

EXTRAORDINARY GAZETTE



THE SOUTH AUSTRALIAN
GOVERNMENT GAZETTE

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

ADELAIDE, THURSDAY, 27 JUNE 2013

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Department of the Premier and Cabinet
Adelaide, 27 June 2013

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

No. 23 of 2013—Supply Act 2013. An Act for the appropriation of money from the Consolidated Account for the financial year ending on 30 June 2014.

No. 24 of 2013—Work Health and Safety (Self-Incrimination) Amendment Act 2013. An Act to amend the Work Health and Safety Act 2012.

No. 25 of 2013—Road Traffic (Emergency Service Speed Zones) Amendment Act 2013. An Act to amend the Road Traffic Act 1961.

No. 26 of 2013—Magistrates (Miscellaneous) Amendment Act 2013. An Act to amend the Magistrates Act 1983; and to make related amendments to the Coroners Act 2003; the Evidence Act 1929; the Fair Work Act 1994; and the Remuneration Act 1990.

No. 27 of 2013—Police (GST Exemption) Amendment Act 2013. An Act to amend the Police Act 1998.

By command,

JAY WILSON WEATHERILL, Premier

DPC06/0875

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Health Services Charitable Gifts Board, pursuant to the provisions of the Health Services Charitable Gifts Act 2011:

Commissioner: (from 1 July 2013 until 30 June 2016)
Willis Raymond Marshall

By command,

JAY WILSON WEATHERILL, Premier

HEAC-2013-00040

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Guardianship Board, pursuant to the provisions of Guardianship and Administration Act 1993:

Section 8 (1) Panel Member: (from 25 January 2015 until 24 January 2016)

Linley Alice Denson
Janece Maree Petrie
Lucy Victoria Sheppard

By command,

JAY WILSON WEATHERILL, Premier

AGO0077/13CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the SACE Board of South Australia, pursuant to the provisions of the SACE Board of South Australia Act 1983:

Member: (from 1 July 2013 until 30 June 2016)
Cheryl Sylvia Bauer
Helen Fay O'Brien

Deputy Member: (from 1 July 2013 until 30 June 2015)
Sharon Gail Duong (Deputy to Ronan)
Stephen Vincent Bousfield (Deputy to Bauer and Westwell)
Peter Howard Daw (Deputy to O'Brien and Debelle)
Kerrie Elizabeth Nussio (Deputy to Bentley and Vaughan)
Graeme John Oliver (Deputy to Rusk)
Janette Dawn Scott (Deputy to Hebenstreit and Dowdy)

By command,

JAY WILSON WEATHERILL, Premier

MECD13/086

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint Hieu Van Le as Governor's Deputy of South Australia for the period from 11 a.m. on Saturday, 29 June 2013 until 6 p.m. on Wednesday, 3 July 2013.

By command,

JAY WILSON WEATHERILL, Premier

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint judicial officers to the auxiliary pool for a period of one year commencing on 1 July 2013 and expiring on 30 June 2014, listed below, it being a condition of appointment that the powers and jurisdictions of office should only be exercised during the time or times the actual duties are being undertaken, but at no other time throughout the period of appointment, pursuant to the provisions of the Judicial Administration (Auxiliary Appointments and Powers) Act 1988:

Terence Anthony Worthington to the office of Judge of the Supreme Court of South Australia on an auxiliary basis.

Dean Ernest Clayton to the office of Judge of the District Court of South Australia on an auxiliary basis.

Brendan Michael Burley to the office of Master of the Supreme Court of South Australia on an auxiliary basis.

Bruce Malcolm Debelle to the office of Judge of the Supreme Court of South Australia on an auxiliary basis.

John Jeremy Doyle to the office of Judge of the Supreme Court of South Australia on an auxiliary basis.

Kevin Patrick Duggan to the office of Judge of the Supreme Court of South Australia on an auxiliary basis.

Alan Peter Moss to the office of Judge of the Environment, Resources and Development Court of South Australia and to the office of Judge of the Youth Court of South Australia both on an auxiliary basis.

Kym Boxall to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

Gregory Ronald Alfred Clark to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

Frederick Robert Field to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

David Cyril Gurry to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

Jonathan Romilly Harry to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

Garry Francis Hiskey to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

John Antoine Kiosoglous to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

Patricia Ann Rowe to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

Peter Yelverton Wilson to the office of Magistrate of the Magistrates Court of South Australia and to the office of Magistrate of the Youth Court of South Australia both on an auxiliary basis.

By command,

JAY WILSON WEATHERILL, Premier

AGO0082/13CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint Jennifer Margaret McKay as a Competition Commissioner for a period commencing on 27 June 2013 and expiring on 26 June 2014, pursuant to Section 5 of the Government Business Enterprises (Competition) Act 1996.

By command,

JAY WILSON WEATHERILL, Premier

DPC13/036CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint Barbara Rajkowska as a Competition Commissioner for a period commencing on 27 June 2013 and expiring on 26 June 2014, pursuant to Section 5 of the Government Business Enterprises (Competition) Act 1996.

By command,

JAY WILSON WEATHERILL, Premier

DPC13/036CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint Barry John Thompson as the Acting Registrar of the Teachers Registration Board of South Australia for a term commencing on 29 June 2013 and expiring on 31 July 2013, while the Registrar is unable to carry out the duties of the office, pursuant to Section 15 of the Teachers Registration and Standards Act 2004 and Section 36 of the Acts Interpretation Act 1915.

By command,

JAY WILSON WEATHERILL, Premier

MECD13/092

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint the Members listed below to the Residential Tenancies Tribunal, for the terms specified with such appointees to have no entitlements associated with an employment relationship, pursuant to the provisions of the Residential Tenancies Act 1995:

For a term commencing on 1 July 2013 and expiring on 30 June 2014:

Thomas Mark Rymill
Stuart Webb Andrew

For a term commencing on 1 July 2013 and expiring on 30 June 2016:

Marie Stella Alvino
Peter John Duffy
Harrison Juliet Anderson
Ian Garnham
Peter Vance Carey
Stavros Georgiadis
Roger Thomas Vincent
Jeanette Barnes
Atanas Michael Radin
Joanne Bakas
Steven John Gareth Thomas

For a term commencing on 28 June 2013 and expiring on 30 June 2016:

Patricia Kay Mickan
Julia Susan Dunstone
Gerard Noel Twohig

By command,

JAY WILSON WEATHERILL, Premier

MCA0012/13CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to appoint the people listed as Justices of the Peace for South Australia for a period of ten years commencing from 27 June 2013 and expiring on 26 June 2023, it being a condition of appointment that the Justices of the Peace must take the oaths required of a Justice under the Oaths Act 1936 and return the oaths form to the Justice of the Peace Services within 3 months of the date of appointment, pursuant to Section 4 of the Justices of the Peace Act 2005:

Janene Constance Cauchi
David Harvey Collett
Robert Douglas Collings
Deborah Kaye Conder
Denise Gail Costin
Michael Cox
Adrian Donald Daniel
James Thomas Davis
Rupert Daniel Delahoy
Maxwell Laurence Engelhardt
Denis Evanoff
Laszlo Falkai
David John Ferme
Maurice Kenworthy Francis
Linden Mark Gibson
Thomas Allen Grant
John Charles Harrop
Pearl Eugene Harvey
Theresa Raylene Harvey
Annette Hayes
Ernest Charles Heinrich
Neil George Holton
Jason Mark Hondow
Natasha Leah Jackson
Denise Anne Jackson-Cook
Donald Neil Jamieson
Helen Jayne Karger
Graham Walter Kennett
Cheng Hean Koay
Cathy Lorraine Leane
Bruce Douglas McAndie
Andrew Robertson McCulloch
Peter John Moore
Maureen Betty Moyle
Robert Leslie Neilson
Dennis Wayne O'Donnell

Sylvia Pohlner
Anthony Thomas Rowe
Louise Anne Seaman
Iris Mabel Shaw
Marianne Sharpe
Christopher George Short
Christopher Kenneth Simpson
Patricia Smith
Sebina Smith
Wayne Kenneth Standish
Noel Eaton Taplin
Stephen Paul Tasker
Trevor Douglas Urlwin
Graham William Wearn

By command,

JAY WILSON WEATHERILL, Premier

JP12/067CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to issue the Mutual Recognition Notice 2013, pursuant to Section 47 of the Mutual Recognition Act 1992 of the Commonwealth as adopted by Section 4 of the Mutual Recognition (South Australia) Act 1993.

By command,

JAY WILSON WEATHERILL, Premier

13MSECCS036

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has been pleased to accept the 2012 Flinders University Annual Report, pursuant to Section 27 (1) of The Flinders University of South Australia Act 1966.

By command,

JAY WILSON WEATHERILL, Premier

MEHES13/017CS

Department of the Premier and Cabinet
Adelaide, 27 June 2013

HIS Excellency the Governor in Executive Council has revoked the appointment of the Deputy Members of the SACE Board of South Australia, set out below, effective from 1 July 2013, pursuant to the provisions of the SACE Board of South Australia Act 1983 and Section 36 of the Acts Interpretation Act 1915:

Stephen Vincent Bousfield as Deputy Member to Dowdy.
Peter Howard Daw as Deputy Member to Ronan.
Kerrie Elizabeth Nussio as Deputy Member to Vaughan.
Graeme John Oliver as Deputy Member to Rusk.
Janette Dawn Scott as Deputy Member to Bentley.

By command,

JAY WILSON WEATHERILL, Premier

MECD13/086

HEALTH CARE ACT 2008

Fees and Charges

I, JACK SNELLING, Minister for Health and Ageing, hereby give notice pursuant to Section 44 of the Health Care Act 2008, of the fees in the list attached to apply to a compensable patient:

These charges will operate from 1 July 2013 to 30 June 2014.

Dated 18 June 2013.

JACK SNELLING, Minister for Health and Ageing

1—Interpretation

(1) unless the contrary intention appears—

admitted patient means a patient of a public hospital site who has undergone the formal admission process of the public hospital site;

Commonwealth benefit, in relation to a patient, means the aggregate of the following amounts:

- (a) the maximum amount (expressed on a daily basis) payable as an age pension under the *Social Security Act 1991* of the Commonwealth to a person who is not a member of a couple within the meaning of that Act, excluding the amount of any pharmaceutical allowance payable under that Act; and
- (b) —
 - (i) if the patient receives rent assistance under that Act—the amount (expressed on a daily basis) received; or
 - (ii) if the patient is not entitled to an age pension or disability support pension under that Act—the maximum amount (expressed on a daily basis) payable as rent assistance under that Act;

hospital in the home service, in relation to a public hospital site, means treatment or care provided by the public hospital site to a patient at a location outside of the public hospital site's premises (being treatment or care provided as a direct substitute for treatment or care that would normally be provided as an inpatient service on the public hospital site's premises);

incorporated hospital means a hospital incorporated under the *Health Care Act 2008*;

long stay patient means a patient who has been an admitted patient in a public hospital site for a continuous period exceeding 35 days;

Medicare patient means a patient who is an eligible person for the purpose of receiving medical benefits under the *Health Insurance Act 1973* of the Commonwealth;

overnight stay patient means an admitted patient of a public hospital site who remains an admitted patient of the public hospital site until a day subsequent to the day of his or her admission;

patient means a person to whom a public hospital site provides medical or diagnostic services or other treatment or care and includes a person to whom a public hospital site provides outreach services;

private, in relation to a patient, connotes that the patient receives medical or diagnostic services from a medical practitioner selected by the patient;

public, in relation to a patient, connotes that the patient receives medical or diagnostic services from a medical practitioner selected by the public hospital site;

public hospital site means a hospital facility which is operated by and is part of an incorporated hospital and which can have buildings and facilities at more than one location in the State;

same day patient means an admitted patient of a public hospital site who, on the same day, is both admitted to and leaves the care of the public hospital site (whether on formal discharge by the public hospital site or voluntary discharge by the patient);

single room, in relation to the accommodation of a patient, means the accommodation of the patient in a room in which he or she is the only patient.

- (2) a patient will be regarded as being acutely ill during a particular period if a medical practitioner has certified that the patient will require extensive medical treatment and supervision during that period.
- (3) A certificate referred to in subsection (2) remains in force for the period specified in the certificate (not exceeding 30 days) or, if no period is specified, for a period of 30 days.

1—Fees for services provided to Medicare patients

- (1) The fee to be charged by a public hospital site for a service of a kind set out in the Schedule provided to a Medicare patient who is not a compensable patient is as set out in the Schedule.
- (2) A person who is—
 - (a) a resident of a State or Territory of the Commonwealth other than South Australia; or
 - (b) a member of the armed forces of the Commonwealth; or
 - (c) entitled to a benefit under the *Veterans' Entitlements Act 1986* of the Commonwealth,

may, with the approval of the Minister, be released from liability to pay the fees contained in the schedule.

- (3) A public hospital site may remit the whole or part of a fee payable to it in order to alleviate financial hardship.

