



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

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ADELAIDE, THURSDAY, 12 JULY 2007

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GOVERNMENT GAZETTE NOTICES

ALL poundkeepers' and private advertisements forwarded for publication in the *South Australian Government Gazette* must be PAID FOR PRIOR TO INSERTION; and all notices, from whatever source, should be legibly written on one side of the paper only and sent to **Government Publishing SA** so as to be *received no later than 4 p.m. on the Tuesday preceding the day of publication. Phone 8207 1045 or Fax 8207 1040. E-mail: governmentgazette@dpc.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, 12 July 2007

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Wilderness Advisory Committee, pursuant to the provisions of the Wilderness Protection Act 1992:

Member: (from 12 July 2007 until 11 July 2009)

Charles Eric Maynard Bills
Robert Lesslie
Molly Ann Whalen
Susan Barker

Presiding Member: (from 12 July 2007 until 11 July 2009)

Charles Eric Maynard Bills

By command,

J. M. RANKINE, for Premier

EHCS07/0018

Department of the Premier and Cabinet
Adelaide, 12 July 2007

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Institute of Medical and Veterinary Science Council, pursuant to the provisions of the Institute of Medical and Veterinary Science Act 1982:

Member: (from 14 July 2007 until 13 July 2011)

Leslye Elizabeth Long
Derek Frewin
Kevin Francis Kelly
Karen Nadine Thomas

Chairperson: (from 14 July 2007 until 13 July 2011)

Kevin Francis Kelly

Deputy Chairperson: (from 14 July 2007 until 13 July 2011)

Karen Nadine Thomas

By command,

J. M. RANKINE, for Premier

HEACS/07/212

Department of the Premier and Cabinet
Adelaide, 12 July 2007

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Construction Industry Training Board, pursuant to the provisions of the Construction Industry Training Fund Act 1993:

Member: (from 12 July 2007 until 11 July 2010)

Mary Marsland
Alison Scheffler
Peter Harrland
Martin James O'Malley
Fiona O'Connor
Romana Wereszczak

Deputy Member: (from 12 July 2007 until 11 July 2010)

Jessica Claudette Renfrey (Deputy to Scheffler)
Nathan Paine (Deputy to Harrland)
Bentley Carslake (Deputy to O'Malley)
Sally Jeremic (Deputy to Wereszczak)

Presiding Member: (from 12 July 2007 until 11 July 2010)

Mary Marsland

By command,

J. M. RANKINE, for Premier

METAFE07/07SC

Department of the Premier and Cabinet
Adelaide, 12 July 2007

HER Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Motor Accident Commission, pursuant to the provisions of the Motor Accident Commission Act 1992:

Director: (from 12 July 2007 until 30 June 2010)

Roger Cook
Juliet Brown

Brett Rowse
Kym Albert Weir
Yvonne Sneddon
Terence Robert Groom

Chair: (from 12 July 2007 until 30 June 2010)

Roger Cook

By command,

J. M. RANKINE, for Premier

TF07/051CS

Department of the Premier and Cabinet
Adelaide, 12 July 2007

HER Excellency the Governor in Executive Council has been pleased to appoint Andrew McPherson as an officer of the Crown for the purpose of providing the range of custodial services for Prisoner Movement and In-Court Management services, in accordance with the South Australian Prisoner Movement and In-Court Management contract, without pay or other industrial entitlement, staff of GSL Custodial Services Pty Ltd, pursuant to section 68 of the Constitution Act 1934.

By command,

J. M. RANKINE, for Premier

MCS07/009

Department of the Premier and Cabinet
Adelaide, 12 July 2007

HER Excellency the Governor in Executive Council has been pleased to appoint Andrew Collett and Faith Thomas as Assistant Commissioners to the Commission of Inquiry under the Commission of Inquiry (Children in State Care and Children on APY Lands) Act 2004, for a term commencing on 13 July 2007 until the completion of the Commission of Inquiry, pursuant to the Commission of Inquiry (Children in State Care and Children on APY Lands) Act 2004.

By command,

J. M. RANKINE, for Premier

MFC/CS/07/025

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, GAIL GAGO, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY resume the land defined in The Schedule.

The Schedule

Reserve for Community Centre Purposes, Allotment 338, Town of Berri, Berri Irrigation Area, County of Hamley, the proclamation of which was published in the *Government Gazette* of 8 November 1951 at page 1129, The Second Schedule, being the whole of the land comprised in Crown Record Volume 5364, Folio 3.

Dated 12 July 2007.

GAIL GAGO, Minister for Environment
and Conservation

DEHAA 11/2765

CROWN LANDS ACT 1929: SECTION 5

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

1. Resume the land defined in The First Schedule.
2. Dedicate the Crown Land defined in The Second Schedule as a Reserve for Highways Department Depot Purposes and declare that such land shall be under the care, control and management of the Minister for Transport.

The First Schedule

Depot Reserve, Allotment 1 of Deposited Plan 28548, Hundred of Crystal Brook, County of Victoria, the notice of which was published in the *Government Gazette* of 27 June 1991 at page 2041, The Second Schedule, being the whole of the land comprised in Crown Record Volume 5479, Folio 503.

The Second Schedule

Allotments 1 and 3 of Deposited Plan 73886, Hundred of Crystal Brook, County of Victoria, exclusive of all necessary roads, subject nevertheless to:

1. An easement over the land marked F on Deposited Plan 73886 to Distribution Lessor Corporation (subject to Lease 8890000) (RLG 10702535).
2. An easement over the land marked G on Deposited Plan 73886 to the South Australian Water Corporation (RLG 10702536).

Dated 12 July 2007.

GAIL GAGO, Minister for Environment
and Conservation

DEH 13/0964

FISHERIES ACT 1982: SECTION 59

TAKE notice that pursuant to section 59 of the Fisheries Act 1982, the class of persons described in Schedule 1 (the 'exemption holders') are exempted from the provisions of Clause 123 of Schedule 1 of the Fisheries (General) Regulations 2000, in that an exemption holder shall not be guilty of an offence when using a registered boat that is endorsed on the licence to undertake fishing activity for purposes other than trade or business (the 'exempted activity'), subject to the conditions specified in Schedule 2, from 1 July 2007 until 30 June 2008, unless this notice is varied or revoked earlier.

SCHEDULE 1

The holder of a licence issued pursuant to the Fisheries (Scheme of Management—Marine Scalefish Fisheries) Regulations 2006, the Fisheries (Scheme of Management—Miscellaneous Fishery) Regulations 2000, the Fisheries (Scheme of Management—Blue Crab Fishery) Regulations 1998, the Fisheries (Scheme of Management—Prawn Fisheries) Regulations 2006, the Fisheries (Scheme of Management—Abalone Fisheries) Regulations 2006, the Fisheries (Scheme of Management—River Fishery) Regulations 2006, the Fisheries (Scheme of Management—Lakes and Coorong Fishery) Regulations 2006, the Fisheries (Scheme of Management—Charter Boat Fishery) Regulations 2005 and the Fisheries (Scheme of Management—Rock Lobster Fisheries) Regulations 2006, or any regulations that replace these regulations.

SCHEDULE 2

1. The exempted activity may only be undertaken if the registered boat is also registered for recreational use in accordance with regulations made under the Harbors and Navigation Act 1993.

2. An exemption holder must ensure that the commercial fishery boat registration number marked on a boat is covered over during the exempted activity, and any recreational registration numbers are displayed as required by regulations made under the Harbors and Navigation Act 1993.

3. The exemption holder must notify PIRSA Fisheries by calling 1800 065 522 prior to engaging in the exempted activity and providing the following information:

- the name of the licence holder making the call;
- the fishery licence number(s) of the licence(s) on which the registered boat is endorsed;
- the name of the boat and the commercial boat registration number;
- the recreational boat registration number of the boat;
- registration numbers of recreational devices (rock lobster pots or nets) that will be on board the boat;
- the time and date the exempted activity will commence; and
- the time and date the exempted activity will cease.

4. At any time during the exempted activity, an exemption holder must not have on board the registered boat any registered fishing device that is endorsed on the fishery licence on which the registered boat is also endorsed.

5. An exemption holder who is the holder of a licence issued pursuant to the Fisheries (Scheme of Management—Rock Lobster Fisheries) Regulations 2006, must ensure that no recreational rock lobster pots are on board a registered boat that is endorsed on a rock lobster fishery licence at any time during the exempted activity.

6. An exemption holder who is the holder of a licence issued pursuant to the Fisheries (Scheme of Management—Rock Lobster Fisheries) Regulations 2006, must not take or have on board the registered boat any rock lobster during the exempted activity.

7. All fish taken in the course of the exempted activity must be removed from the boat at the end of the exempted activity.

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

Dated 6 July 2007.

W. ZACHARIN, Director of Fisheries

ELECTRICITY ACT 1996

AGL SOUTH AUSTRALIA PTY LIMITED (ABN 49 091 105 092)

*Large Customer Electricity Default Contract for Retailer of Last Resort Supply***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 the effective date. 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:

AGL South Australia Pty Limited (ABN 49 091 105 092) of P.O. Box 888, Adelaide, S.A. 5001 (in this contract referred to as “we”, “our” or “us”); and You, the *customer* to whom this contract is expressed to apply (in this contract referred to as “you” or “your”).

2. DEFINITIONS

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

3. APPLICATION OF THESE TERMS AND CONDITIONS**3.1 Application**

This contract will apply to you at your *supply address* (and as a consequence you will be deemed by section 36 of the *Electricity Act* to have a contract with us) if:

- (a) you are not a *small customer* in relation to your *supply address*;
- (b) we have a *retailer of last resort obligation* to you for your *supply address*;
- (c) we are the *financially responsible market participant* for that *supply address*; and
- (d) you have not entered into a *market contract* with us in relation to that *supply address*.

4. TERM OF CONTRACT**4.1 Commencement of contract**

Your contract with us for your *supply address* will start on the *effective date* or the date that we have a *retailer of last resort obligation* to you for your *supply address*, whichever occurs later.

4.2 End of contract

This contract will end when:

- (a) you become a *small customer* in relation to your *supply address*; or
- (b) we cease to have a *retailer of last resort obligation* to you for that *supply address*;
- (c) we cease to be the *financially responsible market participant* at your *supply address*; or
- (d) we enter into a *market contract* with you, or a *market contract* with someone else, in relation to your *supply address*; or
- (e) it is terminated under clause 15.

If your contract ends and you have not entered into a *market contract* with us or another *retailer* for that *supply address* you will be deemed by section 36 of the *Electricity Act* to have a *default contract* with us. A copy of our *default contract* can be found at our website

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*, and related services. We agree to sell to you electricity supplied to your *supply address* (by your *distributor*) and perform our other obligations set out in this contract.

In return, you are required to pay the amount billed by us under 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 are not responsible for loss or damage caused by any of these things occurring or caused by the acts or omissions of third parties, including your *distributor*.

6. OUR LIABILITY

6.1 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.

6.2 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.

6.3 National Electricity Law

This clause 6 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.

6.4 Survival of this clause

This clause 6 survives the ending of this contract.

7. PRICE FOR ELECTRICITY AND OTHER SERVICES

7.1 Charges

Our current charges for the electricity and other services sold to you are set out in the *price list*.

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

In addition to our charges, you must also pay to us all *network charges, market charges, metering charges, emissions and renewable energy charges* and *energy loss charges* applicable to your *supply address* or the quantity of electricity we sell to you at your *supply address*.

7.2 Conditions of charges

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

7.3 Variations to your charges

Any variation to our *price list* will be published on our website.

If the conditions applying to our charges change so that your previous charges no longer apply to you at your *supply address*, we can decide which charges will apply.

7.4 Changes to charges during a billing cycle

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

7.5 Changes to the charge type during a billing cycle

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

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

7.6 Pass through of taxes and other charges

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

7.7 GST

(a) Unless expressly stated otherwise, all amounts payable or other consideration provided in respect of transactions under this contract are expressed exclusive of GST (if any). Where a supply under this contract is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the transaction.

(b) All GST payable must be paid at the same time as the payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it must be paid within 10 business days of a tax invoice being issued by the party making the taxable supply.

8. BILLING

8.1 When bills are sent

Where practicable, we will send a bill to you at the end of each *billing cycle*. We are not obliged to send a bill to you where we do not have a postal address for you or the *supply address*. The provisions of clause 19 (Notices) apply as if a bill is a notice.

8.2 Calculating your 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 *metering equipment* or by using reasonable estimates); and
- (b) the amount for any *network charges, market charges, metering charges, emissions and renewable energy charges* and *energy loss charges* applicable to your *supply address* or the quantity of electricity we sell to you at your *supply address* during the *billing cycle*;
- (c) the amount for any other services supplied under this contract during the *billing cycle*.

The bill may also include:

- (a) unbilled charges, *network charges, market charges, metering charges, emissions and renewable energy charges* and *energy loss charges* incurred in respect of a previous *billing cycle*;
- (b) adjustments in relation to any charges, *network charges, market charges, metering charges, emissions and renewable energy charges* and *energy loss charges* which were billed or should have been billed in respect of a previous *billing cycle*; and
- (c) any other charges, *network charges, market charges, metering charges, emissions and renewable energy charges* and *energy loss charges* attributable to you at your *supply address*, or any other address at which you purchase electricity from us.

8.3 Payments to the distributor

Unless otherwise agreed with your *distributor*, *network charges* payable by you will be collected by us as agent for and on behalf of your *distributor*. We are entitled to take action separately under this contract and in our own name to recover any *network charges* owing by you from time to time.

8.4 Estimating the electricity usage

If your *metering equipment* is faulty or unable to be read, or your *metering data* is not obtained or is considered to be incorrect for any reason, the amount of electricity which was purchased from us at your *supply address* may be estimated by us. If we choose, we may rely on an estimate provided by your *distributor*.

When your *metering equipment* 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 *metering equipment*.

If the *metering equipment* is unable to be read due to your actions, we can bill you for any charges we incur in arranging for a meter reader returning to your *supply address* to read the *metering equipment*, including where necessary, any costs charged by the *distributor* in relation to obtaining a warrant to enter your *supply address*.

9. PAYING YOUR BILL

9.1 What you have to pay

Subject to clause 9.3, you must pay to us (free of set-off and without deduction) the amount shown on each bill by the *due date*.

9.2 Late payments

If you do not pay your bill by the *due date*, (including where any amount in dispute is subsequently required to be paid by you), we may charge interest on the unpaid amount from the *due date* at the *interest rate* and compounded monthly.

We may also require you to pay any costs incurred by us in recovering any amounts you owe to us (including any amount in dispute that is subsequently required to be paid by you), or due to your breach under this contract.

9.3 Review of bills

Subject to clause 9.4, if you believe on reasonable grounds that any part of a bill is incorrect, then you may ask us to review the bill. Any such request must be in writing and must set out the grounds for your belief that the bill is incorrect. You must pay us the part of the bill not in dispute by the *due date*. You must also pay any future bills.

We will inform you of the outcome of our review within a reasonable period. If our review shows the bill to be correct, you must pay the amount of the bill in full. If our review shows that your grounds for believing the bill to be incorrect were not reasonable, you must pay interest on the unpaid amount from the *due date* in accordance with clause 9.2.

9.4 Distributor charges

Despite clause 9.3, you must pay all *network charges* due to your *distributor* under your *connection and supply contract* in full by the *due date*.

9.5 Rights to disconnect not affected

This clause 9 does not affect our right to arrange for your *supply address* to be disconnected under clause 12 of this contract.

10. METERING EQUIPMENT

10.1 Access

You must allow safe and convenient access to your *supply address* to us, your *distributor* and any other person authorised either by us or your *distributor* for the purposes of reading the relevant *metering equipment*.

10.2 Final meter reading

When this contract ceases to apply to your *supply address*, your *metering equipment* will be read and a final bill sent for all outstanding charges (which bill will be payable in the normal manner).

11. SECURITY DEPOSITS

11.1 Requirement of security deposit

We may require you to provide a *security deposit*. If you fail to do so within 20 *business days* of our request, we may arrange for disconnection in accordance with clause 12.

11.2 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.

12. DISCONNECTION OF SUPPLY

We can arrange for the disconnection of your *supply address* immediately if:

- (a) you breach any of your obligations under this contract and fail to remedy the breach within 14 days of receipt of a request from us to do so;
- (b) you fail to pay by the *due date* the whole or any part of each bill relating to 2 or more consecutive *billing cycles*;
- (c) an *insolvency event* has occurred or continues in respect of you;
- (d) we reasonably consider that you are failing to comply with your obligations under any *electricity law*, we notify you that you must comply with those obligations, and we reasonably consider that you have failed to do so within the time set out in that notice;
- (e) we reasonably believe that electricity has been used but not recorded at your *supply address*, or that the *metering equipment* at your *supply address* has been interfered with;
- (f) this contract ends for any reason; or
- (g) if we give you 20 *business days*' prior notice of our intention to do so.

