chilensis</i> Flamingo, Chilean <i>Phoenicopus ruber</i> Flamingo, Greater</p> <p>ANSERIFORMES</p> <p><u>Anatidae</u></p> <p><i>Aix galericulata</i> Duck, Mandarin <i>Aix sponsa</i> Duck, Wood <i>Alopochen aegyptiacus</i> Goose, Egyptian <i>Anas platyrhynchos</i> Mallard and all strains of domestic duck <i>Anser anser</i> Goose, Greylag and all domestic strains of geese <i>Anser cygnoides</i> Goose, Swan <i>Aythya novaeseelandiae</i> Scaup, New Zealand <i>Branta canadensis</i> Goose, Canada <i>Cairina moschata</i> Duck, Muscovy <i>Cygnus olor</i> Swan, Mute <i>Tadorna ferruginea</i> Shelduck, Ruddy <i>Tadorna variegata</i> Shelduck, Paradise</p> <p>FALCONIFORMES</p> <p><u>Cathartidae</u></p> <p><i>Vultur gryphus</i> Condor, Andean</p> <p>GALLIFORMES</p> <p><u>Cracidae</u></p> <p><i>Mitu Tuberosa</i> Curassow, Razor-Billed</p> <p><u>Phasianidae</u></p> <p><i>Alectoris chukar</i> Partridge, Chukar <i>Alectoris graeca</i> Partridge, Rock <i>Chrysolophus amherstiae</i> Pheasant, Lady Amherst's <i>Chrysolophus pictus</i> Pheasant, Golden <i>Colinus virginianus</i> Bobwhite, Northern</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Coturnix chinensis</i> Quail, Indian Blue; King Quail (Overseas Subspecies) <i>Coturnix coturnix</i> Quail, Common <i>Coturnix japonica</i> Quail, Japanese <i>Gallus gallus</i> Junglefowl, Red And All Strains Of Domestic Chicken <i>Lophophorus impejanus</i> Pheasant, Himalayan Monal <i>Lophortyx californica</i> Quail, California <i>Lophura diardi</i> Pheasant, Siamese Fireback <i>Lophura leucomelanos</i> Pheasant, Kalij <i>Lophura nycthemera</i> Pheasant, Silver <i>Lophura swinhoii</i> Pheasant, Swinhoe's <i>Meleagris gallopavo</i> Turkey, Common; Wild Turkey <i>Numida meleagris</i> Guineafowl, Helmeted <i>Pavo cristatus</i> Peafowl, Common; Indian Peafowl <i>Pavo muticus</i> Peafowl, Green <i>Phasianus colchicus</i> Pheasant, Common <i>Syrnaticus ellioti</i> Pheasant, Elliot's <i>Syrnaticus reevesii</i> Pheasant, Reeves' <i>Syrnaticus soemmerringii</i> Pheasant, Copper</p> <p>COLUMBIFORMES</p> <p><u>Columbidae</u></p> <p><i>Caloenas nicobarica</i> Pigeon, Nicobar <i>Columba livia</i> Pigeon, Rock; Common Pigeon; Fancy Pigeon <i>Columbina talpacoti</i> Dove, Ruddy Ground; Talpacoti <i>Gallicolumba jobiensis</i> Pigeon, White-Breasted Ground; White-Bibbed Ground-Dove <i>Gallicolumba luzonica</i> Pigeon, Luzon Bleeding Heart <i>Goura victoria</i> Pigeon, Victoria Crowned <i>Oena capensis</i> Dove, Namaqua; Long-Tailed Dove; Masked Dove <i>Streptopelia chinensis</i> Turtle-Dove, Spotted; Spotted Dove <i>Streptopelia decaocto</i> Dove, Collared; Collared Turtle-Dove <i>Streptopelia 'risoria'</i> Turtle-Dove, Ringed, Barbary Dove <i>Streptopelia senegalensis</i> Turtle-Dove, Laughing Dove <i>Streptopelia tranquebarica</i> Collared-Dove, Red</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p>PSITTACIFORMES</p> <p><u>Psittacidae</u></p> <p><i>Agapornis fischeri</i> Lovebird, Fischer's</p> <p><i>Agapornis liliana</i> Lovebird, Nyasa</p> <p><i>Agapornis nigrigenis</i> Lovebird, Black-Cheeked</p> <p><i>Agapornis personatus</i> Lovebird, Masked; Yellow-Collared</p> <p>Lovebird; Black-Masked Lovebird</p> <p><i>Agapornis roseicollis</i> Lovebird, Peach-Faced; Rosy-Faced</p> <p>Lovebird</p> <p><i>Agapornis canus</i> Lovebird, Grey-Headed; Madagascar</p> <p>Lovebird</p> <p><i>Agapornis pullarius</i> Lovebird, Red-Faced</p> <p><i>Agapornis swindernianus</i> Lovebird, Black-Collared</p> <p><i>Agapornis taranta</i> Lovebird, Black-Winged; Abyssinian</p> <p>Lovebird</p> <p><i>Alisterus amboinensis</i> Parrot, Aboina King; Moluccan King Parrot</p> <p><i>Amazona aestiva</i> Amazon, Blue-Fronted; Blue-Fronted Parrot</p> <p><i>Amazona albifrons</i> Amazon, White-Fronted; White-Fronted</p> <p>Parrot</p> <p><i>Amazona amazonica</i> Amazon, Orange-Winged; Orange-Winged</p> <p>Parrot</p> <p><i>Amazona auropalliata</i> Amazon, Yellow-Naped; Yellow-Naped</p> <p>Parrot</p> <p><i>Amazona autumnalis</i> Amazon, Red-Lored</p> <p><i>Amazona finschi</i> Amazona, Lilac-Crowned; Lilac-Crowned</p> <p>Parrot</p> <p><i>Amazona leucocephala</i> Amazon, Cuban; Cuban Parrot</p> <p><i>Amazona ochrocephala</i> Amazon, Yellow-Crowned; Yellow-Crowned</p> <p>Parrot</p> <p><i>Amazona oratrix</i> Amazon, Yellow-Headed; Yellow-Headed</p> <p>Parrot</p> <p><i>Amazona viridigenalis</i> Amazon, Green-Cheeked; Green-Cheeked</p> <p>Parrot;</p> <p>Red-Crowned Amazon; Red-Crowned Parrot</p> <p><i>Anodorhynchus hyacinthinus</i> Macaw, Hyacinth</p> <p><i>Ara ambigua</i> Macaw, Buffon's; Great Green Macaw</p> <p><i>Ara ararauna</i> Macaw, Blue And Yellow; Blue And Gold</p> <p>Macaw</p> <p><i>Ara auricollis</i> Macaw, Yellow-Collared</p> <p><i>Ara chloropterus</i> Macaw, Green-Winged; Red And Green</p> <p>Macaw</p> <p><i>Ara macao</i> Macaw, Scarlet</p> <p><i>Ara manilata</i> Macaw, Red-Bellied</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Ara maracana</i> Macaw, Illiger's; Blue-Winged Macaw <i>Ara militaris</i> Macaw; Military <i>Ara nobilis</i> Macaw; Red-Shouldered <i>Ara rubrogenys</i> Macaw, Red-Fronted <i>Ara severa</i> Macaw, Chestnut-Fronted <i>Aratinga acuticaudata</i> Conure, Blue-Crowned; Blue-Crowned Parakeet <i>Aratinga aurea</i> Conure, Peach-Fronted; Golden-Crowned Conure <i>Aratinga auricapilla</i> Conure, Golden-Capped; Golden-Capped Parakeet <i>Aratinga guarouba</i> Conure, Golden; Golden Parakeet <i>Aratinga jandaya</i> Conure, Janday; Janday Parakeet <i>Aratinga solstitialis</i> Conure, Sun; Sun Parakeet <i>Aratinga weddellii</i> Conure, Dusky-Headed; Dusky-Headed Parakeet <i>Bolborhynchus lineola</i> Parakeet, Barred <i>Cacatua alba</i> Cockatoo, White <i>Nestor notabilis</i> Kea <i>Cacatua moluccensis</i> Cockatoo, Salmon-Crested <i>Chalcopsitta Atra</i> Lory, Black <i>Chalcopsitta cardinalis</i> Lory, Cardinal <i>Cyanoliseus patagonus</i> Parakeet, Burrowing <i>Cyanoramphus auriceps auriceps</i> Parakeet, Yellow-Fronted; Yellow-Fronted Kakariki <i>Cyanoramphus novaezelandiae novaezelandiae</i> Parakeet, Red-Fronted; Red-Fronted Kakariki <i>Deroptryus accipitrinus</i> Parrot, Hawk-Headed; Red-Fan Parrot, <i>Eclactus roratus polychloros</i> Parrot, Red-Sided Eclactus <i>Eclactus roratus solomonensis</i> Parrot, Solomon Island Eclactus <i>Eos bornea</i> Lory, Red <i>Eos cyanogenia</i> Lory, Black-Winged <i>Eos histrio</i> Lory, Red And Blue <i>Eos reticulata</i> Lory, Blue-Streaked <i>Eos squamata</i> Lory, Violet-Necked <i>Loriculus galgulus</i> Parrot, Blue-Crowned Hanging <i>Lorius chlorocercus</i> Lory, Yellow-Bibbed <i>Lorius domicella</i> Lory, Purple-Naped; Purple-Capped Lory <i>Lorius garrulus</i> Lory, Chattering <i>Lorius lory</i></p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p>Lory, Black-Capped <i>Myiopsitta monachus</i></p> <p>Parakeet, Monk; Quaker Parrot <i>Nandayus nenday</i></p> <p>Conure, Nanday; Nanday Parakeet <i>Neopsittacus musschenbroekii</i></p> <p>Lorikeet, Musschenbroek's; Yellow-Billed Lorikeet <i>Pionites leucogaster</i></p> <p>Caique, White-Bellied; White-Bellied Parrot <i>Pionites melanocephala</i></p> <p>Caique, Black-Headed; Black-Headed Parrot <i>Poicephalus guillemi</i></p> <p>Parrot, Red-Fronted <i>Poicephalus meyeri</i></p> <p>Parrot, Brown; Meyer's Parrot <i>Poicephalus rufiventris</i></p> <p>Parrot, Red-Bellied <i>Poicephalus senegalus</i></p> <p>Parrot, Senegal <i>Pseudeos fuscata</i></p> <p>Lory, Dusky <i>Psittacula alexandri</i></p> <p>Parakeet, Moustached; Red-Breasted Parakeet <i>Psittacula columboides</i></p> <p>Parakeet, Malabar <i>Psittacula cyanocephala</i></p> <p>Parakeet, Plum-Headed <i>Psittacula derbiana</i></p> <p>Parakeet, Derbyan <i>Psittacula eupatria</i></p> <p>Parakeet, Alexandrine <i>Psittacula himalayana</i></p> <p>Parakeet, Slaty-Headed <i>Psittacula krameri</i></p> <p>Parakeet, Rose-Ringed; Indian or African Ringneck Parrot or Parakeet <i>Psittacula roseata</i></p> <p>Parakeet, Blossom-Headed <i>Psittacus erithacus</i></p> <p>Parrot, Western Grey; African Grey Parrot <i>Psitteuteles goldiei</i></p> <p>Lorikeet, Goldie's <i>Pyrrhura cruentata</i></p> <p>Conure, Blue-Throated <i>Pyrrhura Egregia</i></p> <p>Conure, Fiery-Shouldered; Fiery-Shouldered Parakeet <i>Pyrrhura frontalis</i></p> <p>Conure, Maroon-Bellied <i>Pyrrhura leucotis</i></p> <p>Conure, White-Eared, White-Eared Parakeet <i>Pyrrhura melanura</i></p> <p>Conure, Maroon-Tailed, Maroon-Tailed Parakeet <i>Pyrrhura molinae</i></p> <p>Conure, Green-Cheeked; Green-Cheeked Parakeet <i>Pyrrhura perlata</i></p> <p>Conure, Pearly; Pearly Parakeet <i>Pyrrhura picta</i></p> <p>Conure, Painted; Painted Parakeet <i>Pyrrhura rhodogaster</i></p> <p>Conure, Crimson-Bellied; Crimson-Bellied Parakeet <i>Pyrrhura rupicola</i></p> <p>Conure, Black-Capped; Black-Capped Parakeet <i>Rhynchopsitta pachyrhyncha</i></p> <p>Parrot, Thick-Billed <i>Trichoglossus euteles</i></p> <p>Lorikeet, Perfect; Olive-Headed Lorikeet</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Trichoglossus johnstoniae</i> Lorikeet, Johnstone's; Mindanao Lorikeet <i>Trichoglossus ornatus</i> Lorikeet, Ornate</p> <p>PASSERIFORMES</p> <p><u>Alaudidae</u></p> <p><i>Alda arvensis</i> Skylark; Eurasian Skylark</p> <p><u>Emberizidae</u></p> <p><i>Coryphospingus cucullatus</i> Finch, Red-Crested <i>Emberiza citrinella</i> Yellowhammer <i>Paroaria coronata</i> Cardinal, Red-Crested <i>Sicalis flaveola</i> Finch, Saffron <i>Tiaris canora</i> Grassquit, Cuban; Cuban Finch <i>Tiaris olivacea</i> Grassquit, Yellow-Faced; Olive Finch <i>Volatinia jacarina</i> Grassquit, Blue-Black; Jacarini Finch</p> <p><u>Estrildidae</u></p> <p><i>Amadina erythrocephala</i> Sparrow, Paradise; Aberdeen Finch; Red-Headed Amadina <i>Amadina fasciata</i> Weaver, Cut-Throat; Cut-Throat Finch; Ribbon Finch <i>Amandava amandava amandava</i> Munia, Red; Red Strawberry Finch; Red Or Indian Avadavat; Tiger Finch; Red Waxbill <i>Amandava formosa</i> Munia, Green; Green Strawberry Finch, Green Avadavat <i>Amandava subflava</i> Waxbill, Zebra; Golden-Breasted Waxbill; Orange-Breasted Waxbill <i>Erythrura cyaneovirens</i> Parrot Finch, Red-Headed <i>Erythrura hyperythra</i> Parrot Finch, Bamboo; Tawny-Breasted Parrot Finch <i>Erythrura pealii</i> Parrot Finch, Fiji <i>Erythrura prasina</i> Parrot Finch, Pin-Tailed <i>Erythrura psittacea</i> Parrot Finch, Red-Throated; Red-Faced Parrot Finch <i>Erythrura trichroa</i> Parrot Finch, Blue-Faced (Excluding Erythrura Sigillifera) <i>Erythrura tricolor</i> Parrot Finch, Tri-Coloured; Three-Coloured Parrot Finch; Tanimbar Parrot Finch <i>Estrilda astrild</i> Waxbill, Common; St Helena Waxbill <i>Estrilda caerulescens</i> Waxbill, Lavender; Lavender Finch <i>Estrilda melpoda</i> Waxbill, Orange-Cheeked <i>Estrilda troglodytes</i> Waxbill, Black-Rumped; Red-Eared Waxbill</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Euschistospiza dybowskii</i> Twin-Spot, Dybowski's <i>Hypargos niveoguttatus</i> Twin-Spot, Peters' <i>Lagonosticta rubricata</i> Fire Finch, Blue-Billed <i>Lagonosticta senegala</i> Fire Finch, Red-Billed <i>Lonchura bicolor</i> Mannikin, Black And White; Rufous-Backed Munia; Blue-Billed Mannikin; Red-Backed Mannikin <i>Lonchura cantans</i> Silverbill, African <i>Lonchura cucullata</i> Mannikin, Bronze-Winged; Bronze Mannikin; Hooded Weaver <i>Lonchura domestica</i> Mannikin, Bengalese <i>Lonchura fringilloides</i> Mannikin, Magpie <i>Lonchura leucogastroides</i> Mannikin, Javanese; Javan Munia <i>Lonchura maja</i> Munia, White-Headed <i>Lonchura malabarica</i> Silverbill, Indian; White-Throated Munia; Common Silverbill <i>Lonchura malacca</i> Mannikin, Chestnut; Tri-Coloured Mannikin; Black-Headed Munia; Black-Headed Nun <i>Lonchura striata (Incl. Domestica)</i> Munia, White-Rumped; Bengalese Mannikin <i>Padda oryzivora</i> Sparrow, Java; Paddy Finch <i>Pytilia hypogrammica</i> Pytilia, Red-Faced; Yellow-Winged Pytilia <i>Pytilia Melba</i> Pytilia, Green-Winged; Melba Finch <i>Pytilia phoenicoptera</i> Pytilia, Crimson-Winged; Aurora Finch <i>Uraeginthus angolensis</i> Cordon-Bleu; Blue-Breasted Cordon-Bleu; Blue-Breasted Waxbill <i>Uraeginthus bengalus</i> Cordon-Bleu, Red-Cheeked <i>Uraeginthus cyanocephalus</i> Cordon-Bleu, Blue-Capped; Blue-Headed Cordon-Bleu <i>Uraeginthus granatina</i> Waxbill, Violet-Eared; Common Grenadier <i>Uraeginthus lanthinogaster</i> Grenadier, Purple; Purple Grenadier Waxbill</p>			
<p><u>Fringillidae</u></p>			
<p><i>Carduelis atriceps</i> Siskin, Black-Capped <i>Carduelis cannabina</i> Linnet, Eurasian <i>Carduelis carduelis</i> Goldfinch; Eurasian Goldfinch <i>Carduelis chloris</i> Greenfinch; European Greenfinch <i>Carduelis cucullata</i> Siskin, Red; Venezuelan Siskin; Black-Hooded Red Siskin <i>Carduelis clammea</i> Redpoll; Common Redpoll <i>Carduelis magellanica</i> Siskin, Hooded; Yellow Siskin; Black-Hooded Yellow Siskin</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<p><i>Carduelis notata</i> Siskin, Black-Headed <i>Carduelis sinica</i> Greenfinch, Oriental <i>Carduelis spinoides</i> Greenfinch, Yellow-Breasted; Black-Headed Greenfinch <i>Carduelis spinus</i> Siskin, European; Spruce Siskin <i>Carduelis uropygialis</i> Siskin, Yellow-Rumped <i>Carpodacus purpureus</i> Finch, Purple <i>Fringilla coelebs</i> Chaffinch <i>Serinus atrogularis</i> Seedeater, Yellow-Rumped; Angolan Singing Finch <i>Serinus canaria</i> Canary, Common; Island Canary <i>Serinus dorsostriatus</i> Canary, White-Bellied <i>Serinus flaviventris</i> Canary, Yellow <i>Serinus leucopygius</i> Seedeater, White-Rumped; Grey Singing Finch <i>Serinus mozambicus</i> Canary, Yellow-Fronted; Green Singing Finch <i>Serinus serinus</i> Serin, European <i>Serinus xanthopygius</i> Seedeater, Abyssinian Yellow-Rumped</p> <p><u>Muscicapidae</u></p> <p><i>Copsychus malabaricus</i> Shama, White-Rumped <i>Copsychus saularis</i> Maggie-Robin; Magpie-Robin, Oriental <i>Leiothrix argentauris</i> Mesia, Silver-Eared <i>Leiothrix lutea</i> Robin, Pekin; Red-Billed Leiothrix <i>Turdus merula</i> Blackbird, Common; Eurasian Blackbird</p> <p><u>Ploceidae</u></p> <p><i>Euplectes afer</i> Bishop, Golden; Napoleon Weaver <i>Euplectes albonotatus</i> Whydah, White-Winged <i>Euplectes axillaris</i> Whydah, Fan-Tailed; Widow Bird; Red-Shouldered Whydah <i>Euplectes orix</i> Weaver, Grenadier; Red Bishop; Orange Bishop Weaver; Northern Red Bishop Weaver <i>Foudia eminentissima</i> Fody, Mascarene; Red-Headed Fody; Comoro Fody <i>Foudia madagascariensis</i> Fody, Madagascan Red; Madagascar Weaver <i>Passer domesticus</i> Sparrow, House <i>Passer flaveolus</i> Sparrow, Plain-Backed; Pegu House Sparrow</p>			