Schedule—Fees for services provided to Medicare patients by incorporated hospitals and public hospital sites

	Fee (per day)
1 For the accommodation, maintenance, care and treatment at a public hospital site of a public overnight stay patient	no fee
2 For the accommodation, maintenance and care at a public hospital site of a private overnight stay patient—	
(a) where the patient requests and subsequently receives single room accommodation	\$561.00 (maximum fee/day)
(b) in any other case	\$326.00
3 For the accommodation, maintenance, care and treatment at a public hospital site of a public patient who is a same day patient	no fee
4 For the accommodation, maintenance and care at a public hospital site of a private patient who is a same day patient—	
(a) for gastro-intestinal endoscopy or other minor surgical and non-surgical procedures that do not normally require an anaesthetic (Band 1)	\$236.00
(b) for procedures (other than Band 1 procedures) carried out under local anaesthetic with no sedation given where the actual time in the theatre is less than one hour (Band 2)	\$269.00
(c) for procedures (other than Band 1 procedures) carried out under general or regional anaesthesia or intravenous sedation where the actual time in the theatre is less than one hour (Band 3)	\$297.00
(d) for any procedures carried out under general or regional anaesthesia or intravenous sedation where the actual time in the theatre is one hour or more (Band 4)	\$326.00
5 For the accommodation, maintenance, care and treatment at a public hospital site of a public long stay patient who is acutely ill	No fee
6 For the accommodation, maintenance, care and treatment at a public hospital site of a public long stay patient who is not acutely ill	87.5 per cent of the Commonwealth benefit
7 For the accommodation, maintenance, care and treatment at a public hospital site of a private long stay patient who is not acutely ill	\$111.00 plus 87.5 per cent of the Commonwealth benefit
8 For hospital in the home services provided by a public hospital site to a private patient	\$191.00 (maximum fee/day)

HEALTH CARE ACT 2008
SECTIONS 57 (1) (c) AND 62—EXEMPTIONS

Notice by the Minister

TAKE notice that I, Jack Snelling, Minister for Health and Ageing, pursuant to sub-section 57 (1) (c) and Section 62 of the Health Care Act 2008, do hereby exempt the persons named in Column A of the Schedule from the application of Part 6—Division 2 and Division 3, Section 59 of the Health Care Act 2008, in relation to the emergency ambulance services specified in Column B of the Schedule, and on the conditions (if any) specified in Column C of the Schedule, with effect on and from 1 July 2013 and for the period expiring on 30 June 2014.

SCHEDULE

Column A	Column B	Column C
Alinta Energy	Emergency ambulance services provided at Leigh Creek Coalfield	Nil
Alinta Energy	Emergency ambulance services provided in surrounding areas to Leigh Creek Coalfield and Leigh Creek township	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Arrium Limited	Emergency ambulance services provided at Iron Duke, Iron Duchess, Iron Knight and Iron Chieftain mine sites	Nil
Arrium Limited	Emergency ambulance services provided in surrounding areas to Iron Duke, Iron Duchess, Iron Knight and Iron Chieftain mine sites for purposes of rendezvousing with SA Ambulance Service	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Arrium Limited	Emergency ambulance services provided at Iron Baron mine site	Nil
Arrium Limited	Emergency ambulance services provided in surrounding areas to Iron Baron mine site for purposes of rendezvousing with SA Ambulance Service	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
BHP Billiton Olympic Corporation Pty Ltd	Dam Emergency ambulance services provided at Olympic Dam Operations	Nil
BHP Billiton Olympic Corporation Pty Ltd	Dam Emergency ambulance services provided in surrounding areas to Olympic Dam Operations, Roxby Downs and Andamooka	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Challenger Gold Operations Pty Ltd	Emergency ambulance services provided at Challenger Gold Mine and surrounding pastoral properties on the mine access road	Nil
Frontier Services	Emergency ambulance services provided at Andamooka, Marla and Mintabie	Nil
Frontier Services	Emergency ambulance services provided in areas surrounding Andamooka, Marla and Mintabie	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Heathgate Resources Pty Ltd	Emergency ambulance services provided at Beverley Uranium Mine and surrounding areas	Nil
Iluka Resources Limited	Emergency ambulance services provided at Jacinth and Ambrosia mineral sands mine and associated access roads	Nil
Nganampa Health Council Incorporated	Emergency ambulance services provided on the Anangu Pitjantjatjara Yankunytjatjara Lands	Nil
OZ Minerals Carrapateena Pty Ltd	Emergency ambulance services provided at the Carrapateena mine site	Nil

Column A	Column B	Column C
OZ Minerals Carrapateena Pty Ltd	Emergency ambulance services provided in surrounding areas to the Carrapateena mine site for purposes of rendezvousing with SA Ambulance Service	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
OZ Minerals Limited	Emergency ambulance services provided at Prominent Hill mine, associated access roads and ore delivery roads	Nil
OZ Minerals Limited	Emergency ambulance services provided on the Stuart Highway in proximity to Prominent Hill mine turnoff	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Royal Flying Doctor Service of Australia (South Eastern Section)	Emergency ambulance services provided at Santos Moomba gas field and surrounding areas including Innamincka	Nil
Spotless Facility Services Pty Ltd	Emergency ambulance services provided for Santos at Port Bonython	Nil
Spotless Facility Services Pty Ltd	Emergency ambulance services provided in the Port Lowly shack area	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Transfield Services Pty Limited	Emergency ambulance services provided at Defence Centre Woomera	Nil
Transfield Services Pty Limited	Emergency ambulance services provided in surrounding areas to Defence Centre Woomera	That the emergency services are provided either at the request of SA Ambulance Service or, in circumstances where SA Ambulance Service has not made a request, the organisation notifies SA Ambulance Service within a time and with details as requested by SA Ambulance Service
Unified Security Group (Australia) Pty Ltd	Emergency ambulance services provided at OneSteel Whyalla Steelworks	Nil
Uranium One Australia Pty Ltd	Emergency ambulance services provided at Honeymoon uranium mine and associated access roads	Nil

Dated 25 June 2013.

JACK SNELLING, Minister for Health and Ageing

HEALTH CARE ACT 2008
SECTIONS 58 (1) (d) AND 62—EXEMPTIONS

Notice by the Minister

TAKE notice that I, Jack Snelling, Minister for Health and Ageing, pursuant to sub-section 58 (1) (d) and Section 62 of the Health Care Act 2008, do hereby exempt the persons named in Column A of the Schedule from the application of Part 6—Division 2 and Division 3, Section 59 of the Health Care Act 2008, in relation to the non-emergency ambulance services specified in Column B of the Schedule, and on the conditions (if any) specified in Column C of the Schedule, with effect on and from 1 July 2013, and for the period expiring on 30 June 2014.

SCHEDULE

Column A	Column B	Column C
Alinta Energy	Non-emergency ambulance services provided at Leigh Creek Coalfield	Nil
Alinta Energy	Non-emergency ambulance services provided in surrounding areas to Leigh Creek Coalfield and Leigh Creek township	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
Arrium Limited	Non-emergency ambulance services provided at Iron Duke, Iron Duchess, Iron Knight and Iron Chieftain mine sites	Nil
Arrium Limited	Non-emergency ambulance services provided in surrounding areas to Iron Duke, Iron Duchess, Iron Knight and Iron Chieftain mine sites	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as request by SA Ambulance Service
Arrium Limited	Non-emergency ambulance services provided at Iron Baron mine site	Nil
Arrium Limited	Non-emergency ambulance services provided in surrounding areas to Iron Baron mine site for purposes of rendezvousing with SA Ambulance Service	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
BHP Billiton Olympic Dam Corporation Pty Ltd	Non-emergency ambulance services provided at Olympic Dam Operations	Nil
BHP Billiton Olympic Dam Corporation Pty Ltd	Non-emergency ambulance services provided in surrounding areas to Olympic Dam Operations, Roxby Downs and Andamooka	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
Challenger Gold Operations Pty Ltd	Non-emergency ambulance services provided at Challenger Gold Mine and surrounding pastoral properties on the mine access road	Nil
Frontier Services	Non-emergency ambulance services provided at Andamooka, Marla and Mintabie	Nil
Frontier Services	Non-emergency ambulance services provided in areas surrounding Andamooka, Marla and Mintabie	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
Heathgate Resources Pty Ltd	Non-emergency ambulance services provided at Beverley Uranium Mine and surrounding areas	Nil
Iluka Resources Limited	Non-emergency ambulance services provided at Jacinth and Ambrosia mineral sands mine and associated access roads	Nil
Nganampa Health Council Incorporated	Non-emergency ambulance services provided on the Anangu Pitjantjatjara Yankunytjatjara Lands	Nil
OZ Minerals Carrapateena Pty Ltd	Non-emergency ambulance services provided at the Carrapateena mine site	Nil
OZ Minerals Carrapateena Pty Ltd	Non-emergency ambulance services provided in surrounding areas to the Carrapateena mine site for purposes of rendezvousing with SA Ambulance Service	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
OZ Minerals Limited	Non-emergency ambulance services provided at Prominent Hill mine, associated access roads and ore delivery roads	Nil

Column A	Column B	Column C
OZ Minerals Limited	Non-emergency ambulance services provided on the Stuart Highway in proximity to Prominent Hill mine turnoff	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
Royal Flying Doctor Service of Australia (South Eastern Section)	Non-emergency ambulance services provided at Santos Moomba gas field and surrounding areas including Innamincka	Nil
Southern Adelaide Local Health Network Incorporated	Non-emergency ambulance services provided for patients of the Repatriation General Hospital	Nil
Spotless Facility Services Pty Ltd	Non-emergency ambulance services provided for Santos at Port Bonython	Nil
Spotless Facility Services Pty Ltd	Non-emergency ambulance services provided in the Port Lowly shack area	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
Transfield Services Pty Limited	Non-emergency ambulance services provided at Defence Centre Woomera	Nil
Transfield Services Pty Limited	Non-emergency ambulance services provided in surrounding areas to Defence Centre Woomera	That the organisation notifies SA Ambulance Service of each occasion that non-emergency ambulance services are provided within a time and with details as requested by SA Ambulance Service
Unified Security Group (Australia) Pty Ltd	Non-emergency ambulance services provided at OneSteel Whyalla Steelworks	Nil
Uranium One Australia Pty Ltd	Non-emergency ambulance services provided at Honeymoon uranium mine and associated access roads	Nil

Dated 25 June 2013.

JACK SNELLING, Minister for Health and Ageing

South Australia

Mutual Recognition Notice 2013

under section 47 of the *Mutual Recognition Act 1992* of the Commonwealth as adopted by section 4 of the *Mutual Recognition (South Australia) Act 1993*

1—Short title

This notice may be cited as the *Mutual Recognition Notice 2013*.

2—Commencement

This notice comes into operation on the day on which it is made.

3—Request for regulations to be made

For the purposes of section 47 of the *Mutual Recognition Act 1992* of the Commonwealth, it is requested that the proposed regulations set out in Schedule 1 be made.

Schedule 1—Proposed regulations



Mutual Recognition (Amendment of Act—Container Deposit Scheme) Regulation 2013

Select Legislative Instrument No. , 2013

I, Quentin Bryce AC CVO, Governor-General of the Commonwealth of Australia, acting with the advice of the Federal Executive Council, make the following regulation under the *Mutual Recognition Act 1992*.

Dated 2013

Quentin Bryce
Governor-General

By Her Excellency's Command

Greg Combet AM
Minister for Climate Change, Industry and Innovation

Contents

1	Name of regulation.....
2	Commencement
3	Authority.....
4	Schedule(s).....

Schedule 1—Amendments

Mutual Recognition Act 1992

1 Name of regulation

This regulation is the *Mutual Recognition (Amendment of Act—Container Deposit Scheme) Regulation 2013*.

2 Commencement

This regulation commences on the day after it is registered.

3 Authority

This regulation is made under the *Mutual Recognition Act 1992*.

4 Schedule(s)

Each Act that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

Schedule 1—Amendments

Mutual Recognition Act 1992

1 At the end of Schedule 2

Add:

34 Each of the following:

- (a) Part 2 of the *Environment Protection (Beverage Containers and Plastic Bags) Act*(NT);
- (b) all other provisions of that Act, to the extent that they relate to the container deposit scheme established by that Part;
- (c) regulations made under that Act, to the extent that they relate to that scheme

Made by the Governor

With the advice and consent of the Executive Council
on 27 June 2013

PROFESSIONAL STANDARDS ACT 2004*Victorian Bar Professional Standards Scheme*

PURSUANT to Section 34 (2) of the Professional Standards Act 2004, I authorise the extension of the period for which the Victorian Bar Professional Standards Scheme is in force until 30 June 2014.

Dated 4 June 2013.