13. 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 may arrange for the reconnection of your *supply address*.

We may impose any conditions in respect of reconnection we see fit, or refuse to arrange reconnection and terminate this contract if we are allowed to do so under the *electricity law*.

14. VACATING A SUPPLY ADDRESS

14.1 Notice

You must give us 20 *business days* notice if you intend to:

- (a) vacate your *supply address*;
- (b) sell or otherwise part with possession of your *supply address*;
- (c) cease to operate your business from your *supply address*; or
- (d) enter into a *market contract* for your *supply address* with another *retailer*.

14.2 Final reading

When we receive the notice we will use our reasonable endeavours to arrange that your *metering equipment* is read on the date specified in the notice and send a final bill to you at the forwarding address specified in your notice.

14.3 Responsibility for electricity purchased

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

- (a) we become aware that you have vacated the *supply address* and the relevant *metering equipment* has been read;
- (b) you give us the required notice; or
- (c) a different retailer becomes the *financially responsible market participant* for your *supply address*.

15. TERMINATION**15.1 By either party**

Either party may terminate this contract at any time by giving not less than 20 *business days*' notice in writing to the other party.

15.2 By us

We may terminate this contract by notice in writing to you at any time after we become entitled to arrange, or we arrange, disconnection under clauses 12 (a), (b), (c), (d), (e) or (g).

16. USE OF ELECTRICITY AND ILLEGAL USE**16.1 Use of electricity**

You must not:

- (a) allow electricity purchased from us to be used other than in accordance with this contract or applicable *electricity law*; or
- (b) tamper with, or permit tampering with, any *metering equipment*.

16.2 Illegal use

If you have breached clause 16.1 of this contract, we may:

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

17. INFORMATION WE NEED**17.1 Provision of information**

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. You must tell us if information you have provided to us changes (for example, if your address changes).

17.2 Notice of *small customer* status

You must notify us immediately if you become a *small customer*.

18. WE CAN AMEND THIS CONTRACT

We can amend this contract by publishing such amendment in the *South Australian Government Gazette*, or in accordance with the requirements of the *Electricity Act*. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

19. NOTICES

Unless this document says otherwise, all notices must be sent in writing. We can send to you notices at the address at which you buy electricity from us under this contract 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. If you have not provided your name to us, any notice need not refer to you by name.

20. CONFIDENTIALITY**20.1 Privacy of information**

Subject to clauses 20.2, 20.3 and 23 of this contract we must keep your information about you confidential.

20.2 Disclosure

We may, however, disclose information about you:

- (a) to law enforcement agencies, or to other agencies or persons to whom we are required by law or stock exchange rules to make disclosure;
- (b) where you give us consent;
- (c) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of *metering equipment* and billing; and
- (d) to our officers, employees, contractors or advisers (or those of a *related body corporate*) for any purpose which is connected to this contract.

You also authorise us to seek from you, and give to:

- (a) credit reporting agencies;
- (b) other credit providers;
- (c) the *distributor* or another retailer of electricity; and
- (d) our agents, contractors and franchisees,

such information about your credit worthiness, credit default, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under applicable laws.

20.3 Use of information for marketing

Unless prevented by law, we or our *related bodies corporate* can use your information about you to offer to sell you other products and services. You may notify us at any time if you do not wish us to use your information in this manner.

21. FORCE MAJEURE

If you or we fail to observe or perform wholly or in part any obligation (other than an obligation to pay money) under this *contract*, such failure is deemed not to be a breach of this *contract* if it was caused by or arose as a consequence of a *force majeure event*.

22. APPLICABLE LAW

The laws of South Australia govern this contract.

We and you submit to the non-exclusive jurisdiction of the Courts of South Australia.

23. LAST RESORT EVENT

This contract will end if we are no longer entitled to sell electricity due to a *last resort event* in respect of us. In this event we will within 1 *business day* provide your name, billing address and associated *NMI and NMI checksum* to the electricity entity appointed as the retailer of last resort.

SCHEDULE 1: DEFINITIONS

“**approved energy loss factors**” means any loss factors (including both the intra-regional loss factors and the distribution loss factors) approved by the **system operator** or any other regulatory authority from time to time;

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

“**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 a connection point to the **transmission or distribution network**;

“**customer**” means a **customer** as defined in the **Electricity Act** and includes an owner of the relevant **supply address** where there is no other occupier of the **supply address**, or where the identity of the occupier is not known to us;

“**default contract**” means a contract published in accordance with section 36 of the **Electricity Act** between a **retailer** and a **customer** who is not a **small customer**;

“**default contract for retailer of last resort supply**” means a **default contract** published for the purposes of a **retailer of last resort obligation**;

“**distribution network**” means the network of electric lines and other equipment through which a **distributor** supplies electricity;

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

“**due date**” means the date for payment shown on a bill;

“**effective date**” means the date that these standard terms and conditions come into force in accordance with section 36 (3) of the **Electricity Act**;

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

“**electricity law**” means any statute, regulation, code, direction, mandatory guideline, licence condition or other regulatory instrument which governs or affects any one or more of the price of electricity, the cost to us of purchasing or selling electricity, the delivery of electricity, the sale of electricity to you or the electricity industry generally;

“**emissions and renewable energy legislation**” means the **Renewable Energy (Electricity) Act 2000 (Cth)** and any other **electricity law** which has as one of its purposes the reduction or limitation of greenhouse gases or the minimisation of the impact on the environment of the electricity industry generally;

“**emissions and renewable energy charges**” means the amount fixed by us from time to time and set out in your bill as the charge which we reasonably determine should be paid by you on account of any cost or liability imposed on or incurred by us under or as a direct or indirect consequence of any **emissions and renewable energy legislation** (including the cost of acquiring renewable energy certificates or any other relevant tradeable assets such as assigned (“greenhouse friendly”) generation, carbon sequestration credits or electricity sales foregone) or any reasonable estimate of any such cost or liability likely to be so imposed on or incurred by us in the future;

“**energy loss charges**” means the charges calculated using the **approved energy loss factors** applicable to your **supply address** and our charges;

“**financially responsible**” has the same meaning as set out in the **National Electricity Rules**;

“**force majeure event**” means in relation to a party, any event or circumstance outside that party's control, including:

- (a) an act of God, insurrection, industrial disputes of any kind, epidemics or any other risks to health or safety;
- (b) the order of any court or the award of any arbitrator, any order act or omission of government or other regulatory body or any inability or delay in obtaining governmental quasi-governmental or regulatory approvals consents permits licences or authorities; and
- (c) any order, direction, act or omission of a third party (including the **system operator**, a generator or transmission operator or your **distributor**);

“**GST**” has the meaning given to that term in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**;

“**insolvency event**” includes the appointment of a receiver, administrator, liquidator or similar person, a compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure or where applicable, changes in the constitution of any partnership or person, or any failure to provide credit support or a **security deposit** when required by this contract;

“**interest rate**” means the Westpac Banking Corporation corporate overdraft reference rate as at the due date for payment plus a margin of 2% per annum;

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

“**market charges**” means the amount of charges imposed by *electricity law*, the *system operator* or any other regulatory authority, and includes any ancillary services charges or costs, and any other charges associated with the operation of the national electricity market;

“**market contract**” means a contract for the sale of electricity other than a *default contract* between a *retailer* and *customer* who is not a *small customer*;

“**market participant**” has the meaning given to that term in the *National Electricity Rules*;

“**metering charges**” means all costs incurred in relation to the provision of *metering equipment*, and the collection and distribution of the data from that equipment;

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

“**metering equipment**” means equipment installed (or to be installed) to measure, record and in certain cases forward the data relating to the amount of electricity delivered to a *supply address* from the *transmission or distribution system*;

“**National Electricity Rules**” means the Rules made under the *National Electricity Law*;

“**network charges**” means any costs charged by your *distributor* in relation to your *supply address* under your *connection and supply contract*;

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

“**NMI checksum**” means a National Metering Identifier Checksum associated with a *NMI*;

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

“**retail contract**” has the meaning given to that term in the *Electricity (General) Regulations 1997 (SA)* made under the *Electricity Act* but does not include a *default contract for retailer of last resort supply*;

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

“**retailer of last resort obligation**” means an obligation to provide services to an electricity entity that become bound to sell electricity under a retailer of last resort requirement;

“**related body corporate**” has the meaning given to that term in the *Corporations Act 2001 (Cth)*;

“**security deposit**” means an amount of money or other arrangement acceptable to us provided as a security against default on a bill;

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

“**supply**” means the delivery of electricity;

“**supply address**” means:

- (a) where there is only one *connection point* for which we are *financially responsible* at an address, that address; or
- (b) where there is more than one *connection point* for which we are *financially responsible* at an address, each *connection point* at that address.

“**system operator**” means any person or body appointed under the *electricity law* whose functions are, amongst other things, to operate and administer the market for wholesale trading in electricity, control the security of the electricity supply system, or regulate and monitor the electricity transmission system.

“**transmission or distribution network**” has the meaning given to that term in the *Electricity Act*.

ELECTRICITY ACT 1996

AGL SOUTH AUSTRALIA PTY LIMITED (ABN 49 091 105 092)

*Electricity Default Contract for Retailer of Last Resort Supply***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 the effective date. 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:

AGL South Australia Pty Limited (ABN 49 091 105 092) of P.O. Box 888, Adelaide, S.A. 5001 (in this contract referred to as “we”, “our” or “us”); and

You, the *customer* to whom this contract is expressed to apply (in this 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 *RoLR default contract* terms and conditions for the purposes of the *Electricity Act*.

3.2 RoLR 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 *RoLR default contract* with us) if:

- (a) you are a *small customer* in relation to your *supply address*;
- (b) we have a *retailer of last resort obligation* to you for your *supply address*;
- (c) we are the *financially responsible market participant* for that *supply address*; and
- (d) you have not entered into a *customer sale contract* with us in relation to 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 on the *effective date* or the date that we have a *retailer of last resort supply obligation* to you for your *supply address*, whichever occurs later.

4.2 When does this contract end?

Subject to clause 4.3, your contract will end:

- (a) when you enter into a *customer sale contract* with us or another *retailer* for your *supply address*;
or
- (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 *Electricity Act* to have your *supply address* supplied with electricity under a *retailer of last resort supply obligation*.

If your contract ends and you have not entered into a *customer sale contract* with us or another *retailer* for that *supply address* you will be deemed by section 36 of the *Electricity Act* to have a *default contract* with us. A copy of our *default contract* can be found at our website

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. DOES NOT APPLY

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 120 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*.

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 the 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 *Regulatory Requirements*.

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 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.

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 *Regulatory Requirements*.

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 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 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 purchasing 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).

You authorise us to obtain all information required from your previous retailer, NEMMCO or from your network provider, necessary for us to perform our *retailer of last resort supply obligations*.

20. WE CAN AMEND THIS CONTRACT

We can only amend our contract with you in accordance with our *Regulatory Requirements*. Any amendment will take effect from the date referred to in the *South Australian Government Gazette*.

21. NOTICES

Unless this document or our *Regulatory Requirements* 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):

By telephone on 131 245, or

By writing to P.O. Box 888, Adelaide, S.A. 5001.

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;

“*Commission*” means the Essential Services Commission established under the Essential Services Commission Act 2002;

“*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* but does not include a *RoLR 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 5 p.m. 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;

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

“*effective date*” means the date that these standard terms and conditions come into force in accordance with section 36 (3) of the *Electricity Act*;

“*Electricity Act*” means the *Electricity Act 1996*;

“*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 ABN 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;

“*Regulatory Requirements*” means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administration or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time;

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

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

“*retailer of last resort obligation*” means an obligation to provide services to an electricity entity that becomes bound to sell electricity under a retailer of last resort requirement;

“*RoLR default contract*” means a *default contract* published for the purposes of a *retailer of last resort obligation*;

“*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*;

“*standing offer*” means the offer to sell electricity made in accordance with our *standing offer obligation*;

“*standing offer obligation*” means the obligation imposed on a *retailer* under the *Electricity Act* to agree to sell electricity to a *small customer* in accordance with the *retailer’s standing contract* terms and conditions when requested to do so by that *small customer*;

“*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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GEOGRAPHICAL NAMES ACT 1991

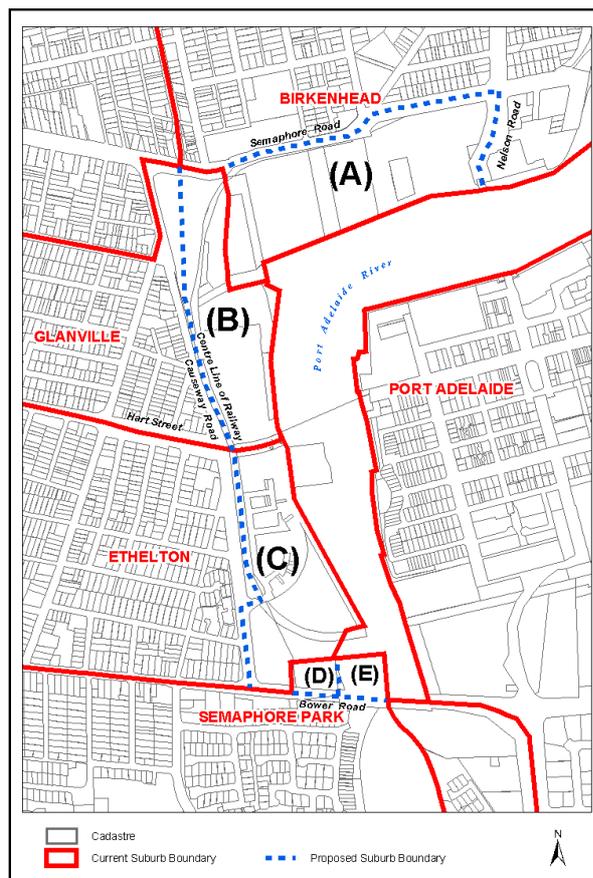
Notice to Alter the Boundaries of Places

NOTICE is hereby given pursuant to the provisions of the above Act, that I, Patrick Conlon, Minister for Infrastructure, Minister of the Crown to whom the administration of the Geographical Names Act 1991, is committed DO HEREBY:

1. Exclude from **BIRKENHEAD**, **GLANVILLE**, **ETHELTON** and **SEMAPHORE PARK** those areas marked (A), (B) (C) and (D) shown on the plan below and assign the name **NEW PORT** to those areas.

2. Exclude from the suburb of **SEMAPHORE PARK** that area marked (E) as shown on the plan below as it is part of the Port Adelaide River.

THE PLAN



Dated 1 July 2007.

PATRICK CONLON, Minister for Infrastructure

DAIS 22-413/05/0011

HARBORS AND NAVIGATION ACT 1993

SCHEDULE OF SHIPPING CHARGES PURSUANT TO SECTION 31

Effective from 1 July 2007*Navigation Services Charge*

THE Navigation Services Charge is to recover the costs of providing navigation aids to commercial shipping using the State's indentured ports of Port Bonython, Port Stanvac and Whyalla. This will be a charge to boats on the basis of the number of times the boat enters State waters from outside those waters and proceeds to an indentured or private port in the State.

Note: Other charging arrangements have been made and apply to the ports of Ardrossan, Klein Point, Port Adelaide, Port Giles, Port Lincoln, Port Pirie, Thevenard and Wallaroo.

The base charge (GST inclusive) to be applied is \$1 142 + \$0.12588 per gross ton per trading voyage within South Australian waters.

The base charge will be reduced by 25 per cent for each subsequent call of the commercial boat after the first call and within six months of the first call, (i.e. 100 per cent of base charge for first call; 75 per cent for second call within six months of the first call; 50 per cent for the third call; 25 per cent for the fourth call). No Navigation Services Charge will be payable for the fifth call and any subsequent call, provided they occur within six months of the first call.

Alternatively, an option of a one-off, up-front payment of 2.3 times the base charge for unlimited calls by the one commercial boat in a six month period is available. Application must be made prior to the entry of the boat into South Australian waters.

Harbor Services Charge (Applied at Port Bonython Only)

The Harbor Services Charge is to recover the costs of servicing boats in port and at berths.

The base charge (GST inclusive) to be applied is \$3 075 + \$0.00571 per Gross Registered Ton of the boat per hour at berth.

Dated 29 June 2007.

PATRICK CONLON, Minister for Transport

HARBORS AND NAVIGATION ACT 1993

SCHEDULE OF SHIPPING CHARGES PURSUANT TO SECTION 31

Effective from 1 July 2007*Marine Facilities Services Charge*

THE Marine Facilities Services Charge (GST inclusive) is to apply to any ferry service using the Minister's Marine (Port) Facilities and Assets of Cape Jervis, Penneshaw, Kingscote and American River, unless otherwise stated. The Marine Facilities Services Charge will apply for each of the named harbors/ports used by a ferry operator.