Animals	Provisions of Act which are to apply	Category	Control Area
<i>Passer luteus</i> Sparrow, Sudan Golden <i>Vidua macroura</i> Whydah, Pin-Tailed <i>Vidua paradisea</i> Whydah, Paradise; Eastern Paradise Whydah			
CLASS 5 MAMMALS RODENTIA <i>Cavia porcellus</i> Guinea Pig <i>Mus musculus</i> House Mouse (domestic varieties) <i>Rattus norvegicus</i> Brown Rat (domestic varieties) <i>Rattus rattus</i> Black Rat (domestic varieties) CARNIVORA <i>Canis lupus familiaris</i> Domestic Dog (except dingoes <i>C. lupus dingo</i> and New Guinea wild dog) <i>Mustela putorius furo</i> Domestic ferret PERISSODACTYLA <i>Equus asinus</i> Donkey <i>Equus caballus</i> Horse ARTIODACTYLA <i>Bos indicus</i> Indian Ox <i>Bos taurus</i> Ox <i>Camelus dromedarius</i> Arabian camel <i>Lama glama</i> Llama <i>Lama pacos</i> Alpaca <i>Ovis aries</i> Sheep <i>Sus scrofa</i> Pig <i>Felis Cattus</i> Domestic Cat AMPHIBIA CAUDATA <u>Ambystomatidae</u> <i>Ambystoma mexicanum</i> Axolotl	179, 181(1)	3	Whole of the State
CLASS 6 MAMMALS CARNIVORA	175(1)(3), 176(1), 177, 179, 182(2)	2	Whole of the State

Animals	Provisions of Act which are to apply	Category	Control Area
<i>Vulpes vulpes</i> Red Fox			
CLASS 7 MAMMALS CARNIVORA <i>Vulpes vulpes</i> Red Fox	175(1)(3), 176(1), 177, 179, 180, 182(1)	1	All offshore islands and any vessel adjacent to any such island.
CLASS 8 MAMMALS CARNIVORA <i>Canis lupus dingo</i> Dingo	175(1)(3), 176(1), 177, 179, 181(1), 182(1)	2	South of the dingo fence
CLASS 9 MAMMALS LAGOMORPHA <i>Lepus europeus</i> European hare <i>Oryctolagus cuniculus</i> European rabbit (wild forms) <i>Oryctolagus cuniculus</i> European rabbit (domestic breeds)	175(1)(3), 176(1), 177, 179, 180, 182(1)	1	All offshore islands (including Kangaroo Island but excluding Wardang Island) and any vessel adjacent to any such island.
CLASS 10 MAMMALS LAGOMORPHA <i>Oryctolagus cuniculus</i> European rabbit (wild forms)	175(1)(3), 176(1), 177, 179, 182(2)	3	Whole of the State (excluding any areas specified in other classes)
CLASS 11 MAMMALS LAGOMORPHA <i>Oryctolagus cuniculus</i> European rabbit (domestic breeds)	179, 181(1)	3	Whole of the State (excluding any areas specified in other classes)
CLASS 12 MAMMALS ARTICODACTYLA <i>Capra hircus</i> Goat	176(1), 179, 180, 182(3)	3	Whole of the area comprising the Flinders Ranges Development Plan
CLASS 13 MAMMALS ARTIODACTYLA	175(1), 176(1), 179, 180, 182(3)	3	All offshore islands (excluding Wardang Island and Kangaroo Island)

Animals	Provisions of Act which are to apply	Category	Control Area
<i>Capra hircus</i> Goat			
CLASS 14 MAMMALS ARTIODACTYLA <i>Capra hircus</i> Goat	179, 182(3)	3	Whole of the State (excluding any areas specified in other classes)
CLASS 15 MAMMALS ARTIODACTYLA <i>Capra hircus</i> (Captured feral goat that has been held in captivity for less than three months)	175(1)(3), 176(1), 179, 182(3)	3	Whole of the State (excluding any areas specified in other classes)
CLASS 16 MAMMALS ARTIODACTYLA <i>Axis axis</i> Chital (Axis) Deer <i>Axis porcinus</i> Hog Deer <i>Cervus canadensis</i> Wapiti <i>Cervus elaphus</i> Red Deer <i>Cervus timoriensis</i> Javan Rusa Deer <i>Cervus unicolor</i> Sambar <i>Dama dama</i> Fallow Deer	175(1)(3), 176(1), 177, 179, 180, 182(1)	3	All offshore islands excluding Kangaroo Island
CLASS 17 MAMMALS ARTIODACTYLA <i>Axis axis</i> Chital (Axis) Deer <i>Axis porcinus</i> Hog Deer <i>Cervus canadensis</i> Wapiti <i>Cervus elaphus</i> Red Deer <i>Cervus timoriensis</i> Javan Rusa Deer <i>Cervus unicolor</i> Sambar <i>Dama dama</i> Fallow Deer	179, 181(1), 182(3)	3	Whole of the State (excluding any areas specified in other classes)
CLASS 18 MAMMALS RODENTIA <i>Mus musculus</i> House mouse—wild forms	176(1), 179	3	Whole of the State

Animals	Provisions of Act which are to apply	Category	Control Area
<i>Rattus norvegicus</i> Brown rat—wild forms <i>Rattus rattus</i> Black rat—wild forms			
CLASS 19 AVES PASSERIFORMES <i>Sturnus vulgaris</i> Common starling	175(1), 179	3	The whole of the State west of a longitudinal line through Ceduna

Schedule 2

Plants	Provisions of Act which are to apply	Category	Control Area
CLASS 1A alkali sida <i>Malvella leprosa</i> alligator weed <i>Alternanthera philoxeroides</i> khaki weed <i>Alternanthera pungens</i> arrowhead <i>Sagittaria montevidensis</i> broad-kernel espartillo <i>Achnatherum caudatum</i> broomrapes <i>Orobancha</i> spp. (excluding <i>Orobancha australiana</i>) cane needlegrass <i>Nassella hyalina</i> elodea <i>Elodea canadensis</i> Eurasian water-milfoil <i>Myriophyllum spicatum</i> horsetail <i>Equisetum</i> spp. (excluding dead shoots) hydrocotyle <i>Hydrocotyle ranunculoides</i> lagarosiphon <i>Lagarosiphon major</i> leafy elodea <i>Egeria densa</i> Mexican feathergrass <i>Nassella tenuissima</i> parthenium weed <i>Parthenium hysterophorus</i> perennial thistle <i>Cirsium arvense</i>	175(1)(2), 177(1)(2), 180(1)(2)(3), 182(1)(3), 185(1)	1	The whole of the State

Plants	Provisions of Act which are to apply	Category	Control Area
<p>pink pampas grass <i>Cortaderia jubata</i></p> <p>poison buttercup <i>Ranunculus sceleratus</i></p> <p>primrose willow <i>Ludwigia peruviana</i></p> <p>salvinia <i>Salvinia molesta</i></p> <p>ragwort <i>Senecio jacobaea</i></p> <p>Senegal tea plant <i>Gymnocoronis spilanthoides</i></p> <p>serrated tussock <i>Nassella trichotoma</i></p> <p>toe toe <i>Cortaderia richardii</i></p> <p>water caltrop <i>Trapa natans</i></p> <p>water hyacinth <i>Eichhornia crassipes</i></p> <p>water soldier <i>Stratiotes aloides</i></p>			
<p>CLASS 1B</p> <p>sagittaria <i>Sagittaria graminea</i></p>	<p>175(1)(2), 177(1)(2), 185(1)</p> <p>180(1)(2)(3), 182(1)(3)</p> <p>182(2)(3)</p>	1	<p>The whole of the State</p> <p>The whole of the State except the area specified in relation to section 182(2)</p> <p>That part of the area of the Mid Murray Council generally south of Walkers Flat ferry crossing and generally north of Mannum ferry crossing.</p>
<p>CLASS 1C(i)</p> <p>mesquite <i>Prosopis</i> spp. (excluding seasoned dry timber)</p> <p>parkinsonia <i>Parkinsonia aculeata</i></p>	<p>175(1)(2), 177(1)(2), 180(1), 182(1)(3), 185(1)</p>	1	The whole of the State
<p>CLASS 1C(ii)</p> <p>prickly pear <i>Opuntia</i> spp. (excluding spineless <i>Opuntia ficus-indica</i>)</p>	<p>175(1)(2), 177(1)(2), 182(2)(3), 185(1)</p>	1	The whole of the State
<p>CLASS 1C(iii)</p> <p>rampion mignonette <i>Reseda phyteuma</i></p>	<p>175(1)(2), 177(1)(2), 180(1)(2)(3), 185(1)</p> <p>182(1)(3)</p>	3	<p>The whole of the State</p> <p>The whole of the State except the areas specified in relation to section 182(2)</p>

Plants	Provisions of Act which are to apply	Category	Control Area
	182(2)(3)		Hundred of Clare
CLASS 1D(i) golden dodder <i>Cuscuta campestris</i>	175(1)(2), 177(1)(2), 182(3), 185(1) 180(1)(2)(3), 182(1) 182(2)	1	The whole of the State The whole of the State except the areas specified in relation to section 182(2) The areas of the following Councils: Berri Barmera Council, Mid Murray Council, District Council of Loxton Waikerie, District Council of Renmark Paringa; and the areas of Counties Hamley and Young.
CLASS 1D(ii) Chilean dodder <i>Cuscuta suaveolens</i> red dodder <i>Cuscuta planiflora</i>	175(1)(2), 177(1)(2), 180(1)(2)(3), 182(2)(3), 185(1)	1	The whole of the State
CLASS 1D(iii) large-seeded dodder <i>Cuscuta indecora</i>	175(1)(2), 177(1)(2), 180(1)(2)(3), 182(1)(3), 185(1)	1	The whole of the State
CLASS 1D(iv) dodders All other <i>Cuscuta</i> spp. not specifically referred to in this schedule	175(1)(2), 177(1)(2)	1	The whole of the State
CLASS 1E poison ivy <i>Toxicodendron radicans</i> rhus tree <i>Toxicodendron succedaneum</i>	177(1)(2), 182(1)(3)	3	The whole of the State
CLASS 1F water-dropwort <i>Oenanthe pimpinelloides</i>	177(1)(2), 175(2), 182(2)(3) 180(1)(2)(3)	3	The whole of the State The whole of the State excluding the following areas: All of the land contained in Sections 54, 111, 125, 132, 133, 557, 773, 774, 775, 857, 858, 859, 860, 3320, 3426, 3456, 3457, 3458, 3459, 3460, 3463, 3465, 3466, 3467, 3468, 3470, 3471, 3472, 3474, 3475, 3477, 3478, 3479, 3480, 3485 and 3504, Hundred of Kuitpo and roads abutting this area and the area of land within the township of Meadows

Plants	Provisions of Act which are to apply	Category	Control Area
CLASS 2A creeping knapweed <i>Acroptilon repens</i> hoary cress <i>Cardaria draba</i> silverleaf nightshade <i>Solanum elaeagnifolium</i>	175(2), 177(1)(2), 180(1), 182(2)(3), 185(1)	2	The whole of the State
CLASS 2B Noogoora burr complex <i>Xanthium strumarium</i>	175(1)(2), 177(1)(2), 180(1), 185(1) 182(1)(3) 182(2)(3)	2	The whole of the State The whole of the State except the area specified in relation to section 182(2) All areas within Local Government. The area contained in the Yadlamalka Pastoral lease. The areas of Counties Hamley and Young.
CLASS 2C African boxthorn <i>Lycium ferocissimum</i> African lovegrass <i>Eragrostis curvula</i> (excluding the cultivar 'Consol') Bathurst burr <i>Xanthium spinosum</i> bridal creeper <i>Asparagus asparagoides</i> and <i>Asparagus declinatus</i> field garlic <i>Allium vineale</i> gorse or furze <i>Ulex europaeus</i> three-corner jack <i>Emex</i> spp.	175(2), 177(1)(2), 182(2)(3), 185(1)	2	The whole of the State
CLASS 2D bladder campion <i>Silene vulgaris</i> Calomba daisy <i>Oncosiphon suffruticosum</i> one-leaf Cape tulip <i>Moraea flaccida</i> two-leaf Cape tulip <i>Moraea miniata</i>	175(2), 177(1)(2), 182(2)(3), 185(1) 180(1)	2	The whole of the State Area of the following Councils: District Council of Elliston, District Council of Le Hunte.

Plants	Provisions of Act which are to apply	Category	Control Area
CLASS 2E caltrop <i>Tribulus terrestris</i>	175(2), 177(1)(2), 182(2)(3), 185(1) 180(1)	2	The whole of the State Area of the following Councils: District Council of Elliston, District Council of Le Hunte, District Council of Yorke Peninsula.
CLASS 2F cutleaf mignonette <i>Reseda lutea</i>	175(2), 177(1)(2), 182(2)(3), 185(1) 180(1)	2	The whole of the State Area of the following Councils: District Council of Barunga West, District Council of the Copper Coast, District Council of Yorke Peninsula.
CLASS 2G innocent weed <i>Cenchrus incertus and Cenchrus longispinus</i>	175(2), 177(1)(2), 182(2)(3), 185(1) 180(1)	2	The whole of the State Area of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, District Council of Ceduna, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Corporation of the Town of Gawler, Regional Council of Goyder, District Council of Grant, Kangaroo Island Council, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Mallala, Mid Murray Council, District Council of Mount Barker, District Council of Mount Remarkable, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Playford, City of Port Augusta, Port Pirie Regional Council, District Council of Robe, City of Salisbury, District Council of Streaky Bay, District Council of Tatiara, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, Corporation of the City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula Any area of the State that is not within the area of local government.
CLASS 2H skeleton weed <i>Chondrilla juncea</i>	175(2), 177(1)(2), 182(2)(3), 185(1) 180(1)	2	The whole of the State The areas of the following Councils: Alexandrina Council, District Council of Ceduna, District Council of Cleve, District Council of Elliston, District Council of Franklin Harbour, Corporation of the Town of Gawler,

Plants	Provisions of Act which are to apply	Category	Control Area
			<p>District Council of Grant, District Council of Kimba, Naracoorte Lucindale Council, District Council of Le Hunte, District Council of Lower Eyre Peninsula, District Council of Mallala, City of Onkaparinga, City of Playford, City of Port Lincoln, District Council of Streaky Bay, District Council of Tumby Bay, City of Victor Harbor, Wattle Range Council, Corporation of the City of Whyalla, District Council of Yankalilla.</p> <p>The areas of Counties Hopetoun and Kintore.</p>
<p>CLASS 2I</p> <p>Coolatai grass <i>Hyparrhenia hirta</i></p>	<p>175(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, Berri Barmera Council, Corporation of the Town of Gawler, District Council of Mallala, District Council of Mount Barker, City of Onkaparinga, City of Playford, District Council of Renmark Paringa, City of Salisbury, City of Tea Tree Gully, City of Victor Harbor, District Council of Yankalilla.</p>
<p>CLASS 2J</p> <p>perennial ragweed <i>Ambrosia spp.</i></p>	<p>175(2), 177(1)(2), 182(2)(3), 185(1)</p> <p>180(1)(2)(3)</p>	2	<p>The whole of the State</p> <p>The whole of the State except the areas of the following Councils: Corporation of the City of Adelaide, City of Burnside, Corporation of the City of Campbelltown, City of Charles Sturt, City of Holdfast Bay, Corporation of the City of Marion, City of Mitcham, City of Norwood, Payneham and St Peters, City of Port Adelaide Enfield, City of Prospect, City of Salisbury, City of Tea Tree Gully, Corporation of the City of Unley, Corporation of the Town of Walkerville, City of West Torrens.</p>
<p>CLASS 2K</p> <p>false caper <i>Euphorbia terracina</i></p>	<p>175(2), 177(1)(2), 182(2)(3), 185(1)</p>	2	The whole of the State
<p>CLASS 2L</p> <p>Chilean needlegrass <i>Nassella neesiana</i></p> <p>plumerillo <i>Jarava plumosa</i></p> <p>Texas needlegrass <i>Nassella leucotricha</i></p>	<p>175(1)(2), 177(1)(2), 180(1)(2)(3), 182(2)(3), 185(1)</p>	2	The whole of the State
<p>CLASS 3A</p> <p>African feathergrass <i>Pennisetum macrourum</i></p>	<p>175(2), 177(1)(2)</p>	2	The whole of the State

Plants	Provisions of Act which are to apply	Category	Control Area
	182(2)(3), 185(1)		The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, District Council of Barunga West, The Barossa Council, Berri Barmera Council, District Council of Ceduna, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Corporation of the Town of Gawler, District Council of Grant, Regional Council of Goyder, Kangaroo Island Council, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Mount Gambier, District Council of Mount Remarkable, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Playford, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, City of Salisbury, Southern Mallee District Council, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, Wakefield Regional Council, Wattle Range Council, Corporation of the City of Whyalla, City of Victor Harbor, District Council of Yankalilla, District Council of Yorke Peninsula.
CLASS 3B African rue <i>Peganum harmala</i>	175(2), 177(1)(2), 182(2)(3), 185(1) 180(1)	2	The whole of the State The areas of the following Councils: Berri Barmera Council, District Council of Ceduna, District Council of Cleve, Coorong District Council, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Regional Council of Goyder, District Council of Karoonda East Murray, District Council of Kimba, District Council of Le Hunte, District Council of Loxton Waikerie, Mid Murray Council, District Council of Mount Remarkable, Northern Areas Council, District Council of Orroroo Carrieton, District Council of Peterborough, Port Pirie Regional Council, City of Port Augusta, District Council of Renmark Paringa, Southern Mallee District Council, District Council of Streaky Bay, Corporation of the City of Whyalla. Any area of the State that is not within Local Government.