JOHN RAU, Deputy Premier, Attorney-General

THE VICTORIAN BAR INC*A Scheme under the Professional Standards Act 2003 (Vic)***PREAMBLE****Occupational Association**

- A. The Victorian Bar Inc ('the Victorian Bar') is an incorporated association constituted under the Associations Incorporation Act 1981;
- B. The occupational group represented by the Victorian Bar consists of barristers practising in Victoria;
- C. The Victorian Bar Professional Standards Scheme ('the Scheme') is a scheme under the Professional Standards Act 2003 (Vic) ('the Act'), that applies to those persons referred to below in Clause 3. The Scheme does not apply to all members of the Victorian Bar;
- D. The Scheme limits the occupational liability of Scheme members who provide services to the public;
- E. The approximate number of members eligible to apply to have the Scheme apply to them is 1 805;
- F. The objectives of the Victorian Bar are expressed in Clause 3 of its Constitution and include:
 - (a) To maintain in the public interest a strong and independent Bar in the State of Victoria;
 - (b) To promote, foster and develop within the executive and legislative arms of the Government of Victoria and within the general community, an understanding and appreciation that a strong and independent Bar is indispensable to the rule of law and to the continuation of a democratic society;
 - (c) To improve the relationship between the Victorian Bar and the executive and legislative arms of the Government of Victoria without in any way diminishing the independence of the Victorian Bar and its members;
 - (d) To promote, maintain and improve the quality of the Victorian Bar;
 - (e) To seek to ensure that access to the courts is open to all members of the community;
 - (f) To arrange training for Bar Readers and regulate entry to membership of the Bar;
 - (g) To arrange and promote Continuing Professional Development;
 - (h) To promote the resolution of disputes by mediation, arbitration and other appropriate methods of alternative dispute resolution;
 - (i) To perform such functions as may be assigned, permitted, referred or delegated to the Victorian Bar by or under legislation regulating the legal profession or the practice of law;
 - (j) To seek to ensure that as far as practicable chambers are available for counsel;
 - (k) To seek to promote the welfare of members of the Victorian Bar;
 - (l) To promote the rule of law including the proper administration of justice; and
 - (m) Without limiting (l), to make recommendations with respect to legislation, law reform, rules of court and the business and procedure of courts.

Nature of the Scheme

- G. The scheme operates for the purpose of improving the occupational standards of professionals and others, and to protect the consumers of their services. It also limits the civil liability of persons to whom the scheme applies;
- H. The liability limited by the scheme includes, to the extent permitted by the Act, all civil liability arising (in tort, contract or otherwise) directly or vicariously from anything done or omitted by a member of the Victorian Bar or to any person to whom this scheme applies in acting in the performance of his or her occupation. The scheme does not apply to liability for damages arising from any matter to which the Act does not apply, including, but not limited to, liability for damages arising from death or personal injury to a person, a breach of trust, fraud or dishonesty;
- I. The scheme does not affect damages which are below the monetary ceiling specified in the Scheme for each member. The scheme limits liability for damages to the monetary ceiling specified for that member provided that the person has insurance as required by Section 23 of the Act;

Risk Management

- J. The Victorian Bar has adopted strategies which cover requirements for professional entry to practice at the Bar and continuing professional development in the areas of ethics and regulation of the profession; management; substantive law, practice and procedure, and evidence, and advocacy, mediation and other barristers' skills;

- K. The complaints and disciplinary system operates pursuant to the requirements of the Legal Profession Act 2004;
- L. The Bar Association will report annually on the implementation and monitoring of its risk management strategies, the effect of those strategies and any changes made or proposed to be made to them;

Standards of Insurance

- M. Scheme members are required to maintain current professional indemnity insurance policies on offer to barristers with a Victorian practising certificate and otherwise to comply with any regulations relating to professional indemnity insurance from time to time of the Victorian Bar Council;
- N. The Legal Services Board determines the statutory minimum level of professional indemnity insurance required to be taken out by barristers and also approves the professional indemnity insurance policy on offer from the Legal Practitioners Liability Committee;

Claims Monitoring

- O. The Victorian Bar has established a relationship with the insurers who provide cover for scheme members which will ensure the Victorian Bar will be able to obtain and monitor claims data. The Victorian Bar will report annually on claims monitoring, tactics, performance measures and monitoring systems;

Complaints and Discipline

- P. Scheme members are subject to a complaints and discipline system operating under the Legal Profession Act 2004. All scheme members must comply with the provisions of that Act, the Constitution and rules and regulations of the Victorian Bar;

Scheme Administration

- Q. Responsibility for administration of the scheme and ensuring that it complies with the requirements of the Professional Standards Act 2003 (Vic) and of the Professional Standards Council rests with the Victorian Bar.

THE VICTORIAN BAR SCHEME

1. Occupational Association

- (1) The Victorian Bar Professional Standards Scheme is a scheme under the Professional Standards Act 2003 (Vic) ('the Act'), of the Victorian Bar whose registered address is 205 William Street, Melbourne, Victoria.

2. Definitions

- (1) Unless the context otherwise requires:
 - 'damages' has the meaning given it in Section 4 of the Act;
 - 'Scheme register' means the register of members to whom the Scheme applies maintained by the Victorian Bar Council;
 - 'the Act' means the Professional Standards Act 2003 (Vic), as amended from time to time.

3. Persons to whom the Scheme applies (participating members and other persons)

- (1) The Scheme applies:
 - (a) to the class of persons within the Victorian Bar more particularly specified in sub-clause 3 (2) of this Scheme document; and
 - (b) to persons to whom the Scheme applies by virtue of Sections 20, 21 and 22 of the Act.
- (2) The class of Scheme members referred to in sub-clause 3 (1) (a) comprises all members of the Victorian Bar:
 - (a) who hold a current practising certificate issued by the Victorian Legal Services Board or the Victorian Bar;
 - (b) who are admitted to membership of the Scheme by resolution of the Victorian Bar Council; and
 - (c) whose names remain on the Scheme register maintained by the Victorian Bar Council.
- (3) On application in writing by a member to whom the Scheme applies, the Victorian Bar may exempt the member from the Scheme.

4. Limitation of Liability

- (1) If a person to whom the Scheme applies and against whom a cause of action relating to occupational liability is brought, is able to satisfy the court that the person has the benefit of an insurance policy or more than one insurance policy:
 - (a) that insures the person against that occupational liability; and

(b) under which the amount payable in respect of the occupational liability relating to that cause of action is not less than the maximum amount of liability specified in the scheme in relation to the class of person and the kind of work to which the cause of action relates at the time at which the act or omission giving rise to the cause of action occurred;

the person is not liable in damages in relation to that cause of action for anything done or omitted on or after the commencement of the Scheme for any amount above the monetary ceiling (a maximum amount of liability) subject to Clause 4 (2), of \$2 million.

- (2) If on application from time to time or at any time by a person to whom the Scheme applies, in all cases or any specified case or class of case, the Victorian Bar has specified pursuant to the conferral or discretionary authority in Clause 5 of this Scheme document a higher maximum amount of liability than would otherwise apply under the Scheme in relation to the person, the monetary ceiling (maximum amount of liability) in relation to that person either in all cases or in any specified case or class of case (as the case may be) is that higher maximum amount of liability.
- (3) In this Scheme document:
- (a) 'occupational liability' has the same meaning as it has in the Act and excludes any liability which may not from time to time be limited pursuant to the Act; and
- (b) a reference in Clause 4 (1) to the amount payable under an insurance policy in respect of occupational liability includes a reference to:
- (i) defence costs payable in respect of a claim, or notification that may lead to a claim (other than reimbursement of the defendant for time spent in relation to the claim), but only if those costs are payable out of the one sum insured under the policy in respect of the occupational liability; and
- (ii) the amount payable or in relation to the policy by way of excess.
- (4) If the provisions of Section 23 of the Act are amended by any subsequent Act or Acts, the provisions of Clause 4 (1) above shall be taken to have been amended correspondingly and shall operate as so amended.

5. Discretionary Authority

- (1) The Victorian Bar has a discretionary authority, on application from time to time or at any time by a person to whom the Scheme applies, to specify in relation to the person a higher maximum amount of liability than would otherwise apply under the scheme in relation to the person either in all cases or in any specified case or class of case.

6. Commencement of the Scheme

- (1) The scheme commenced in Victoria on 1 July 2008 and the scheme shall commence in any other State or Territory:
- (a) on the date which is two months after the date of its publication in the *Government Gazette* of that State or Territory; or
- (b) if the corresponding law of a State or Territory does not provide for the date of commencement of a scheme to be specified in the scheme, on a date specified or determined in accordance with the corresponding law of that State or Territory.

7. Duration

- (1) It is intended for the scheme to remain in force for a period of five years from its commencement in Victoria unless it is revoked, extended or ceases in accordance with Section 34 of the Act.

8. Territorial Application of the Scheme

- (1) The scheme is intended to operate as a scheme of Victoria, New South Wales, Queensland, South Australia, Western Australia, the Australian Capital Territory and the Northern Territory.
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South Australia

Administrative Arrangements (Administration of Marine Safety (Domestic Commercial Vessel) National Law (Application) Act) Proclamation 2013

under section 5 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Administration of Marine Safety (Domestic Commercial Vessel) National Law (Application) Act) Proclamation 2013*.

2—Commencement

This proclamation comes into operation on the day on which it is made.

3—Administration of Act committed to Minister for Transport and Infrastructure

The administration of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act 2013* is committed to the Minister for Transport and Infrastructure.

Made by the Governor

with the advice and consent of the Executive Council
on 27 June 2013

MTR13/018SC

South Australia

Administrative Arrangements (Transfer of Assets, Rights and Liabilities to TAFE SA) Proclamation 2013

under section 7 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Transfer of Assets, Rights and Liabilities to TAFE SA) Proclamation 2013*.

2—Commencement

This proclamation will come into operation on 1 July 2013.

3—Transfer of assets, rights and liabilities to TAFE SA

The assets, rights and liabilities of the Minister for Employment, Higher Education and Skills attributable to any contract or other instrument listed in Schedule 1, or attributable to any other contract or other instrument entered into for the purpose of supplementing, replacing, amending or novating any of the contracts or other instruments listed in that Schedule, are transferred to TAFE SA.

Schedule 1—Contracts and other instruments

	Description of contract or other instrument	Date of execution
1	Articulation Agreement with University of Southern Queensland	7 May 2011
2	Head Collaboration Agreement with University of Adelaide	15 July 2011
3	Head Collaboration Agreement with Charles Darwin University	15 July 2011
4	Head Collaboration Agreement with University of South Australia	15 July 2011
5	Head Collaboration Agreement with Flinders University	15 July 2011
6	Head Collaboration Agreement with Batchelor Institute of Indigenous Tertiary Education	7 February 2012
7	Head Collaboration Agreement with Deakin University	8 August 2012
8	Constitution of South Australian Tertiary Admissions Centre (3 instruments)	1 January 2011
9	Agreement for Overseas Student Recruitment Services with V & U Intellect Consultants Pvt Ltd	31 March 2012
10	Agreement for Overseas Student Recruitment Services with Duc Anh Advisory and Translation Com Ltd	31 March 2012
11	Agreement for Overseas Student Recruitment Services with Australian Visa & Student Services	31 March 2012
12	Agreement for Overseas Student Recruitment Services with Oceanic Consultants Pvt Ltd	31 March 2012
13	Agreement for Overseas Student Recruitment Services with AUG Global Network	31 March 2012
14	Agreement for Overseas Student Recruitment Services with Edlocate Pvt Ltd (Sri Lanka)	31 March 2012

	Description of contract or other instrument	Date of execution
15	Agreement for Overseas Student Recruitment Services with Aspirations Education	31 March 2012
16	Agreement for Overseas Student Recruitment Services with Market Management Services Sdn Bhd	30 July 2012
17	Agreement for Overseas Student Recruitment Services with Read Abroad - India	30 September 2012
18	Agreement for Overseas Student Recruitment Services with Styles Verfurth International - Philippines	31 March 2012
19	Agreement for Overseas Student Recruitment Services with Australian Centre - Brazil	30 September 2012
20	Agreement for Overseas Student Recruitment Services with Pt AMK-Jakarta	1 November 2012
21	Agreement for Overseas Student Recruitment Services with AMET Education	31 March 2012
22	Agreement for Overseas Student Recruitment Services with Academic Link Overseas Study	31 March 2012
23	Agreement for Overseas Student Recruitment Services with Ryugaku Journal Inc	31 March 2012
24	Agreement for Overseas Student Recruitment Services with TimeStudy Co Limited	31 March 2012
25	Agreement for Overseas Student Recruitment Services with New OZ Consulting	31 March 2012
26	Agreement for Overseas Student Recruitment Services with Century Ocean Pty Ltd	31 March 2012
27	Agreement for Overseas Student Recruitment Services with DOM Education Pty Ltd	31 March 2012
28	Agreement for Overseas Student Recruitment Services with Globe Education Centre	31 March 2012
29	Agreement for Overseas Student Recruitment Services with Australian Education Consultancy Ltd (AEC)	31 March 2012
30	Agreement for Overseas Student Recruitment Services with Education Overseas Academy	31 March 2012
31	Agreement for Overseas Student Recruitment Services with Interface International Education & Migration Consultancy	31 March 2012
32	Agreement for Overseas Student Recruitment Services with Neptune Educational Consultants	31 March 2012
33	Agreement for Overseas Student Recruitment Services with KAAISER International Private Ltd	31 March 2012
34	Agreement for Overseas Student Recruitment Services with Sonya International Education Centre	31 March 2012
35	Agreement for Overseas Student Recruitment Services with Education Planet Pvt Ltd	31 March 2012
36	Agreement for Overseas Student Recruitment Services with Edwise International	31 March 2012
37	Agreement for Overseas Student Recruitment Services with AEM International Service Centre Pty	31 March 2012
38	Agreement for Overseas Student Recruitment Services with Australian Migration & Education Solutions Pty Ltd	31 March 2012