Passengers departing from or arriving at Cape Jervis, Kingscote, Penneshaw and American River: \$0.13 per passenger.

Vehicles (irrespective of size and including prime-mover, motorcycle or equivalent but not including a bicycle): \$0.99 per vehicle per departure or arrival.

Trailers/caravans: \$0.99 per trailer/caravan per departure or arrival.

Freight: \$1.37 per lineal metre of the semi-trailer per trip (or tonne equivalent for bulk freight excluding grain).

Bulk grain: \$0.53 per tonne per trip.

Boat mooring fee: \$54.07 per boat per day (or part thereof).

Dated 29 June 2007.

PATRICK CONLON, Minister for Transport

HARBORS AND NAVIGATION ACT 1993

FISHING INDUSTRY FACILITIES SCHEDULE OF FEES AND CHARGES PURSUANT TO SECTION 31

Effective from 1 July 2007

FEES for storage, slipping, straddle carrier use and boat movements in Boat Yards at Port MacDonnell, Beachport and Kingscote are charged to recover some of the costs associated with the operation and administration of these facilities.

All of the fees and charges listed below are inclusive of GST.

Port MacDonnell Boat Yard

Member fees are to be charged at the Port MacDonnell Boat Yard for all boats or trailers at \$560 per boat or trailer for 12 months. Member fees entitle the recipients to boat or trailer storage and unlimited use of the dirty work area.

Boat Storage fees for non-members are to be charged at Port MacDonnell Boat Yard for all boats or trailers at \$140 per boat or trailer per month. Boat storage fees entitle the recipients to boat or trailer storage and unlimited use of the dirty work area for up to one month.

Beachport Boat Yard

Member fees are to be charged at the Beachport Boat Yard at \$1 210 for boats up to and including 10.67 m, \$1 450 for boats over 10.67 m and up to and including 13.72 m, \$1 680 for boats over 13.72 m and up to and including 15.24 m and \$2 050 for

boats over 15.24 m, all per boat for 12 months. Member fees entitle the recipients to boat storage, 2 on-trailer slippages, 4 yard shifts using the straddle carrier and unlimited use of the dirty work area.

Boat Storage fees for non-members are to be charged for all boats at \$240 per month.

On-Trailer Slipping fees are charged as follows:

\$150 for members (for additional slippages after the first two included in the annual member fee) and \$450 for non-members.

Additional to the above and only when applicable, an After Hours Slipping Charge of \$55 fixed fee may apply.

Yard Shift fees are charged for use of the straddle carrier to move a boat in one operation within the boat yard as follows:

\$100 for members (for additional shifts after the first four included in the annual member fee) and \$300 for non-members.

Additional to the above and only when applicable, an After Hours Yard Shift Charge of \$55 fixed fee may apply.

Slipway Fees—Kingscote

Slipway fees are charges by boat length and period of time on the Slipway on sliding scales as follows. All rates shown are per day rates and periods are inclusive of the days mentioned:

		\$
Up to 6.25 m:	1st day	33.25
	2nd to 3rd day	11.37
	Subsequent days	7.61
Over 6.25 m and up to 7.75 m:	1st day	46.36
	2nd to 4th day	16.19
	Subsequent days	10.38
Over 7.75 m and up to 9.25 m:	1st day	55.87
	2nd to 5th day	19.35
	Subsequent days	13.47
Over 9.25 m and up to 10.75 m:	1st day	74.29
	2nd to 8th day	25.15
	Subsequent days	16.81
Over 10.75 m and up to 12.25 m:	1st day	92.83
	2nd to 8th day	31.71
	Subsequent days	21.44
Over 12.25 m and up to 13.75 m:	1st day	111.87
	2nd to 8th day	37.21
	Subsequent days	25.15
Over 13.75 m and up to 15.25 m:	1st day	139.64
	2nd to 8th day	46.47
	Subsequent days	33.13
Over 15.25 m and up to 17.00 m:	1st day	167.88
	2nd to 8th day	56.00
	Subsequent days	37.21
Over 17.00 m and up to 18.50 m:	1st day	195.88
	2nd to 8th day	65.15
	Subsequent days	43.76
Over 18.50 m and up to 20.00 m:	1st day	232.83
	2nd to 8th day	83.81
	Subsequent days	56.00

Dated 29 June 2007.

PATRICK CONLON, Minister for Transport

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, Jennifer Rankine, 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

Gary John Musolino, an officer of Athelstone Real Estate Pty Ltd.

SCHEDULE 2

The land described in a portion of certificate of title register book volume 5358, folio 740, situated at Lot 15, No. 8 Thomson Avenue, Rostrevor, S.A. 5073.

Dated 12 July 2007.

JENNIFER RANKINE, Minister for
Consumer Affairs

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, Jennifer Rankine, 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

Justin Emmanuel Peters, an employee of D & L Morris Pty Ltd.

SCHEDULE 2

The land described in certificate of title register book volume 5653, folio 324, situated at 13 Chelsea Avenue, Burton, S.A. 5110.

Dated 12 July 2007.

JENNIFER RANKINE, Minister for
Consumer Affairs

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 The New Edinburgh Castle Hotel Pty Ltd has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 233 Currie Street, Adelaide, S.A. 5000 and known as Edinburgh Castle Hotel.

The applications have been set down for hearing on 15 August 2007 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 8 August 2007).

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 9 July 2007.

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 M. & A. Grosser Investments Pty Ltd as trustee for the M. & A. Grosser Family Trust has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at Railway Terrace, Karoonda, S.A. 5307 and known as Karoonda Hotel.

The applications have been set down for hearing on 15 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 8 August 2007).

The applicant's address for service is c/o Geoff Forbes, Piper Alderman Lawyers, 167 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 9 July 2007.

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 Joymax Pty Ltd has applied to the Licensing Authority for the transfer of a Hotel and Gaming Machine Licence in respect of premises situated at 50 Main Road, Kapunda, S.A. 5373 and known as Sir Sidney Kidman Hotel.

The applications have been set down for hearing on 14 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 7 August 2007).

The applicant's address for service is c/o Duncan Basheer Hannon, 66 Wright Street, Adelaide, S.A. 5000 (Attention: Max Basheer or David Tillett).

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 6 July 2007.

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 Avenue Hotel Pty Ltd as trustee for Avenue Trust has applied to the Licensing Authority for the transfer of a Hotel Licence situated at 138 Pirie Street, Adelaide, S.A. 5000, known as Hindmarsh Hotel, removal of the Licence to premises situated at 49 Hindmarsh Square, Adelaide, S.A. 5000 and variation to the Terms and Conditions of the Hotel Licence (including Extended Trading Authorisation and Entertainment Consent).

The application has been set down for callover on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- The applicant applies for an Extended Trading Authorisation to authorise the sale of liquor on the following day/hours including Entertainment Consent in the whole of the licensed premises as depicted on the plans attached to the application lodged with the Licensing Authority:

Monday to Saturday (inclusive): Midnight to 5 a.m. the following day;

Sunday: 8 a.m. to 11 a.m. and 8 p.m. to 9 p.m. for off licence consumption and 8 a.m. to 11 a.m. then from 8 p.m. to 5 a.m. the following day for on licence consumption;

Christmas Day: Midnight to 2 a.m.;

Good Friday: Midnight to 2 a.m.

- The applicant applies for consent to use the whole of the licensed premises for the purpose of providing entertainment including the hours sought for Extended Trading Authorisation.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the callover date (viz: 3 August 2007).

The applicant's address for service is c/o Wallmans Lawyers, 173 Wakefield Street, Adelaide, S.A. 5000 (Attention: Peter Hoban or Ben Allen).

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 10 July 2007.

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 Hummocks Watchman Eagles Football Club Inc. has applied to the Licensing Authority for the removal of a Limited Club Licence in respect of premises situated at Burra Street, Port Wakefield, S.A. 5550 and to be situated at Wakefield Oval, Drake Crescent, Port Wakefield, S.A. 5550 and known as Hummocks Watchman Eagles Football Club.

The application has been set down for callover on 17 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the callover date (viz: 10 August 2007).

The applicant's address for service is c/o Hummocks Watchman Eagles Football Club Inc., 14 Company Street, Port Wakefield, S.A. 5550.

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 9 July 2007.

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 Cherax Nominees Pty Ltd as trustee for Glacier Rock Trust has applied to the Licensing Authority for a Restaurant Licence in respect of premises situated at Lot 4, Section 259, Inman Valley Road, Inman Valley, S.A. 5211 and to be known as Inman River Cafe.

The application has been set down for callover on 17 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the callover date (viz: 10 August 2007).

The applicant's address for service is c/o Cherax Nominees Pty Ltd as trustee for Glacier Rock Trust, RMD 225, Victor Harbor, S.A. 5211.

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 9 July 2007.

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 Kym Michael Brown and Esther Brown have applied to the Licensing Authority for the approval to establish an outdoor area adjacent to the front bar in respect of premises situated at Mill Street, Laura, S.A. 5480 and known as North Laura Hotel.

The application has been set down for callover on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- Approval is also sought for the Extended Trading Authorisation to apply to the outdoor area on the days and during the times currently authorised for Extended Trading in all internal areas of the premises.
- Entertainment will not be provided in the outdoor area and all existing licence conditions will remain in force.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the callover date (viz: 3 August 2007).

The applicants' address for service is c/o Australian Hotels Association (SA Branch), 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 9 July 2007.

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 K. J. Beswick Pty Ltd, PMJ Investments Pty Ltd and Tiffan Nominees Pty Ltd have applied to the Licensing Authority for approval to establish an Outdoor Smoking Area adjacent to the Front Bar and also adjacent to the Gaming Room in respect of premises situated at 345 Hancock Road, Fairview Park, S.A. 5126 and known as Blue Gums Hotel.

The application has been set down for callover on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- Approval is sought for the Extended Trading Authorisation to apply to the Smoking Area adjacent to the Front Bar on the days and during the times currently authorised for Extended Trading in the Front Bar and to apply to the Smoking Area adjacent to the Gaming Room on the days and during the times currently authorised for Extended Trading in the Gaming Room.
- Entertainment will not be provided in the Smoking Areas.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the callover date (viz: 3 August 2007).

The applicants' address for service is c/o Australian Hotels Association (SA Branch), 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 6 July 2007.

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 K. J. Beswick Pty Ltd has applied to the Licensing Authority for a variation to an Extended Trading Authorisation, Alterations and Redefinition in respect of premises situated at 505 Bridge Road, Para Hills, S.A. 5096 and known as Somerset Hotel.

The application has been set down for hearing on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- Redefining the licence to include outside Smoking Areas adjacent to the Sports Bar and adjacent to the Gaming Room. No entertainment is to be provided in this area.
- Approval is also sought in these proposed areas to include the current Extended Trading Authorisation.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 3 August 2007).

The applicant's 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 6 July 2007.

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 Parker Brothers Wines Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at Roeland Winery, Lot 147, Sturt Highway, Nuriootpa, S.A. 5355 and known as Parker Brothers Wines.

The application has been set down for hearing on 10 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 3 August 2007).

The applicant's address for service is c/o Penelope Wells, Camatta Lempens Lawyers, 1st Floor, 345 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 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 6 July 2007.

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 Geomich Nominees Pty Ltd as trustee for the Eros Ouzeri Discretionary Unit Trust has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at 275-277 Rundle Street, Adelaide, S.A. 5000 and known as Eros Ouzeri.

The application has been set down for hearing on 7 August 2007 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 31 July 2007).

The applicant's address for service is c/o George Michail, 277 Rundle 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 6 July 2007.

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 Woolies Liquor Stores Pty Ltd has applied to the Licensing Authority for the removal of a Retail Liquor Merchant's Licence in respect of premises situated at 25 Ral Ral Avenue, Renmark, S.A. 5341, to be situated at Renmark Avenue, Renmark and known as Woolworths Liquor.

The application has been set down for hearing on 10 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 3 August 2007).

The applicant's address for service is c/o Leon McEvoy, Clelands Lawyers, 208 Carrington 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 6 July 2007.

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 Normandy Pty Ltd has applied to the Licensing Authority for the variation to an Entertainment Consent in respect of premises situated at 989 North East Road, Modbury, S.A. 5092 and known as Modbury Plaza Hotel.

The application has been set down for callover on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- Variation to Entertainment Consent to include Areas 5 and 6 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 Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the callover date (viz: 3 August 2007).

The applicant's address for service is c/o Normandy Pty Ltd, 989 North East Road, Modbury, S.A. 5092.

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 3 July 2007.

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 Hutchinson Hotel Investments Pty Ltd has applied to the Licensing Authority for a variation to Extended Trading Authorisation and redefinition to Licensed Premises in respect of premises situated at Bonnar Lane, Mount Barker, S.A. 5251 and known as Richies Tavern.

The application has been set down for hearing on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- Redefinition to Licensed Premises to include outdoor dining area as per plans lodged.
- Variation to current Extended Trading Authorisation to include the proposed outdoor dining area. The same hours and conditions that form part of the existing Hotel Licence will remain unchanged.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 3 August 2007).

The applicant's address for service is c/o Graham Hobbs, Santos House, Level 17, 91 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 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 6 July 2007.

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 Peter Anthony Leske as trustee for Leske Family Trust and Jason David Quin as trustee for Quin Family Trust have applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 36 Shipsters Road, Kensington Park, S.A. 5068 and to be known as La Linea.

The application has been set down for callover on 10 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicants at the applicants' address, at least seven days before the hearing date (viz: 3 August 2007).

The applicants' address for service is c/o Sam Appleyard, Lynch Meyer Lawyers, 190 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 4 July 2007.

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 HEDZ 14 Pty Ltd (ACN 124 320 761) has applied to the Licensing Authority for an order to vary the applications for transfer of a Hotel and Special Circumstances Licence (as the case may be) and Gaming Machine Licence in respect of the following premises:

- Payneham Tavern situated at 319-327 Payneham Road, Royston Park, S.A. 5070;
- Brighton Metro Hotel situated at 466 Brighton Road, Brighton, S.A. 5045;
- Waterloo Station Hotel situated at 138 Waterloo Corner Road, Paralowie, S.A. 5108;
- The Western Tavern situated at Jubilee Highway West, Mount Gambier, S.A. 5290; and
- Grand Junction Tavern situated at 174 Grand Junction Road, Pennington, S.A. 5013,

by substituting Liquorland (Qld) Pty Ltd as the sole shareholder of the applicant in lieu of HEDZ Pty Ltd.

The application has been set down for hearing on 27 July 2007 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, by no later than 26 July 2007.

The applicant's address for service is c/o Hunt & Hunt, G.P.O. Box 439, Adelaide, S.A. 5001 (Attention: Rick Harley).

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.

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 Marian Nedza has applied to the Licensing Authority for a Special Circumstances Licence in respect of premises situated at 5 Goodall Terrace, Mawson Lakes, S.A. 5095 and to be known as Krakus Continental.

The application has been set down for callover on 10 August 2007 at 9 a.m.

Conditions

The following licence conditions are sought:

- For consumption on the licensed premises:
 - At any time on any day with or ancillary to food.
 - At any time to persons attending pre-booked functions between 10 a.m. and midnight on any day without food by a patron seated at a table.
- For consumption off the licensed premises seven days a week, 7 a.m. to midnight except Christmas Day and Good Friday.
- No liquor other than restricted to Polish beer to be available for display or sale at any time.
- To sell any liquor on the licensed premises for consumption at places other than the licensed premises but only at pre-booked functions and with or ancillary to food provided by the licensee (outside catering).

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the callover date (viz: 3 August 2007).

The applicant's address for service is c/o Marian Nedza, 5 Goodall Terrace, Mawson Lakes, S.A. 5095.

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 5 July 2007.

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 Bingbong Bay Pty Ltd as trustee for the Bingbong Bay Unit Trust has applied to the Licensing Authority for the transfer of a Retail Liquor Merchant's Licence in respect of premises situated at Vivonne Bay, Kangaroo Island, S.A. 5223 and known as Vivonne Bay General Store & Bottle Shop.

The application has been set down for hearing on 13 August 2007 at 10.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 6 August 2007).

The applicant's address for service is c/o FRS Legal, Matthew Dorman, 60 King William Road, Goodwood, S.A. 5034.

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 4 July 2007.

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 Argyle Estate Vineyards Pty Ltd has applied to the Licensing Authority for the transfer of a Producer's Licence in respect of premises situated at Old Mount Barker Road, Echunga, S.A. 5153 and known as Cawdor Wines.

The application has been set down for hearing on 13 August 2007 at 9.30 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 6 August 2007).

The applicant's address for service is c/o Dominic Rinaldi, 100 Greenhill Road, Unley, S.A. 5061.