Plants	Provisions of Act which are to apply	Category	Control Area
<p>CLASS 3C</p> <p>blackberry <i>Rubus fruticosus</i> sp. agg. excluding a) any detached fruit b) the following cultivars when planted and maintained for domestic or commercial purposes under conditions approved by the Minister:</p> <ul style="list-style-type: none"> i. 'Black Satin' ii. 'Dirksen Thornless' iii. 'Smoothstem' iv. 'Thornfree' v. 'Loch Ness' vi. 'Chester Thornless' 	<p>175(1)(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, Berri Barmera Council, City of Burnside, District Council of Ceduna, City of Charles Sturt, Clare & Gilbert Valleys Council, District Council of the Copper Coast, District Council of Elliston, Regional Council of Goyder, District Council of Grant, City of Holdfast Bay, Kangaroo Island Council, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Mount Gambier, District Council of Mount Remarkable, Rural City of Murray Bridge, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, City of Port Adelaide Enfield, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, City of Prospect, District Council of Renmark Paringa, District Council of Robe, District Council of Streaky Bay, District Council of Tatiara, City of Tea Tree Gully, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, District Council of Yankalilla.</p>
<p>CLASS 3D(i)</p> <p>dog rose <i>Rosa canina</i></p>	<p>175(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Grant, District Council of Loxton Waikerie, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Mount Gambier, City of Onkaparinga, City of Victor Harbor, Wattle Range Council, District Council of Yankalilla.</p>
<p>CLASS 3D(ii)</p> <p>sweet briar <i>Rosa rubiginosa</i></p>	<p>175(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Grant, District Council of Loxton Waikerie, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Mount Gambier, City of Onkaparinga, City of Victor Harbor, District Council of Yankalilla.</p>
<p>CLASS 3E</p> <p>horehound <i>Marrubium vulgare</i></p>	<p>175(2), 177(1)(2)</p>	2	<p>The whole of the State</p>

Plants	Provisions of Act which are to apply	Category	Control Area
	182(2)(3), 185(1)		The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, Berri Baramera Council, District Council of Ceduna, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Corporation of the Town of Gawler, Regional Council of Goyder, District Council of Grant, Kangaroo Island Council, District Council of Karoonda East Murray, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, District Council of Mount Barker, District Council of Mount Remarkable, Rural City of Murray Bridge, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Playford, City of Port Adelaide Enfield, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, City of Salisbury, Southern Mallee District Council, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula.
CLASS 3F Lincoln weed <i>Diplotaxis tenuifolia</i>	175(2), 177(1)(2) 182(2)(3), 185(1)	2	The whole of the State The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, Berri Baramera Council, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Regional Council of Goyder, District Council of Grant, City of Holdfast Bay, Kangaroo Island Council, District Council of Karoonda East Murray, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, Rural City of Murray Bridge, Mid Murray Council, District Council of Mount Barker, City of Mount Gambier, District Council of Mount Remarkable, Naracoorte Lucindale Council, Northern Areas Council, City of

Plants	Provisions of Act which are to apply	Category	Control Area
			Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, City of Salisbury, Southern Mallee District Council, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, Corporation of the City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula.
<p>CLASS 3G</p> <p>pheasant's eye <i>Adonis microcarpa</i></p>	<p>175(2), 177(1)(2)</p> <p>180(1)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>The areas of the following Councils: Clare and Gilbert Valleys Council, District Council of Cleve, District Council of Franklin Harbor, District Council of Kimba, Light Regional Council, Wakefield Regional Council, City of Whyalla.</p> <p>The areas of the following Councils: Alexandrina Council, Berri Barmera Council, District Council of Ceduna, Coorong District Council, Clare and Gilbert Valleys Council, District Council of Cleve, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbor, Regional Council of Goyder, Kangaroo Island Council, District Council of Karoonda East Murray, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, Mid Murray Council, District Council of Mount Remarkable, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula.</p> <p>Any area of the State outside of local government.</p>
<p>CLASS 3H</p> <p>salvation Jane <i>Echium plantagineum</i></p>	<p>175(2), 177(1)(2)</p> <p>180(1)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>Area of the District Council of Grant</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina</p>

Plants	Provisions of Act which are to apply	Category	Control Area
			<p>Council, The Barossa Council, District Council of Ceduna, City of Charles Sturt, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of Elliston, District Council of Franklin Harbour, Corporation of the Town of Gawler, District Council of Grant, City of Holdfast Bay, Kangaroo Island Council, District Council of Karoonda East Murray, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Mount Gambier, District Council of Mount Remarkable, Rural City of Murray Bridge, Naracoorte Lucindale Council, City of Onkaparinga, City of Playford, City of Port Adelaide Enfield, City of Port Lincoln, Port Pirie Regional Council, District Council of Robe, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, City of West Torrens, Corporation of the City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula.</p> <p>The areas of the Counties of Hopetoun and Kintore.</p>
<p>CLASS 3I</p> <p>soldier thistle <i>Picnomon acarna</i></p>	<p>175(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	<p>2</p>	<p>The whole of the State</p> <p>The areas of the following Councils: Alexandrina Council, The Barossa Council, District Council of Barunga West, Clare & Gilbert Valleys Council, Coorong District Council, District Council of the Copper Coast, The Flinders Ranges Council, Corporation of the Town of Gawler, Regional Council of Goyder, District Council of Karoonda East Murray, Kingston District Council, Light Regional Council, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, District Council of Mount Remarkable, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Ororoo Carrieton, District Council of Peterborough, City of Playford, City of Port Augusta, Port Pirie Regional Council, District Council of Robe, District Council of Tatiara, City of Victor Harbor, Wakefield Regional Council, District Council of Yankalilla, District Council of Yorke Peninsula.</p>
<p>CLASS 3J</p> <p>soursob <i>Oxalis pes-caprae</i></p>	<p>175(2), 177(1)(2)</p>	<p>2</p>	<p>The whole of the State</p>

Plants	Provisions of Act which are to apply	Category	Control Area
	182(2)(3), 185(1)		<p>The areas of the following Councils: Adelaide Hills Council, District Council of Elliston, District Council of Cleve, District Council of Franklin Harbour, District Council of Grant, District Council of Kimba, Kingston District Council, District Council of Le Hunte, District Council of Mount Barker, Naracoorte Lucindale Council, District Council of Robe, District Council of Tatiara, Corporation of the City of Whyalla</p> <p>The areas of the Counties of Hopetoun and Kintore.</p> <p>The area of any land in the State used for the extraction or removal of soil, loam, sand or gravel.</p>
<p>CLASS 3K</p> <p>variegated thistle <i>Silybum marianum</i></p>	<p>175(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	2	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, District Council of Ceduna, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, District Council of Franklin Harbour, Corporation of the Town of Gawler, Regional Council of Goyder, District Council of Grant, City of Holdfast Bay, Kangaroo Island Council, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, District Council of Mallala, Corporation of the City of Marion, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Mount Gambier, Rural City of Murray Bridge, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, City of Playford, City of Port Augusta, City of Port Lincoln, District Council of Robe, City of Salisbury, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, Corporation of the City of Whyalla, District Council of Yankalilla.</p>
<p>CLASS 3L</p> <p>wild artichoke <i>Cynara cardunculus</i></p>	<p>175(2), 177(1)(2)</p> <p>182(2)(3), 185(1)</p>	3	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, Berri Barmera Council, City of Burnside, Clare & Gilbert Valleys Council, Coorong District Council, District</p>

Plants	Provisions of Act which are to apply	Category	Control Area
			Council of the Copper Coast, The Flinders Ranges Council, Corporation of the Town of Gawler, Regional Council of Goyder, Kingston District Council, Light Regional Council, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, City of Mitcham, District Council of Mount Barker, District Council of Mount Remarkable, Rural City of Murray Bridge, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Playford, City of Port Augusta, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, City of Salisbury, District Council of Tatiara, City of Tea Tree Gully, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, District Council of Yankalilla.
CLASS 3M yellow burrweed <i>Amsinckia</i> spp.	175(2), 177(1)(2) 180(1)	2	The whole of the State The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, Berri Barmera Council, District Council of Ceduna, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Corporation of the Town of Gawler, Regional Council of Goyder, District Council of Grant, City of Holdfast Bay, Kangaroo Island Council, District Council of Karoonda East Murray, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, District Council of Mount Barker, City of Mount Gambier, District Council of Mount Remarkable, Rural City of Murray Bridge, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Playford, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, City of Salisbury, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, Corporation of the City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula.

Plants	Provisions of Act which are to apply	Category	Control Area
	182(2)(3), 185(1)		<p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, District Council of Barunga West, Berri Barmera Council, District Council of Ceduna, Clare & Gilbert Valleys Council, District Council of Cleve, Coorong District Council, District Council of the Copper Coast, District Council of Elliston, The Flinders Ranges Council, District Council of Franklin Harbour, Corporation of the Town of Gawler, Regional Council of Goyder, District Council of Grant, City of Holdfast Bay, Kangaroo Island Council, District Council of Karoonda East Murray, District Council of Kimba, Kingston District Council, District Council of Le Hunte, Light Regional Council, District Council of Lower Eyre Peninsula, District Council of Loxton Waikerie, District Council of Mallala, Mid Murray Council, District Council of Mount Barker, City of Mount Gambier, District Council of Mount Remarkable, Rural City of Murray Bridge, Naracoorte Lucindale Council, Northern Areas Council, City of Onkaparinga, District Council of Orroroo Carrieton, District Council of Peterborough, City of Playford, City of Port Augusta, City of Port Lincoln, Port Pirie Regional Council, District Council of Renmark Paringa, District Council of Robe, City of Salisbury, Southern Mallee District Council, District Council of Streaky Bay, District Council of Tatiara, District Council of Tumby Bay, City of Victor Harbor, Wakefield Regional Council, Wattle Range Council, Corporation of the City of Whyalla, District Council of Yankalilla, District Council of Yorke Peninsula.</p> <p>The areas of the Counties of Hopetoun and Kintore.</p>
<p>CLASS 4</p> <p>boneseed <i>Chrysanthemoides monilifera</i></p>	175(2), 177(1)(2), 182(2)(3), 185(1)	2	The whole of the State
<p>CLASS 5A</p> <p>azzarola <i>Crataegus sinaica</i></p> <p>may <i>Crataegus monogyna</i></p>	175(2), 177(1)(2)	2	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, City of Burnside, District Council of Mount Barker, Wattle Range Council.</p>
<p>CLASS 5B(i)</p> <p>Cape or Montpellier broom <i>Genista monspessulana</i></p>	175(2), 177(1)(2)	3	<p>The whole of the State</p> <p>The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, City of Charles Sturt, City of Mount Gambier, District Council of Grant, City of</p>

Plants	Provisions of Act which are to apply	Category	Control Area
			Holdfast Bay, Kangaroo Island Council, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Onkaparinga, City of Victor Harbor, District Council of Yankalilla.
CLASS 5B(ii) English or Scotch broom <i>Cytisus scoparius</i>	175(2), 177(1)(2) 182(2)(3)	3	The whole of the State The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, City of Charles Sturt, City of Mount Gambier, City of Holdfast Bay, Kangaroo Island Council, Mid Murray Council, District Council of Mount Barker, City of Onkaparinga, City of Victor Harbor, Wattle Range Council, District Council of Yankalilla.
CLASS 5C bulbil watsonia <i>Watsonia meriana</i> var. <i>bulbillifera</i>	175(2), 177(1)(2) 182(2)(3)	3	The whole of the State The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, Mid Murray Council, City of Mitcham, District Council of Mount Barker, City of Onkaparinga, City of Victor Harbor, Wattle Range Council, District Council of Yankalilla.
CLASS 5D olive <i>Olea europaea</i> (not planted and maintained for domestic or commercial use)	182(2)(3), 185(1)	2	The whole of the State
CLASS 5E Aleppo pine <i>Pinus halepensis</i> (not planted and maintained for domestic or commercial use)	182(2)(3), 185(1)	3	The areas of the following Councils: District Council of Lower Eyre Peninsula, City of Mitcham, City of Port Lincoln, District Council of Tumby Bay
CLASS 6 field bindweed <i>Convolvulus arvensis</i> nutgrass <i>Cyperus rotundus</i>	175(2), 177(1)(2) 182(1)(3), 185(1)	2	The whole of the State. The area of any land in the State used for the extraction or removal of soil, loam, sand or gravel.
CLASS 7A onion weed <i>Asphodelus fistulosus</i>	182(2)(3), 185(1)	3	The areas of the following Councils: Coorong District Council, Regional Council of Goyder, Kingston District Council, Mid Murray Council, District Council of Mount Remarkable, District Council of Orroroo Carrieton, District Council of Peterborough, Port Pirie Regional Council, District Council of Robe, District Council of Tatiara, District Council of Yorke Peninsula.
CLASS 7B slender thistle <i>Carduus tenuiflorus</i>	182(2)(3), 185(1)	3	The areas of the following Councils: Adelaide Hills Council, Alexandrina Council, The Barossa Council, Clare &

Plants	Provisions of Act which are to apply	Category	Control Area
			Gilbert Valleys Council, District Council of Cleve, District Council of Franklin Harbour, District Council of Grant, District Council of Kimba, Light Regional Council, Mid Murray Council, District Council of Mount Barker, City of Mount Gambier, City of Onkaparinga, City of Victor Harbor, Wakefield Regional Council, Corporation of the City of Whyalla, District Council of Yankalilla.
CLASS 7C Buchan weed <i>Hirschfeldia incana</i>	182(2)(3), 185(1)	3	The areas of the following Councils: District Council of Grant, City of Mount Gambier.
CLASS 7D three-horned bedstraw <i>Galium tricornutum</i>	182(2)(3), 185(1)	3	The areas of the following Councils: District Council of Ceduna, District Council of Cleve, District Council of Elliston, District Council of Franklin Harbour, District Council of Kimba, District Council of Le Hunte, District Council of Lower Eyre Peninsula, City of Port Lincoln, District Council of Streaky Bay, District Council of Tumby Bay, Corporation of the City of Whyalla.
CLASS 7E carrot <i>Daucus carota</i> (not planted)	182(2)(3), 185(1)	3	The areas of the following Councils: District Council of Grant, Kingston District Council, City of Mount Gambier, Naracoorte Lucindale Council, District Council of Robe, District Council of Tatiara, Wattle Range Council.
CLASS 7F spear thistle <i>Carduus tenuiflorus</i> three-cornered garlic <i>Allium triquetrum</i>	182(2)(3), 185(1)	3	The areas of the following Councils: Adelaide Hills Council, The Barossa Council, District Council of Mount Barker.
CLASS 8 galvanised burr <i>Sclerolaena birchii</i>	180(1)(2)(3)		The whole of the State.
CLASS 9A bifora <i>Bifora testiculata</i>	175(1)(2), 177(1)(2) 180(1)	2	The whole of the State. The areas of the following Councils: District Council of Elliston, District Council of Le Hunte, District Council of Lower Eyre Peninsula, City of Port Lincoln, District Council of Tumby Bay.
CLASS 9B kochia <i>Kochia scoparia</i> (excluding the cultivar 'Trichophylla') distichlis <i>Distichlis spicata</i> 'Nypa Reclamation' and any	175(1)(2), 177(1)(2)	2	The whole of the State.

Plants	Provisions of Act which are to apply	Category	Control Area
cultivars of <i>Distichlis spicata</i> consisting of lines that include seedbearing individuals			
CLASS 10 muskweed <i>Myagrurn perfoliatum</i> nightstock <i>Matthiola longipetala</i>	177(1)(2)	2	The whole of the State.
CLASS 11 athel pine <i>Tamarix aphylla</i> cabomba <i>Cabomba caroliniana</i> common lantana <i>Lantana camara</i> hymenachne <i>Hymenachne amplexicaulis</i> mimosa <i>Mimosa pigra</i> pond apple <i>Annona glabra</i> prickly acacia <i>Acacia nilotica</i> subsp. <i>indica</i> rubber vine <i>Cryptostegia grandiflora</i> willows <i>Salix</i> spp., excluding <i>Salix babylonica</i> , <i>Salix calodendron</i> and <i>Salix reichardii</i>	177(1)(2)	3	The whole of the State.

This notice will come into operation on 1 July 2005.

JOHN HILL, Minister for Environment and Conservation

PARAFIELD AIRPORT

SCHEDULE OF CHARGES Effective from 1st July 2005

The prices shown in this schedule are inclusive of GST.