	Description of contract or other instrument	Date of execution
39	Agreement for Overseas Student Recruitment Services with Oriental Migration & Education Center	31 March 2012
40	Agreement for Overseas Student Recruitment Services with Nichigo Support Services	31 March 2012
41	Agreement for Overseas Student Recruitment Services with Aoji International Education	31 March 2012
42	Agreement for Overseas Student Recruitment Services with IEN Globe Group	31 March 2012
43	Agreement for Overseas Student Recruitment Services with Han Terry Consultancy	31 March 2012
44	Agreement for Overseas Student Recruitment Services with Honew Consulting Group Pty Ltd	31 March 2012
45	Agreement for Overseas Student Recruitment Services with Latino Australia Education	31 March 2012
46	Agreement for Overseas Student Recruitment Services with Bada Education Centre	31 March 2012
47	Agreement for Overseas Student Recruitment Services with Hans Education Academy	31 March 2012
48	Agreement for Overseas Student Recruitment Services with International Student Exchange Services	31 March 2012
49	Agreement for Overseas Student Recruitment Services with Southern Hemisphere Overseas Study Centre	31 March 2012
50	Agreement for Overseas Student Recruitment Services with IAE Global	31 March 2012
51	Agreement for Overseas Student Recruitment Services with Access Academic Consultancy	31 March 2012
52	Agreement for Overseas Student Recruitment Services with DA DI Overseas Study	31 March 2012
53	Agreement for Overseas Student Recruitment Services with First Global Education	31 March 2012
54	Agreement for Overseas Student Recruitment Services with Hong Kong Overseas Study Centre	31 March 2012
55	Agreement for Overseas Student Recruitment Services with European Corner Pty Ltd	31 July 2012
56	Agreement for Overseas Student Recruitment Services with Arya Group Australia	31 July 2012
57	Agreement for Overseas Student Recruitment Services with Friendly World Education Services (FWES)	31 August 2012
58	Agreement for Overseas Student Recruitment Services with Kangaroo Education	31 August 2012
59	Agreement for Overseas Student Recruitment Services with CETA Worldwide Education	30 September 2012
60	Goods and Services Agreement for Provision of Cash Collection & Reconciliation Services with Linfox Armaguard	16 April 2007
61	Goods and Services Agreement for Provision of Overseas Student Health Cover with Australian Health Management (AHM)	2 June 2009
62	Goods and Services Agreement for Supply of Automotive Accessories and Associated Tooling Products with Bursons	11 June 2009

	Description of contract or other instrument	Date of execution
63	Learning Materials Agreement with Australian Remote & Rural Training Systems	22 September 2009
64	Old Resources Agreement with Australian Remote & Rural Training Systems	22 September 2009
65	Professional Services Agreement for TAFE SA e2e.net project with Graduate Programs Australia Pty Ltd	25 March 2010
66	Goods and Services Agreement for Supply of Steel and Metal Supplies with OneSteel Steel & Tube	11 April 2011
67	Goods and Services Agreement for a Blended Learning Systems & Trade Training Packages Regional with Training Systems Australia Pty Ltd	8 June 2011
68	Goods and Services Agreement for Engineering Equipment for Riverland Multi-Trade Training Centre - Berri Campus with Asset Plant & Machinery Pty Ltd	31 August 2011
69	Goods and Services Agreement for Waste Management Services for TAFE SA with Veolia Environmental Services (Australia) Pty Ltd	1 January 2012
70	Goods and Services Agreement for Professional Educational Interpreting Services with Royal South Australian Deaf Society Inc	8 May 2012
71	Goods and Services Agreement for Professional Educational Interpreting Services with Auslan Services	10 May 2012
72	Professional Services Agreement for Business Transformation Reporting for TAFE SA with PricewaterhouseCoopers Legal	2 April 2013
73	Professional Services Agreement for Financial Transformation Support for TAFE SA with PricewaterhouseCoopers Legal	2 April 2013
74	Professional Services Agreement for Foundation Skills Workforce Development Project with Anita Louise Roberts	16 May 2013
75	Joint Use Library Agreement for Berri Campus with Berri Barmera Council	1 January 1999
76	Joint Use Library Agreement for Kadina Campus with District Council of the Copper Coast	1 January 2010
78	Joint Use Library Agreement for Noarlunga Campus with City of Onkaparinga	1 January 2008
79	Land & Property Lease / Agreement for Tea Tree Gully Campus Car Park with Minister for Transport and Infrastructure	1 March 2013
80	Lease Agreement for Parafield Campus / Federal Airports Corporation Building 17 & 176 with Federal Airports Corporation	1 July 1991
81	Lease Agreement for Coober Pedy Campus / PIRSA with Department of Administrative & Information Services	7 March 2005
82	Lease Agreement for Mt Gambier Campus with Southern Cross	1 June 2007
83	Lease Out Agreement for Roseworthy Campus/Adelaide University Shinkel F3 Buildings with The University of Adelaide	1 July 2007
84	Lease In Agreement for Mount Barker Campus / DECD Adelaide Hills Vocational College with Department for Education and Child Development	1 January 2008
85	Shared Lease Agreement for Mount Gambier Campus / University of South Australia with University of South Australia	1 February 2008
86	Lease In Agreement for Mt Gambier Campus with University of South Australia	1 February 2008
87	Lease In Agreement for Pt Lincoln Campus with Australian Sports Commission	1 January 2009
88	Lease Out Agreement for Cleve Campus with Quinn GM & KC	1 June 2009

	Description of contract or other instrument	Date of execution
89	Lease Agreement for Port Pirie Campus with Department for Education and Child Development	1 August 2009
90	Lease Agreement for Elizabeth Campus G22 with Mission Australia	1 January 2010
91	Lease Agreement for Salisbury Campus with Salisbury & District Historical Society Inc	1 January 2010
92	Lease Agreement for Regency Campus with Le Cordon Bleu	1 April 2010
93	Lease Agreement for Port Augusta Campus with Department for Education and Child Development	12 April 2010
94	Lease Agreement for Elizabeth Campus with Community Bridging Services Inc	1 May 2010
95	Lease In Agreement for Port Pirie Campus with TRAX FM 105.1	1 June 2010
96	Lease In Agreement for Ceduna Campus with University of South Australia	1 July 2010
97	Lease In Agreement for Port Augusta Campus with University of South Australia	1 July 2010
98	Lease In Agreement for Port Lincoln Campus with University of South Australia	1 July 2010
99	Lease Out Agreement for Roseworthy Campus Adelaide University Seed Garden with The University of Adelaide	1 August 2010
100	Lease Agreement for Elizabeth Campus Building 20 with Mission Australia	10 January 2011
101	Lease Agreement for Kimba Campus Super Fund with Barry and Christine Lehmann	1 July 2011
102	Lease Agreement for Level 6 Renaissance Building English Language Services with Joefield Investment (Aust) Pty Ltd	1 July 2011
103	Lease Agreement for Port Pirie Campus with St John's Ambulance Aust SA Inc	1 July 2011
104	Lease Agreement for Regency Campus with International College of Hotel Management	1 January 2012
105	Lease Agreement for Naracoorte Campus Migrant Resource Centre of SA with Migrant Resource Centre of SA	27 February 2012
106	Lease In Agreement for Murray Bridge Campus with Statewide Group Training	1 July 2012
107	Lease Agreement for Noarlunga Campus with Flinders University of SA	1 December 2012
108	Lease Agreement for Gawler Campus with Regional Development Australia	7 January 2013
109	Lease Agreement for ARTS with Australian Network for Arts and Technology	25 March 2013
110	Lease Agreement for Parafield Campus Hanger 30 & Workshop with Federal Airports Corporation	12 April 2013
111	Licence Agreement for Non-exclusive Distribution and Streaming with Kanopy Pty Ltd	6 September 2012
112	Licence Agreement for Kadina Campus Car Park with District Council of the Copper Coast	24 March 2000
113	Licence Agreement for Mt Barker Campus Car Park with District Council of Mount Barker	1 January 2003
114	Licence Agreement for Salisbury Campus Car Park with Ann Street Salisbury Partnership	1 August 2008
115	Licence Agreement for Regency Campus ANZ Automatic Telling Machine with Australia & New Zealand Banking Group Ltd	26 September 2008

	Description of contract or other instrument	Date of execution
116	Licence Agreement for Naracoorte Campus Council Easement with Naracoorte Lucindale Council	28 January 2013
117	Licence Agreement for Naracoorte Campus with Naracoorte Lucindale Council	1 June 2013
118	Licence Agreement for Adelaide City Campus RediATM with Cuscal Ltd	1 July 2013
119	Licence Agreement for Regency Campus / Cuscal Ltd RediATM with Cuscal Ltd	1 July 2013
120	Property Agreement for Urrbrae Campus / Urrbrae High School with Department of Education & Children Services	1 July 2008
121	Property Agreement for Port Pirie Campus with Australian Sports Commission	1 January 2009
122	Property Agreement for Morphettville Campus with South Australian Jockey Club	11 May 2009
123	Property Agreement for Morphettville Campus / Sub Agreement with Thoroughbred Racing SA Ltd	11 May 2009
124	Property Agreement for Gilles Plains Campus with South Australian Dental Services	1 July 2009
125	Property Agreement for Gilles Plains Campus with Association of Wall & Ceiling Industries of SA	1 January 2010
126	Property Agreement for Roseworthy Campus State Wool Training Centre with The University of Adelaide	1 January 2011
127	Property Agreement for Gilles Plains Campus with Community Bridging Services Inc	1 July 2011
128	Property Agreement for Gilles Plains Campus with Duluxgroup (Australia) Pty Ltd	1 January 2013
129	Property Agreement for Whyalla Campus / Edward John Eyre High School with Department of Education & Children Services	4 March 2013
130	Property Agreement for Whyalla Campus with Sarah Parisi	29 April 2013
131	Tenancy and Cafeteria Services Agreement for Mt Gambier Campus Cafeteria with Posh Nosh	1 January 2005
132	Tenancy and Cafeteria Services Agreement for O'Halloran Hill Campus Cafeteria with G & M Calvanese	1 January 2008
133	Tenancy and Cafeteria Services Agreement for Noarlunga Campus Cafeteria with Anthony Vartuli	1 January 2008
134	Tenancy and Cafeteria Services Agreement for Adelaide City Campus Cafeteria with Aroma Leasing No. 2 Pty Ltd	1 January 2008
135	Tenancy and Cafeteria Services Agreement for ARTS Cafeteria with Aroma Leasing No. 2 Pty Ltd	1 January 2008
136	Tenancy and Cafeteria Services Agreement for Croydon Campus Cafeteria with Swan Gourmet Catering	1 January 2010
137	Tenancy and Cafeteria Services Agreement for Elizabeth Campus Cafeteria with Swan Gourmet Catering	1 January 2010
138	Tenancy and Cafeteria Services Agreement for Gilles Plains Campus Cafeteria with Swan Gourmet Catering	1 January 2010
139	Tenancy and Cafeteria Services Agreement for Mount Barker Campus with Erika Neumann	1 January 2010
140	Tenancy and Cafeteria Services Agreement for Port Adelaide Campus Cafeteria with Swan Gourmet Catering	1 January 2010

	Description of contract or other instrument	Date of execution
141	Tenancy and Cafeteria Services Agreement for Regency Campus Cafeteria with Alliance Catering	1 January 2010
142	Tenancy and Cafeteria Services Agreement for Salisbury Campus Cafeteria with Swan Gourmet Catering	1 January 2010
143	Tenancy and Cafeteria Services Agreement for Tea Tree Gully Campus Cafeteria with Swan Gourmet Catering	1 January 2010
144	Tenancy and Cafeteria Services Agreement for Marleston Campus Cafeteria with G & C Calvanese	14 January 2013

Made by the Governor

with the advice and consent of the Executive Council
on 27 June 2013

MEHES13/015CS

South Australia

Administrative Arrangements (Transfer of Land to Urban Renewal Authority) Proclamation 2013

under section 7 of the *Administrative Arrangements Act 1994*

1—Short title

This proclamation may be cited as the *Administrative Arrangements (Transfer of Land to Urban Renewal Authority) Proclamation 2013*.

2—Commencement

This proclamation will come into operation on 30 June 2013.

3—Transfer of certain land

The land defined by regulation under the *ASER (Restructure) Act 1997* as the Site, being land vested in the Minister for Transport and Infrastructure, is transferred to the Urban Renewal Authority established under the *Housing and Urban Development (Administrative Arrangements) Act 1995*.

Made by the Governor

with the advice and consent of the Executive Council
on 27 June 2013

MFI13/017CS

South Australia

Marine Safety (Domestic Commercial Vessel) National Law (Application) Act (Commencement) Proclamation 2013

1—Short title

This proclamation may be cited as the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act (Commencement) Proclamation 2013*.