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 4 July 2007.

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 Good Booze Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at 1 Barossa Street, Nuriootpa, S.A. 5355 and to be known as Outlaw Wines.

The application has been set down for callover on 10 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the callover date (viz: 3 August 2007).

The applicant's address for service is c/o Good Booze Pty Ltd, 1 Barossa Street, Nuriootpa, S.A. 5355.

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

Dated 4 July 2007.

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 Pan Portman International Pty Ltd has applied to the Licensing Authority for the transfer of a Restaurant Licence in respect of premises situated at Adelaide Railway Station, Shop 1-9 Railway Ramp, North Terrace, Adelaide, S.A. 5000, known as Concourse Cafe and to be known as Jaspers Cafe.

The application has been set down for hearing on 13 August 2007 at 10 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 6 August 2007).

The applicant's address for service is c/o Pan Portman International Pty Ltd, Adelaide Railway Station, Shop 1-9 Railway Ramp, North Terrace, 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 3 July 2007.

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 Lake Downs Vineyards Pty Ltd has applied to the Licensing Authority for a Producer's Licence in respect of premises situated at the corner of Ballandown Road and Chappell Road, Langhorne Creek, S.A. 5255 and to be known as Lake Downs Vineyards.

The application has been set down for hearing on 10 August 2007 at 9 a.m.

Any person may object to the application by lodging a notice of objection in the prescribed form with the Liquor and Gambling Commissioner and serving a copy of the notice on the applicant at the applicant's address, at least seven days before the hearing date (viz: 3 August 2007).

The applicant's address for service is c/o R. L. Proud & Company Solicitors, P.O. Box 914, Kent Town, 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 3 July 2007.

Applicant

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Mount Lucy area—Approximately 45 km west of Oodnadatta.
 Term: 1 year
 Area in km²: 906
 Ref: 2007/00027

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Mount Narlee area—Approximately 45 km north-north-west of Oodnadatta.
 Term: 1 year
 Area in km²: 329
 Ref: 2007/00028

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Mount Toodla area—Approximately 25 km east-north-east of Oodnadatta.
 Term: 1 year
 Area in km²: 866
 Ref: 2007/00029

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Tarracalena Dome area—Approximately 60 km south-east of Oodnadatta.
 Term: 1 year
 Area in km²: 709
 Ref: 2007/00030

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Todmorden area—Approximately 75 km north-west of Oodnadatta.
 Term: 1 year
 Area in km²: 959
 Ref.: 2007/00031

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Pumper Dam area—Approximately 105 km east of Coober Pedy.
 Term: 1 year
 Area in km²: 815
 Ref.: 2007/00036

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Beresford area—Approximately 145 km north-west of Marree.
 Term: 1 year
 Area in km²: 716
 Ref.: 2007/00032

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Welcome Bore area—Approximately 140 km north-west of Marree.
 Term: 1 year
 Area in km²: 964
 Ref.: 2007/00038

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Codna Hill area—Approximately 100 km east-south-east of Coober Pedy.
 Term: 1 year
 Area in km²: 693
 Ref.: 2007/00033

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: White Hill area—Approximately 140 km south-east of Oodnadatta.
 Term: 1 year
 Area in km²: 352
 Ref.: 2007/00040

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

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

Applicant: Barrick Gold of Australia Limited
 Location: Teepena Bluff area—Approximately 150 km east-south-east of Coober Pedy.
 Term: 1 year
 Area in km²: 962
 Ref.: 2007/00035

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

H. TYRTEOS, Mining Registrar

MINING ACT 1971

NATIVE TITLE (SOUTH AUSTRALIA) ACT 1994

NOTICE is hereby given in accordance with section 53 (2) of the Mining Act 1971 and Part 5 of the Native Title (South Australia) Act 1994 and the Regulations thereunder that two applications for miscellaneous purposes licences have been received. Details of the proposals may be inspected at the Department of Primary Industries and Resources, Mineral Resources Group, Level 7, 101 Grenfell Street, Adelaide, S.A. 5000:

Applicant: Minex (SA) Pty Ltd
 Location: Allotment 2041 in Deposited Plan 40325—Approximately 120 km south-east of Coober Pedy.
 Area: 248.4 hectares

Purpose: Constructing a borefield with associated pipes and pumps and producing water for Prominent Hill Mining operations.

Reference: T02673

Applicant: Minex (SA) Pty Ltd

Location: Allotments 2041 and 2042 in Deposited Plan 40325—Approximately 120 km south-east of Coober Pedy.

Area: 107.6 hectares

Purpose: Constructing a borefield with associated pipes and pumps and producing water for Prominent Hill Mining operations.

Reference: T02673

The Minister for Mineral Resources Development is required to have regard to any representations received from owners of the land (including native title holders) to which the applications relate and/or any interested members of the public in determining the application or in fixing the conditions to be attached to the licences if granted.

Written submissions in relation to the granting of the miscellaneous purposes licences are invited to be received at the Department of Primary Industries and Resources, Mineral Resources Group, Level 5, 101 Grenfell Street, Adelaide, S.A. 5000 or G.P.O. Box 1671, Adelaide, S.A. 5001, no later than 3 August 2007.

Copies of all submissions will be forwarded to the applicant and may be made available for public inspection unless confidentiality is requested.

H. TYRTEOS, Mining Registrar

NATIONAL PARKS AND WILDLIFE ACT 1972

Conservation Parks of Lower Eyre Peninsula Management Plan

I, GAIL GAGO, Minister for Environment and Conservation, hereby give notice under the provisions of section 38 of the National Parks and Wildlife Act 1972 that, on 20 June 2007, I adopted a plan of management for the Conservation Parks of Lower Eyre Peninsula, incorporating the following reserves:

- Kathai Conservation Park;
- Lincoln Conservation Park;
- Moody Tank Conservation Park;
- Murrumbidgee Conservation Park;
- Sleaford Mere Conservation Park;
- Tucknott Scrub Conservation Park;
- Vanilla Conservation Park;
- Vanilla Land Settlement Conservation Park.

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

- DEH Information Line:

Email: dehinformation@saugov.sa.gov.au,
Telephone 8204 1910;

- http://www.parks.sa.gov.au/parks/management_plans/index.htm;
- Level 1, 100 Pirie Street, Adelaide, S.A. 5000 (G.P.O. Box 1047, Adelaide, S.A. 5001), telephone 8204 1910;

- Port Lincoln Office, 75 Liverpool Street, Port Lincoln, S.A. 5606 (P.O. Box 22, Port Lincoln, S.A. 5607), telephone 8688 3111.

Copies of this publication can be purchased at a cost of \$10 per copy (plus \$2 postage within South Australia) from the addresses above.

GAIL GAGO, Minister for Environment and Conservation

NATIONAL PARKS AND WILDLIFE ACT 1972

Stipiturus Conservation Park Management Plan

I, GAIL GAGO, Minister for Environment and Conservation, hereby give notice under the provisions of section 38 of the National Parks and Wildlife Act 1972 that, on 20 June 2007, I adopted a plan of management for Stipiturus Conservation Park.

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

- DEH Information Line:

Email: dehinformation@saugov.sa.gov.au,
Telephone 8204 1910;

- http://www.parks.sa.gov.au/parks/management_plans/index.htm;
- Level 1, 100 Pirie Street, Adelaide, S.A. 5000 (G.P.O. Box 1047, Adelaide, S.A. 5001), telephone 8204 1910;
- Fleurieu District Office, 41 Victoria Road, Victor Harbor, S.A. 5211 (P.O. Box 721, Victor Harbor, S.A. 5211), telephone 8552 3677.

Copies of this publication can be purchased at a cost of \$10 per copy (plus \$2 postage within South Australia) from the addresses above.

GAIL GAGO, Minister for Environment and Conservation

LAST RESORT PLANNING POWER GUIDELINES

IN accordance with the transmission consultation procedures in rule 6A.20 of the National Electricity Rules (Rules), the Australian Energy Market Commission (AEMC) has published its final decision on the Last Resort Planning Power Guidelines for the purposes of clause 5.6.4 of the Rules.

Copies of the final decision and the Last Resort Planning Power Guidelines are published on the AEMC's website www.aemc.gov.au and available for inspection at the offices of the AEMC.

John Tamblyn
Chairman
Australian Energy Market Commission

Level 16, 1 Margaret Street
Sydney, N.S.W. 2000

Telephone: (02) 8296 7800
Facsimile: (02) 8296 7899

12 July 2007.

GOVERNMENT GAZETTE ADVERTISEMENT RATES

To apply from 1 July 2007

	\$		\$
Agents, Ceasing to Act as.....	39.60	Firms:	
Associations:		Ceasing to Carry on Business (each insertion).....	26.30
Incorporation	20.10	Discontinuance Place of Business	26.30
Intention of Incorporation	49.75	Land—Real Property Act:	
Transfer of Properties	49.75	Intention to Sell, Notice of.....	49.75
Attorney, Appointment of.....	39.60	Lost Certificate of Title Notices	49.75
Bailiff's Sale.....	49.75	Cancellation, Notice of (Strata Plan)	49.75
Cemetery Curator Appointed.....	29.45	Mortgages:	
Companies:		Caveat Lodgement.....	20.10
Alteration to Constitution	39.60	Discharge of.....	21.05
Capital, Increase or Decrease of	49.75	Foreclosures.....	20.10
Ceasing to Carry on Business	29.45	Transfer of	20.10
Declaration of Dividend.....	29.45	Sublet.....	10.10
Incorporation	39.60	Leases—Application for Transfer (2 insertions) each	10.10
Lost Share Certificates:		Lost Treasury Receipts (3 insertions) each.....	29.45
First Name.....	29.45	Licensing.....	58.85
Each Subsequent Name.....	10.10	Municipal or District Councils:	
Meeting Final.....	33.10	Annual Financial Statement—Forms 1 and 2	554.35
Meeting Final Regarding Liquidator's Report on		Electricity Supply—Forms 19 and 20.....	393.90
Conduct of Winding Up (equivalent to 'Final		Default in Payment of Rates:	
Meeting')		First Name	78.65
First Name.....	39.60	Each Subsequent Name.....	10.10
Each Subsequent Name.....	10.10	Noxious Trade.....	29.45
Notices:		Partnership, Dissolution of.....	29.45
Call.....	49.75	Petitions (small).....	20.10
Change of Name	20.10	Registered Building Societies (from Registrar-	
Creditors.....	39.60	General).....	20.10
Creditors Compromise of Arrangement	39.60	Register of Unclaimed Moneys—First Name.....	29.45
Creditors (extraordinary resolution that 'the Com-		Each Subsequent Name	10.10
pany be wound up voluntarily and that a liquidator		Registers of Members—Three pages and over:	
be appointed').....	49.75	Rate per page (in 8pt)	252.15
Release of Liquidator—Application—Large Ad.....	78.65	Rate per page (in 6pt)	333.45
—Release Granted	49.75	Sale of Land by Public Auction.....	50.30
Receiver and Manager Appointed.....	45.85	Advertisements.....	2.80
Receiver and Manager Ceasing to Act.....	39.60	¼ page advertisement	117.75
Restored Name.....	37.25	½ page advertisement	235.50
Petition to Supreme Court for Winding Up.....	69.30	Full page advertisement.....	461.60
Summons in Action.....	58.85	Advertisements, other than those listed are charged at \$2.80 per	
Order of Supreme Court for Winding Up Action.....	39.60	column line, tabular one-third extra.	
Register of Interests—Section 84 (1) Exempt.....	89.10	Notices by Colleges, Universities, Corporations and District	
Removal of Office.....	20.10	Councils to be charged at \$2.80 per line.	
Proof of Debts.....	39.60	Where the notice inserted varies significantly in length from	
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Acts, Bills, Rules, Parliamentary Papers and Regulations						
Pages	Main	Amends	Pages	Main	Amends	
1-16	2.40	1.10	497-512	33.60	32.55	
17-32	3.25	2.05	513-528	34.65	33.35	
33-48	4.20	3.00	529-544	35.70	34.65	
49-64	5.30	4.05	545-560	36.75	35.70	
65-80	6.25	5.15	561-576	37.50	36.75	
81-96	7.25	6.00	577-592	38.55	37.25	
97-112	8.25	7.05	593-608	39.85	38.30	
113-128	9.25	8.10	609-624	40.65	39.60	
129-144	10.35	9.15	625-640	41.70	40.10	
145-160	11.35	10.10	641-656	42.70	41.70	
161-176	12.40	11.15	657-672	43.25	42.20	
177-192	13.45	12.20	673-688	45.05	43.25	
193-208	14.50	13.35	689-704	45.85	44.30	
209-224	15.30	14.15	705-720	46.65	45.35	
225-240	16.35	15.10	721-736	48.45	46.35	
241-257	17.50	15.95	737-752	48.95	47.40	
258-272	18.45	17.00	753-768	50.00	48.20	
273-288	19.50	18.25	769-784	50.55	49.75	
289-304	20.30	19.15	785-800	51.60	50.80	
305-320	21.55	20.20	801-816	52.60	51.30	
321-336	22.40	21.15	817-832	53.65	52.60	
337-352	23.55	22.30	833-848	54.70	53.65	
353-368	24.50	23.35	849-864	55.75	54.20	
369-384	25.55	24.40	865-880	56.80	55.75	
385-400	26.55	25.30	881-896	57.30	56.25	
401-416	27.60	26.05	897-912	58.85	57.30	
417-432	28.65	27.35	913-928	59.40	58.85	
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PETROLEUM ACT 2000

*Grant of Associated Facilities Licences—AFL 84, AFL 85, AFL 86, AFL 87, AFL 88, AFL 89, AFL 90, AFL 91, AFL 92 and AFL 93
(Adjunct to Petroleum Production Licence—PPL 33)*

NOTICE is hereby given that with effect from 4 July 2007, the undermentioned Associated Facilities Licences have been granted to Santos Limited, Vamgas Pty Ltd, Alliance Petroleum Australia Pty Ltd, Reef Oil Pty Ltd, Santos Petroleum Pty Ltd, Bridge Oil Developments Pty Ltd, Santos (BOL) Pty Ltd, Origin Energy Resources Ltd, Delhi Petroleum Pty Ltd, Basin Oil Pty Ltd and Santos (NARNL Cooper) Pty Ltd under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

*Description of Areas**AFL 84*

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

Commencing at a point being the intersection of latitude 27°29'30"S GDA94 and longitude 140°28'00"E GDA94, thence east to longitude 140°29'00"E GDA94, south to latitude 27°30'50"S AGD66, west to longitude 140°28'10"E AGD66, north to latitude 27°30'40"S AGD66, west to longitude 140°27'50"E AGD66, north to latitude 27°30'30"S AGD66, west to longitude 140°27'20"E AGD66, north to latitude 27°30'20"S AGD66, west to longitude 140°27'00"E GDA94, north to latitude 27°30'00"S GDA94, east to longitude 140°28'00"E GDA94 and north to the point of commencement.

Area: 4.7 km² approximately.

AFL 85

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

Commencing at a point being the intersection of latitude 27°29'30"S GDA94 and longitude 140°29'00"E GDA94, thence east to longitude 140°29'30"E GDA94, south to latitude 27°30'00"S GDA94, east to longitude 140°30'00"E GDA94, south to latitude 27°31'20"S AGD66, west to longitude 140°29'30"E AGD66, north to latitude 27°31'10"S AGD66, west to longitude 140°29'10"E AGD66, north to latitude 27°31'00"S AGD66, west to longitude 140°29'00"E AGD66, north to latitude 27°30'50"S AGD66, west to longitude 140°29'00"E GDA94 and north to the point of commencement.

Area: 4.1 km² approximately.

AFL 86

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

Commencing at a point being the intersection of latitude 27°30'00"S GDA94 and longitude 140°30'00"E GDA94, thence east to longitude 140°30'30"E GDA94, south to latitude 27°31'00"S GDA94, east to longitude 140°31'00"E GDA94, south to latitude 27°32'00"S GDA94, west to longitude 140°31'00"E GDA94, south to latitude 27°32'10"S AGD66, west to longitude 140°30'50"E AGD66, north to latitude 27°32'00"S AGD66, west to longitude 140°30'40"E AGD66, north to latitude 27°31'50"S AGD66, west to longitude 140°30'30"E AGD66, north to latitude 27°31'40"S AGD66, west to longitude 140°30'20"E AGD66, north to latitude 27°31'30"S AGD66, west to longitude 140°30'10"E AGD66, north to latitude 27°31'20"S AGD66, west to longitude 140°30'00"E GDA94 and north to the point of commencement.

Area: 4.1 km² approximately.