The following charges apply to the use of Parafield Airport:-

(a) LANDING CHARGE

- i) For each aircraft weighing more than 10,000 kg MTOW, a charge of \$6.17 per 1,000 kg MTOW pro-rata.
- ii) For aircraft landing at Parafield Airport for the purposes of undergoing substantial maintenance on the airport and weighing less than 10,000 kg MTOW, a single charge of \$6.17 per 1,000 kg MTOW pro-rata.
- iii) For the purposes of an aircraft undergoing substantial maintenance, evidence in the form of a Substantial Maintenance Claim Form must be submitted to the Credit Controller at Parafield Airport Ltd (PAL) within 24 hours of the aircraft landing at Parafield Airport. If PAL is not notified of an aircraft landing for substantial maintenance within 24 hours, then a daily charge of \$6.17 per 1,000 kg MTOW pro-rata will be levied in addition to the landing charge. It is the responsibility of the aircraft owner/operator to ensure that the form is lodged with PAL by the due date.

(b) GENERAL AVIATION ACCESS CHARGE (GAAC)

For each aircraft not covered by (a) above a GAAC of \$6.17 per 1,000 kg MTOW pro-rata per day or part of a day will be made.

GAAC may be paid in advance for periods of one month, six months or twelve months. Advance payment will attract a discount as shown in the table below.

	Rate per 1,000 kg MTOW Pro-rata	Effective discount rate
One month	\$169	10%
Six months	\$901	20%
Twelve months	\$1,576	30%

(MTOW = maximum take-off weight as specified by the manufacturer)

This Schedule may change from time to time. By using Parafield Airport the Aircraft Operator is deemed to have accepted these Charges as amended from time to time.

Parafield Airport Ltd ABN 68 075 176 608

Registered Office: 1 James Schofield Drive, Adelaide Airport, SA 5950.

Administration Office: Building 18, Tigermoth Lane, Parafield Airport, SA 5106

www.aal.com.au

NURSES BOARD OF SOUTH AUSTRALIA

Authorised Nurse Practitioners

NOTICE is hereby given of Authorised Nurse Practitioners for publication in the *Gazette* as of 30 June 2005:

Nurse ID #	Surname	Name	Authorised Date	Practice Band	Special Practice Area	Medication Prescribing
59845	Birchmore	Elizabeth Janet	20.12.2002	Acute Care	Coronary Care Cardiology	Non Prescribing
44536	Glaetzer	Karen Michelle	15.8.2003	Community Health	Palliative Care (Adult)	Non Prescribing
64421	Christofis	Luke Andrew	23.12.2003	Acute Care	Emergency	Non Prescribing
48129	Ford	Caroline Ann	1.4.2004	Community Health	Diabetes	Non Prescribing
42366	Morcom	Joylene Margaret	26.11.2004	Acute Care	Colorectal Disorders	Non Prescribing
53779	Coates	Donna Michele	8.2.2005	Acute Care	Continence	Non Prescribing
74044	Trodgon	Monika Goodwin	13.5.2005	Acute Care	Adult Health	Non Prescribing
29546	Buckman	Julie Anne	16.6.2005	Acute Care	Respiratory	Non Prescribing

Dated 30 June 2005.

A. WILLIS, Senior Project Adviser to the Chief Executive Officer

PETROLEUM ACT 2000

Application for Grant of Associated Facilities Licence—AFL 28

PURSUANT to section 65 (6) of the Petroleum Act 2000 (the Act) and Delegation dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, notice is hereby given that an application for the grant of an Associated Facilities Licence over the area described below has been received from Stuart Petroleum Limited.

Description of Application Area

A 50 m buffer around line segments defined by the following pairs of co-ordinates (GDA 94), adjacent to Petroleum Exploration Licence PEL 102.

From		To	
475424E	6960838N	477375E	6959634N
475420E	6962977N	478000E	6961458N
475420E	6964147N	478406E	6962370N
475415E	6965374N	479442E	6963063N
475415E	6966517N	477149E	6965592N
475422E	6962246N	478169E	6966093N

Dated 28 June 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

Suspension of Petroleum Exploration Licence—PEL 101

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum Act 2000, from and including 1 June 2005 to 31 August 2005, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of Petroleum Exploration Licence PEL 101 is now determined to be 29 October 2008.

Dated 22 June 2005.

C. D. COCKSHELL, Acting Director Petroleum Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

THE RENMARK IRRIGATION TRUST

Annual Elections 2005

NOTICE is hereby given that, at the close of nominations at noon on Monday, 20 June 2005, the following valid nominations were duly received by me:

For the Office of Members:
Andrew Patrick Arruzzolo
Philip John Binder
John Francis Craker
Peter Christopher Weir

As no more nominations were received than there are vacancies to be filled, I therefore declare the abovenamed ratepayers elected as Members of the Trust for terms of two years commencing on the first Saturday in July 2005.

For the Office of Auditor:
Gregory James Thornley, A.C.A.

I therefore declare Gregory James Thornley duly elected as an Auditor of the Trust for a term of two years commencing on the first Monday in September 2005.

W. D. MORRIS, Returning Officer

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER*Road Closure
Refinery Road and Restorer Street, Ethelton and Rennie Road,
Ethelton and Glanville*

BY Road Process Order made on 13 April 2005, the City of Port Adelaide Enfield ordered that:

1. The whole of the public road (Refinery Road and Restorer Street) and portion of the public road (Rennie Road), more particularly delineated and lettered 'A' on Preliminary Plan No. 04/0008 be closed.

2. Transfer the whole of the land subject to closure to the LAND MANAGEMENT CORPORATION in accordance with agreement for transfer dated 31 March 2005 entered into between the City of Port Adelaide Enfield and the Land Management Corporation.

3. The following easements are granted over portion of the land subject to that closure:

Grant to the South Australian Water Corporation an easement for water supply purposes.

Grant to Envestra (SA) Limited an easement for gas supply purposes.

On 27 May 2005 that order was confirmed by the Minister for Administrative Services conditionally upon the deposit by the Registrar-General of Deposited Plan 67927 being the authority for the new boundaries.

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 30 June 2005.

P. M. KENTISH, Surveyor-General

NOTICE TO MARINERS

NO. 20 OF 2005

South Australia—Angas Inlet—Navigation Marker Damaged

MARINERS are advised that the Port Hand Channel Marker in the Angas Inlet No. 28R in position 34°48.332'S, 138°32.680'E has been reported damaged

The marker will be repaired shortly (weather permitting) and mariners are advised to exercise caution when navigating in the vicinity.

Chart affected: Aus 137

Adelaide, 21 June 2005.

P. CONLON, Minister for Transport

TSA 2005/00419

WATER MAINS AND SEWERS

Office of the South Australian Water Corporation
Adelaide, 30 June 2005

SEWERS LAID

Notice is hereby given that the following sewers have been laid down by the South Australian Water Corporation in the under-mentioned drainage areas and are now available for house connections.

ALDINGA DRAINAGE AREA

CITY OF ONKAPARINGA
Esplanade, Aldinga Beach. FB 1139 p37-39
Hume Street, Aldinga Beach. FB 1139 p40
Harvey Crescent, Aldinga Beach. FB 1139 p40-42

STIRLING COUNTRY DRAINAGE AREA

ADELAIDE HILLS COUNCIL
In and across Braemar Terrace, Stirling. FB 1138 p23-25 and 34
Easement in lot 4 in LTRO DP 2657, Braemar Terrace, Stirling. FB 1138 p23, 24 and 34
Easements in lot 1 in LTRO FP 158999, Braemar Terrace, and lot 24 in LTRO FP 158370, Ridge Road, Stirling. FB 1138 p23, 24 and 34
Easements in lots 103 and 104 in LTRO DP 24248, Braemar Terrace, lots 113 and 114 in LTRO DP 37121, lots 3-5 in LTRO DP 2806, Ayers Hill Road, and lot 22 in LTRO FP 158368, Bracken Road, Stirling. FB 1138 p23, 25 and 34
Across and in Bracken Road, Stirling. FB 1138 p23, 25, 27, 29, 31, 33 and 34
Melrose Avenue, Stirling. FB 1138 p23, 26 and 32
Easements in lot 1 in LTRO FP 125781, and lot 23 in LTRO FP 158369, Melrose Avenue, Stirling. FB 1138 p23, 26 and 32
Across Devon Avenue, Stirling. FB 1138 p23, 26 and 30
Easements in lot 24 in LTRO FP 4120, lots 44 and 43 in LTRO DP 27898, Devon Avenue, lot 11 in LTRO DP 2806, and lot 98 in LTRO FP 170991, Ti Tree Road, Stirling. FB 1138 p23, 26, 27 and 29-31
Easement in lot 33 in LTRO DP 4120, Ti Tree Road, Stirling. FB 1138 p23, 27 and 32
Ti Tree Road, Stirling. FB 1138 p23, 27 and 32
Waterworks land (lot 17 in LTRO FP 158363), Bracken Road, Stirling. FB 1138 p23, 27 and 33

A. HOWE, Chief Executive Officer, South Australian Water Corporation

ROAD TRAFFIC ACT 1961**NOTICE OF APPROVAL AND EXEMPTION***Pursuant to Sections 161a and 163AA of the Road Traffic Act 1961***OPERATION OF B-DOUBLE VEHICLES UP TO 25M IN LENGTH****1 REVOCATION OF PREVIOUS NOTICE AND OTHER EXEMPTION INSTRUMENTS**

- 1.1 The Notice entitled "Operation of B-Double Vehicles up to 25m in Length" published in the Government Gazette 5 January 2005 is revoked at midnight on 13 July 2005.
- 1.2 Clauses 1.4; 1.6 in so far as it relates to B-Doubles; 2.1e; 4.4; 6.2; 6.5 and 7.2 of the Notice titled "Higher Mass Limits for Vehicles fitted with Road Friendly Suspensions" dated 5 May 2005 which exempts approved B-Doubles for travel on specified routes at Higher Mass Limits are hereby revoked.

Information Note

The exemption and approval for B-Doubles to operate at Higher Mass Limits is now provided by the Code of Practice for B-Doubles specified in this Notice.

2 APPROVAL

- 2.1 I hereby approve B-Doubles up to an overall length not exceeding 25 metres, to operate on approved routes subject to the conditions and limitations specified in this Notice.

3 EXEMPTION

- 3.1 I hereby exempt B-Doubles from the following provisions of the:

- 3.1.1 *Road Traffic (Mass and Loading Requirements) Regulations 1999* Schedule 1, Table 1, in so far as it relates to:
- (i) tandem axle group fitted with dual tyres (8 tyres - for any vehicle other than a pig trailer – 16.5 tonnes); and
 - (ii) triaxle group fitted with dual tyres (12 tyres - for any vehicle other than a pig trailer – 20 tonnes)

- 3.1.2 *Road Traffic (Vehicle Standards) Rules 1999* Rule 72 (1) – Height (4.3 metres),

subject to conditions and limitation in this Notice.

4 CONDITIONS AND LIMITATIONS APPLYING TO THIS NOTICE

- 4.1 When you are operating under this Notice you must:

- 4.1.1 operate at all times in accordance with the conditions and limitations specified in the "Code of Practice for B-Doubles" dated June 2005 issued by the Department for Transport, Energy and Infrastructure (DTEI);
- 4.1.2 only travel on the approved routes as shown in the maps and in accordance with the conditions and limitations specified in the map book "Approved Route Network for B-Doubles" dated June 2005, issued by DTEI;
- 4.1.3 carry a legible, current and complete copy of:
- (i) this notice; and
 - (ii) the "Code of Practice for B-Doubles" dated June 2005, and
 - (iii) the map book titled "Approved Route Network for B-Doubles" dated June 2005.
- 4.1.4 produce these documents when requested by a DTEI Transport Safety Compliance Officer appointed under the *Road Traffic Act 1961* and/or the *Motor Vehicles Act 1959* or a Police Officer.

5 COMMENCEMENT OF THIS NOTICE

- 5.1 This Notice is valid from 12.01am on the 14 July 2005.

6 AUTHORISATION

- 6.1 Executive Director, Transport SA
Department for Transport, Energy and Infrastructure.
- 6.2 Authorised Delegate for the Minister for Transport

ROAD TRAFFIC ACT 1961*Exemption from the Fitting of Brakes to Trailers with a Laden Mass not Exceeding 6 Tonnes and not Towed at a Speed Greater than 25 km/h*

UNDER section 163AA of the Road Traffic Act 1961, I hereby grant exemption for trailers with a Gross Trailer Mass over 750 kilograms:

From the following provisions of the Road Traffic (Vehicle Standards) Rules 1999:

- Rule 132 (1)—Trailer braking requirements;
- Rule 133—Operation of brakes on trailers;
- Rule 19—Compliance with second edition Australian Design Rules but only in so far as it relates to ADR 38—Heavy Trailer Braking System; and
- Rule 20—Compliance with third edition Australian Design Rules but only in so far as it relates to ADR 38—Trailer Brake Systems.

Subject to the following conditions:

1. The trailer has a laden mass not exceeding 6 tonnes.
2. The trailer is towed at a speed not exceeding 25 kilometres per hour.
3. The trailer complies with all other requirements of the Road Traffic Act 1961 and Regulations.

Definitions:

1. For the purposes of this notice 'Laden Mass' means the mass of the trailer and its load borne on the surfaces on which it is standing or stationary when disconnected from the towing vehicle.
2. For the purposes of this notice 'Gross Trailer Mass' means the mass of the trailer and its load borne on the surfaces on which it is standing or stationary when connected to the towing vehicle.

The notice titled 'Exemption from the Fitting of Brakes to Trailers with a Laden mass not Exceeding 6 Tonnes and not Towed at a Speed Greater than 25 kilometres per hour' appearing in the *South Australian Government Gazette*, dated 24 June 2004, is hereby revoked.

This notice will expire at midnight on 30 June 2007.

Effective date 1 July 2005.

Executive Director, Transport SA
Department for Transport, Energy and Infrastructure

ROAD TRAFFIC ACT 1961*Lighting, Braking and Mudguard Exemption for Citrus Trailers*

UNDER section 163AA of the Road Traffic Act 1961, I hereby exempt trailers transporting citrus fruit:

From the following provisions of the Road Traffic (Vehicle Standards) Rules 1999:

- Rule 33 Mudguards;
- Rules 132 (1) and 133 (1) Trailer Braking Systems;
- Part 8—Lights and Reflectors;
- Rule 19—Compliance with second edition Australian Design Rules but only in so far as it relates to ADR 38—Heavy Trailer Braking System; and
- Rule 20—Compliance with third edition Australian Design Rules but only in so far as it relates to ADR 38—Trailer Brake Systems.

Subject to the following conditions:

1. Direction indicator and brake lights must be fitted to the rear of the trailer(s) if the direction indicator and brake lights of the towing vehicle are not clearly visible at all times to other drivers approaching from the rear.

Note: Direction indicator and brake lights fitted to trailers must comply with the requirements of the Part 8—Lights and Reflectors of the Road Traffic (Vehicle Standards) Rules 1999.

2. At least one rear-facing red reflector not over 1.5 metres above ground level must be fitted at the rear of the trailer(s).

3. The mass of each trailer including any load must not exceed 1.9 tonnes.

4. The trailer(s) must not be towed between the hours of sunset and sunrise or during periods of low visibility:

- 4.1 For the purposes of this notice 'a period of low visibility' means any time, when, owing to insufficient daylight or unfavourable conditions, persons or vehicles on a road are not clearly visible at a distance of 250 metres to a person of normal vision.

5. The trailer(s) must not be towed at a speed greater than 25 kilometres per hour.

6. This exemption only applies while the trailers are transporting citrus fruit from a place of production to a place of processing and return.

Note: Citrus trailer bins when being transported (laden or unladen) must be secured to the trailer in accordance with the requirements of the Load Restraint Guide.

7. The towing vehicle and trailer(s) must comply with all other requirements of the Road Traffic Act 1961 and Regulations.

Note: Motor vehicles with a Gross Vehicle Mass over 4.5 tonnes and tractors are permitted to tow 2 trailers under Regulation 20A of the Road Traffic (Miscellaneous) Regulations 1999.

The notice titled 'Lighting, Braking and Mudguard Exemption for Citrus Trailers' appearing in the *South Australian Government Gazette*, dated 24 June 2004, is hereby revoked.

This notice will expire at midnight on 30 June 2007.

Effective date 1 July 2005.

Executive Director, Transport SA
Department for Transport, Energy and Infrastructure

ROAD TRAFFIC ACT 1961*Exemption from the Fitting of Lighting Equipment, Rear Vision Mirrors, Horn and Other Equipment to Agricultural Vehicles which are More than 3 m in Width*

UNDER section 163AA of the Road Traffic Act 1961, I hereby grant exemption for:

1. Tractors used for agricultural purposes and self propelled agricultural machines, with an overall width of more than 3 m from the following provisions of the Road Traffic (Vehicle Standards) Rules 1999:
 - Part 8, Division 2—Headlights;
 - Part 8, Division 3—Parking Lights;
 - Part 8, Division 5—Tail Lights;
 - Part 8, Division 6—Number Plate Lights;
 - Part 8, Division 7—Clearance Lights;
 - Part 8, Division 8—Side Marker Lights;
 - Part 8, Division 9—Brake Lights;
 - Part 8, Division 11—Rule 104 (1)—Operation and Visibility of Direction Indicator Lights;
 - Part 8, Division 14—Reflectors Generally;
 - Part 8, Division 15—Rear Reflectors;
 - Part 8, Division 19—Other Lights, Reflectors, Rear Marking Plates or Signals;
 - Rule 34—Horns, alarms etc.;
 - Rule 35—Rear vision mirrors;
 - Rule 129—Motor vehicle braking system requirements;
 - Rule 146—Crank case gases;
 - Rule 148—Exhaust systems; and
2. Agricultural implements with an overall width of more than 3 m from the following provisions of the Road Traffic (Vehicle Standards) Rules 1999:
 - Part 8, Division 5—Tail Lights;
 - Part 8, Division 6—Number Plate Lights;
 - Part 8, Division 7—Clearance Lights;
 - Part 8, Division 8—Side Marker Lights;
 - Part 8, Division 9—Brake Lights;
 - Part 8, Division 11—Rule 104 (1)—Operation and Visibility of Direction Indicator Lights;
 - Part 8, Division 14—Reflectors Generally;
 - Part 8, Division 15—Rear Reflectors;
 - Part 8, Division 17—Front Reflectors;
 - Part 8, Division 19—Other Lights, Reflectors, Rear Marking Plates or Signals;
 - Rule 132—Trailer braking requirements.