2—Commencement of Act

The *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act 2013* (No 21 of 2013) will come into operation on 1 July 2013.

Made by the Governor

with the advice and consent of the Executive Council
on 27 June 2013

MTR13/018SC

South Australia

Tobacco Products Regulation (Exemption—Punk Rock) Proclamation 2013

under section 71 of the *Tobacco Products Regulation Act 1997*

1—Short title

This proclamation may be cited as the *Tobacco Products Regulation (Exemption—Punk Rock) Proclamation 2013*.

2—Commencement

This proclamation comes into operation on the day on which it is made.

3—Interpretation

In this proclamation—

Act means the *Tobacco Products Regulation Act 1997*;

prescribed period means the period commencing on 22 July 2013 and ending on 4 August 2013;

prescribed production means the stage production of *Punk Rock* produced by the Flinders University Drama Centre.

4—Application of proclamation

This proclamation applies to the following persons:

- (a) a person employed by, or in relation to, the prescribed production;
- (b) an occupier of the Black Box Studio at the Flinders University of South Australia, Sturt Road, Bedford Park;
- (c) an employer with the responsibility for a workplace consisting of the Black Box Studio in relation to the prescribed production.

5—Exemption from section 46 of the Act

- (1) A person to whom this proclamation applies is exempt from the operation of section 46 of the Act in relation to smoking occurring in the course of a performance or rehearsal of the prescribed production during the prescribed period.
- (2) An exemption under this clause is subject to the following conditions:
 - (a) smoking may only occur on a stage on which the prescribed production is being performed or rehearsed, or in a rehearsal room used in relation to the prescribed production;
 - (b) the area in which smoking may occur under the exemption must be well ventilated;
 - (c) the audience for a performance of the prescribed production must be warned that there will be smoking during the performance;
 - (d) a person may only smoke a tobacco product of a kind contemplated by paragraph (g) of the definition of *tobacco product* in section 4 of the Act.

- (3) If a person contravenes or fails to comply with a condition of an exemption specified in subclause (2), the exemption does not, while the contravention or non-compliance continues, operate in that person's favour.

Made by the Governor

with the advice and consent of the Executive Council
on 27 June 2013

HEAC-2013-00055

South Australia

Architectural Practice (General) Variation Regulations 2013

under the *Architectural Practice Act 2009*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Architectural Practice (General) Regulations 2010*

- 4 Variation of Regulation 6—Exceptions for certain titles and descriptions (section 41(e) of Act)
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Architectural Practice (General) Variation Regulations 2013*.

2—Commencement

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

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Architectural Practice (General) Regulations 2010*

4—Variation of Regulation 6—Exceptions for certain titles and descriptions (section 41(e) of Act)

Regulation 6—after "of" second occurring insert:

"architectural engineer",

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 27 June 2013

No 166 of 2013

12MHUD/0169

South Australia

Environment Protection (Waste Depot Levy) Variation Regulations 2013

under the *Environment Protection Act 1993*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Environment Protection Regulations 2009*

- 4 Variation of regulation 70—Waste depot levy (section 113)
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Environment Protection (Waste Depot Levy) Variation Regulations 2013*.

2—Commencement

These regulations will come into operation on 1 July 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Environment Protection Regulations 2009*

4—Variation of regulation 70—Waste depot levy (section 113)

- (1) Regulation 70(1)(a)(i)—delete "1.522 fee units" and substitute:
1.655 fee units
- (2) Regulation 70(1)(a)(ii)—delete "1.522 fee units" and substitute:
1.655 fee units
- (3) Regulation 70(1)(a)(iii)—delete "3.0435 fee units" and substitute:
3.31 fee units
- (4) Regulation 70(1)(b)—delete "0.65 fee units" and substitute:
0.9756 fee units

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 27 June 2013

No 167 of 2013

13MSECCS033

South Australia

Tobacco Products (Smoking Bans in Public Areas— Longer Term) Variation Regulations 2013

under the *Tobacco Products Regulation Act 1997*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Tobacco Products (Smoking Bans in Public Areas—Longer Term) Regulations 2012*

- 4 Variation of Regulation 4—Smoking ban—Royal Adelaide Show
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Tobacco Products (Smoking Bans in Public Areas—Longer Term) Variation Regulations 2013*.

2—Commencement

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

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Tobacco Products (Smoking Bans in Public Areas—Longer Term) Regulations 2012*

4—Variation of Regulation 4—Smoking ban—Royal Adelaide Show

- (1) Regulation 4(1)(a)(ii)—delete "(other than an area within 20 metres of a public entrance to the Royal Adelaide Show)" and substitute:
 - (other than an area designated under paragraph (b) as an area in which smoking is not permitted)
- (2) Regulation 4(1)(b)—delete paragraph (b) and substitute:
 - (b) any public area in the vicinity of a public entrance to the Royal Adelaide Show designated by the Society as an area in which smoking is not permitted.

- (3) Regulation 4(2), definition of *prescribed period*—delete the definition and substitute:

prescribed period means the period, in each year, from the first Friday in September to the second Saturday in September (inclusive);

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 27 June 2013

No 168 of 2013

HEAC-2013-00028

South Australia

Aquaculture (Fees) Variation Regulations 2013

under the *Aquaculture Act 2001*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Aquaculture Regulations 2005*

- 4 Substitution of Schedule 1
 - Schedule 1—Fees
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Aquaculture (Fees) Variation Regulations 2013*.

2—Commencement

These regulations will come into operation 1 July 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Aquaculture Regulations 2005*

4—Substitution of Schedule 1

Schedule 1—delete the Schedule and substitute:

Schedule 1—Fees

Fees relating to aquaculture leases

- 1 Application fee for variation of an aquaculture lease or its conditions (section 25A(5) of Act)—
 - (a) for a variation consisting of or involving—
 - (i) the substitution of the lease area (within or outside of an aquaculture zone) where at least 80% of the lease area will remain the same—
 - (A) if the corresponding licence relating to the lease authorises the farming of prescribed wild caught tuna \$2 191

	(B) in any other case	\$2 916
	(ii) the substitution of the lease area within an aquaculture zone (other than a variation of a kind referred to in subparagraph (i))—	
	(A) if the farming of prescribed wild caught tuna is a permitted class of aquaculture in the zone	\$2 537
	(B) in any other case	\$3 619
	(iii) the substitution of the lease area outside of an aquaculture zone (other than a variation of a kind referred to in subparagraph (i))	\$4 340
	(b) for a variation of any other kind	\$766
2	Application fee for consent to transfer a production lease (section 39(2) of Act)—	
	(a) for the transfer of 1 lease	\$669
	(b) for the transfer of each additional lease if the parties involved in the transfer are the same as for the first transfer	\$568
3	Application fee for division of a production lease area into separate lease areas (regulation 29)	\$937
4	Application fee for amalgamation of 2 or more production lease areas into a single lease area (regulation 30)	\$1 150
Fees relating to aquaculture licences		
5	Application fee for a corresponding licence (section 22(2d) of Act)—	
	(a) in the case of a corresponding licence within an aquaculture zone—	
	(i) administrative component	\$2 207
	(ii) advertising component	\$1 382
	(b) in the case of a corresponding licence outside of an aquaculture zone—	
	(i) administrative component	\$3 396
	(ii) advertising component	\$1 382
6	Application fee for a licence other than a corresponding licence (section 49 of Act)—	
	(a) for a low risk (<i>category A</i>) licence—	
	(i) administrative component	\$2 058
	(ii) advertising component	\$1 382
	(b) for a medium risk (<i>category B</i>) licence—	
	(i) administrative component	\$2 462
	(ii) advertising component	\$1 382
	(c) for a high risk (<i>category C</i>) licence—	
	(i) administrative component	\$3 881
	(ii) advertising component	\$1 382

7	Application fee for renewal of an aquaculture licence other than a corresponding licence (section 50A of Act)—	
	(a) for the renewal of 1 licence	\$669
	(b) for the renewal of each additional licence if the parties to the licence are the same as for the first renewal	\$608
	Note—	
	A corresponding licence is, under section 22(2b) of the Act, renewed on the renewal of the relevant lease without the requirement for an application.	
8	Application fee for variation of conditions of an aquaculture licence (section 52(6) of Act)—	
	(a) in the case of a corresponding licence—	
	(i) for a simple variation	\$1 356
	(ii) for a standard variation	\$1 793
	(iii) for a complex variation	\$3 396
	(b) in the case of a licence other than a corresponding licence—	
	(i) for a simple variation	\$594
	(ii) for a standard variation	\$697
	(iii) for a complex variation	\$1 783
9	Application fee for consent to transfer an aquaculture licence (section 55(4) of Act)—	
	(a) in the case of a corresponding licence—	
	(i) for the transfer of 1 licence	\$669
	(ii) for the transfer of each additional licence if the parties involved in the transfer are the same as for the first transfer	\$568
	(b) in the case of a licence other than a corresponding licence—	
	(i) for the transfer of 1 licence	\$669
	(ii) for the transfer of each additional licence if the parties involved in the transfer are the same as for the first transfer	\$568
10	Application fee for consent to surrender an aquaculture licence other than a corresponding licence (section 56(3)(c) of Act)	\$524
11	Application fee for division of a licence area into separate licence areas (regulation 31)	\$901
12	Application fee for amalgamation of 2 or more licence areas into a single licence area (regulation 32)	\$1 150
13	Annual fee for a corresponding licence (section 53(1) of Act) for the financial year 2013/14 and for each subsequent financial year—	
	(a) for an aquaculture licence to farm prescribed wild caught tuna	\$9 854

(b)	for an aquaculture licence to farm finfish other than prescribed wild caught tuna	\$3 733
(c)	for an aquaculture licence to farm abalone in a subtidal area	\$4 207
(d)	for an aquaculture licence to farm mussels in a subtidal area	\$2 105
(e)	for an aquaculture licence to farm molluscs (other than abalone and mussels) in a subtidal area	\$1 972
(f)	for an aquaculture licence to farm molluscs (including abalone, but not including oysters) in an intertidal area	\$1 938
(g)	for an aquaculture licence to farm oysters in an intertidal area	\$384 plus \$204 for each hectare (rounded to 2 decimal places) in the licence area
(h)	for an aquaculture licence to farm algae	\$1 799
(i)	for an aquaculture licence authorising the storage of sea cages	\$1 799
14	Annual fee for a licence other than a corresponding licence (section 53(1) of Act) for the financial year 2013/14 and for each subsequent financial year—	
(a)	for a low risk (<i>category A</i>) licence	\$530
(b)	for a medium risk (<i>category B</i>) licence—	
(i)	in the case of a licence authorising the carrying on of aquaculture on a navigable vessel as it operates within an area of State waters or the use of a farming structure designed to be transported by road or rail	\$1 655
(ii)	in any other case	\$1 655
(c)	for a high risk (<i>category C</i>) licence—	
(i)	in the case of a licence authorising the carrying on of aquaculture on a navigable vessel as it operates within an area of State waters or the use of a farming structure designed to be transported by road or rail	\$4 857
(ii)	in any other case	\$2 796
Miscellaneous fees		
15	Application fee for a notation on the register that a specified person has an interest in a lease or licence (section 80(2a) of Act)	\$172

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 27 June 2013

No 169 of 2013

13MAFF22CS

South Australia

Primary Produce (Food Safety Schemes) (Plant Products) Variation Regulations 2013

under the *Primary Produce (Food Safety Schemes) Act 2004*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Primary Produce (Food Safety Schemes) (Plant Products) Regulations 2010*

- 4 Variation of regulation 7—Compliance with Standard 4.2.6 of *Food Standards Code*
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Primary Produce (Food Safety Schemes) (Plant Products) Variation Regulations 2013*.

2—Commencement

These regulations will come into operation on 12 July 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Primary Produce (Food Safety Schemes) (Plant Products) Regulations 2010*

4—Variation of regulation 7—Compliance with Standard 4.2.6 of *Food Standards Code*

- (1) Regulation 7—delete "Standards 3.2.2 and 3.2.3" and substitute:
Standard 4.2.6
- (2) Regulation 7—delete "those Standards exclude" and substitute:
the Standard excludes
- (3) Regulation 7—delete "those Standards" and substitute:
that Standard

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 27 June 2013

No 170 of 2013

13MAFF19CS

South Australia

Fisheries Management (Fees) Variation Regulations 2013

under the *Fisheries Management Act 2007*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Fisheries Management (Fees) Regulations 2007*

- 4 Variation of Schedule 1—Fees
 - Division 1—Licence application and annual fees
 - Division 2—Registration application and annual fees

Part 3—Transitional provisions

- 5 Transitional provisions
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Fisheries Management (Fees) Variation Regulations 2013*.