AFL 87

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

Commencing at a point being the intersection of latitude 27°32'00"S GDA94 and longitude 140°31'00"E GDA94, thence east to longitude 140°32'00"E GDA94, south to latitude 27°33'00"S GDA94, west to longitude 140°31'30"E GDA94, south to latitude 27°33'30"S GDA94, west to longitude 140°31'00"E GDA94, north to latitude 27°33'00"S GDA94, west to longitude 140°29'20"E AGD66, north to latitude 27°33'00"S AGD66, west to longitude 140°29'10"E AGD66, north to latitude 27°32'50"S AGD66, east to longitude 140°31'00"E AGD66, north to latitude 27°32'10"S AGD66, west to longitude 140°31'00"E GDA94 and north to the point of commencement.

Area: 5.0 km² approximately.

AFL 88

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

Commencing at a point being the intersection of latitude 27°33'00"S GDA94 and longitude 140°29'20"E AGD66, thence east to longitude 140°31'00"E GDA94, south to latitude 27°33'30"S GDA94, east to longitude 140°31'30"E GDA94, south to latitude 27°33'40"S AGD66, west to longitude 140°31'20"E AGD66, south to latitude 27°34'00"S GDA94, west to longitude 140°31'00"E GDA94, south to latitude 27°34'30"S GDA94, west to longitude 140°30'30"E GDA94, north to latitude 27°34'00"S GDA94, west to longitude 140°30'00"E GDA94, north to latitude 27°33'55"S AGD66, east to longitude 140°30'10"E AGD66, north to latitude 27°33'50"S AGD66, east to longitude 140°30'20"E AGD66, north to latitude 27°33'45"S AGD66, east to longitude 140°30'25"E AGD66, north to latitude 27°33'40"S AGD66, west to longitude 140°30'20"E AGD66, north to latitude 27°33'35"S AGD66, west to longitude 140°29'35"E AGD66, north to latitude 27°33'30"S AGD66, west to longitude 140°29'25"E AGD66, north to latitude 27°33'25"S AGD66, west to longitude 140°29'20"E AGD66 and north to the point of commencement.

Area: 4.8 km² approximately.

AFL 89

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

Commencing at a point being the intersection of latitude 27°33'55"S AGD66 and longitude 140°29'40"E AGD66, thence east to longitude 140°30'00"E GDA94, south to latitude 27°34'00"S GDA94, east to longitude 140°30'30"E GDA94, south to latitude 27°35'00"S GDA94, west to longitude 140°29'00"E GDA94, north to latitude 27°34'00"S AGD66, east to longitude 140°29'40"E AGD66 and north to the point of commencement.

Area: 4.9 km² approximately.

AFL 90

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

Commencing at a point being the intersection of latitude 27°33'50"S AGD66 and longitude 140°28'30"E GDA94, thence east to longitude 140°28'30"E AGD66, south to latitude 27°34'00"S AGD66, east to longitude 140°29'00"E GDA94, south to latitude 27°35'00"S GDA94, east to longitude 140°29'30"E GDA94, south to latitude 27°35'30"S GDA94, west to longitude 140°28'00"E GDA94, north to latitude 27°34'30"S GDA94, east to longitude 140°28'30"E GDA94 and north to the point of commencement.

Area: 4.7 km² approximately.

AFL 91

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

Commencing at a point being the intersection of latitude 27°33'00"S GDA94 and longitude 140°26'30"E GDA94, thence east to longitude 140°27'30"E GDA94, south to latitude 27°33'30"S GDA94, east to longitude 140°28'10"E AGD66, south to latitude 27°33'40"S AGD66, east to longitude 140°28'20"E AGD66, south to latitude 27°33'50"S AGD66, east to longitude 140°28'30"E GDA94, south to latitude 27°34'30"S GDA94, west to longitude 140°27'30"E AGD66, north to latitude 27°34'00"S AGD66, west to longitude 140°27'00"E GDA94, north to latitude 27°33'30"S GDA94, west to longitude 140°26'30"E GDA94 and north to the point of commencement.

Area: 4.9 km² approximately.

AFL 92

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

Commencing at a point being the intersection of latitude 27°32'30"S GDA94 and longitude 140°26'30"E GDA94, thence east to longitude 140°28'00"E AGD66, south to latitude 27°32'40"S AGD66, east to longitude 140°28'20"E AGD66, south to latitude 27°32'50"S AGD66, east to longitude 140°28'40"E AGD66, south to latitude 27°33'00"S AGD66, west to longitude 140°28'20"E AGD66, south to latitude 27°33'20"S AGD66, west to longitude 140°28'10"E AGD66, south to latitude 27°33'30"S GDA94, west to longitude 140°27'30"E GDA94, north to latitude 27°33'00"S GDA94, west to longitude 140°26'30"E GDA94 and north to the point of commencement.

Area: 4.2 km² approximately.

AFL 93

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

Commencing at a point being the intersection of latitude 27°31'10"S AGD66 and longitude 140°26'00"E GDA94, thence east to longitude 140°26'10"E AGD66, south to latitude 27°31'20"S AGD66, east to longitude 140°26'30"E AGD66, south to latitude 27°31'30"S AGD66, east to longitude 140°26'50"E AGD66, south to latitude 27°31'40"S AGD66, east to longitude 140°27'20"E AGD66, south to latitude 27°32'00"S AGD66, east to longitude 140°27'40"E AGD66, south to latitude 27°32'20"S AGD66, east to longitude 140°27'50"E AGD66, south to latitude 27°32'30"S AGD66, east to longitude 140°28'00"E AGD66, south to latitude 27°32'30"S GDA94, west to longitude 140°26'30"E GDA94, north to latitude 27°32'00"S GDA94, west to longitude 140°26'00"E GDA94 and north to the point of commencement.

Area: 4.8 km² approximately.

Dated 4 July 2007.

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

PETROLEUM ACT 2000

Application for Grant of Associated Facilities Licences—AFLs 94, 95, 96 and 97

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 applications for the grant of Associated Facilities Licences over the areas described below have been received from Stuart Petroleum Limited.

*Description of Application Areas**AFL 94*

The land bounded by a line joining the points of co-ordinates set out in the following table:

MGA Zone 54

475423.4mE	6962533.3mN
475428.2mE	6959029.0mN
477041.0mE	6960094.9mN
475423.4mE	6962533.3mN

Area: 2.83 km² approximately.

AFL 95

The land bounded by a line joining the points of co-ordinates set out in the following table:

MGA Zone 54

475428.2mE	6959029.0mN
477058.9mE	6960099.5mN
477809.0mE	6958931.1mN
475428.3mE	6957356.4mN
475428.2mE	6959029.0mN

Area: 3.33 km² approximately.

AFL 96

The land bounded by a line joining the points of co-ordinates set out in the following table:

MGA Zone 54

477804.4mE	6958929.8mN
475433.0mE	6957350.6mN
475437.7mE	6955949.1mN
478456.9mE	6957950.7mN
477804.4mE	6958929.8mN

Area: 3.80 km² approximately.

AFL 97

The land bounded by a line joining the points of co-ordinates set out in the following table:

MGA Zone 54

470765.4mE	6957800.6mN
470626.9mE	6958007.7mN
470687.6mE	6958007.8mN
470765.2mE	6958007.1mN
470765.4mE	6957800.6mN

Area: 0.14 km² approximately.

Dated 10 July 2007.

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

RULES OF COURT

District Court Civil (Amendment No. 2) Rules 2006

BY virtue and in pursuance of section 51 of the District Court Act 1991 and all other enabling powers, We, Terence Anthony Worthington, Chief Judge, Andrea Simpson and Dean Ernest Clayton, Judges of the District Court of South Australia, do hereby make the following Rules of Court:

1. These Rules may be cited as the District Court Civil (Amendment No. 2) Rules 2006.

2. The District Court Civil Rules 2006 are amended as set out below.

3. These amendments are to come into effect on the later of 1 August 2007 or their gazettal.

4. Rule 4 is amended by inserting the following definition immediately after the definition of 'address for service':

'Adjudication in relation to costs includes a taxation or assessment of costs pursuant to an order under an Act providing for costs to be taxed.'

5. Rule 19 (1) (a) is amended by deleting the words 'taxation of' and substituting in their place the words 'adjudication upon'.

6. Rule 187 (2) (b) is amended by deleting the words 'taxation of' and 'taxation' and substituting in their place the words 'adjudication upon' and 'adjudication' respectively.

7. Rule 187 (4) is amended by deleting the word 'taxing' and substituting in its place the word 'adjudicating'.

8. Rule 188 (2) (b) is amended by deleting the words 'taxation of' and 'taxation' and substituting in their place the words 'adjudication upon' and 'adjudication' respectively.

9. Rule 188 is amended by inserting after subrule (6) the following new subrule (6A):

'If, after the relevant date, a plaintiff accepts a formal offer of settlement insofar as it relates to principal relief, the Court may, on the application of any other party, order that the plaintiff pay the costs of action incurred by that other party during some or all of the period after the relevant date.'

10. Rule 188 (7) is amended by deleting the words 'In subrule 6' and substituting in their place the words 'In subrules (6) and (6A)'.

11. Rule 188 (8) is amended by deleting the words 'taxation of' (twice appearing) and substituting in their place the words 'adjudication upon'.

12. Rule 229 (3) (a) is amended by deleting the word 'taxed' and substituting in its place the word 'adjudicated'.

13. Rule 264 is amended by inserting after subrule (3) a new subrule (3A):

'For work done on and after 1 August 2007 or the commencement of District Court Civil (Amendment No. 2) Rules 2006 (whichever is the later) the costs allowable under the First Schedule are to be increased by 1.8%.'

14. Rule 270 (2) is amended by deleting the words 'a taxing' and substituting in their place the words 'an adjudicating'.

15. Rule 308 (2) (b) Example 1 is amended by deleting the word 'taxation' (twice appearing) and substituting in each case the word 'adjudication'.

16. Rule 325 (1) is amended by deleting the word 'taxed' and substituting in its place the word 'adjudicated'.

17. Schedule 1 Item 9 is amended by deleting the word 'taxation' and substituting in its place the word 'adjudication'.

18. Schedule 1 Notes B and F are amended by deleting (in each instance) the word 'bill' and substituting in its place the word 'Schedule'.

19. Schedule 1 Note G is amended by deleting the word 'taxing' and substituting in its place the word 'adjudicating'.

20. Schedule 1 Note I is amended by deleting the word 'tax' and substituting in its place the word 'adjudicate'.

21. Schedule 1 is amended by adding immediately after its heading:

'(the amounts allowable under this Schedule may be increased by the operation of Rule 264 (3A)).'

Dated 3 July 2007.

T. A. WORTHINGTON, Chief Judge

A. SIMPSON, Judge

D. E. CLAYTON, Judge

RULES OF COURT
The Magistrates Court of South Australia
Amendment No. 28 to the Magistrates Court
(Civil) Rules 1992

PURSUANT to section 49 of the Magistrates Court Act 1991 and all other enabling powers, We, the undersigned do make the following amendments to the Magistrates Court (Civil) Rules 1992, with effect from 9 July 2007 as follows:

Rule 133 (3) is deleted and replaced with the following:

- (3) The Sheriff when executing a warrant issued under this Rule must (subject to these Rules and any order of the Court) comply with Rule 320 of the Supreme Court Civil Rules 2006.

Rule 135 is deleted and replaced with the following:

Disputes in respect of property taken or intended to be taken by the sheriff in execution of any process shall be dealt with in accordance with Rule 321 of the Supreme Court Civil Rules 2006.

Dated 9 July 2007.

ELIZABETH BOLTON, Chief Magistrate
ANDREW CANNON, Deputy Chief Magistrate
RICHARD KLEINIG, Stipendiary Magistrate
JOHN GERARD FAHEY, Stipendiary Magistrate

RULES OF COURT

Supreme Court Civil Rules 2006 (Amendment No. 3)

BY virtue and in pursuance of section 72 of the Supreme Court Act 1935 and all other enabling powers, We, Judges of the Supreme Court of South Australia, make the following Supreme Court Civil Rules 2006 (Amendment No. 3).

1. These Rules may be cited as the Supreme Court Civil Rules 2006 (Amendment No. 3).

2. The Supreme Court Civil Rules 2006 are amended as set out below.

3. These amendments are to come into effect on 1 August 2007, or on their gazettal, whichever is the later.

4. Rule 4 is amended by inserting the following definition immediately after the definition of 'address for service':

‘**Adjudication** in relation to costs includes a taxation or assessment of costs pursuant to an order under an Act providing for costs to be taxed.’

5. Rule 19 (1) (a) is amended by deleting the words 'taxation of' and substituting in their place the words 'adjudication upon'.

6. Rule 187 (2) (b) is amended by deleting the words 'taxation of' and 'taxation' and substituting in their place the words 'adjudication upon' and 'adjudication' respectively.

7. Rule 187 (4) is amended by deleting the word 'taxing' and substituting in its place the word 'adjudicating'.

8. Rule 188 (2) (b) is amended by deleting the words 'taxation of' and 'taxation' and substituting in their place the words 'adjudication upon' and 'adjudication' respectively.

9. Rule 188 is amended by inserting after subrule (6) the following new subrule (6A):

‘If, after the relevant date, a plaintiff accepts a formal offer of settlement insofar as it relates to principal relief, the Court may, on the application of any other party, order that the plaintiff pay the costs of action incurred by that other party during some or all of the period after the relevant date.’

10. Rule 188 (7) is amended by deleting the words 'In subrule 6' and substituting in their place the words 'In subrules (6) and (6A)'.

11. Rule 188 (8) is amended by deleting the words 'taxation of' (twice appearing) and substituting in their place the words 'adjudication upon'.

12. Rule 229 (3) (a) is amended by deleting the word 'taxed' and substituting in its place the word 'adjudicated'.

13. Rule 264 is amended by inserting after subrule (3) a new subrule (3A):

‘For work done on and after 1 August 2007 or the commencement of Supreme Court Civil Rules 2006 (Amendment No. 3) (whichever is the later) the costs allowable under the First Schedule are to be increased by 1.8%.’

14. Rule 270 (2) is amended by deleting the words 'a taxing' and substituting in their place the words 'an adjudicating'.

15. Rule 308 (2) (b) Example 1 is amended by deleting the word 'taxation' (twice appearing) and substituting in each case the word 'adjudication'.

16. Rule 325 (1) is amended by deleting the word 'taxed' and substituting in its place the word 'adjudicated'.

17. Schedule 1 Item 9 is amended by deleting the word 'taxation' and substituting in its place the word 'adjudication'.

18. Schedule 1 Notes B and F are amended by deleting (in each instance) the word 'bill' and substituting in its place the word 'Schedule'.

19. Schedule 1 Note G is amended by deleting the word 'taxing' and substituting in its place the word 'adjudicating'.

20. Schedule 1 Note I is amended by deleting the word 'tax' and substituting in its place the word 'adjudicate'.

21. Schedule 1 is amended by adding immediately after its heading:

'(the amounts allowable under this Schedule may be increased by the operation of Rule 264 (3A)).'

GIVEN under our hands and the Seal of the Supreme Court of South Australia this 25th day of June 2007.

(L.S.)

J. DOYLE, CJ
K. P. DUGGAN, J
M. J. NYLAND, J
T. A. GRAY, J
A. M. VANSTONE, J
J. M. WHITE, J
M. DAVID, J
B. M. DEBELLE, J
D. J. BLEBY, J
J. R. SULAN, J
J. ANDERSON, J
R. A. LAYTON, J
P. KELLY, J

NOTICE TO MARINERS

No. 25 OF 2007

South Australia—Gulf St Vincent—Port Vincent—Leading Lights Extinguished—Under Repair

MARINERS are advised that the front and rear leading lights at Port Vincent FBU. Vol. K 2036/2036.1 in the following position:

Front lead:

Latitude: 34°46.7'S

Longitude: 137°51.8'E

Rear lead 53 m from front lead:

Latitude: 34°46.7'S

Longitude: 137°51.8'E

Are under repair and will not be exhibited for several weeks.

Mariners are further advised to use extreme caution when approaching the entrance in the hours of darkness.

Navy Charts affected: Aus 780 and 781.

Publications affected: Vol. K 2005-06, page 100, Australian Pilot, Volume 1 (First Edition, 2005), page 392. South Australian Waters, CW map 6B, page 191.

Adelaide, 9 July 2007.

PATRICK CONLON, Minister for Transport

DTEI 2007/00313

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Road Closure
Public Road, Nurragi*

BY Road Process Order made on 14 February 2007, The Alexandrina Council ordered that:

1. The Public Road adjoining sections 92 and 610 in the Hundred of Bremer, more particularly delineated and lettered 'A' in Preliminary Plan No. 06/0097 be closed.

2. The whole of the land subject to closure marked 'A' be transferred to Trevor Donald McLean and Jennifer Margaret McLean in accordance with agreement for transfer dated 9 February 2007, entered into between The Alexandrina Council and T. D. and J. M. McLean.