Subject to the following conditions:

1. Definitions:
 - 1.1 ‘Agricultural implement’ means a vehicle without its own motive power built to perform agricultural tasks.
 - 1.2 ‘Agricultural machine’ means a machine with its own motive power, built to perform agricultural tasks.
 - 1.3 ‘Agricultural vehicle’ means an agricultural implement, agricultural machine or tractor.
 - 1.4 ‘Tractor’ means a motor vehicle usually fitted with deeply treaded tyres, that can be used to draw agricultural implements or loads and that also provides a source of power for driving agricultural implements or other power driven equipment.

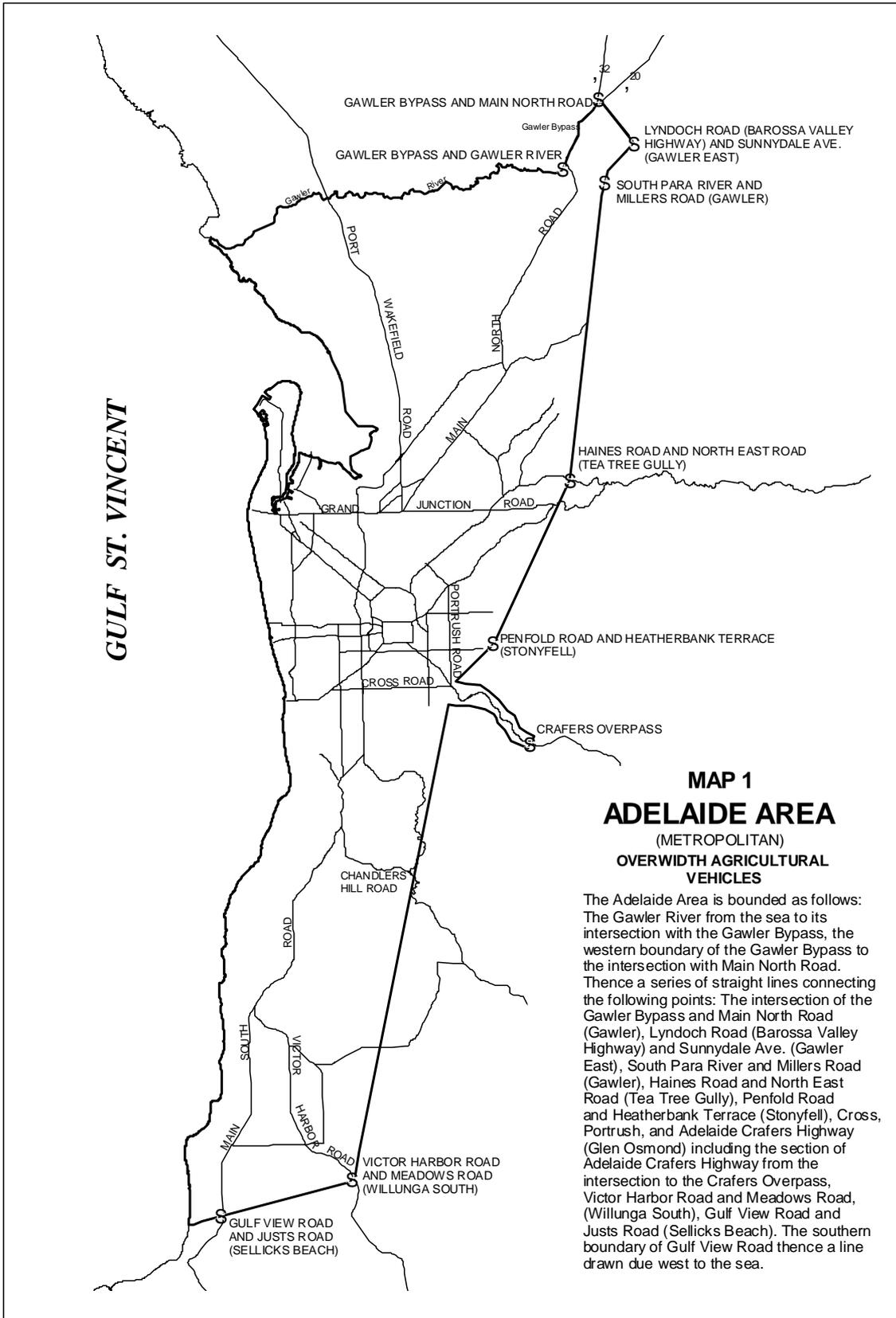
2. The vehicle is only permitted to travel on a road or road related area for the purpose of:
 - 2.1 Undertaking activities involved directly with primary production; or
 - 2.2 Transport to or from a farm machinery dealership to a place of agricultural operation, display or repair and return; or
 - 2.3 Transport from a place of agricultural operation to another place of agricultural operation.
3. The vehicle shall not be driven or used on a road or road related area between the hours of sunset and sunrise as specified in the Proof of Sunrise and Sunset Act 1923, as amended, and published in the *South Australian Government Gazette*.
4. The vehicle shall not be driven or used on a road or road related area during periods of low visibility.
 - 4.1 For the purpose of this notice 'a period of low visibility' means any time when, owing to insufficient daylight or unfavourable conditions, persons or vehicles on a road are not clearly visible at a distance of 250 m to a person of normal vision.
5. Agricultural vehicles built prior to 1 July 2007 are exempt from the fitting of brake lights. If brake lights are not fitted to an agricultural vehicle it is subject to the additional conditions contained in Clause 6 of this notice.
6. Agricultural vehicles not fitted with brake lights shall comply with the following additional conditions:
 - 6.1 The agricultural vehicle shall not travel within the 'Adelaide Area (Metropolitan)' and the 'Adelaide Hills Area'.
 - 6.2 For the purposes of this notice, the 'Adelaide Area (Metropolitan)' is defined as the area described in 'Map 1 Adelaide Area (Metropolitan)—Overwidth Agricultural Vehicles' of this notice.
 - 6.3 For the purposes of this notice the 'Adelaide Hills Area' is defined as the shaded areas shown in 'Map 2, Adelaide Hills Area—Overwidth Agricultural Vehicles' of this notice.
 - 6.4 The agricultural vehicle shall not be operated at a speed exceeding 25 km/h, on roads where a speed limit of 60 km/h or less applies.
 - 6.5 The agricultural vehicle shall not be operated at a speed exceeding 40 km/h, on roads where a speed limit exceeding 60 km/h applies.
 - 6.6 The agricultural vehicle shall display a warning light or lights (revolving yellow flashing lights) so that the light emanating from at least one of them is clearly visible at a distance of 500 m in any direction and which meet the following specifications:
 - 6.6.1 Emit a rotating, flashing, yellow coloured light; and
 - 6.6.2 Flash at a rate between 120 and 200 times per minute; and
 - 6.6.3 Have a power of at least 55 watts; and
 - 6.6.4 Not be a strobe light.
 - 6.7 Warning light(s) shall be either permanently connected into the electrical system of the vehicle or use standard automotive connectors to allow easy electrical disconnection and removal of the light(s) when not required.
 - 6.8 Warning light(s) shall have incorporated into their electrical system, an 'on/off' switch control which is located within easy reach of the driver.
7. Agricultural vehicles built prior to 1 July 2007 are exempt from the fitting of direction indicator lights complying with the Rule 104 (1) of the Road Traffic (Vehicle Standards) Rules 1999, provided that the agricultural vehicle is fitted with direction indicator lights which conform with the requirements of the American Society of Agricultural Engineers (ASAE) Standard S279—Lighting and Marking of Agricultural Equipment on Highways.
8. Agricultural vehicles fitted with direction indicator lights which conform with the requirements of ASAE Standard S279 shall comply with the following additional conditions:
 - 8.1 The agricultural vehicle shall not travel within the 'Adelaide Area (Metropolitan)' and the 'Adelaide Hills Area'.
 - 8.2 For the purposes of this notice, the 'Adelaide Area (Metropolitan)' is defined as the area described in Map 1 'Adelaide Area (Metropolitan)—Overwidth Agricultural Vehicles' of this notice.
 - 8.3 For the purposes of this notice the 'Adelaide Hills Area' is defined as the shaded areas shown in 'Map 2, Adelaide Hills Area—Overwidth Agricultural Vehicles' of this notice.

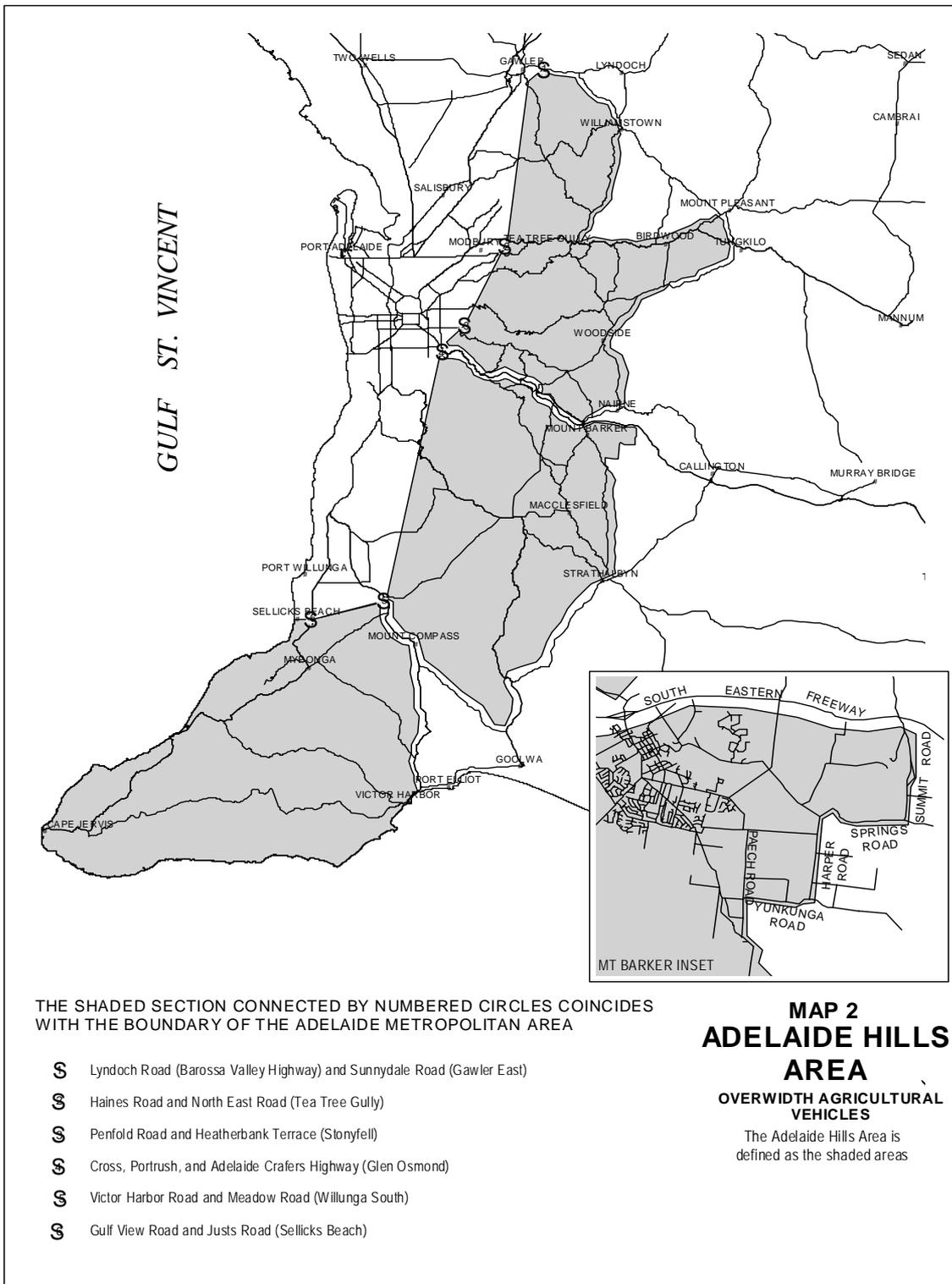
9. If the vehicle is a tractor or a self propelled agricultural machine it shall be fitted with:
- 9.1 A horn complying with Rule 34 of the Road Traffic (Vehicle Standards) Rules 1999, if the vehicle was manufactured on or after 1 July 1996.
 - 9.2 A rear vision mirror or mirrors complying with the requirements of Rules 35 and 36 of the Road Traffic (Vehicle Standards) Rules 1999, if the vehicle was manufactured on or after 1 July 1996, unless the primary use of the tractor or machine is under or in or about trees or vines, or any other place which is too low, or too narrow, for a tractor to work when the vehicle is fitted with mirrors.
 - 9.3 Parking lights, clearance lights and side marker lights that are operating effectively and are clearly visible, if the vehicle is left standing on a road or road related area between the hours of sunset and sunrise or during periods of low visibility.
 - 9.4 Service brakes:
 - 9.4.1 Operating on two or more wheels complying with the performance requirements of Rule 128 of the Road Traffic (Vehicles Standards) Rules 1999; or
 - 9.4.2 Utilising a vehicular transmission retardation system commonly referred to as a 'hydrostatic braking system', complying with the performance requirements of Rule 128 of the Road Traffic (Vehicles Standards) Rules 1999.
 - 9.5 A parking brake that operates on at least two wheels and that is capable of holding the vehicle stationary on a 12 per cent gradient.
 - 9.6 An actuating mechanism for the parking brake that incorporates a device that prevents accidental release of that mechanism and holds the brake in the applied position unless intentionally released by the driver.
10. For the purpose of this notice a vehicle which incorporates a positive transmission locking system that operates by locking two transmission gears together or engaging a transmission parking pawl is deemed to satisfy the requirements of Clauses 9.5 and 9.6 above provided that the mechanism is capable of holding the vehicle stationary on a 12 per cent gradient.
- Note: In accordance with Rule 226 of the Australian Road Rules a person shall not drive a vehicle with a Gross Vehicle Mass (GVM) over 12 tonnes unless the vehicle is equipped with at least 3 portable warning triangles that must be used in accordance with Rule 227 of the Australian Road Rules. If the GVM of the vehicle is not specified, the unladen mass of the vehicle shall apply.
11. If the vehicle is an agricultural implement and it is left standing on a road or road related area between the hours of sunset and sunrise or during periods of low visibility, it shall be fitted with clearance lights and side marker lights that are operating effectively and are clearly visible.
 12. An agricultural implement, not fitted with brakes that can be operated by the driver of the towing vehicle, which is towed by a tractor or a self propelled agricultural machine shall not be towed at a speed greater than the lesser of:
 - 12.1 20 km/h less than the speed limit set under the Road Traffic Act 1961; and
 - 12.2 50 km/h.

Note: The owner of an agricultural vehicle must ensure that all other relevant requirements under the South Australian Road Traffic Act 1961 and the Motor Vehicles Act 1959 are met, for example registration requirements.

This notice will expire at midnight on 30 June 2007.

The notice titled 'Exemption from the Fitting of Lighting Equipment, Rear Vision Mirrors, Horn and Other Equipment to Agricultural Vehicles which are More than 3 m in Width' appearing in the *South Australian Government Gazette*, dated 17 June 2004, is hereby revoked.





Effective date 1 July 2005.

Executive Director, Transport SA
Department for Transport, Energy and Infrastructure

South Australia

Coroner's Court Rules 2005

under the *Coroners Act 2003*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Interpretation

Part 2—Practice and procedure of Coroner's Court

Division 1—General

- 4 Registry
- 5 Manager
- 6 Seal
- 7 Approved forms
- 8 Issuing of summons and warrants by Court
- 9 Service
- 10 Amendment
- 11 Access to evidence etc

Division 2—Inquests

- 12 Notice to be given of intention to hold inquest
- 13 Affidavits and written statements tendered to the Court
- 14 Appearance by video or audio link

Division 3—Contempt of Court

- 15 Court may summon a person for contempt

Part 3—Relief from compliance with rules

- 16 Relief from compliance with rules

Schedule 1—Witness fees and allowances

- 1 Witness fees and allowances
-

Part 1—Preliminary

1—Short title

These rules may be cited as the *Coroner's Court Rules 2005*.

2—Commencement

These rules will come into operation on 1 July 2005.

3—Interpretation

In these rules—

Act means the *Coroners Act 2003*;

business day means Monday, Tuesday, Wednesday, Thursday or Friday of any week excluding a public holiday;

contact details of a person mean—

- (a) the person's name; and
- (b) an address at which the person may be contacted by post or an email address at which the person may be contacted by email;

Court means the Coroner's Court;

Manager—see rule 5;

Registry means the Coroner's Court Registry

senior available next of kin means—

- (a) in relation to a child, the first in order of priority of the following persons whose contact details are known to the Manager:
 - (i) a parent of the child;
 - (ii) a brother or sister, who has attained the age of 18 years, of the child;
 - (iii) a guardian of the child; and
- (b) in relation to any other person, the first in order of priority of the following persons whose contact details are known to the Manager:
 - (i) the spouse of the person;
 - (ii) the de facto partner of the person;
 - (iii) a son or daughter, who has attained the age of 18 years, of the person;
 - (iv) a parent of the person;
 - (v) a brother or sister, who has attained the age of 18 years, of the person;

spouse includes putative spouse (whether or not a declaration of the relationship has been made under the *Family Relationships Act 1975*).

Part 2—Practice and procedure of Coroner's Court

Division 1—General

4—Registry

- (1) The Registry is situated at 302 King William Street, Adelaide.
- (2) The Registry is open for business from 8.45 am until 5 pm on every business day.