2—Commencement

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

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Fisheries Management (Fees) Regulations 2007*

4—Variation of Schedule 1—Fees

Schedule 1, Part 1, Divisions 1 to 4—delete Divisions 1 to 4 and substitute:

Division 1—Licence application and annual fees

Application or annual fees payable for a fishery licence (section 54(1)(c) and 56(5)(a) of Act)

- 1 For a licence in respect of the Central Zone Abalone Fishery—

- (a) base fee

\$15 841.00

	(b)	additional fee for each abalone unit of the abalone quota entitlement under the licence	\$633.60
2		For a licence in respect of the Southern Zone Abalone Fishery—	
	(a)	base fee	\$13 418.00
	(b)	additional fee for each abalone unit of the abalone quota entitlement under the licence	\$238.45
3		For a licence in respect of the Western Zone Abalone Fishery—	
	(a)	base fee	\$14 224.00
	(b)	additional fee for each abalone unit of the abalone quota entitlement under the licence	\$517.25
4		For a licence in respect of the Blue Crab Fishery—	
	(a)	base fee	\$2 815.00
	(b)	additional fee for each blue crab unit of the blue crab quota entitlement under the licence	\$24.10
5		For a licence in respect of the Charter Boat Fishery	\$2 389.00
6		For a licence in respect of the Lakes and Coorong Fishery—	
	(a)	base fee	\$3 185.00
	(b)	additional fee—	
	(i)	for a gill net entitlement under the licence	\$1 496.00
	(ii)	for each gill net to be registered for use under the licence	\$145.10
	(iii)	for a pipi quota entitlement under the licence	\$2 639.00
	(iv)	for each pipi unit of the pipi quota entitlement under the licence	\$220.20
7		For a licence in respect of the Marine Scalefish Fishery or Restricted Marine Scalefish Fishery—	
	(a)	base fee—	
	(i)	for a cockle quota entitlement under the licence relating to the Coffin Bay cockle fishing zone	\$8 585.00
	(ii)	for a cockle quota entitlement under the licence relating to the Port River cockle fishing zone	\$4 938.00
	(iii)	for a cockle quota entitlement under the licence relating to the West Coast cockle fishing zone	\$8 585.00
	(iv)	if there is no cockle quota entitlement under the licence	\$4 938.00
	(b)	additional fee for each blue crab unit of the blue crab quota entitlement under the licence	\$26.50
	(c)	additional fee for each pipi unit of the pipi quota entitlement under the licence	\$220.20
	(d)	additional fee for each cockle unit of the cockle quota entitlement under the licence—	
	(i)	for a cockle quota entitlement relating to the Coffin Bay cockle fishing zone	\$58.90
	(ii)	for a cockle quota entitlement relating to the Port River cockle fishing zone	no fee

	(iii) for a cockle quota entitlement relating to the West Coast cockle fishing zone	\$34.25
8	For a licence in respect of the Miscellaneous Fishery with a giant crab quota entitlement—	
	(a) base fee	\$3 571.00
	(b) additional fee for each giant crab unit of the giant crab quota entitlement under the licence	\$19.65
9	For a licence in respect of the Miscellaneous Fishery without a giant crab quota entitlement—	
	(a) base fee	\$3 571.00
	(b) additional fee if the licence authorises the taking of aquatic resources in the Lake Eyre Basin	\$18 113.00
	(c) additional fee if a prescribed fishing activity (as defined in the <i>Fisheries Management (Vessel Monitoring Scheme) Regulations 2007</i>) is to be engaged in under the licence	\$900.00
10	For a licence in respect of the Gulf St Vincent Prawn Fishery	no fee
11	For a licence in respect of the Spencer Gulf Prawn Fishery	\$25 864.00
12	For a licence in respect of the West Coast Prawn Fishery	\$25 998.00
13	For a licence in respect of the River Fishery	\$200.00
14	For a licence in respect of the Northern Zone Rock Lobster Fishery subject to a condition limiting the holder of the licence to the taking of Southern Rocklobster, Octopus and Giant Crab—	
	(a) base fee	\$3 688.00
	(b) additional fee for each rock lobster unit of the rock lobster quota entitlement under the licence	\$19.80
	(c) additional fee for each giant crab unit of the giant crab quota entitlement under the licence	\$19.65
	(d) additional fee if the licence is subject to a condition limiting the number of Giant Crab that may be taken on each boat trip	\$11.55
15	For a licence in respect of the Northern Zone Rock Lobster Fishery subject to a condition limiting the holder to the taking of Southern Rocklobster, Octopus and Giant Crab and limiting the holder to the taking of aquatic resources of a class (other than Octopus or Giant Crab) prescribed by Schedule 1 of the <i>Fisheries Management (Rock Lobster Fisheries) Regulations 2006</i> for the purpose of bait only—	
	(a) base fee	\$4 188.00
	(b) additional fee for each rock lobster unit of the rock lobster quota entitlement under the licence	\$19.80
	(c) additional fee for each giant crab unit of the giant crab quota entitlement under the licence	\$19.65
	(d) additional fee if the licence is subject to a condition limiting the number of Giant Crab that may be taken on each boat trip	\$11.55

- 16 For a licence in respect of the Northern Zone Rock Lobster Fishery not subject to a condition limiting the classes of aquatic resources that may be taken or the purpose for which aquatic resources may be taken—
- | | | |
|-----|---|------------|
| (a) | base fee | \$5 953.00 |
| (b) | additional fee for each rock lobster unit of the rock lobster quota entitlement under the licence | \$19.80 |
| (c) | additional fee for each giant crab unit of the giant crab quota entitlement under the licence | \$19.65 |
| (d) | additional fee if the licence is subject to a condition limiting the number of Giant Crab that may be taken on each boat trip | \$11.55 |
- 17 For a licence in respect of the Southern Zone Rock Lobster Fishery subject to a condition limiting the holder of the licence to the taking of Southern Rocklobster, Octopus and Giant Crab—
- | | | |
|-----|---|------------|
| (a) | base fee | \$5 049.00 |
| (b) | additional fee for each rock lobster pot of the rock lobster pot entitlement under the licence | \$162.65 |
| (c) | additional fee for each giant crab unit of the giant crab quota entitlement under the licence | \$19.65 |
| (d) | additional fee if the licence is subject to a condition limiting the number of Giant Crab that may be taken on each boat trip | \$11.55 |
- 18 For a licence in respect of the Southern Zone Rock Lobster Fishery subject to a condition limiting the holder to the taking of Southern Rocklobster, Octopus and Giant Crab and limiting the holder to the taking of aquatic resources of a class (other than Octopus or Giant Crab) prescribed by Schedule 1 of the *Fisheries Management (Rock Lobster Fisheries) Regulations 2006* for the purpose of bait only—
- | | | |
|-----|---|------------|
| (a) | base fee | \$5 549.00 |
| (b) | additional fee for each rock lobster pot of the rock lobster pot entitlement under the licence | \$162.65 |
| (c) | additional fee for each giant crab unit of the giant crab quota entitlement under the licence | \$19.65 |
| (d) | additional fee if the licence is subject to a condition limiting the number of Giant Crab that may be taken on each boat trip | \$11.55 |
- 19 For a licence in respect of the Southern Zone Rock Lobster Fishery not subject to a condition limiting the classes of aquatic resources that may be taken or the purpose for which aquatic resources may be taken—
- | | | |
|-----|---|------------|
| (a) | base fee | \$7 314.00 |
| (b) | additional fee for each rock lobster pot of the rock lobster pot entitlement under the licence | \$162.65 |
| (c) | additional fee for each giant crab unit of the giant crab quota entitlement under the licence | \$19.65 |
| (d) | additional fee if the licence is subject to a condition limiting the number of Giant Crab that may be taken on each boat trip | \$11.55 |

Division 2—Registration application and annual fees

Application or annual fees for the registration of a device under a fishery licence (section 54(1)(c) and 56(5)(a) of Act)

20	For registration of 1 or more swinger nets to be used under a licence in respect of the Lakes and Coorong Fishery	no fee
21	For registration of 1 or more fish nets (other than swinger nets) under a licence in respect of the Lakes and Coorong Fishery under which the holder may take aquatic resources prescribed in Schedule 1 of the <i>Fisheries Management (Marine Scalefish Fisheries) Regulations 2006</i>	\$2 265.00
22	For registration of 1 or more fish nets under a licence in respect of the Northern Zone Rock Lobster Fishery or Southern Zone Rock Lobster Fishery	\$2 265.00
23	For registration of 1 or more sardine nets under a licence in respect of the Marine Scalefish Fishery	\$43 668.00
24	For registration of 1 or more fish nets (other than sardine nets) under a licence in respect of the Marine Scalefish Fishery, Restricted Marine Scalefish Fishery or Miscellaneous Fishery	\$4 529.00
25	For registration of 1 or more sand crab pots under a licence in respect of the Marine Scalefish Fishery	no fee
26	For registration of a fish net used solely to take fish for bait provided that the bait is not for sale	no fee

Application fees payable by an applicant for the registration of a boat under a fishery licence (section 54(1)(c) of Act)

27	On application for registration of a boat under a licence in respect of the Charter Boat Fishery—	
	(a) if the certificate of survey in force in respect of the boat specifies that the boat may carry up to unberthed 6 passengers	\$597.25
	(b) if the certificate of survey in force in respect of the boat specifies that the boat may carry up to unberthed 12 passengers	\$1 194.00
	(c) if the certificate of survey in force in respect of the boat specifies that the boat may carry more than unberthed 12 passengers	\$2 389.00

Part 3—Transitional provisions

5—Transitional provisions

- (1) The licence and registration application fees prescribed by Schedule 1 Divisions 1 and 2 of the *Fisheries Management (Fees) Regulations 2007*, as substituted by these regulations, apply where a licence or registration is to take effect on or after 1 July 2013.
- (2) The licence and registration annual fees prescribed by Schedule 1 Divisions 1 and 2 of the *Fisheries Management (Fees) Regulations 2007*, as substituted by these regulations, apply in respect of the period of 12 months commencing on 1 July 2013.

- (3) Despite regulation 4 of these regulations—
- (a) the licence and registration application fees prescribed by Schedule 1 Divisions 1 and 2 of the *Fisheries Management (Fees) Regulations 2007*, as in force immediately before the commencement of these regulations, continue to apply where a licence or registration is to take effect before 1 July 2013;
 - (b) the licence and registration annual fees prescribed by Schedule 1 Divisions 3 and 4 of the *Fisheries Management (Fees) Regulations 2007*, as in force immediately before the commencement of these regulations, continue to apply in respect of the period of 12 months that commenced on 1 July 2012.

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 27 June 2013

No 171 of 2013

13MAFF0021CS

South Australia

Rail Safety National Law National Regulations (Fees) Variation Regulations 2013

under the *Rail Safety National Law (South Australia) Act 2012*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Rail Safety National Law National Regulations 2012*

- 4 Variation of Schedule 3—Fees
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Rail Safety National Law National Regulations (Fees) Variation Regulations 2013*.

2—Commencement

These regulations will come into operation on 1 July 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Rail Safety National Law National Regulations 2012*

4—Variation of Schedule 3—Fees

- (1) Schedule 3—before its present contents insert:

Part 1—Application fees

(2) Schedule 3—after its present contents (as varied by subregulation (1)) insert:

Part 2—Annual fees

1—Annual fees

- (1) Pursuant to section 76(1) of the Law, the annual fee payable by an accredited person in respect of a financial year is to be calculated by adding the fixed component (F) to the relevant variable component (V) for each of the jurisdictions in which the accredited person carries out railway operations. For example, if the accredited person carries out railway operations in 4 jurisdictions in a financial year, the annual fee payable in respect of that year would be calculated as follows:

$$A = F + V_{\text{jurisdiction 1}} + V_{\text{jurisdiction 2}} + V_{\text{jurisdiction 3}} + V_{\text{jurisdiction 4}}$$

where—

A is the annual fee

F is the fixed component (\$15 000) of the annual fee

Note—

If an accredited person is both a rail infrastructure manager and a rolling stock operator, the fixed component of the annual fee is payable only once in respect of each financial year.

V , in respect of a particular jurisdiction, is the variable component of the annual fee (see explanation and formula set out below as to how to calculate the variable component)

The variable component (V), in respect of each jurisdiction in which the accredited person carries out railway operations, is the product of the relevant rates as set out in the table below and either (or both) of the following as relevant:

- (a) in the case of an accredited person who is a rail infrastructure manager—the number of kilometres of track over which the manager has effective management and control within the jurisdiction;
- (b) in the case of an accredited person who is a rolling stock operator—the number of kilometres travelled within the jurisdiction by trains over which the operator has effective management and control,

and is to be calculated as follows:

$$V_{\text{jurisdiction}} = (T \times R_T) + (t \times R_t)$$

where—

V , in respect of a particular jurisdiction, is the variable component of the annual fee

T is the kilometres of track managed by a rail infrastructure manager

R_T is equal to the rate per kilometre of track managed by a rail infrastructure manager

t is the kilometres travelled by trains of a rolling stock operator

R_t is equal to the rate per kilometre travelled by trains of a rolling stock operator

	ACT	NSW	NT	SA	TAS	VIC
Rate per kilometre of track managed by a rail infrastructure manager (\$/km) (R_t)	90.19	90.19	28.99	100.33	54.52	31.71
Rate per kilometre travelled by trains of a rolling stock operator (\$/km) (R_t)	0.033	0.033	0.069	0.061	0.106	0.011

- (2) Pursuant to section 95(1) of the Law, the annual fee payable by a registered person is \$500 (regardless of the number of private sidings in respect of which the person is registered and the participating jurisdiction or participating jurisdictions in which the private sidings are located).
- (3) For the purposes of section 76(2) and 95(2) of the Law, the prescribed date for the payment of annual fees is 31 October in each year.
- (4) For the purposes of section 76(4)(d) and 95(4)(d) of the Law, an additional fee of an amount equivalent to 15% of the annual fee is payable if the annual fee is not paid on or before the prescribed date.