On 4 July 2007, that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 73994 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 12 July 2007.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Road Closure
Gray Street, Port Noarlunga*

BY Road Process Order made on 1 December 2006, The City of Onkaparinga ordered that:

1. Portion of Gray Street between Gawler Street and Saltfleet Street, Hundred of Noarlunga, more particularly delineated and lettered 'A' in Preliminary Plan No. 06/0077 be closed.

2. Issue a Certificate of Title to The City of Onkaparinga for the whole of the land subject to closure which land is being retained by the Council for public purposes.

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

Grant to the South Australian Water Corporation an easement for sewerage purposes over the whole of the land.

Grant to the South Australian Water Corporation an easement for water supply purposes over the whole of the land.

Grant to Distribution Lessor Corporation (subject to L8890000) an easement for electricity supply purposes over the whole of the land.

Grant to Envestra (SA) Limited an easement for gas supply purposes over the whole of the land.

On 4 July 2007, that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 74075 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 12 July 2007.

P. M. KENTISH, Surveyor-General

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

BY Road Process Order made on 19 December 2003, The Coorong District Council ordered that:

1. The whole of the unnamed public road between section 4 in Hundred of Sherlock and allotment 115 in Filed Plan 207933, more particularly delineated and lettered 'A' in Preliminary Plan No. 02/0141 be closed.

2. The whole of the land subject to closure be transferred to Kingsley John Maczkowiack in accordance with agreement for transfer dated 17 April 2003 entered into between The Coorong District Council and K. J. Maczkowiack.

On 23 July 2004 that order was confirmed by the Minister for Administrative Services conditionally upon the deposit by the Registrar-General of Deposited Plan 64847 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 12 July 2007.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Road Closure, Seacombe Heights*

BY Road Process Order made on 12 February 2007, The Corporation of the City of Marion ordered that:

1. Portion of Braeside Avenue, Osman Avenue and Waite Avenue adjoining allotment 401 in Deposited Plan 53421, more particularly delineated and lettered 'A' and 'B' in Preliminary Plan No. 06/0086 be closed.

2. The whole of the land subject to closure be transferred to Jason Peter Eitel and Lucrezia Rita Anna Toffoli in accordance with the agreement dated 3 February 2007, entered into between The Corporation of the City of Marion and J. P. Eitel and L. R. A. Toffoli.

3. The following easement be granted over portion of the land subject to that closure:

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

On 4 July 2007 that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 73693 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 12 July 2007.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

Road Closure, Belair

BY Road Process Order made on 21 December 2006, the City of Mitcham ordered that:

1. The whole of the right of way between Belair Road and Winding Way and adjoining allotment 111 in Deposited Plan 18368 and allotment 100 in Deposited Plan 4844, more particularly delineated and lettered 'A' and 'B' in Preliminary Plan No. 04/0019 be closed.

2. The whole of the land subject to closure lettered 'A' be transferred to Michael Bruce Clark and Margaret Rose Stone in accordance with the agreement for transfer dated 3 November 2004 entered into between the City of Mitcham and M. B. Clark and M. R. Stone.

3. Issue a Certificate of Title to the City of Mitcham for the whole of the land subject to closure lettered 'B' which land is being retained by the Council for drainage purposes.

4. The following easement be granted over portion of the land subject to that closure:

Grant to Distribution Lessor Corporation an easement for electricity supply purposes.

On 4 July 2007 that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 73821 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 12 July 2007.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

*Road Closure
Loxton Road, Moorook*

BY Road Process Order made on 6 February 2007, the District Council of Loxton Waikerie ordered that:

1. Portion of Loxton Road adjoining section 131 in Hundred of Moorook, more particularly delineated and lettered 'A' in Preliminary Plan No. 06/0039 be closed.

2. The whole of the land subject to closure be transferred to Penno Ridge Pty Ltd in accordance with agreement for transfer dated 8 September 2006 entered into between the District Council of Loxton Waikerie and Penno Ridge Pty Ltd.

On 10 July 2007 that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 73686 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 12 July 2007.

P. M. KENTISH, Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER**

*Road Closure
Walkway Kennett Street-O'Grady Drive, Para Hills*

BY Road Process Order made on 9 March 2007, The City of Salisbury ordered that:

1. The whole of the walkway (allotment 519 in Deposited Plan 6751) situate between Kennett Street and O'Grady Drive, more particularly delineated and lettered 'A' and 'B' in Preliminary Plan No. 06/0107 be closed.

2. The whole of the land subject to closure marked 'A' be transferred to Condor Royce Lindholm and Lola Merle Lindholm in accordance with agreement for transfer dated 9 March 2007, entered into between The City of Salisbury and C. R. and L. M. Lindholm.

3. The whole of the land subject to closure marked 'B' be transferred to Paula Catherine Lynch and Philippa Lynch in accordance with agreement for transfer dated 9 March 2007, entered into between The City of Salisbury and P. C. and P. Lynch.

On 4 July 2007, that order was confirmed by the Minister for Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 74082 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 12 July 2007.

P. M. KENTISH, Surveyor-General

WATER MAINS AND SEWERS

Office of the South Australian Water Corporation
Adelaide, 12 July 2007

WATER MAINS LAID

Notice is hereby given that the following main pipes or parts of main pipes have been laid down by the South Australian Water Corporation in or near the undermentioned water districts and are now available for a constant supply of water to adjacent land.

ADELAIDE WATER DISTRICT

CITY OF ONKAPARINGA
In and across Sylvan Circuit, Noarlunga Downs. p19
Sameden Drive, Noarlunga Downs. p19
Hertford Place, Noarlunga Downs. p19

CITY OF PLAYFORD

Glenfield Circuit, Angle Vale. p3 and 4
Briar Road, Angle Vale. p4
Hazel Avenue, Angle Vale. p4
Enterprise Circuit, Andrews Farm. p5
Enterprise Court, Andrews Farm. p5
Across Chellaston Road, Munno Para West. p25
Easement in lot 11 in LTRO DP 67087, Chellaston Road, Munno Para West. p25
Kimvu Court, Munno Para West. p25

CITY OF SALISBURY

In and across Edinburgh Road, Edinburgh. p15-18
 Tappa Road, Edinburgh. p16
 Sturton Road, Edinburgh. p17
 Easements in lot 802 in LTRO DP 71564, Edinburgh Road, Edinburgh. p17
 Easement in allotment piece 501 in LTRO DP 73824, Edinburgh Road, Edinburgh. p18
 Harvey Circuit, Mawson Lakes. p21
 Easements in lot 859 in LTRO DP 74294, Harvey Circuit, Mawson Lakes. p21
 Robinson Street, Mawson Lakes. p21
 Northcote Walk, Mawson Lakes. p21
 In and across Shoalhaven Circuit, Mawson Lakes. p37
 Cygnet Street, Mawson Lakes. p37
 Fowler Street, Mawson Lakes. p37

BEETALOO COUNTRY LANDS WATER DISTRICT

DISTRICT COUNCIL OF THE COPPER COAST
 Lamshed Street, Jerusalem. p20

BLYTH WATER DISTRICT

WAKEFIELD REGIONAL COUNCIL
 Blyth Road, Blyth. p8
 Charles Street, Blyth. p8 and 9
 In and across Guildford Street, Blyth. p9 and 10
 Easement in lot 170 in LTRO DP 447, Harley Street, Blyth. p10 and 11
 Harley Street, Blyth. p11
 In and across J.S. McEwin Terrace, Blyth. p11-13
 Moore Street, Blyth. p9
 Eime Drive, Blyth. p12
 Reinke Court, Blyth. p12
 Cook Avenue, Blyth. p12 and 13

BUNDALEER COUNTRY LANDS WATER DISTRICT

WAKEFIELD REGIONAL COUNCIL
 Blyth Road, Blyth. p6-8

COFFIN BAY WATER DISTRICT

DISTRICT COUNCIL OF LOWER EYRE PENINSULA
 Across Penny Lane, Coffin Bay. p14
 Bradley Court, Coffin Bay. p14

KINGSCOTE WATER DISTRICT

KANGAROO ISLAND COUNCIL
 Across Investigator Avenue, Kingscote. p36
 Borda Court, Kingscote. p36

MOONTA WATER DISTRICT

DISTRICT COUNCIL OF THE COPPER COAST
 Easements in lot 904 in LTRO DP 69742, Loller Road, Moonta Bay. p22

MOUNT GAMBIER WATER DISTRICT

CITY OF MOUNT GAMBIER
 Across Wehl Street North, Mount Gambier. p23
 Limestone Court, Mount Gambier. p23
 Lorraine Street, Mount Gambier. p23

PORT LINCOLN WATER DISTRICT

CITY OF PORT LINCOLN
 Thomas Court, Port Lincoln. p26
 Across Trigg Street, Port Lincoln. p35
 Willison Street, Port Lincoln. p35

PORT VICTOR WATER DISTRICT

CITY OF VICTOR HARBOR
 Penney Street, Victor Harbor. p28

PORT VINCENT WATER DISTRICT

DISTRICT COUNCIL OF YORKE PENINSULA
 Kooringa Street, Port Vincent. p27
 Mulkra Court, Port Vincent. p27

STRATHALBYN WATER DISTRICT

ALEXANDRINA COUNCIL
 In and across Avenue Road, Strathalbyn. p32 and 33
 Toby Court, Strathalbyn. p32 and 34

WALLAROO WATER DISTRICT

DISTRICT COUNCIL OF THE COPPER COAST
 Across and in Heritage Drive, Wallaroo. p29
 Inverness Way, Wallaroo. p29 and 30
 Easements in reserve (lot 101 in LTRO DP 73704), Inverness Way, Wallaroo. p30

WHYALLA WATER DISTRICT

THE CORPORATION OF THE CITY OF WHYALLA
 Middleback Drive, Whyalla Jenkins. p31

WATER MAINS ABANDONED

Notice is hereby given that the undermentioned water mains have been abandoned by the South Australian Water Corporation.

ADELAIDE WATER DISTRICT

CITY OF SALISBURY
 Harvey Circuit, Mawson Lakes. p21

STRATHALBYN WATER DISTRICT

ALEXANDRINA COUNCIL
 Avenue Road, Strathalbyn. p33

SEWERS LAID

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

ADELAIDE DRAINAGE AREA

CITY OF ONKAPARINGA
 Sylvan Circuit, Noarlunga Downs. FB 1159 p43-45
 Sameden Drive, Noarlunga Downs. FB 1159 p43-45
 Hertford Place, Noarlunga Downs. FB 1159 p43-45

CITY OF PLAYFORD

Enterprise Circuit, Andrews Farm. FB 1159 p40-42
 Enterprise Court, Andrews Farm. FB 1159 p40-42
 Kimvu Court, Munno Para West. FB 1159 p49 and 50

CITY OF SALISBURY

Harvey Circuit, Mawson Lakes. FB 1159 p46-48
 Easements in lot 859 in LTRO DP 74294, Harvey Circuit, Mawson Lakes. FB 1159 p46-48
 Robinson Street, Mawson Lakes. FB 1159 p46-48
 Northcote Walk, Mawson Lakes. FB 1159 p46-48

CITY OF WEST TORRENS
Murray Street, Fulham. FB 1160 p10

MOUNT GAMBIER COUNTRY DRAINAGE AREA

CITY OF MOUNT GAMBIER
Easements in lot 5 in LTRO DP 62923, Annette Street, and lots 7 and 8 in LTRO DP 74120, Limestone Court, Mount Gambier. FB 1130 p16 and 17
Limestone Court, Mount Gambier. FB 1130 p16 and 17
Lorraine Street, Mount Gambier. FB 1130 p16 and 17
Lumidin Boulevard, Mount Gambier. FB 1163 p16 and 17
Peppermint Drive, Mount Gambier. FB 1163 p16-18
Iron Stone Court, Mount Gambier. FB 1163 p16 and 18
Easements in lot 306 in LTRO DP 73641, Peppermint Drive, Mount Gambier. FB 1163 p16 and 18
Granite Court, Mount Gambier. FB 1163 p16 and 18
Rustic Court, Mount Gambier. FB 1163 p16 and 18

VICTOR HARBOR COUNTRY DRAINAGE AREA

CITY OF VICTOR HARBOR
Penney Street, Victor Harbor. FB 1159 p51

WHYALLA COUNTRY DRAINAGE AREA

THE CORPORATION OF THE CITY OF WHYALLA
Middleback Drive, Whyalla Jenkins. FB 1159 p38 and 39

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

South Australia

Daylight Saving Regulations 2007

under the *Daylight Saving Act 1971*

Contents

- 1 Short title
- 2 Commencement
- 3 South Australian summer time 2007-2008

Schedule 1—Revocation of *Daylight Saving Regulations 2006*

1—Short title

These regulations may be cited as the *Daylight Saving Regulations 2007*.

2—Commencement

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

3—South Australian summer time 2007-2008

The period for the observance of South Australian summer time for 2007-2008 is the period from 2.00 am South Australian standard time on 28 October 2007 until 3.00 am South Australian summer time on 6 April 2008.

Schedule 1—Revocation of *Daylight Saving Regulations 2006*

The *Daylight Saving Regulations 2006* are revoked.

Note—

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

Made by the Governor

with the advice and consent of the Executive Council
on 12 July 2007

No 200 of 2007

MIR07/012CS

South Australia

State Opera of South Australia Regulations 2007

under the *State Opera of South Australia Act 1976*

Contents

1	Short title
2	Commencement
3	Interpretation
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7	Nominations
8	Method of election of candidates
9	Closure of roll
10	Ballot papers
11	Provision of ballot papers
12	Voting
13	Informal ballot papers
14	Scrutineers
15	Counting of votes
16	Notice of election results
17	Validity of elections

Schedule 1—Revocation of *State Opera of South Australia Regulations 1994*

1—Short title

These regulations may be cited as the *State Opera of South Australia Regulations 2007*.

2—Commencement

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

3—Interpretation

In these regulations—

absolute majority—see regulation 15(3)(a);

Act means the *State Opera of South Australia Act 1976*;

continuing candidate—see regulation 15(3)(b);

election includes a by-election;

secretary means the secretary to the Board appointed under Part 3 of the Act;

subscriber means a person who is enrolled on the roll of subscribers kept under regulation 4;

subscriber Member means a Member required by section 6(2) of the Act to be elected by subscribers.

4—Roll of subscribers

- (1) The secretary must continue to maintain the roll of subscribers to the State Opera.
- (2) The secretary must enter on the roll—
 - (a) as a season subscriber—the name and address of each natural person who takes out a subscription to a subscription season of the State Opera; and
 - (b) as a patron—the name and address of each natural person who—
 - (i) makes a donation of not less than \$50 to the State Opera; or
 - (ii) is the nominated representative for the time being of a body corporate that makes a donation of not less than \$50 to the State Opera; and
 - (c) as a Friend of the State Opera—the name and address of each natural person who the secretary of The Friends of the State Opera of South Australia Incorporated certifies in writing has become a financial member of that body.
- (3) A person may not be enrolled on the roll of subscribers unless he or she is of or above the age of 18 years.
- (4) The secretary must remove from the roll of subscribers—
 - (a) as soon as practicable after the closing date for subscriptions to a subscription season of the State Opera—the name and address of each person enrolled as a season subscriber who has not taken out a subscription to that subscription season; and
 - (b) as soon as practicable after the end of each calendar year—
 - (i) the name and address of each person enrolled as a patron in his or her own right who has not made a donation of \$50 or more to the State Opera during the current or last preceding financial year; and
 - (ii) the name and address of each person enrolled as a patron as the nominated representative of a body corporate that has not made a donation of \$50 or more to the State Opera during the current or last preceding financial year; and
 - (c) the name and address of each person enrolled as a Friend of the State Opera who the secretary of The Friends of the State Opera of South Australia Incorporated certifies in writing has ceased to be a financial member of that body.
- (5) If—
 - (a) a subscriber changes his or her name or address or the person nominated as the representative of a body corporate changes his or her name or address; or
 - (b) a person is nominated by a body corporate as the representative of that body in place of the previously nominated representative of that body; or
 - (c) a subscriber wishes to cancel his or her subscription,the subscriber must notify the secretary in writing of that fact.
- (6) The secretary must, on receipt of a notice referred to in subregulation (5), vary the roll of subscribers accordingly.
- (7) The roll of subscribers must be made available at the State Opera's offices for inspection by subscribers during ordinary office hours.

5—Term of office of subscriber Members

A subscriber Member elected to fill a vacancy other than a casual vacancy will hold office for such term as is fixed by the Board prior to the call of nominations for candidates to fill the vacancy.

6—Requirement for holding of election

- (1) An election must be held whenever there is a vacancy or casual vacancy in the office of a subscriber Member.
- (2) An election must be conducted by the secretary.