5—Manager

- (1) The Manager is the Court's principal administrative officer.

- (2) The Manager's functions include the following:
 - (a) to establish and maintain appropriate systems—
 - (i) for filing documents in the Court; and
 - (ii) for issuing the Court's process as provided by these rules or as directed by the Court;
 - (b) to ensure that proper records of the Court's proceedings are made and to provide for the safe keeping of the Court's records;
 - (c) to take custody of documents and objects produced to the Court in response to a subpoena, and of all exhibits tendered in proceedings before the Court, and to deal with them—
 - (i) if they have not become, and it is apparent that they will not become, exhibits in proceedings—as authorised by these rules; or
 - (ii) if they have become exhibits in proceedings—as directed by the Court;
 - (d) to carry out any other function assigned to the Manager by these rules or as directed by the Court or the State Coroner.
- (3) The Manager may keep the Court's records in electronic form.
- (4) The Manager may, with the approval of the State Coroner, delegate functions under these rules to another officer of the Court.

6—Seal

- (1) A seal of the Court may be in the form of a stamp or in electronic form.
- (2) A document may be sealed with a seal of the Court mechanically or electronically.
- (3) The Manager is responsible for the security and proper use of the Court's seals.

7—Approved forms

- (1) The responsibility for designing forms for use for commencing any proceedings before the Court and for taking any step in the proceedings may be assigned by the State Coroner to the Manager.
- (2) Each form is to be submitted for the approval of the State Coroner and, if approved, will be promulgated in the form of a practice direction.
- (3) On approval of a form, it is to be published on the Court's website.
- (4) A document that is not in the approved form will be taken to comply with the formal requirements of these rules if—
 - (a) it is substantially in accordance with the approved form; and
 - (b) in the case of a document required to be issued under seal—it bears the seal of the Court.

8—Issuing of summons and warrants by Court

A summons or warrant—

- (a) is to be issued under the Court's seal; and
- (b) must be signed by—
 - (i) a coroner; or

- (ii) the Manager or some other person to whom the State Coroner or the Manager has assigned responsibility for issuing the Court's process.

9—Service

- (1) A summons must be served personally unless the Court orders to the contrary.
- (2) The Court may dispense with service of a summons or other document on a person if the Court is satisfied that the person to be served—
 - (a) is aware of the substance of the summons or other document; and
 - (b) has been evading service.
- (3) If a person has agreed to accept service by fax or email and has provided the Manager with a fax or email address, the Manager may serve a document (other than a summons) on the person by transmitting it by fax or by email to the relevant address.
- (4) Service may be proved—
 - (a) by affidavit; or
 - (b) in the case of service under subrule (3)—by certificate of the Manager.

10—Amendment

The Court may amend or vary an order or other document issued by it (including one issued under the Court's seal) in order to remedy an error or omission.

11—Access to evidence etc

- (1) An application to inspect or obtain a copy of any of the following under section 37 of the Act must be made to the Manager in writing:
 - (a) a process relating to proceedings and forming part of the records of the Court;
 - (b) a transcript of evidence taken by the Court in proceedings;
 - (c) documentary material admitted into evidence in proceedings;
 - (d) a transcript of the written findings and any recommendations of the Court;
 - (e) an order made by the Court;
 - (f) material that may only be inspected or copied with the permission of the State Coroner.
- (2) The Manager must make appropriate arrangements for the security of documents and other materials that are subject to inspection (including, where appropriate, arrangements for the supervision of the inspection).
- (3) The Manager may require that a prior appointment be made by an applicant to inspect documents or other materials under section 37 of the Act so that appropriate arrangements for the security of the documents and other materials can be made.
- (4) Subject to any order of the Court, the Manager must retain custody of all exhibits and material produced to the Court under subpoena (whether tendered as an exhibit or not) for at least 3 months after the Court publishes its findings on the inquest.
- (5) The Manager must, at the end of the 3-month period, return the exhibits and materials to the person who produced them.

- (6) The Manager may, however, defer returning exhibits and materials under subrule (5) if—
 - (a) they may, in the Manager's opinion, be required for further proceedings; or
 - (b) the cost of returning them is substantial and the witness declines to re-reimburse the cost of returning them; or
 - (c) a coroner authorises or requires their retention.

Division 2—Inquests

12—Notice to be given of intention to hold inquest

- (1) The Manager must, not less than 21 days before the commencement of an inquest or the re-opening of an inquest—
 - (a) publish a notice of the date, time and place of the inquest in a newspaper circulating generally throughout the State; and
 - (b) serve a copy of the notice on—
 - (i) the senior available next of kin of the person whose death or disappearance is under investigation; and
 - (ii) any other person who claims to be entitled to appear at the inquest¹ and has notified the Manager of his or her contact details.

Note—

1. See section 20(1)(b) of the Act.

- (2) The fact that a person is given notice under subrule (1)(b) does not imply that the person is in fact entitled to appear at the inquest.
- (3) The State Coroner may reduce the period of notice in a particular case, or dispense with notice altogether, if the circumstances of a particular case so require.
- (4) Notification of the senior available next of kin of the person whose death or disappearance is under investigation will be taken to be notification of all relatives of that person unless a relative has, by written notice to the Manager, asked to be separately notified.

13—Affidavits and written statements tendered to the Court

- (1) If evidence is tendered to the Court in the form of an affidavit or a written statement verified by declaration, the affidavit or declaration must be in an approved form.
- (2) An affidavit or written statement is to be confined to matters that the witness knows of his or her own knowledge.
- (3) An affidavit or declaration must be made before an authorised witness to whom the person making the statement certifies his or her honest belief in the truth of the contents of the statement.
- (4) The contents of an affidavit or written statement cannot be altered after it has been certified (but this subrule does not prevent the making of a later affidavit or written statement drawing attention to the error in the earlier affidavit or statement).
- (5) An exhibit to an affidavit or written statement must be marked in a way that clearly identifies it as the exhibit referred to in the affidavit or statement.
- (6) The Manager may give directions about custody of, and access to, an exhibit and such an exhibit is to be dealt with in accordance with the Manager's directions.

- (7) If a witness who gives evidence by affidavit or written statement is illiterate or blind, the person to whom the witness certifies the truth of the evidence must state in the attestation clause that—
 - (a) the affidavit or statement was read to the witness; and
 - (b) the witness appeared to understand and approve the contents of the affidavit or statement.
- (8) If a person who does not understand English makes an affidavit or written statement in English, the affidavit or statement must be accompanied by a certificate from an interpreter stating—
 - (a) the interpreter's qualifications; and
 - (b) that the interpreter—
 - (i) interpreted the affidavit or statement to the witness; and
 - (ii) the witness appeared to understand and approve the contents of the affidavit or statement.
- (9) The Court may receive an affidavit or written statement verified by declaration despite an irregularity in form.
- (10) The Court may receive an affidavit or written statement in proceedings before the Court whether the affidavit or statement is made before or after the commencement of the proceedings.

14—Appearance by video or audio link

- (1) The Court may direct that any person or persons may appear at an inquest to give evidence, or to make representations, by means of a video link or telephone.
- (2) In deciding whether to conduct proceedings by means of a video link or telephone, the Court must have regard to—
 - (a) the nature of the proceedings; and
 - (b) the day, or time of day, at which they are being conducted; and
 - (c) the location of the various parties; and
 - (d) the urgency of the matter before the Court; and
 - (e) the cost and inconvenience in having the person attend before the Court; and
 - (f) the health of the person wishing to appear by telephone or video link, or the effect on their health if they were required to attend physically before the Court; and
 - (g) the attitude of the parties to the matter being dealt with in that way; and
 - (h) any other matter that the Court considers relevant.
- (3) A hearing conducted in accordance with this rule will be taken to have occurred at the place at which the Court is sitting, unless the Court orders otherwise.
- (4) Video link facilities used under this rule must be operated in a manner which ensures 2-way audio and visual communication between the court room and the person giving evidence.
- (5) Facilities must be available for private audio communication between a person and the person's representative at the Court (if applicable).
- (6) No person will, by any means, listen to, intercept or record any such private communication.

- (7) The room from which the video link facilities are being used in proceedings are to be taken as part of the Court premises for the purpose of conducting those proceedings.
- (8) A person present in the room from which video link facilities are being used in proceedings is taken to be in the presence of the Court
- (9) Should a party in proceedings to which this rule applies wish to be brought to the courtroom, notice of not less than 2 working days should be given to the Court
- (10) If, in the course of the proceedings, a person in custody indicates a wish to be present in the courtroom, the inquest may be adjourned and an order made for that person to be brought to the Court at the appropriate time.
- (11) If video link facilities fail in the course of proceedings, the Court may adjourn the proceedings and make such other order as is appropriate in the circumstances as if a person present in the room in which the video link facilities are located were in the presence of the Court.
- (12) Despite this rule, the Court may, in the interests of justice, order that the witness be brought to the place where the Court is sitting.

Division 3—Contempt of Court

15—Court may summon a person for contempt

- (1) If it appears to the Court that a person may be in contempt of the Court, the Court may—
 - (a) reduce the charge to writing, or have the Manager reduce the charge to writing; and
 - (b) issue a summons for the appearance of the person before the Court, or a warrant to have the person arrested and brought before the Court, to be dealt with on the charge.
- (2) However, if the contempt is committed in the face of the Court, the Court may proceed immediately to deal with the charge.
- (3) A charge of a contempt is to be dealt with in accordance with the procedure appropriate to charge of a summary offence and, if the Court makes a finding of guilt, all statutory provisions applicable to the punishment of a summary offence apply accordingly (including provisions for releasing the defendant on a bond).
- (4) If, however, a person found guilty of contempt later purges the contempt, the Court may review, and cancel or vary, any penalty previously imposed.
- (5) If a contempt is directed at a particular coroner, proceedings for contempt should not be heard by that coroner unless the contempt is committed in the face of the court and the charge is dealt with immediately .

Part 3—Relief from compliance with rules

16—Relief from compliance with rules

The Court may relieve a person from compliance with these rules if the justice of the case requires it on such terms as the Court orders.

Schedule 1—Witness fees and allowances

1—Witness fees and allowances

- (1) The following amounts may be certified by a coroner as payable in respect of a witness (including a witness who attended Court but was not called to give evidence):
 - (a) the actual amount lost, or the expenses necessarily incurred, by the witness by reason of his or her absence from home or business for the purpose of attending Court or \$200 per day, whichever is the lesser;
 - (b) an allowance for the travelling expenses of the witness in attending Court, calculated on the basis of travel by public transport to and from Court or, if the use of public transport by the witness is not reasonably practicable, \$0.20 per kilometre necessarily travelled to and from Court;
 - (c) if the witness is necessarily absent from home overnight—the accommodation and meal expenses reasonably incurred by the witness;
 - (d) if the witness is necessarily accompanied by another person—an amount equal to that which could be certified in accordance with this rule in respect of that other person if he or she were a witness.
 - (2) However, if—
 - (a) the amount lost, or the expenses incurred by the witness exceed the amount determined in accordance with the preceding subrule; or
 - (b) the travelling expenses incurred by the witness exceed the amount determined in accordance with the preceding subrule,the amount certified may include such further amount as the Coroner considers just and reasonable in the circumstances
 - (3) No amount is to be certified in respect of a witness who is an officer or employee of the State or Commonwealth, including a police officer but excluding an officer or employee who is on leave during the period of attendance at Court.
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RULES OF COURT

Amending the Supreme Court Rules 1987
Amendment No. 98 to the Supreme Court Rules

BY virtue and in pursuance of section 72 of the Supreme Court Act 1935, and all other enabling powers, We, the Judges of the Supreme Court of South Australia, make the following Rules to take effect as amendments to the Supreme Court Rules 1987, as amended:

1. These Rules may be cited as the 'Supreme Court Rules 1987, Amendment No. 98'.

2. The Supreme Court Rules 1987, as amended, by these Rules may be cited as the 'Supreme Court Rules 1987'.

3. The suspension by Supreme Court Rules 1987, Amendment No. 91 of the operation of R1A is lifted, save and except with respect to R1A.22.

4. R1A is amended by deleting R1A.01 and substituting new R1A.01 as follows:

'Where an action is commenced in the Court in electronic form pursuant to R1A.28, the primary record of that action shall be in the form of an electronic file.'

5. R1A.15 is amended by:

(a) Deleting in subrule (1) the words 'Where a specified document' and substituting the words 'Where a specified document or an affidavit'.

(b) Adding the following new subrules after R1A.15 (3):

'(4) An affidavit shall be filed by transmitting, by authorised electronic communication, an image of the original affidavit, duly sworn in accordance with the Rules, to the Court for filing in an electronic filing system maintained by the Court.

(5) In the case of a practitioner or party who is not a registered user, the original affidavit, duly sworn in accordance with the Rules, shall be delivered to the registry and scanned into the electronic filing system maintained by the Court.

(6) Each exhibit to an affidavit filed in the electronic filing system shall be filed as a separate document in the proceedings, except where it is impractical to convert a specific document into electronic format, it shall be filed and lodged in accordance with subrule (7).

(7) An affidavit, duly sworn in accordance with the Rules, together with any exhibits thereto, shall also be lodged in the registry in hard copy as soon as practicable after its filing in electronic format, or, in the case of documents of the nature referred to in Rule 83.08 (3), dealt with as the Registrar shall direct.'

6. R1A.19 (1) is amended by deleting the words 'If a specified document:' and inserting in lieu the words 'If an affidavit, or a specified document:'.

7. R1A.19 (2) is amended by deleting the words 'The document' and substituting the words 'The affidavit or specified document'.

8. R1A.19 (3) is amended by deleting the words 'Where a specified document' and substituting the words 'Where an affidavit or a specified document'.

9. Rule 1A.23 is amended by deleting subrule (v) and substituting:

'(v) if the document is an affidavit, it was duly sworn by the person said to have sworn it.'



TRANSPORT SA

MR85
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COMPULSORY THIRD PARTY INSURANCE PREMIUM SCHEDULE

Compulsory Third Party (CTP) Insurance - Policy of Insurance

1. The insurer (the Motor Accident Commission) insures the owner of the motor vehicle and any other person who at any time drives or is a passenger in or on the vehicle, whether with or without the consent of the owner, in respect of all liability that may be incurred by the owner or other person in respect of the death of, or bodily injury to, any person caused by, or arising out of the use of the vehicle in any part of the Commonwealth.
2. A person so insured warrants that he or she will not-
 - (a) drive the vehicle, or do or omit to do anything in relation to the vehicle, with the intention of causing the death of, or bodily injury to, a person or damage to another's property or with reckless indifference as to whether such death, bodily injury or damage results; or
 - (b) drive the vehicle while so much under the influence of intoxicating liquor or a drug as to be incapable of exercising effective control of the vehicle; or
 - (c) drive the vehicle while there is present in his or her blood a concentration of .15 grams* or more of alcohol in 100 millilitres of blood; or
 - (d) drive the vehicle while not duly licensed or otherwise permitted by law to drive the motor vehicle; or
 - (e) drive the vehicle while the vehicle is overloaded, or in an unsafe, unroadworthy or damaged condition; or
 - (f) use the vehicle otherwise than-
 - (i) for the purposes stated in the application for registration, renewal of registration, exemption from registration or a permit, in respect of the vehicle; or
 - (ii) if trade plates are affixed to the vehicle - for purposes stated in the application for the issuing of those plates; or
 - (iii) for purposes agreed on between the insurer and the registered owner of the vehicle.
3. The owner of the vehicle warrants that no person will, with his or her knowledge or consent (which will be presumed in any proceedings in the absence of proof to the contrary), drive or use the vehicle, or do or omit to do anything in relation to the vehicle, contrary to any paragraphs of clause 2.
4. This policy of insurance does not extend to liability arising from death of, or bodily injury to, a participant in a road race caused by the act or omission of another participant in the road race.

* The insurer's right to recover claims costs is in addition to all other penalties applying to offences involving the driving of a vehicle with a blood alcohol concentration in excess of the legal limit, namely 0.05%.

IMPORTANT INFORMATION FOR VEHICLE OWNERS ON CTP INSURANCE

ASSISTANCE IN DETERMINING THE APPROPRIATE PREMIUM CLASS

The premium class and premium payable may be determined by referring to the CTP Insurance Schedule shown overleaf. In determining the premium class, attention should be given to:

- Type of vehicle
- The purpose for which it is used
- The input tax credit (ITC) entitlement of the registered owner (see below)
- The postcode area in which it is usually garaged (see below)

GST

The premiums shown overleaf include a component to recover the cost of stamp duty payable by the insurer. In accordance with GST laws, no GST is payable on this component of the premium. Consequently, the GST payable will be less than 1/11th of the total premium.

The Input Tax Credit (ITC) Entitlement of the registered owner

Where alternative premiums are offered, you MUST select an 'ITC Entitled' higher premium class if the vehicle is used for any purpose that entitles you to claim back any part of the GST component of the CTP Premium. Under the Commonwealth GST Law*, this is known as an 'Input Tax Credit' (ITC). Upon payment of any 'ITC Entitled' premium, a Tax Invoice will automatically be provided with your Certificate of Registration.

A 'No ITC Entitlement' premium is only available where you are NOT entitled to an ITC in relation to the premium paid. Where a 'No ITC Entitlement' premium class has been selected a Tax Invoice will not be provided with your Certificate of Registration. If a Tax Invoice is required for a 'No ITC Entitlement' premium class payment, an application form must be completed and lodged with a Transport SA or Service SA Customer Service Centre. This form can be obtained from any Transport SA or Service SA Customer Service Centre.

Failure to notify the insurer of the correct premium may incur a penalty up to \$250.

This penalty is in addition to any premium differential payable.