Made by the Governor

on the unanimous recommendation of the responsible Ministers and with the advice and consent of the Executive Council
on 27 June 2013

No 172 of 2013

MTR13/016SC

South Australia

Land Tax Variation Regulations 2013

under the *Land Tax Act 1936*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Land Tax Regulations 2010*

- 4 Variation of regulation 6—Prescribed associations and exemptions (section 4 of Act)
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Land Tax Variation Regulations 2013*.

2—Commencement

These regulations will come into operation at midnight on 30 June 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Land Tax Regulations 2010*

4—Variation of regulation 6—Prescribed associations and exemptions (section 4 of Act)

Regulation 6—after subregulation (1) insert:

- (1a) For the purposes of section 4(1)(k)(viii) of the Act, but subject to subregulation (1b), an association is of a prescribed kind if it holds land wholly or mainly for the purpose of providing services or support to the community, or a sector of the community, in relation to literature, science, languages, the arts or the preservation of historical, traditional or cultural heritage, or for a similar purpose.
- (1b) An association is not of a prescribed kind for the purposes of section 4(1)(k)(viii) of the Act if—
 - (a) the objects of the association include the making of a pecuniary profit; or

- (b) the activities of the association are not consistent with its objects or cause detriment to the community generally or to a sector of the community.

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 27 June 2013

No 173 of 2013

T&F13/035CS

South Australia

Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013

under the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act 2013*

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1—Short title

These regulations may be cited as the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Regulations 2013*.

2—Commencement

These regulations will come into operation on 1 July 2013.

3—Interpretation

- (1) In these regulations, unless the contrary intention appears—

Act means the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act 2013*;

CE has the same meaning as in the *Harbours and Navigation Act 1993*.

- (2) For the purposes of this Schedule—

- (a) when calculating a fee or levy expressed as an amount per metre, part of a metre is to be regarded as a metre; and
- (b) when calculating a fee expressed as an amount per hour, part of an hour is to be regarded as an hour; and
- (c) an observation vessel is to be regarded as a Class 3 vessel.

4—Fees payable in this State under Commonwealth domestic commercial vessel national law and applied provisions

- (1) The fees payable to this State in relation to things done under the Commonwealth domestic commercial vessel national law (as that law applies as a law of the Commonwealth), or under the applied provisions, by a delegate of the National Regulator, or an accredited person, who is an officer or employee of this State or an agency of this State are as set out in Schedule 1.
- (2) For the purposes of Schedule 1, an assessment fee payable in respect of certificates of competency—
 - (a) may only be charged in relation to—
 - (i) if the application requires assessment of a task book only—that assessment; or
 - (ii) if the application requires assessment of qualifying sea service only—that assessment; or
 - (iii) if the application requires assessment of both a task book and qualifying sea service—both assessments; and
 - (b) in any event, cannot exceed an amount determined by the CE (after taking into account the costs associated with assessments of the relevant kinds) and published in the Gazette.

5—Waiver etc of fees

- (1) The CE may waive, remit or reduce a fee payable by a person if the CE considers the circumstances of the particular case justify the waiver, remission or reduction.
- (2) The CE may allow a person to pay a fee in instalments.

Schedule 1—Fees

Fee Description	Fee
Fees relating to certificates of operation	
Application for issue or variation of certificate of operation—	
(a) for human-powered and sail vessels equal to or less than 5 metres in length	\$31.00
(b) for motorised vessels equal to or less than 5 metres in length	\$77.00
(c) for all other vessels	\$129.00
Assessment of vessel not in survey	\$161.00 per hour
Cost of travel to the vessel or operator's preferred or required location	reasonable travel costs incurred (including travel time)
Assessment or audit of safety management system	\$161.00 per hour
Issue of replacement certificate of operation	\$129.00

Fee Description	Fee
Fees relating to certificates of competency	
Application for certificate of competency (first attempt at oral examination)—	
(a) General Purpose Hand NC	\$129.00 plus an assessment fee of \$62.00 per hour
(b) Coxswain Grade 2 NC	\$308.00 plus an assessment fee of \$62.00 per hour
(c) Coxswain Grade 1 NC	\$477.00 plus an assessment fee of \$62.00 per hour
(d) Master <24m NC	\$714.00 plus an assessment fee of \$62.00 per hour
(e) Master (Inland waters)	\$596.00 plus an assessment fee of \$62.00 per hour
(f) Master <35m NC	\$814.00 plus an assessment fee of \$62.00 per hour
(g) Mate <80m NC	\$814.00 plus an assessment fee of \$62.00 per hour
(h) Master <80m NC	\$830.00 plus an assessment fee of \$62.00 per hour
(i) Marine Engine Driver Grade 3 NC	\$335.00 plus an assessment fee of \$62.00 per hour
(j) Marine Engine Driver Grade 2 NC	\$551.00 plus an assessment fee of \$62.00 per hour
(k) Marine Engine Driver Grade 1 NC	\$619.00 plus an assessment fee of \$62.00 per hour
(l) Engineer Class 3 NC	\$730.00 plus an assessment fee of \$62.00 per hour
Application for certificate of competency (second or subsequent attempt at oral examination)—	
(a) Coxswain Grade 2 NC	\$47.00 plus an assessment fee of \$62.00 per hour
(b) Coxswain Grade 1 NC	\$142.00 plus an assessment fee of \$62.00 per hour
(c) Master <24m NC	\$237.00 plus an assessment fee of \$62.00 per hour
(d) Master (Inland waters)	\$237.00 plus an assessment fee of \$62.00 per hour
(e) Master <35m NC	\$310.00 plus an assessment fee of \$62.00 per hour
(f) Mate<80m NC	\$310.00 plus an assessment fee of \$62.00 per hour
(g) Master <80m NC	\$363.00 plus an assessment fee of \$62.00 per hour
(h) Marine Engine Driver Grade 3 NC	\$99.00 plus an assessment fee of \$62.00 per hour

Fee Description	Fee
(i) Marine Engine Driver Grade 2 NC	\$124.00 plus an assessment fee of \$62.00 per hour
(j) Marine Engine Driver Grade 1 NC	\$190.00 plus an assessment fee of \$62.00 per hour
(k) Engineer Class 3	\$310.00 plus an assessment fee of \$62.00 per hour
Cost of travel for purposes of oral examination	reasonable travel costs incurred (including travel time)
Renewal of a certificate of competency	\$33.00
Re-validation of certificate of competency	\$129.00
Issue of replacement or variation of certificate of competency	\$129.00
Fees relating to certificates of survey	
Application for certificate of survey or consent to structural alteration to hull or material alteration to equipment (not including hire and drive houseboats)—	
(a) for initial certificate of survey, according to length of vessel as follows:	
(i) not more than 5 m	\$752.00
(ii) more than 5 m but not more than 6 m	\$879.00
(iii) more than 6 m but not more than 7 m	\$1,011.00
(iv) more than 7 m but not more than 8 m	\$1,148.00
(v) more than 8 m but not more than 9 m	\$1,288.00
(vi) more than 9 m but not more than 10 m	\$1,431.00
(vii) more than 10 m but not more than 11 m	\$1,577.00
(viii) more than 11 m but not more than 12 m	\$1,724.00
(ix) more than 12 m but not more than 13 m	\$1,877.00
(x) more than 13 m but not more than 14 m	\$2,030.00
(xi) more than 14 m but not more than 15 m	\$2,188.00
(xii) more than 15 m but not more than 16 m	\$2,345.00
(xiii) more than 16 m but not more than 17 m	\$2,505.00
(xiv) more than 17 m but not more than 18 m	\$2,669.00
(xv) more than 18 m but not more than 19 m	\$2,834.00
(xvi) more than 19 m but not more than 20 m	\$2,999.00
(xvii) more than 20 m but not more than 21 m	\$3,167.00
(xviii) more than 21 m but not more than 22 m	\$3,336.00
(xix) more than 22 m but not more than 23 m	\$3,508.00
(xx) more than 23 m but not more than 24 m	\$3,680.00
(xxi) more than 24 m but not more than 25 m	\$3,856.00
(xxii) more than 25 m but not more than 26 m	\$4,032.00

Fee Description	Fee
(xxiii) more than 26 m but not more than 27 m	\$4,211.00
(xxiv) more than 27 m but not more than 28 m	\$4,387.00
(xxv) more than 28 m but not more than 29 m	\$4,568.00
(xxvi) more than 29 m but not more than 30 m	\$4,749.00
(xxvii) more than 30 m but not more than 31 m	\$4,933.00
(xxviii) more than 31 m but not more than 32 m	\$5,115.00
(xxix) more than 32 m but not more than 33 m	\$5,300.00
(xxx) more than 33 m but not more than 34 m	\$5,487.00
(xxx1) more than 34 m but not more than 35 m	\$5,674.00
(xxx2) more than 35 m but not more than 36 m	\$5,863.00
(xxx3) more than 36 m but not more than 37 m	\$6,053.00
(xxx4) more than 37 m but not more than 38 m	\$6,244.00
(xxx5) more than 38 m but not more than 39 m	\$6,435.00
(xxx6) more than 39 m but not more than 40 m	\$6,629.00
(xxx7) more than 40 m but not more than 41 m	\$6,823.00
(xxx8) more than 41 m but not more than 42 m	\$7,018.00
(xxx9) more than 42 m but not more than 43 m	\$7,213.00
(xl) more than 43 m but not more than 44 m	\$7,410.00
(xli) more than 44 m but not more than 45 m	\$7,609.00
(xlii) more than 45 m but not more than 46 m	\$7,806.00
(xliii) more than 46 m but not more than 47 m	\$8,006.00
(xliv) more than 47 m but not more than 48 m	\$8,205.00
(xlv) more than 48 m but not more than 49 m	\$8,409.00
(xlvi) more than 49 m	\$8,610.00
(xlvii) more than 50 m	\$8,610.00 plus \$161.00 per metre for every metre above 50 metres
(b) for subsequent certificate of survey (being a first visit, in-water survey where vessel has not been surveyed by classification society), according to length of vessel as follows:	
(i) not more than 5 m	\$367.00
(ii) more than 5 m but not more than 6 m	\$437.00
(iii) more than 6 m but not more than 7 m	\$505.00
(iv) more than 7 m but not more than 8 m	\$576.00
(v) more than 8 m but not more than 9 m	\$647.00
(vi) more than 9 m but not more than 10 m	\$719.00
(vii) more than 10 m but not more than 11 m	\$792.00
(viii) more than 11 m but not more than 12 m	\$866.00
(ix) more than 12 m but not more than 13 m	\$940.00

Fee Description	Fee
(x) more than 13 m but not more than 14 m	\$1,015.00
(xi) more than 14 m but not more than 15 m	\$1,091.00
(xii) more than 15 m but not more than 16 m	\$1,166.00
(xiii) more than 16 m but not more than 17 m	\$1,242.00
(xiv) more than 17 m but not more than 18 m	\$1,318.00
(xv) more than 18 m but not more than 19 m	\$1,397.00
(xvi) more than 19 m but not more than 20 m	\$1,475.00
(xvii) more than 20 m but not more than 21 m	\$1,551.00
(xviii) more than 21 m but not more than 22 m	\$1,632.00
(xix) more than 22 m but not more than 23 m	\$1,709.00
(xx) more than 23 m but not more than 24 m	\$1,788.00
(xxi) more than 24 m but not more than 25 m	\$1,869.00
(xxii) more than 25 m but not more than 26 m	\$1,948.00
(xxiii) more than 26 m but not more than 27 m	\$2,028.00
(xxiv) more than 27 m but not more than 28 m	\$2,108.00
(xxv) more than 28 m but not more than 29 m	\$2,189.00
(xxvi) more than 29 m but not more than 30 m	\$2,269.00
(xxvii) more than 30 m but not more than 31 m	\$2,351.00
(xxviii) more than 31 m but not more than 32 m	\$2,432.00
(xxix) more than 32 m but not more than 33 m	\$2,514.00
(xxx) more than 33 m but not more than 34 m	\$2,598.00
(xxxi) more than 34 m but not more than 35 m	\$2,677.00
(xxxii) more than 35 m but not more than 36 m	\$2,760.00
(xxxiii) more than 36 m but not more than 37 m	\$2,843.00
(xxxiv) more than 37 m but not more than 38 m	\$2,925.00
(xxxv) more than 38 m but not more than 39 m	\$3,009.00
(xxxvi) more than 39 m but not more than 40 m	\$3,092.00
(xxxvii) more than 40 m but not more than 41 m	\$3,177.00
(xxxviii) more than 41 m but not more than 42 m	\$3,259.00
(xxxix) more than 42 m but not more than 43 m	\$3,344.00
(xl) more than 43 m but not more than 44 m	\$3,428.00
(xli) more than 44 m but not more than 45 m	\$3,511.00
(xlii) more than 45 m but not more than 46 m	\$3,597.00
(xliii) more than 46 m but not more than 47 m	\$3,680.00
(xliv) more than 47 m but not more than 48 m	\$3,767.00
(xlv) more than 48 m but not more than 49 m	\$3,850.00
(xlvi) more than 49 m	\$3,936.00