7—Nominations

- (1) If it is necessary to hold an election for subscriber Members, the secretary must, by notice published in a daily newspaper circulating throughout the State, call for the nomination of candidates for the election.
- (2) A notice under subregulation (1) must specify—
 - (a) the number of candidates required to be elected; and
 - (b) the date and hour by which nominations must be received by the secretary.
- (3) The date for the closure of nominations must be at least 14 days after the date of publication of the notice under subregulation (1).
- (4) A nomination of a candidate for election must be—
 - (a) in writing; and
 - (b) contain a statement, signed by the candidate, to the effect that he or she consents to stand as a candidate in the election; and
 - (c) signed by at least 3 subscribers other than the candidate or a Member; and
 - (d) delivered to the secretary not later than the date and hour specified in the notice for the closure of nominations.
- (5) A nomination is invalid if it is not made in accordance with this regulation.

8—Method of election of candidates

- (1) If the number of candidates nominated is not greater than the number of subscribers required to be elected, the secretary must declare the candidate or candidates duly elected.
- (2) A declaration under subregulation (1) must be made immediately after the closure of nominations.
- (3) The secretary must, as soon as practicable after the making of a declaration under this regulation, notify in writing each successful candidate of his or her election.
- (4) If the number of candidates nominated is greater than the number of subscribers required to be elected, the secretary must cause ballot papers to be prepared for an election.

9—Closure of roll

- (1) If an election is to be held, the secretary must close the roll of subscribers 7 days after the day on which a notice under regulation 7(1) is published until the completion of the election.
- (2) The secretary must ensure that the roll of subscribers has been made up in accordance with regulation 4 at the date of the close of the roll.

10—Ballot papers

Ballot papers must be in a form determined by the secretary.

11—Provision of ballot papers

- (1) If an election of subscriber Members is to be held, the secretary must provide each subscriber recorded on the roll of subscribers at the close of the roll with a ballot paper and envelopes by posting them to the subscriber at his or her address last recorded in the roll.
- (2) A subscriber is entitled to 1 vote only for each vacancy to be filled in an election and, despite the fact that subscribers' names may appear more than once on the roll of subscribers, only 1 ballot paper may be provided to each subscriber.
- (3) If a ballot paper is provided to a subscriber, that person must also be provided with—
 - (a) an unmarked envelope suitable for holding the ballot paper; and
 - (b) a second envelope suitable for holding the first envelope, addressed to the secretary and bearing on the side on which the address is written the words "ballot paper" and a place for the signature of the subscriber.
- (4) Every ballot paper must be initialled by the secretary.

12—Voting

- (1) A person who wishes to vote at an election—
 - (a) must indicate his or her first preference for a candidate by placing the number 1 in the square opposite the name of the candidate on the ballot paper and may (but is not required to) indicate his or her preference for other candidates by placing consecutive numbers (commencing with the number 2) in the squares opposite the names of the candidates on the ballot paper; and
 - (b) must place the ballot paper in the unmarked envelope provided, place the envelope inside the second envelope addressed to the secretary, seal the second envelope and sign it; and
 - (c) must return the envelope to the secretary not later than the date and hour fixed by the secretary and specified on the ballot paper.
- (2) A ballot paper is invalid if it is received by the secretary after the date and hour specified for its return.

13—Informal ballot papers

A ballot paper is informal if—

- (a) it is not authenticated by the initials of the secretary; or
- (b) it has not been completed in accordance with regulation 12; or
- (c) it has on it any mark or writing by which the voter can be identified.

14—Scrutineers

- (1) Each candidate for election may, by instrument in writing, appoint 1 scrutineer to be present when the votes at an election are counted.
- (2) A candidate for election is not eligible to be appointed as a scrutineer for the purposes of that election.

- (3) The secretary must notify a scrutineer appointed under subregulation (1) of the time and place at which the votes are to be counted.

15—Counting of votes

- (1) Votes must be counted by the secretary in the presence of any scrutineers appointed under regulation 14 who seek to be present.
- (2) The following provisions apply to the counting of votes at an election:
 - (a) the secretary must open all the unmarked envelopes, extract the ballot papers, reject all ballot papers that are informal and count the number of ballot papers remaining;
 - (b) the secretary must conduct the count for an election in which only 1 vacancy is to be filled, or for the filling of the first vacancy in an election, as follows:
 - (i) the secretary must count to each candidate the ballot papers indicating a first preference vote for that candidate and, if the candidate with the largest number of ballot papers counted to him or her has an absolute majority, declare that candidate to be elected;
 - (ii) if no candidate has an absolute majority on the first count, the secretary must exclude the candidate with the fewest ballot papers counted to him or her from the count and count each of the excluded candidate's ballot papers to a continuing candidate according to the next preference indicated on the ballot paper;
 - (iii) if a candidate then has an absolute majority, the secretary must declare that candidate to be elected, but, if not, the secretary must repeat the process of excluding the candidate with the fewest ballot papers from the count and counting each of the excluded candidate's ballot papers to a continuing candidate according to the next preference indicated on the ballot paper until a candidate has an absolute majority;
 - (iv) the secretary must, when an absolute majority of the ballot papers is counted to a candidate, declare that candidate to be elected;
 - (c) the secretary must conduct the count for the filling of the second vacancy in an election as follows:
 - (i) the secretary must count to each candidate (other than the elected candidate) each ballot paper indicating a first preference vote for that candidate and count each ballot paper indicating a first preference vote for the elected candidate to another candidate according to the next preference indicated on the ballot paper;
 - (ii) if the candidate with the largest number of ballot papers counted to him or her has an absolute majority, the secretary must declare that candidate to be elected, but, if not, the secretary must proceed with the count as provided by paragraph (b)(ii) and (iii) and, when an absolute majority of the ballot papers is counted to a candidate, declare that candidate to be elected.
- (3) For the purposes of subregulation (2)—
 - (a) a reference to an **absolute majority** is a reference to more than one-half of the ballot papers other than those that have been rejected as informal and those that have been set aside as exhausted;
 - (b) a reference to a **continuing candidate** is a reference to a candidate—

- (i) who has not been excluded from the count; and
 - (ii) in relation to a count for the filling of a second vacancy, who has not been declared to be elected on the count for the filling of the first vacancy;
- (c) if a ballot paper is required to be counted to a continuing candidate according to the next preference indicated on the ballot paper but there is no further preference indicated on it for a continuing candidate, the ballot paper must be set aside from the count as exhausted;
- (d) if at any stage of the count 2 or more candidates have an equal number of ballot papers counted to them and 1 is required to be excluded from the count, the secretary must decide, by lot, which of them is to be excluded;
- (e) if 2 candidates remain in the count but have an equal number of ballot papers counted to them, the secretary must decide, by lot, which of them is to be elected.
- (4) The secretary may not vote in an election.

16—Notice of election results

The secretary must, as soon as practicable after the counting of votes is completed, give the Board and each subscriber written notice of the result of the election.

17—Validity of elections

An election is not invalid by reason only of minor non-compliance with, or a minor breach of, these regulations unless the result of the election was affected by the non-compliance or breach.

Schedule 1—Revocation of *State Opera of South Australia Regulations 1994*

The *State Opera of South Australia Regulations 1994* are revoked.

Note—

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

Made by the Governor

with the advice and consent of the Executive Council
on 12 July 2007

No 201 of 2007

ASACAB003/05

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ADELAIDE CITY COUNCIL

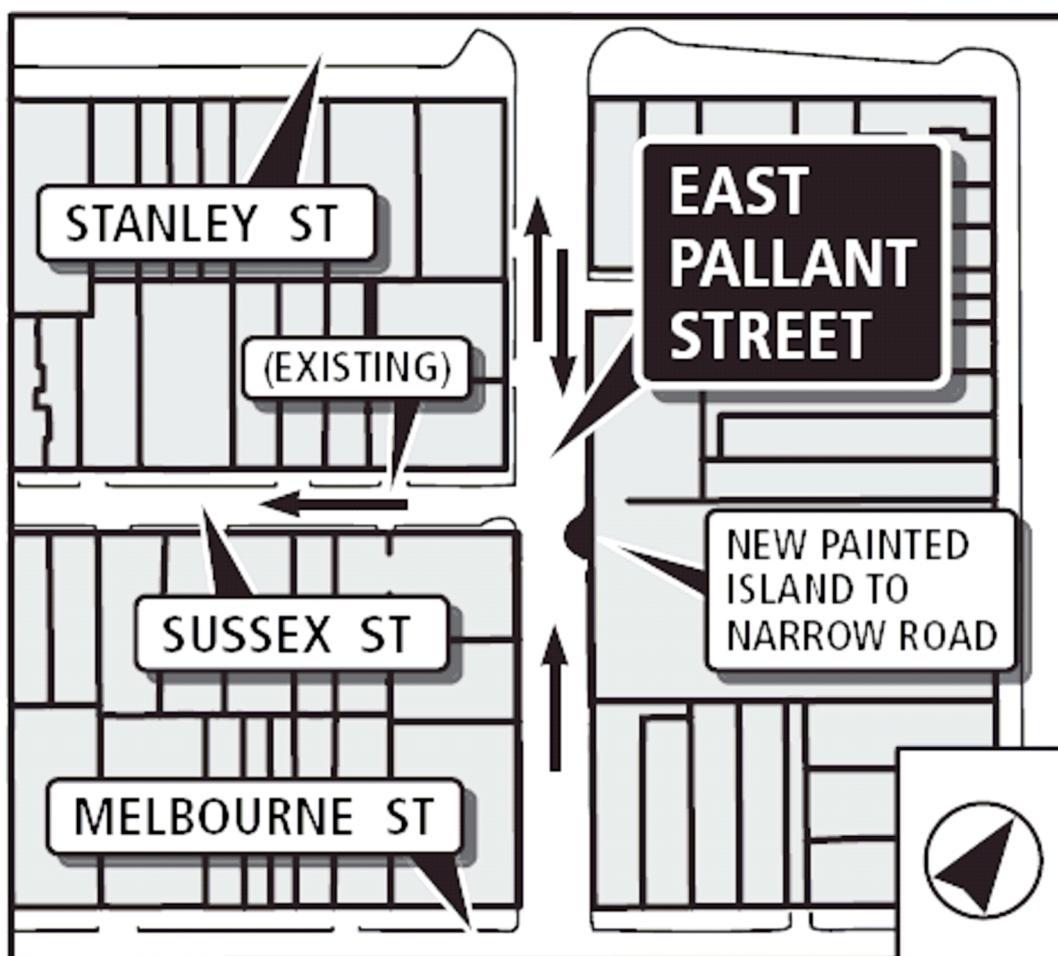
East Pallant Street—Changed Traffic Conditions

NOTICE is hereby given that the Adelaide City Council at its meeting held on 25 June 2007, adopted the following resolution:

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
East Pallant Street	From the northern building alignment of Melbourne Street to the southern building alignment of Sussex Street.	Any vehicle travelling in a northerly direction from Melbourne Street to Sussex Street. Any vehicles owned or operated by or on behalf of the Adelaide City Council for the purposes of street cleaning and maintenance.

Purpose: East Pallant Street carries a high number of non local vehicular traffic which is undesirable for residents in the street particularly during the morning and afternoon peak periods. This high volume of non local traffic has a detrimental impact on road safety and amenity in the street. This scheme is depicted in the diagram below and will be operational by 27 July 2007.



Further information can be obtained from Chris Dunn, Engineering and Environmental Services, telephone 8203 7486 or email c.dunn@adelaidecitycouncil.com.

S. MOSELEY, Chief Executive Officer

CITY OF HOLDFAST BAY

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Esplanade, Brighton

NOTICE is hereby given, pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the City of Holdfast Bay proposes to make a Road Process Order to close and merge with the adjoining Allotment 14 in Filed Plan 145842 portion of the public road (Esplanade) adjoining Alfreda Street more particularly delineated and lettered 'A' in Preliminary Plan No. 07/0042.

A copy of the plan and a statement of persons affected are available for public inspection at the offices of the Council, 24 Jetty Road, Brighton, S.A. 5048 and at the Adelaide office of the Surveyor-General during normal working 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 19, Brighton, S.A. 5048 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 time the matter will be considered.

Dated 29 May 2007.

R. DONALDSON, Chief Executive Officer

CITY OF HOLDFAST BAY

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that at its meeting held on 26 June 2007, and in relation to the 2007-2008 financial year, the Council, in exercise of the powers contained in Chapter 10 of the Local Government Act 1999:

- (1) Adopted the most recent valuation of the State Valuation Office of the capital value of land in its area, (such valuation of the State Valuation Office being available to the Council as at the date it adopted its budget), and totalling \$7 739 150 500.
- (2) Declared a differential general rate of 0.23562 cents in the dollar of the capital value of land, on rateable land within its area which is used for Residential and Other land uses.
- (3) Declared a differential general rate of 0.341649 cents in the dollar of the capital value of land, on rateable land within its area which is used for Commercial (Shop), Commercial (Office), Commercial (Other), Industrial (Light), Industrial (Other) and Vacant Land uses.
- (4) Imposed a minimum amount payable by way of the general rate of \$660.
- (5) Fixed a maximum increase of 12.5% (subject to conditions) in the general rate charged on rateable land used for residential purposes and is the principal place of residence of a ratepayer.
- (6) Imposed the application of general rates on the owners of marina berths within the Patawalonga, and in order to provide relief against this substantial change to the principal ratepayer, granted a transitional rebate for 2007-2008 of 80% of the total General Rates payable.
- (7) In order to support and improve business viability, profitability and trade, commerce and industry in that part of the Council's area comprising the following rateable land:
 - (a) with a frontage to Jetty Road, Glenelg or Moseley Square; and
 - (b) within the side streets that intersect with Jetty Road, Glenelg between High Street, Glenelg and Augusta Street, Glenelg; and

- (c) the entire site referred to as the Holdfast Shores 2B Entertainment Centre; and
- (d) with a land use of Category 2 (Commercial—Shop), Category 3 (Commercial—Office) and Category 4 (Commercial—Other),

declared a differential separate rate of 0.17366 cents in the dollar of the capital value of land on all rateable land within the above geographical boundary and land use categories set out in Regulation 10 (2) of the Local Government (General) Regulations 1999.

- (8) (a) In exercise of the powers contained in section 154 of the Local Government Act 1999 and in order to carry out the activity of the maintenance and upkeep of the boat lock in the Patawalonga basin, a separate rate of 0.56 cents in the dollar of the capital value of land, be declared on all rateable land within the Patawalonga basin bounded by the high water mark.
- (b) In exercise of the powers contained in section 158 of the Local Government Act 1999, the amount that would otherwise be payable by way of rates in respect of this separate rate is altered by fixing the amount of rates payable for assessments that are wholly or partly within the part of the area on which this separate rate is imposed and the capital values of which exceed \$71 428 at \$400.
- (9) In exercise of the powers contained in section 95 of the Natural Resources Management Act 2004 and in order to reimburse the Council for the amount contributed to the Adelaide and Mount Lofty Ranges Natural Resources Management Board being \$448 972 imposed a levy comprising 0.005808 cents in the dollar of the capital value of land, on rateable land in the Council's area in the catchment area of the Board, the capital value of such land comprising \$7 739 150 500, the basis for the levy having been selected as the capital value of rateable land, by the Minister, after consultation with Constituent Councils in the Management Board Area and submitted to and approved by the Governor.

R. T. DONALDSON, Chief Executive Officer

CITY OF MITCHAM

Adoption of Valuation and Declaration of Rates

NOTICE is hereby given that at a meeting of the Council held on 26 June 2007, the Council resolved for the financial year commencing on 1 July 2007, that:

Adoption of Assessment

Pursuant to section 167 (2) (a) of the Local Government Act 1999, to adopt the capital valuation made by the Valuer-General for the Council area, the assessed value of rateable property totalling \$10 839 128 340.

Declaration of Differential General Rates

Pursuant to sections 153 (1) (b) and 156 (1) (a) of the Local Government Act 1999, to declare differential general rates, as follows:

- (a) 0.28526 cents in the dollar on capital value of rateable land of Category 1 (Residential), Category 7 (Primary Production), Category 8 (Vacant Land) and Category 9 (Other); and
- (b) 0.45642 cents in the dollar on capital value of rateable land in Category 2 (Commercial—Shop), Category 3 (Commercial—Office), Category 4 (Commercial—Other), Category 5 (Industry—Light) and Category 6 (Industry—Other).

Declaration of Minimum Rate

Pursuant to section 158 (1) (a) of the Local Government Act 1999, to fix a minimum amount payable by way of the general rates of \$641 in respect of each assessment.