In addition, if the incorrect premium is paid this constitutes a breach of the Policy of Insurance. Section 124A(2) of the Motor Vehicles Act 1959 allows the insurer, by action in a court of competent jurisdiction, to recover from the insured person a portion of the money paid or costs incurred by the insurer in respect of the liability incurred by the insured person. Accordingly, use of the vehicle otherwise than for the purposes stated in your application renders you liable to recovery action in the event that a claim on your policy is paid by the insurer. In cases of incorrect registration of GST status, the insurer may seek 10% of the money paid or costs incurred by the insurer as settlement of its claim under Section 124A(2) of the Motor Vehicles Act 1959.

*GST Law means the Commonwealth legislation: A New Tax System (Goods and Services Tax) Act 1999.

The postcode area in which the vehicle is garaged

"INSURANCE RATING DISTRICT 1" - "District 1" consists of the following postcodes.

All postcodes between 5000 and 5201 inclusive (with the exception of 5001 and 5174) and postcodes, 5231, 5232, 5233, 5240, 5241, 5242, 5243, 5244, 5245, 5250, 5251, 5252, 5942, and 5950.

"INSURANCE RATING DISTRICT 2" - "District 2" is any area within the State of South Australia outside the above postcodes, plus the following localities within the postcode areas listed below.

5118	Concordia	5157	McHarg Creek	5172	Willunga Hill	5244	Harrogate
5118	Kangaroo Flat	5172	Hope Forest	5172	Willunga South	5252	Kanmantoo
5118	Kingsford	5172	Kuitpo Colony	5172	Yundi		
5120	Buckland Park	5172	Kyeema	5173	Aldinga Beach		
5157	Ashbourne	5172	Pages Flat	5173	Silver Sands		

In the case of premium classes 16, 20, 36, 40, 66, 70, 86 and 90, the insurance premium payable is based on the normal place of residence of the owner or the principal place of business of a Body Corporate.

It is advisable to check the insurance class and insurance premium payable shown on the registration renewal notice. If the information shown is incorrect, a Customer Service Centre should be notified immediately.

An 'Application to Change the Insurance Premium Class on a Registration' may be required where the premium has altered due to:

- A change of residential and/or garaging address
- An alteration to the vehicle
- A change in the GST status of the registered owner
- A change in concession status
- A change in the use of the vehicle

'EXCESS' PROVISIONS - MOTOR VEHICLES ACT 1959

Section 124AB of the Motor Vehicles Act states that where an insured person (and that includes the drivers) incurs a liability (against which he or she is insured under the policy) and is more than 25% at fault, the insurer may recover up to \$300.00 from the insured person as a debt. This does not prevent the insurer at a later date exercising any other right of recovery against you under Part IV of the Act (eg for breach of warranty relating to intoxicating liquor).

It is an offence to provide false information or withhold any information which may be necessary to determine the appropriate insurance premium.

CTP INSURANCE PREMIUM SCHEDULE Effective 1/7/2005											
Where a vehicle is within more than one category the premium shall be that fixed for the category deemed by the insurer to be the appropriate category for that vehicle.											
"INSURANCE RATING DISTRICT 1" "Garaged or kept in the Postcode Area indicated Overleaf"					Where the Act ¹ provides for a vehicle to be registered and insured for a term beyond 12 months, a premium calculated in proportion to the 12 monthly premium applies. * All premiums are inclusive of GST. See over for further information					"INSURANCE RATING DISTRICT 2" "Garaged or kept in the Postcode Area indicated Overleaf"	
Premium Class	Insurance premium				Description of vehicle and use	Premium Class	Insurance premium				
	12 mths \$	9 mths \$	6 mths \$	3 mths \$			12 mths \$	9 mths \$	6 mths \$	3 mths \$	
NO ITC ENTITLEMENT (See over)											
PASSENGER VEHICLES											
1	375	284	192	97	Sedan, station wagon, multi passenger or self propelled caravan body type with a seating capacity of not more than 12 persons and not for fare or other consideration.	51	270	205	138	70	
10	338	256	173	88	Public Passenger Vehicle not for fare or other consideration (ie at no cost to the passenger).	60	188	142	96	49	
GOODS CARRYING - Any motor vehicle (including utilities, vans, tow trucks, trucks and primemovers but excluding classes 4 or 54) constructed or adapted for the carriage of goods											
2	435	330	223	113	-Light (Gross Vehicle Mass not exceeding 4.5 tonnes)	52	263	199	135	68	
MOTOR CYCLES - Motor cycles, Tricycles and Quadcycles with an engine capacity:											
14	56	42	29	15	-Not exceeding 50cc	64	34	26	17	9	
15	173	131	89	45	-Exceeding 50cc but not exceeding 250cc	65	75	57	38	19	
16	225	170	115	58	-Exceeding 250cc but not exceeding 600cc	66	113	86	58	29	
20	319	242	163	83	-Exceeding 600cc	70	263	199	135	68	
TRAILERS - ie, a vehicle, or machine on wheels, that is not self propelled and is constructed or adapted for being drawn by a motor vehicle											
11	Nil	Nil	Nil	Nil	Trailers	61	Nil	Nil	Nil	Nil	
UNREGISTERED VEHICLE PERMITS											
17	25	19	13	6	Vehicles provided with registration under Section 16 of the Act ¹ (excluding trailers).	67	25	19	13	6	
SPECIAL PURPOSE VEHICLES											
18	38	29	19	10	Conditionally registered farm tractors used for farm purposes, or self propelled agricultural implements whilst on roads ² . Other farm vehicles registered under Section 25 and Regulations of the Act ¹ whilst on roads ² between rural landholdings which are no more than 30k apart and are farmed by the vehicle owner. Land yachts. Golf Buggies. Conditionally registered forklifts ² and self-propelled lawn care machines ² whilst on roads ² .	68	38	29	19	10	
ITC ENTITLED OR STANDARD (See over)											
PASSENGER VEHICLES											
41	409	310	210	106	Sedan, station wagon, multi passenger or self propelled caravan body type with a seating capacity of not more than 12 persons and not for fare or other consideration.	91	293	222	150	76	
45	368	279	189	95	Public Passenger Vehicle not for fare or other consideration (ie at no cost to the passenger).	95	203	154	104	53	
5	3296	2497	1689	854	Taxis; registered or licensed as metered taxis by the Office of Public Transport or under another authority.	55	510	386	261	132	
6	814	617	417	211	Hire and Drive Yourself vehicles: (excluding buses, motor cycles and trailers).	56	814	617	417	211	
7	814	617	417	211	Public Passenger Vehicles: all vehicles (including Hire and Drive Yourself buses) used for carrying passengers for fare or other consideration, but excluding classes 5, 6, 32, 55 and 56.	57	413	313	212	107	
8	1343	1017	688	348	Small (authorised to carry up to 12 seated persons)	58	413	313	212	107	
9	2156	1633	1105	558	Medium (authorised to carry between 13 and 35 adult persons)	59	488	370	250	126	
32	5291	4008	2712	1370	Large (authorised to carry more than 35 adult persons)	-	-	-	-	-	
32	5291	4008	2712	1370	Public Municipal Omnibuses: all public passenger vehicles used in the provision of Regular Passenger Services in Metropolitan Adelaide pursuant to a contract under Part 5 of the Passenger Transport Act 1994 and which also use the integrated ticketing system prescribed by the Office of Public Transport from time to time.	-	-	-	-	-	
GOODS CARRYING											
42	473	358	242	123	Any motor vehicle (including utilities, vans, tow trucks, trucks and primemovers but excluding classes 4 or 54) constructed or adapted for the carriage of goods	92	285	216	146	74	
3	769	583	394	199	- Light (Gross Vehicle Mass not exceeding 4.5 tonnes)	53	326	247	167	84	
21	2239	1696	1147	580	- Medium (Gross Vehicle Mass exceeding 4.5 tonnes but Gross Combination Mass not exceeding 35 tonnes)	71	1628	1233	834	422	
4	304	230	156	79	- Heavy (Gross Combination Mass exceeding 35 tonnes)	54	184	139	94	48	
4	304	230	156	79	- Primary Producer's goods carrying vehicles registered under Section 25 or 34 of the Act ¹	54	184	139	94	48	
MOTOR CYCLES - Motor cycles, Tricycles and Quadcycles with an engine capacity:											
34	60	45	31	16	-Not exceeding 50cc	84	38	29	19	10	
35	188	142	96	49	-Exceeding 50cc but not exceeding 250cc	85	83	63	43	21	
36	244	185	125	63	-Exceeding 250cc but not exceeding 600cc	86	124	94	64	32	
40	368	279	189	95	-Exceeding 600cc	90	304	230	156	79	
TRAILERS - ie, a vehicle, or machine on wheels, that is not self propelled and is constructed or adapted for being drawn by a motor vehicle											
31	Nil	Nil	Nil	Nil	Trailers	81	Nil	Nil	Nil	Nil	
UNREGISTERED VEHICLE PERMITS											
37	26	20	13	7	Vehicles provided with registration under Section 16 of the Act ¹ (excluding trailers).	87	26	20	13	7	
SPECIAL PURPOSE VEHICLES											
19	101	77	52	26	Historic and Left Hand Drive Vehicles conditionally registered under Section 25 of the Act ¹ and Regulations - Schedule 1.	69	101	77	52	26	
38	41	31	21	11	Conditionally registered farm tractors used for farm purposes or self propelled agricultural implements whilst on roads ² . Other farm vehicles registered under Section 25 and Regulations of the Act ¹ whilst on roads ² between rural landholdings which are no more than 30k apart and are farmed by the vehicle owner. Land yachts. Golf Buggies. Conditionally registered forklifts ² and self propelled lawn care machines ² whilst on roads ² .	88	41	31	21	11	
29	326	247	167	84	Any vehicles not specifically designed for the carriage of passengers or goods (excluding all other vehicles listed in this schedule). Ambulances, undertakers' hearses, mourning coaches and vehicles used solely for Fire Fighting or State Emergency Service purposes.	79	98	74	50	25	
CAR CARRIER'S EXTENSION: Unregistered vehicles in the physical and legal control of the Car Carrier within 500 metres of the registered car carrying vehicle.											
22	717	543	367	186	The premium for car carrying vehicles, including the car carrier's extension as defined, is as follows:	72	390	295	200	101	
23	1013	767	519	262	- Light (Gross Vehicle Mass not exceeding 4.5 tonnes)	73	431	326	221	112	
24	2483	1881	1273	643	- Medium (Gross Vehicle Mass exceeding 4.5 tonnes but Gross Combination Mass not exceeding 35 tonnes)	74	1733	1313	888	449	
25	244	185	125	63	- Heavy (Gross Combination Mass exceeding 35 tonnes)	75	105	80	54	27	
25	244	185	125	63	- Trailers	75	105	80	54	27	
MOTOR TRADE PLATE: Issued under Section 62 of the Act ¹											
12	12 MONTHS				Category of use	Vehicle Type	62	12 MONTHS			
	As per Premium Class 3	A	Goods carrying - Gross Vehicle Mass exceeding 4.5 tonnes	As per Premium Class 53							
	As per Premium Class 41	B	Motor Vehicle - Gross Vehicle Mass not exceeding 4.5 tonnes	As per Premium Class 91							
	As per Premium Class 36	C	Motor Cycles	As per Premium Class 86							
	As per Premium Class 31	D	Trailers	As per Premium Class 81							
	As per Premium Class 38	E1	Agricultural Machinery	As per Premium Class 88							
	As per Premium Class 29	E2	Special Purpose Vehicles	As per Premium Class 79							
(Where more than one category of use is allowed, the highest premium is to apply)											

1 Motor Vehicles Act, 1959 and amendments.

2 As defined in the Motor Vehicles Act, 1959.

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CITY OF ADELAIDE

Philip Street (Clarendon Street-Gray Street), Adelaide— One-Way Traffic

NOTICE is hereby given that Council, at its meeting held on 30 May 2005, adopted the following resolution:

That pursuant to section 359(1) of the Local Government Act 1934, as amended, all vehicles other than those so named in Column 3 shall be excluded from the road so named in Column 1 and described in Column 2.

Column 1 Street	Column 2 Location	Column 3 Class of Vehicles Exempt
Philip Street	From the western building alignment of Clarendon Street to the eastern building alignment of Gray Street.	Any vehicle travelling in a westerly direction from Clarendon Street to Gray Street. Any vehicles owned or operated by or on behalf of the Adelaide City Council for the purposes of street cleaning and maintenance.

Purpose: To improve the level of safety for road users and pedestrians.

The one-way conditions will be introduced on or soon after Tuesday, 5 July 2005.

If you require any additional information, please contact John Hanchett, telephone 8203 7433, or e-mail at:

j.hanchett@adelaidecitycouncil.com

M. HEMMERLING, Chief Executive Officer

CITY OF BURNSIDE

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that the council in exercise of the powers contained in Chapters 8, 9 and 10 of the Local Government Act 1999 and the Water Resources Act 1997:

1. At a meeting held on 21 June 2005:

1.1 *Adoption of Valuations*

Adopted for rating purposes for the year ending 30 June 2006, the capital valuations of the Valuer-General totalling \$9 520 478 900.

1.2 *Declaration of General Rate*

Declared a general rate of 0.2319 cents in the dollar on the capital value of all rateable land within its area.

1.3 *Declaration of Separate Rates*

Declared separate rates on rateable land within the area as follows:

1.3.1. 0.007409 cents in the dollar based on capital values on all rateable land in the area of the River Torrens Catchment Water Management Board;

1.3.2. 0.002845 cents in the dollar based on capital values on all rateable land in the area of the Patawalonga Catchment Water Management Board.

1.4 *Minimum Rate*

Declared a minimum amount payable by way of general rates on rateable land in its area of \$530.

J. HANLON, Chief Executive Officer

CITY OF PORT ADELAIDE ENFIELD

SECTION 192 OF THE LOCAL GOVERNMENT ACT 1999

Assumption of Care Control and Management of Land

NOTICE is hereby given of Council's intention to assume care, control and management of Montpelier Square Reserve, Port Adelaide, being allotment 619 in Deposited Plan 3 and Smith Street Reserve, Port Adelaide, being allotment 620 in Deposited Plan 3 in accordance with provisions contained within section 192 of the Local Government Act 1999.

The abovementioned reserves were created when sections 1129 and 1130 situated within the Hundred of Port Adelaide were subdivided in 1858. The Registrar-General's Office has advised Council that at this date the reserves are contained within Limited Title Volume X, Folio 77 and still in the ownership of the original developers of the abovementioned sections i.e. Henry Ayers, Robert Barr Smith, Thomas Giles and Thomas Drury Smeaton.

Pursuant to section 50 of the Development Act 1993 open space created in a Plan of Division is currently vested in the ownership of the Council for the area, however, no such provision existed in 1858.

As the reserves have been maintained and/or managed by Council for numerous years 'for the enjoyment of the public or a section of the public'. Council wishes to assume care, control and management of the subject land in accordance with section 192 of the Local Government Act 1999.

Any person claiming to be the owner of the subject land or having a recognised interest in the land under subsection (2) of the abovementioned section is hereby requested to provide sufficient evidence of same to Council by 29 July 2005.

Further information on the matter may be obtained by contacting Gary Baron on direct line (08) 8405 6852, facsimile (08) 8405 6666 or email gbaron@portenf.sa.gov.au.

Dated 30 June 2005.

H. J. WIERDA City Manager

CITY OF SALISBURY

DEVELOPMENT ACT 1993

Salisbury (City) Development Plan—Place of Worship Plan Amendment Report—Draft for Public Consultation

NOTICE is hereby given that the City of Salisbury has prepared a draft Plan Amendment Report (PAR) to amend the Salisbury (City) Development Plan as it affects a range of worship policies and sites throughout the City.

The draft Place of Worship PAR will promote the following policy direction:

- Ensure Development Plan policies address three types of places of worship (i.e. house, neighbourhood and regional).
- Subject to managing a range of external impacts, places of worship should be located within centres zones.

- If centre zone locations are not available or appropriate, small to medium scale places of worship may be located in residential areas subject to addressing potential external impacts (e.g. noise). As a general rule, large scale places of worship are not appropriate within residential areas.
- Large (regional) scale places of worship are appropriate within most industrial areas.

The draft Place of Worship PAR, including the Statement of Investigations will be available for public inspection during office hours at the City of Salisbury, 12 James Street, Salisbury SA 5108.

Alternatively, it can be obtained from Council's website at www.salisbury.sa.gov.au, from one of Council's five libraries or six Neighbourhood Houses.

Written submissions close on Thursday, 1 September 2005 and should clearly indicate whether you wish to speak at the public hearing, on your submission. Please address submissions to the City Manager at the abovementioned address.

Copies of all submissions will be available for inspection at the City of Salisbury from Friday, 2 September 2005 until the date of the public hearing.

The public hearing will be held at the John Harvey Gallery, 12 James Street, Salisbury on Tuesday, 20 September 2005 at 7 p.m.

The public hearing may not be held if no submission received indicates an interest in speaking at the public hearing.

Dated 30 June 2005.

S. HAINS, City Manager

CITY OF TEA TREE GULLY

Opening and Closing of Roads

NOTICE is hereby given that the City of Tea Tree Gully proposes to make a Road Process Order in accordance with section 10 of the Roads (Opening and Closing) Act 1991:

1. To open a portion of road in the Hundred of Yatala, being an irregularly-shaped portion of allotment 6 in Deposited Plan 9048 (Reserve) situate along and adjoining the north-eastern boundary of said allotment 6 and being a widening of Anita Avenue, Gilles Plains thereat and numbered '1' on Preliminary Plan No. 05/0036.

2. To close a strip of road in the Hundred of Yatala, being a strip of Mary Avenue and portion of Anita Avenue, Gilles Plains, generally situate dividing allotment 6 in Deposited Plan 9048 (Reserve) and portion of allotment 36 in Deposited Plan 9234 from allotment 5 in Deposited Plan 9048 being the Highlander Hotel-Motel and marked 'A' on Preliminary Plan No. 05/0036.

It is proposed that the road to be closed marked 'A' be transferred to Kipa Freeholds Pty Ltd and Kipa Management Pty Ltd and merged with said allotment 5 in Deposited Plan 9048.

A preliminary plan of the proposal, and a statement, are available for public inspection at the Tea Tree Gully's Civic Centre, 571 Montague Road, Modbury, between 8.45 a.m. and 5.00 p.m., Monday to Friday or at the Adelaide office of the Surveyor-General during normal office hours.

Any person may object to the proposal (and any adjoining landowner or other person substantially affected by the proposed road closure may apply for an easement relative to the closure).

Such objection (or application for an easement) must be made in writing to the City of Tea Tree Gully within 28 days of the date of this notice. If a submission is made, the City of Tea Tree Gully is required to give notice of a time and place at which a meeting will be held to consider the matter, so that the person making the submission (or a representative) may attend to support the submission, if desired.

Any submission must set out the full name and address of the person making the submission, and must be fully supported by reasons (and any application for the grant of an easement must give full particulars of the nature and location of the easement and, where made by a person as the owner of adjoining or nearby land, specify the land to which the easement is to be annexed). A copy of the submission must be forwarded to the Surveyor-General, Adelaide.

Dated 30 June 2005.

G. PERKIN, Chief Executive Officer

CITY OF WEST TORRENS

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that the Council in exercise of the powers contained in Chapters 8, 9 and 10 of the Local Government Act 1999 and the Water Resources Act 1997:

Adoption of Valuations

At a meeting held on 21 June 2005, adopted for rating purposes, for the year ending 30 June 2006, the capital valuations of the Valuer-General of all property within the area, totalling \$8 377 338 100.

Declaration of Rates

At a meeting held on 21 June 2005:

- (i) Declared differential general rates in the dollar based on capital values as follows:
 - (a) 0.252823 cents in the dollar on rateable land of category 1 use;
 - (b) 0.600544 cents in the dollar on rateable land of categories 2, 3, 4, 5, 6, 7, 8 and 9 use.
- (ii) Declared a minimum amount payable by way of general rates on rateable land in its area of \$501.70.
- (iii) Declared separate rates on rateable land within the area as follows:
 - (a) 0.007427 cents in the dollar based on capital values on all rateable land in the area of the River Torrens Catchment Water Management Board;
 - (b) 0.006021 cents in the dollar based on capital values on all rateable land in the area of the Patawalonga Catchment Water Management Board.

T. M. STARR, Chief Executive Officer

TOWN OF GAWLER

DEVELOPMENT ACT 1993

Residential, Town Centre and Development Plan Format Plan Amendment Report (PAR)

NOTICE is hereby given that the Town of Gawler has prepared a draft PAR to amend the Gawler (CT) Development Plan.

Numerous policy changes will result affecting residential, heritage, special use, town centre and centres, rural zones and procedural changes. All zones will be affected.

The PAR will be available for public inspection and purchase for \$25 (hard copy) or \$5 (CD) at the Council Offices and Library, 89-91 Murray Street, Gawler, (P.O. Box 130, Gawler, S.A. 5118), during normal business hours from 1 July 2005 to 1 September 2005. Also accessible on Council's website:

www.gawler.sa.gov.au.

Written submissions will be accepted at the Council Offices up to 5 p.m. on 1 September 2005 and should indicate whether there is a desire to speak at the public meeting.

Copies of all written submissions will be available for public inspection by interested persons at the Council Offices, 89-91 Murray Street, Gawler, until 5 October 2005.

A public hearing will be held on 5 October 2005 at 7.30 p.m. at the Elderly Centre, Fourteenth Street, Gawler South, to enable interested persons to make verbal submissions to council on the PAR.

For further information contact Claudia Emes on 8522 9227.

Dated 30 June 2005.

N. JACOBS, Chief Executive Officer

ALEXANDRINA COUNCIL

Adoption of Valuation and Declaration of Rates

NOTICE is hereby given that the Alexandrina Council, at its meeting held on 20 June 2005, for the financial year ending 30 June 2006, in exercise of the powers contained in Chapter 10 of the Local Government Act 1999 (the Act), resolved as follows:

Adoption of Valuation

Pursuant to section 167 (2) of the Act adopted for rating purposes for the year ending 30 June 2006, the Valuer-General's valuation of capital value in relation to land within the area of the Council and declared that the total valuation that is to apply within the area is \$4 498 377 360 of which \$4 396 983 755 is the valuation of rateable land.

Declaration of Rates

Pursuant to sections 153 (1) (b) and 156 (1) (a) of the Act declared the following differential general rates on rateable land within the area for the year ending 30 June 2006, based on the capital value of the land and by reference to land use as categorised within Regulation 10 of the Local Government (General) Regulations 1999:

- In respect of rateable land which is categorised by Land Use Category 1—Residential, Category 2—Commercial Shops, Category 3—Commercial Office, Category 4—Commercial Other, Category 5—Industrial Light, Category 6—Industrial Other and Category 9—Other, a differential general rate of 0.3479 cents in the dollar.
- In respect of rateable land which is categorised by Land Use Category 7—Primary Production, a differential general rate of 0.3005 cents in the dollar.
- In respect of rateable land which is categorised by Land Use Category 8—Vacant Land, a differential general rate of 0.4175 cents in the dollar.

Minimum Rate

Pursuant to section 158 (1) (a) of the Act fixed an amount of \$540 as a minimum amount payable by way of rates in respect to rateable land throughout the whole of the area.

Rebates—Rate Relief

Pursuant to section 166 (1) (l) of the Act a rebate on general rates will be offered to the principal ratepayer of rateable land where there is an increase in general rates levied upon a property which exceeds the 2004-2005 general rates levied by more than 13 per cent as a result of valuation changes or changes to the basis of rating.

Such rebates will only apply to properties which are the owners principal place of residence. Council has used the various categories of land use prescribed by Regulation 10 of the Local Government (General) Regulations, 1999 (the 'Regulations') for property identification.

The rebate will not apply where:

- The property has been acquired by the ratepayer or has become their principal place of residence after 1 July 2002. (3 year residential qualification period).
- The increase in general rate payable is due in whole or in part to an increase in valuation of the property attributable to improvements (including maturing vines) made to it valued in excess of \$15 000.

- The increase in general rate payable is due in whole or in part to an increase in valuation of the property attributable to a change in the zoning of the land under the Development Act.

Service Charges

Pursuant to section 155 of the Act, the Alexandrina Council imposed the following service charges for the year ending 30 June 2006:

1. Common Effluent Service Charges:

Strathalbyn:

- (a) occupied unit—\$242
- (b) vacant unit—\$182

Goolwa:

- (c) occupied unit—\$318
- (d) vacant unit—\$238

Port Elliot:

- (e) occupied unit—\$307
- (f) vacant unit—\$230

Port Elliot (Waterport):

- (g) occupied unit—\$332
- (h) vacant unit—\$249

Milang:

- (i) occupied unit—\$349
- (j) vacant unit—\$261

Mount Compass:

- (k) occupied unit—\$286
- (l) vacant unit—\$286

2. Water Schemes:

Clayton Water Scheme:

- (a) A charge of \$139 for properties connected to the Scheme with an additional charge of 43 cents per kilolitre for consumption up to a maximum of 125 kilolitres per year, and an excess rate of \$1.03 per kilolitre for usage above 125 kilolitres per year.
- (b) A charge of \$139 for properties to which the water service is available, but not connected.

Langhorne Creek Water Scheme:

A charge of \$139 for properties connected to the Scheme with an additional charge of 43 cents per kilolitre for consumption up to a maximum of 125 kilolitres per year, and an excess rate of \$1.03 per kilolitre for usage above 125 kilolitres.

Finniss Water Scheme:

An access charge of \$161 for properties connected to the Scheme with an additional charge of \$1.60 per kilolitre for consumption.

3. Rural Recycling Scheme:

A rural recycling service charge of \$36.20 per property for those residents of the Old Willunga area benefiting from the service for the year ending 30 June 2006.

Payment of Rates

Pursuant to section 181 (1) of the Act, rates for the year ending 30 June 2006 are payable by quarterly instalments on the first days of the month of September 2005, December 2005, March 2006 and June 2006

J. COOMBE, Chief Executive Officer

DISTRICT COUNCIL OF CEDUNA

Change of Meeting Time

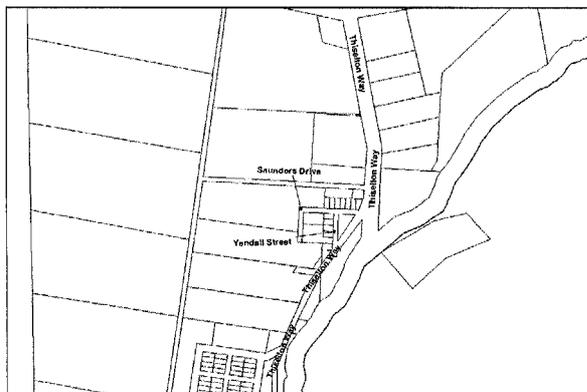
NOTICE is hereby given that council hereby advises that its July 2005 Ordinary meeting scheduled for Wednesday, 20 July 2005 will be held at 5 p.m. (in lieu of 4 p.m.).

A. J. IRVINE, Chief Executive Officer

DISTRICT COUNCIL OF CEDUNA

Assignment of Road Names

NOTICE is hereby given that the council has resolved pursuant to Division 5, section 219 of the Local Government Act 1999, to assign the following names to Council's roads as per map below:



T. SMART, Manager, Corporate Services

DISTRICT COUNCIL OF GRANT

ROADS (OPENING AND CLOSING) ACT 1991

Public Road between Princes Highway and Savage Road, Burrungule

PURSUANT to section 10 of the Roads (Opening and Closing) Act 1991, the District Council of Grant hereby gives notice of its intent to implement a Road Process Order to close portion of the Public Road (between Princes Highway and Savage Road) and merge with the adjoining Allotment 458 in Filed Plan 193450 and Allotment 1 in Filed Plan 1221 in the name of P. J. and S. M. Lord, more particularly delineated and lettered as 'A' and 'B' respectively in Preliminary Plan No. 05/0029.

A copy of the plan and a statement of persons affected are available for public inspection at the office of the Council, 324 Commercial Street West, Mount Gambier and the Adelaide office of the Surveyor-General during normal office hours.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons.

The application for easement or objection must be made in writing to the Council, P.O. Box 724, Mount Gambier, S.A. 5290 within 28 days of this notice and a copy must be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001.

Where a submission is made, the council will give notification of a meeting at which the matter will be considered.

R. PEATE, Chief Executive Officer

DISTRICT COUNCIL OF GRANT

ROADS (OPENING AND CLOSING) ACT 1991

Prentices Lane, Hundred of MacDonnell

PURSUANT to section 10 of the Roads (Opening and Closing) Act 1991, the District Council of Grant hereby gives notice of its intent to implement a Road Process Order to close and vest in the Crown for addition to Crown Lease Volume 1107, Folio 39 held by P. J. J. Geraghty, the whole of Prentices Lane west of Bay Road and adjoining the northern boundary of section 827, Hundred of MacDonnell, more particularly delineated and lettered as 'A' on Preliminary Plan No. 05/0030.

A copy of the plan and a statement of persons affected are available for public inspection at the office of the Council, 324 Commercial Street West, Mount Gambier and the Adelaide office of the Surveyor-General during normal office hours.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons.

The application for easement or objection must be made in writing to the Council, P.O. Box 724, Mount Gambier, S.A. 5290 within 28 days of this notice and a copy must be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001.

Where a submission is made, the council will give notification of a meeting at which the matter will be considered.

R. PEATE, Chief Executive Officer

NARACOORTE LUCINDALE COUNCIL

DEVELOPMENT ACT 1993

*Hynam Abattoir Plan Amendment Report
Prepared by the Council—For Public Consultation*

THE NARACOORTE LUCINDALE COUNCIL has prepared a draft Plan Amendment Report as it affects the land occupied by and in the near vicinity to the Teys Brothers (Naracoorte) Pty Ltd Abattoir, which is located on the Wimmera Highway east of Naracoorte.

The draft Plan Amendment Report seeks to re-zone the above land which includes the Abattoir and the MacKenzie Intermodal Pty Ltd road transport operations from Horticulture to General Industry.

The draft Plan Amendment Report and Statement of Investigations will be available for public inspection and purchase during normal working hours at the Council Offices, DeGaris Place, Naracoorte.

The Plan will be on display from 30 June 2005 to 31 August 2005.

Written submissions regarding the draft amendment should be lodged no later than 5 p.m. on 31 August 2005. All submissions should be addressed to The Chief Executive Officer, Naracoorte Lucindale Council, P.O. Box 555, Naracoorte, S.A. 5271 and should clearly indicate whether you wish to be heard in support of your submission.

Copies of all submissions will be available for inspection by interested persons at the Council Offices from 1 September 2005 until the public hearing.

A hearing will be held at 4.30 p.m. on Monday, 26 September 2005 in the Council Chambers, DeGaris Place, Naracoorte.

The hearing will not be held if no submissions are received or if no submission has a request to be heard.

Dated 28 June 2005.

D. HUTCHISON, for D. HOVENDEN, Chief Executive Officer

DISTRICT COUNCIL OF STREAKY BAY

Revocation of Community Land Classification

NOTICE is hereby given that at the council meeting held on 15 June 2005, council resolved the following:

That pursuant to section 194 (3) (b) of the Local Government Act 1999, council having complied with all requirements of that section and having received approval from the Minister hereby resolves to revoke the Community Land Classification for allotment 11, Town of Poochera, Hundred of Karcultaby, certificate of title volume 5208, folio 670.

J. RUMBELOW, Chief Executive Officer

WATTLE RANGE COUNCIL

Declaration of Public Road

NOTICE is hereby given that the Wattle Range Council at its meeting held on 14 June 2005, in accordance with the provisions of section 208 of the Local Government Act 1999, declared the land contained in certificate of title volume 5502, folio 281, to be a public road and preserved the easement over the land to the ETSA Corporation.

F. N. BRENNAN, Chief Executive Officer

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

- Babol, Zofia*, late of 66 Nelson Road, Valley View, widow, who died on 1 April 2005.
- Bowden, Frances Marion*, late of 30 Sussex Terrace, Westbourne Park, of no occupation, who died on 27 March 2005.
- Boyd, Peter Knight*, late of 33 Nile Street, Glenelg, retired building consultant, who died on 10 February 2000.
- Gool, Rustum Yusuf*, late of 225 Belair Road, Torrens Park, retired medical practitioner, who died on 4 April 2005.
- Hartnup, Elsie Doris*, late of 60 States Road, Morphett Vale, retired business proprietor, who died on 28 February 2005.
- Iremija, Kathleen Frances*, late of 49 Buxton Street, North Adelaide, of no occupation, who died on 14 October 2004.
- McGinn, Gregory George*, late of Government Road, Yongala, retired tractor driver, who died on 22 September 2004.
- Nicholson, Alfred*, late of Grainger Road, Somerton Park, retired panel beater, who died on 10 April 2005.
- Roe, Marjorie*, late of 12 Phillis Street, Maylands, retired librarian, who died on 6 April 2005.
- Saunders, Maxwell*, late of 11 Sussex Street, Glenelg, retired caretaker, who died on 4 April 2005.
- Sinclair, Rita*, late of 51 Eve Road, Bellevue Heights, widow, who died on 13 April 2005.
- Smith, Violette Augustine*, late of 31 Naretha Street, Holden Hill, retired secretary, who died on 30 March 2005.
- Spencer, Dorothy Letitia*, late of 67 Porter Street, Salisbury, of no occupation, who died on 29 April 2005.
- Thorsen, Douglas William*, late of 54 Woodcroft Drive, Morphett Vale, retired trade teacher, who died on 26 April 2005.
- Travers, Max Warwick*, late of 42 White Street, Henley Beach, retired public servant, who died on 6 May 2005.
- Treuel, Dorothy Teresa*, late of 67 Regent Street South, Adelaide, home duties, who died on 11 April 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 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 29 July 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 30 June 2005.

C. J. O'LOUGHLIN, Public Trustee

SOUTH AUSTRALIA—In the Supreme Court. No. 553 of 1998. In the matter of Cudmore Developments Pty Limited (in liquidation) (ACN 008 271 887) and in the matter of the Corporations Law.

Notice of Release of Liquidator and Dissolution of the Company

Take notice that by order of the Supreme Court of South Australia dated 21 June 2005, I, Barrie Malcolm Mansom, 1st Floor, 17 Bagot Street, North Adelaide, S.A. 5006, the liquidator of the abovementioned company, was granted my release as liquidator and the company was dissolved as at the date of this order.

Dated 28 June 2005.

M. MANSOM, Liquidator

SALE OF PROPERTY

Auction Date: Thursday, 21 July 2005 at 11 a.m.

Location: 440 Milne Road, Redwood Park

NOTICE is hereby given that on the above date at the time and place stated, by virtue of the Warrant of Sale issued out of the Magistrates Court of South Australia, Action No. ELCCI 3811 of 2004, directed to the Sheriff of South Australia in an action wherein Adelaide Bank Limited is the Plaintiff and Paul Anthony Arena is the Defendant, I, Mark Stokes, Sheriff of the State of South Australia, will by my auctioneers, Griffin Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the Defendant Paul Anthony Arena as the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Redwood Park, being 440 Milne Road, being the property comprised in certificate of title register book volume 5166, folio 609.

Further particulars from the auctioneers.

Griffin Real Estate
8 Greenhill Road
Wayville, S.A. 5034
Telephone (08) 8357 3177

ATTENTION

CUSTOMERS requiring a proof of their notice for inclusion in the *Government Gazette*, please note that the onus is on you to inform **Government Publishing SA** of any subsequent corrections by **10 a.m. on Thursday**, which is our publication deadline.

For any corrections to your notice please phone 8207 1045 or Fax 8207 1040 **before 10 a.m. on Thursday**.

If we do not receive any communication by 10 a.m. on Thursday (day of publication) we will presume the notice is correct and will print it as it is.

Remember—the onus is on you to inform us of any corrections necessary to your notice.

NOTE: Closing time for lodging new copy (electronically, fax or hard copy) is 4 p.m. on Tuesday preceding the day of publication. Phone 8207 1045—Fax 8207 1040.

Email: governmentgazette@saugov.sa.gov.au