Declaration of Natural Resources Management Levy

Pursuant to section 95 of the Natural Resources Management Act 2004 and section 154 of the Local Government Act 1999, to declare a separate rate to recoup the Natural Resources Management Levy of 0.00574 cents in the dollar on capital value of rateable land in the Council area within the Adelaide and Mount Lofty Ranges Natural Resources Management Board area.

R. MALCOLM, Chief Executive Officer

CITY OF NORWOOD PAYNEHAM & ST PETERS

Adoption of Valuation and Declaration of Rates

NOTICE is hereby given that the Council of the Corporation of the City of Norwood, Payneham & St Peters, at a meeting held on 2 July 2007 and for the 2007-2008 financial year:

- (1) adopted, for rating purposes and effective from 1 July 2007, the Valuer-General's valuation of capital values in the Council area totalling \$7 833 257 600;
- (2) declared differential general rates on rateable land within its area as follows:
 - a differential general rate for residential land use of \$0.00255439 in the dollar on the capital value of the land subject to the rate; and
 - a differential general rate for Commercial (Shop), Commercial (Office), Commercial (Other), Industrial (Light), Industrial (Other), Primary Production, Vacant Land and Other land uses of \$0.00306526 in the dollar on the capital value of the land subject to the rate;
- (3) fixed a minimum amount payable by way of general rates of \$612 in respect of all rateable land within its area; and
- (4) declared a separate rate of \$0.00006563 in the dollar on the capital value of rateable land in its area to recover the levy payable to the Adelaide and Mount Lofty Ranges Natural Resources Management Board.

M. BARONE, Chief Executive Officer

CITY OF PLAYFORD

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that the Council of the City of Playford, at its meeting held on Tuesday, 26 June 2007, resolved as follows:

Adoption of Valuations

The most recent valuation of the Valuer-General available to the Council, of the capital value of land within the Council's area, be adopted for rating purposes for the year ending 30 June 2008, totalling \$6 744 077 400 of which \$6 477 654 346 represents rateable land.

Declaration of General Rates

In exercise of the powers contained in Chapter 10 of the Local Government Act 1999, the following general rates were declared by the Council of the City of Playford to apply to all rateable land within the Council area:

1. A fixed charge of \$469.
2. Differential general rates in the dollar based on capital values as follows:
 - 2.1 All land within the Council area except for land falling within 2.2:
 - (a) 0.20134 cents in the dollar on rateable land of Category 1 (Residential), Category 8 (Vacant Land) and Category 9 (Other) use.
 - (b) 0.19257 cents in the dollar on rateable land of Category 7 (Primary Production) use.
 - (c) 1.21628 cents in the dollar on rateable land of Category 2 (Commercial—Shop), Category 3 (Commercial—Office), Category 4 (Commercial—Other), Category 5 (Industry—Light) and Category 6 (Industry—Other) use.

- 2.2 0.16577 cents in the dollar on all rateable land within the Council area which is located within the townships of Angle Vale, One Tree Hill and Virginia.

Declaration of Separate Rate—Natural Resources Management Levy

Pursuant to section 95 of the Natural Resources Management Act 2004 and in exercise of the powers under section 154 of the Local Government Act 1999, a separate rate of 0.00796 cents in the dollar was declared on all rateable land in the Council's area based on capital values in order to reimburse the State Government for the Adelaide and Mount Lofty Ranges Natural Resources Management Levy on behalf of the Adelaide and Mount Lofty Ranges Natural Resources Management Board.

Payment

Rates for the 2007-2008 financial year will fall due in four instalments payable on 3 September 2007, 3 December 2007, 3 March 2008 and 3 June 2008.

T. R. S. JACKSON, Chief Executive Officer

CITY OF PLAYFORD

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure, Portion of Fotheram Street, Blakeview

Re-advertisement

NOTICE is hereby given pursuant to section 10 of the said Act, that Council now proposes to make a Road Process Order to close and sell by public auction or tender the portions marked 'A' and 'B' of Fotheram Street between Churcher Avenue and Oxford Terrace, Blakeview, shown delineated on the amended Preliminary Plan No. 06/0111.

A copy of the plan and statement of persons affected are available for public inspection at Council's Office, Playford Civic Centre, 10 Playford Boulevard, Elizabeth, S.A. and the office of the Surveyor-General, 101 Grenfell Street, Adelaide, S.A. during normal office hours.

Any applications for easements or objections must set out the full name, address and give details of the submissions with fully supported reasons.

Any submissions must be made in writing within 28 days from 12 July 2007, to Council, 12 Bishopstone Road, Davoren Park, S.A. 5113 and the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001.

Where submissions are made, Council will give notification of a meeting to deal with the matter.

Council contact: Graedon Dickson, Phone: (08) 8256 0279.

T. R. S. JACKSON, Chief Executive Officer

CITY OF PORT ADELAIDE ENFIELD

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Norfolk Street, Gillman

NOTICE is hereby given pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the City of Port Adelaide Enfield proposes to make a Road Process Order to close and merge with allotment 12 in Filed Plan 126592, portion of Norfolk Street adjoining the western boundaries of the said allotment 12 and allotment 20 in Deposited Plan 64880, as delineated and lettered 'A' on the Preliminary Plan No. 07/0038.

A copy of the plan and a statement of persons affected are available for public inspection at the Civic Centre, 163 St Vincent Street, Port Adelaide, S.A. 5015, the Council Offices situated in the Enfield, Greenacres and Parks Libraries and the office of the Surveyor-General, 101 Grenfell Street, Adelaide, 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 110, Port Adelaide, S.A. 5015, 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.

Dated 10 July 2007.

H. J. WIERDA, City Manager

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 Natural Resources Management Act 2004:

Adoption of Valuations

At a meeting held on 3 July 2007, adopted for rating purposes, for the year ended 30 June 2008, the capital valuations of the Valuer-General of all property within the area, totalling \$9 759 964 760.

Declaration of Rates

At a meeting held on 3 July 2007:

- (i) Declared differential general rates in the dollar based on capital values as follows:
 - (a) 0.262045 cents in the dollar on rateable land of Category 1 use;
 - (b) 0.556443 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 \$555.75.
- (iii) Declared a separate rate on rateable land within the area of 0.006019 cents in the dollar based on capital values, as a contribution to the Mount Lofty Ranges Natural Resources Management Board.

T. M. STARR, Chief Executive Officer

ALEXANDRINA COUNCIL

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that the Alexandrina Council, at its meeting held on 2 July 2007, for the financial year ending 30 June 2008, in exercise of the powers contained in Chapters 8 and 10 of the Local Government Act 1999, resolved as follows:

Adoption of Valuations

Pursuant to section 167 (2) of the Act, adopted for rating purposes for the year ending 30 June 2007, the Valuer-General's valuation of the 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 \$4 939 454 120 of which \$4 815 841 880 is the valuation of rateable land.

Declaration of Rates

That pursuant to sections 153 (1) (b), (3), (4) and 156 (1) (a) of the Act, declared the following differential general rates on rateable land within the Council area, 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), Category 8 (Vacant Land) and Category 9 (Other), a differential general rate of 0.3583 cents in the dollar.
- In respect of rateable land which is categorised by land use Category 7 (Primary Production), a differential general rate of 0.3094 cents in the dollar.

- Determine that the maximum increase in the general rate to be charged on rateable land within its area that constitutes the principal place of residence of a principal ratepayer shall be 11%:

- provided, however, that the maximum increase shall not apply where:

- (a) the property has been acquired by the ratepayer or has become their principal place of residence after 1 July 2005 (residential qualification period);
- (b) the increase in general rate payable is due in whole or in part to an increase in valuation of the land in the assessment because of improvements (including maturing vines) made to it valued in excess of \$20 000; and
- (c) 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.

Minimum Rate

Pursuant to section 158 (1) (a) of the Act, a minimum amount payable by way of rates of \$560 be fixed for rateable land within the Council's area.

Declaration of Separate Rates—Natural Resources Management Levy Valuations

In exercise of the powers contained in section 95 of the Natural Resources Management Act 2004 and section 154 of the Local Government Act 1999 and in order to reimburse to Council, the amount contributed to:

- The Adelaide and Mount Lofty Natural Resources Management Board, being \$8 210 a separate rate of 0.0008 cents in the dollar, based on rateable land in the Council's area within the area of the Board, the capital value of which comprises \$1 092 770 000.
- The South Australian Murray-Darling Basin Natural Resources Management Board, being \$209 902 a separate rate of 0.0057 cents in the dollar, based on rateable land in the Council's area within the area of the Board, the capital value of which comprises \$3 728 020 120.

Rate Rebates

Pursuant to section 44 of the Local Government Act 1999, delegates its power to the Chief Executive Officer or his nominee to determine applications and to grant a discretionary rebate of rates in accordance with section 166 of the Local Government Act 1999.

Pursuant to Chapter 10, Division 5 of the Local Government Act 1999, adopt the Rate Rebate Policy as presented.

Service Charges

Pursuant to section 155 of the Act, the Alexandrina Council declare the following service charges for all properties serviced by these schemes for the year ending 30 June 2008 as follows:

1. Common Effluent Service Charges:

- (a) Strathalbyn:
 - occupied unit—\$294
 - vacant unit—\$221
- (b) Goolwa:
 - occupied unit—\$349
 - vacant unit—\$261
- (c) Port Elliot:
 - occupied unit—\$340
 - vacant unit—\$255
- (d) Port Elliot (Waterport):
 - occupied unit—\$361
 - vacant unit—\$271
- (e) Elliot Gardens:
 - occupied unit—\$134

- (f) Milang:
 occupied unit—\$377
 half occupied—\$185
 vacant unit—\$283

- (g) Mount Compass:
 occupied unit—\$323
 vacant unit—\$242

2. Water Schemes

(a) Clayton Water Scheme:

- (i) An access charge of \$179 for properties connected to the Scheme which includes an allocation of 125 kilolitres and an excess rate of \$0.75 per kilolitre for usage over 125 kilolitres an excess charge of \$1.50 per kilolitres for usages over 300 kilolitre.
- (ii) An access charge of \$100 for properties to which the water service is available, but not connected.
- (iii) That the Clayton Caravan Park be excluded from an excess charge of \$1.50 per kilolitre for usages over 300 kilolitre and that it receive a 50% rebate for any excess water used.

(b) Langhorne Creek Water Scheme:

- (i) A charge of \$149 for properties connected to the Scheme with an additional charge of 0.43 cents per kilolitre for consumption up to a maximum of 125 kilolitres per year.
- (ii) An excess rate of \$1.03 per kilolitre for usage above 125 kilolitres.

(c) Finnis Water Scheme:

- (i) An access charge of \$173 for properties connected to the Scheme with an additional charge of \$1.60 per kilolitre for consumption.

Payment of Rates

That pursuant to section 181 (1) of the Local Government Act 1999, Council declares that all rates for the year ending 30 June 2008 are payable by quarterly instalments on the third days of the month of September 2007, December 2007, March 2008 and June 2008.

J. COOMBE, Chief Executive Officer

PORT PIRIE REGIONAL COUNCIL

Declaration of Public Streets and Roads

NOTICE is hereby given that at its meeting held on 27 June 2007, Council resolved that pursuant to the powers contained in section 210 of the Local Government Act 1999, that all of the land laid out as streets and ways as originally delineated in Deposited Plan 1809 in the Hundred of Pirie, be declared public roads, excluding those roads previously closed or declared public.

I. BURFITT, Chief Executive Officer

DISTRICT COUNCIL OF STREAKY BAY

DEVELOPMENT ACT 1993

Streaky Bay Deferred Urban Plan Amendment Report Prepared by the Council—Draft for Public Consultation

NOTICE is hereby given that the District Council of Streaky Bay has, pursuant to section 24 of the Development Act 1993, prepared a draft Plan Amendment Report to amend the DC Streaky Bay Development Plan.

The Plan Amendment Report will amend the DC Streaky Bay Development Plan by:

- The creation of an extension to the Country Living Zone to the west of the Streaky Bay Township covering an area of approximately 40 hectares.

Copies of the draft Plan Amendment Report will be available for public inspection and purchase during normal office hours at the Council office.

The draft Plan Amendment Report will be on display from Thursday, 12 July 2007 until Thursday, 13 September 2007.

Written submissions regarding the draft Plan Amendment Report should be submitted no later than 5 p.m. on Thursday, 13 September 2007. All submissions should be addressed to John Rumbelow, Chief Executive Officer, District Council of Streaky Bay, P.O. Box 179, Streaky Bay, S.A. 5680 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 District Council of Streaky Bay Office, 29 Alfred Terrace, Streaky Bay, from Friday, 14 September 2007.

A public hearing will be held at 6 p.m. on Thursday, 20 September 2007, in the Council Chamber, 29 Alfred Terrace, Streaky Bay, at which time interested persons may appear to be heard in relation to the draft Plan Amendment Report and the submissions. The public hearing will not be held if no submissions are received or if no submission makes a request to be heard.

This notice replaces the public notice dated 5 July 2007 regarding public consultation of the Streaky Bay Deferred Urban Plan Amendment Report.

J. RUMBELOW, Chief Executive Officer

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

Bradshaw, Douglas Cameron Lawson, late of 3 Beryl Street, Woodville West, retired pump mechanic, who died on 26 March 2007.

Brown, Myrtle Grace, late of 1 Steele Street, Campbelltown, of no occupation, who died on 27 December 2006.

Baker, Edward Charles, late of 342 Marion Road, North Plympton, retired caretaker, who died on 20 April 2007.

Chenoweth, Robert Charles, late of 2 Barham Avenue, Morphettville, retired public servant, who died on 8 May 2007.

Clarke, Barry Stead, late of 150-164 Bay Road, Encounter Bay, retired public servant, who died on 24 April 2007.

Edson, James Alfred, late of 68 Marion Road, Brooklyn Park, retired watchmaker, who died on 2 May 2007.

Fletcher, Henry, late of 7 McGorman Road, Mount Pleasant, retired builder, who died on 10 April 2007.

Goercke, Audrey Hilda, late of 86 Oaklands Road, Glengowrie, retired nursing sister, who died on 29 April 2007.

Hancock, Margaret Joyce, late of 7-12 Majors Road, North Moonta, widow, who died on 9 May 2007.

Haronen, Aune Sylvi Maria, late of 13 Fitzroy Terrace, Fitzroy, retired leading hand, who died on 18 November 2006.

Holmes, Sally Ray, late of 443 Anzac Highway, Camden Park, of no occupation, who died on 15 April 2007.

Honeychurch, Robert Colin, late of 2 Mulcra Avenue, Park Holme, TAFE lecturer, who died on 5 April 2007.

John, Ray Clyde, late of 51 Eve Road, Bellevue Heights, retired clerical officer, who died on 11 May 2007.

Miller, Monica Annie, late of 150 Adams Road, Craigmore, widow, who died on 24 January 2007.

O'Donnell, John Francis, late of 33 Ballantyne Street, Thebarton, retired army officer, who died on 26 September 2006.

Phillips, Heather Jean, late of 3 Grant Avenue, Gilles Plains, of no occupation, who died on 14 May 2007.

Rabbett, Joseph Daniel, late of 14-22 King William Road, Wayville, retired leading hand, who died on 2 May 2007.

Ryan, Nellie, late of 18 West Terrace, Quorn, of no occupation, who died on 19 April 2006.

Smith, Barry Ernest, late of 29 Homestead Avenue, Walkley Heights, retired boilermaker, who died on 4 March 2007.

Steer, Elva Winifred, late of 24-34 Avenue Road, Glynde, of no occupation, who died on 15 March 2007.

Wiles, Patricia Irene, late of 86 Oaklands Road, Glengowrie, of no occupation, who died on 13 March 2007.

Williamson, John Wayne, late of 4 Birch Street, Findon, labourer, who died on 11 May 2001.

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 5000, full particulars and proof of such claims, on or before 10 August 2007, 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 12 July 2007.

C. J. O'LOUGHLIN, Public Trustee

PARTNERSHIP ACT 1891

Dissolution of Partnership

TAKE notice that the partnership existing between Roberto Ocampo and Bruno Ocampo, doing business under the name of Evercream Gelati at Shops 5 and 6, 266 Montacute Road, Rostrevor, S.A. 5073, has been dissolved as of 6 June 2007.

ROBERTO OCAMPO

SALE OF PROPERTY

Auction Date: Friday, 27 July 2007 at 11 a.m.

Location: 3 Yule Court, Parafield Gardens

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. 1399 of 2006, directed to the Sheriff of South Australia in an action wherein Lesley Yeoward and John Yeoward are the Plaintiffs and Michelle Hale as 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, Michelle Hale as the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Parafield Gardens, being 3 Yule Court being the property comprised in certificate of title register book volume 5193, folio 22.

Further particulars from the auctioneers:

Griffin Real Estate
8 Greenhill Road
Wayville, S.A. 5034
Telephone (08) 8372 7872

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@dpc.sa.gov.au