Fee Description	Fee
(xlvii) more than 50 m	\$3,936.00 plus \$161.00 per metre for every metre above 50 metres
(c) for subsequent certificate of survey (being a first visit, out-of-water survey where vessel has not been surveyed by classification society), according to length of vessel as follows:	
(i) not more than 5 m	\$404.00
(ii) more than 5 m but not more than 6 m	\$479.00
(iii) more than 6 m but not more than 7 m	\$555.00
(iv) more than 7 m but not more than 8 m	\$633.00
(v) more than 8 m but not more than 9 m	\$712.00
(vi) more than 9 m but not more than 10 m	\$791.00
(vii) more than 10 m but not more than 11 m	\$870.00
(viii) more than 11 m but not more than 12 m	\$953.00
(ix) more than 12 m but not more than 13 m	\$1,033.00
(x) more than 13 m but not more than 14 m	\$1,118.00
(xi) more than 14 m but not more than 15 m	\$1,200.00
(xii) more than 15 m but not more than 16 m	\$1,282.00
(xiii) more than 16 m but not more than 17 m	\$1,367.00
(xiv) more than 17 m but not more than 18 m	\$1,450.00
(xv) more than 18 m but not more than 19 m	\$1,537.00
(xvi) more than 19 m but not more than 20 m	\$1,621.00
(xvii) more than 20 m but not more than 21 m	\$1,708.00
(xviii) more than 21 m but not more than 22 m	\$1,794.00
(xix) more than 22 m but not more than 23 m	\$1,880.00
(xx) more than 23 m but not more than 24 m	\$1,966.00
(xxi) more than 24 m but not more than 25 m	\$2,054.00
(xxii) more than 25 m but not more than 26 m	\$2,142.00
(xxiii) more than 26 m but not more than 27 m	\$2,231.00
(xxiv) more than 27 m but not more than 28 m	\$2,320.00
(xxv) more than 28 m but not more than 29 m	\$2,408.00
(xxvi) more than 29 m but not more than 30 m	\$2,496.00
(xxvii) more than 30 m but not more than 31 m	\$2,584.00
(xxviii) more than 31 m but not more than 32 m	\$2,675.00
(xxix) more than 32 m but not more than 33 m	\$2,766.00
(xxx) more than 33 m but not more than 34 m	\$2,856.00
(xxxii) more than 34 m but not more than 35 m	\$2,946.00
(xxxiii) more than 35 m but not more than 36 m	\$3,036.00
(xxxiii) more than 36 m but not more than 37 m	\$3,127.00

Fee Description	Fee
(xxxiv) more than 37 m but not more than 38 m	\$3,219.00
(xxxv) more than 38 m but not more than 39 m	\$3,311.00
(xxxvi) more than 39 m but not more than 40 m	\$3,402.00
(xxxvii) more than 40 m but not more than 41 m	\$3,493.00
(xxxviii) more than 41 m but not more than 42 m	\$3,586.00
(xxxix) more than 42 m but not more than 43 m	\$3,677.00
(xl) more than 43 m but not more than 44 m	\$3,770.00
(xli) more than 44 m but not more than 45 m	\$3,843.00
(xlii) more than 45 m but not more than 46 m	\$3,956.00
(xliii) more than 46 m but not more than 47 m	\$4,049.00
(xliv) more than 47 m but not more than 48 m	\$4,144.00
(xlv) more than 48 m but not more than 49 m	\$4,236.00
(xlvi) more than 49 m	\$4,329.00
(xlvii) more than 50 m	\$4,329.00 plus \$161.00 per metre for every metre above 50 metres
(d) for subsequent certificate of survey (being a first visit, combined in- and out-of-water survey where vessel has not been surveyed by classification society), according to length of vessel as follows:	
(i) not more than 5 m	\$537.00
(ii) more than 5 m but not more than 6 m	\$637.00
(iii) more than 6 m but not more than 7 m	\$739.00
(iv) more than 7 m but not more than 8 m	\$843.00
(v) more than 8 m but not more than 9 m	\$947.00
(vi) more than 9 m but not more than 10 m	\$1,052.00
(vii) more than 10 m but not more than 11 m	\$1,158.00
(viii) more than 11 m but not more than 12 m	\$1,267.00
(ix) more than 12 m but not more than 13 m	\$1,374.00
(x) more than 13 m but not more than 14 m	\$1,486.00
(xi) more than 14 m but not more than 15 m	\$1,595.00
(xii) more than 15 m but not more than 16 m	\$1,706.00
(xiii) more than 16 m but not more than 17 m	\$1,818.00
(xiv) more than 17 m but not more than 18 m	\$1,929.00
(xv) more than 18 m but not more than 19 m	\$2,044.00
(xvi) more than 19 m but not more than 20 m	\$2,156.00
(xvii) more than 20 m but not more than 21 m	\$2,271.00
(xviii) more than 21 m but not more than 22 m	\$2,387.00
(xix) more than 22 m but not more than 23 m	\$2,500.00
(xx) more than 23 m but not more than 24 m	\$2,615.00

Fee Description	Fee
(xxi) more than 24 m but not more than 25 m	\$2,732.00
(xxii) more than 25 m but not more than 26 m	\$2,849.00
(xxiii) more than 26 m but not more than 27 m	\$2,967.00
(xxiv) more than 27 m but not more than 28 m	\$3,085.00
(xxv) more than 28 m but not more than 29 m	\$3,203.00
(xxvi) more than 29 m but not more than 30 m	\$3,320.00
(xxvii) more than 30 m but not more than 31 m	\$3,437.00
(xxviii) more than 31 m but not more than 32 m	\$3,558.00
(xxix) more than 32 m but not more than 33 m	\$3,678.00
(xxx) more than 33 m but not more than 34 m	\$3,799.00
(xxxi) more than 34 m but not more than 35 m	\$3,918.00
(xxxii) more than 35 m but not more than 36 m	\$4,039.00
(xxxiii) more than 36 m but not more than 37 m	\$4,159.00
(xxxiv) more than 37 m but not more than 38 m	\$4,281.00
(xxxv) more than 38 m but not more than 39 m	\$4,404.00
(xxxvi) more than 39 m but not more than 40 m	\$4,525.00
(xxxvii) more than 40 m but not more than 41 m	\$4,645.00
(xxxviii) more than 41 m but not more than 42 m	\$4,770.00
(xxxix) more than 42 m but not more than 43 m	\$4,890.00
(xl) more than 43 m but not more than 44 m	\$5,014.00
(xli) more than 44 m but not more than 45 m	\$5,111.00
(xlii) more than 45 m but not more than 46 m	\$5,262.00
(xliii) more than 46 m but not more than 47 m	\$5,385.00
(xliv) more than 47 m but not more than 48 m	\$5,512.00
(xlv) more than 48 m but not more than 49 m	\$5,634.00
(xlvi) more than 49 m	\$5,758.00
(xlvii) more than 50 m	\$5758.00 plus \$161.00 per metre for every metre above 50 metres
(e) for subsequent certificate of survey (being a second or subsequent visit for vessel that has not been surveyed by classification society)	\$161.00 per hour
(f) for subsequent certificate of survey (where vessel has been surveyed by classification society)	\$161.00 per hour
(g) for survey of alterations or repairs to vessel	\$161.00 per hour
(h) for non-attendance by owner of vessel or agent at survey—	
(i) for initial survey	50% of relevant survey fee
(ii) for subsequent survey—	
• in the case of a first visit	50% of relevant survey fee

Fee Description	Fee
• in the case of a second or subsequent visit	\$302.00
(iii) of alterations or repairs to vessel	\$302.00
(i) for examination and approval of plans for construction or alteration of vessel	\$161.00 per hour
(j) for attendance of surveyor at inclining experiment	\$244.00
(k) for examination and approval of vessel's stability information—	
(i) if information is based on metacentric height (GM) criteria	\$248.00
(ii) in any other case	\$161.00 per hour (minimum fee \$733.00)
(l) for alteration to certificate of survey if consent given	\$66.00
Cost of travel to the vessel or operator's preferred or required location	reasonable travel costs incurred (including travel time)
Fees relating to hire and drive vessels	
Application for survey of hire and drive houseboats—	
(a) for initial survey, according to length of vessel as follows:	
(i) not more than 5m	\$376.00
(ii) more than 5m but not more than 6m	\$441.00
(iii) more than 6m but not more than 7m	\$506.00
(iv) more than 7m but not more than 8m	\$574.00
(v) more than 8m but not more than 9m	\$644.00
(vi) more than 9m but not more than 10m	\$715.00
(vii) more than 10 m but not more than 11 m	\$788.00
(viii) more than 11 m but not more than 12 m	\$863.00
(ix) more than 12 m but not more than 13 m	\$937.00
(x) more than 13 m but not more than 14 m	\$1,015.00
(xi) more than 14 m but not more than 15 m	\$1,094.00
(xii) more than 15 m but not more than 16 m	\$1,172.00
(xiii) more than 16 m but not more than 17 m	\$1,254.00
(xiv) more than 17 m but not more than 18 m	\$1,334.00
(xv) more than 18 m but not more than 19 m	\$1,415.00
(xvi) more than 19 m but not more than 20 m	\$1,499.00
(xvii) more than 20 m but not more than 21 m	\$1,583.00
(xviii) more than 21 m but not more than 22 m	\$1,669.00
(xix) more than 22 m but not more than 23 m	\$1,753.00
(xx) more than 23 m but not more than 24 m	\$1,842.00

Fee Description	Fee
(b) for subsequent in-water survey, according to length of vessel as follows:	
(i) not more than 5 m	\$247.00
(ii) more than 5 m but not more than 6 m	\$290.00
(iii) more than 6 m but not more than 7 m	\$338.00
(iv) more than 7 m but not more than 8 m	\$385.00
(v) more than 8 m but not more than 9 m	\$433.00
(vi) more than 9 m but not more than 10 m	\$482.00
(vii) more than 10 m but not more than 11 m	\$529.00
(viii) more than 11 m but not more than 12 m	\$580.00
(ix) more than 12 m but not more than 13 m	\$629.00
(x) more than 13 m but not more than 14 m	\$680.00
(xi) more than 14 m but not more than 15 m	\$730.00
(xii) more than 15 m but not more than 16 m	\$782.00
(xiii) more than 16 m but not more than 17 m	\$832.00
(xiv) more than 17 m but not more than 18 m	\$884.00
(xv) more than 18 m but not more than 19 m	\$935.00
(xvi) more than 19 m but not more than 20 m	\$988.00
(xvii) more than 20 m but not more than 21 m	\$1,039.00
(xviii) more than 21 m but not more than 22 m	\$1,093.00
(xix) more than 22 m but not more than 23 m	\$1,145.00
(xx) more than 23 m but not more than 24 m	\$1,199.00
(c) for subsequent combined in- and out-of-water survey, according to length of vessel as follows:	
(i) not more than 5 m	\$329.00
(ii) more than 5 m but not more than 6 m	\$386.00
(iii) more than 6 m but not more than 7 m	\$449.00
(iv) more than 7 m but not more than 8 m	\$512.00
(v) more than 8 m but not more than 9 m	\$576.00
(vi) more than 9 m but not more than 10 m	\$641.00
(vii) more than 10 m but not more than 11 m	\$705.00
(viii) more than 11 m but not more than 12 m	\$771.00
(ix) more than 12 m but not more than 13 m	\$837.00
(x) more than 13 m but not more than 14 m	\$904.00
(xi) more than 14 m but not more than 15 m	\$971.00
(xii) more than 15 m but not more than 16 m	\$1,039.00
(xiii) more than 16 m but not more than 17 m	\$1,107.00
(xiv) more than 17 m but not more than 18 m	\$1,175.00

Fee Description	Fee
(xv) more than 18 m but not more than 19 m	\$1,244.00
(xvi) more than 19 m but not more than 20 m	\$1,313.00
(xvii) more than 20 m but not more than 21 m	\$1,382.00
(xviii) more than 21 m but not more than 22 m	\$1,453.00
(xix) more than 22 m but not more than 23 m	\$1,523.00
(xx) more than 23 m but not more than 24 m	\$1,594.00
(d) for subsequent out-of-water survey, according to length of vessel as follows:	
(i) not more than 5 m	\$272.00
(ii) more than 5 m but not more than 6 m	\$319.00
(iii) more than 6 m but not more than 7 m	\$372.00
(iv) more than 7 m but not more than 8 m	\$423.00
(v) more than 8 m but not more than 9 m	\$476.00
(vi) more than 9 m but not more than 10 m	\$530.00
(vii) more than 10 m but not more than 11 m	\$582.00
(viii) more than 11 m but not more than 12 m	\$638.00
(ix) more than 12 m but not more than 13 m	\$692.00
(x) more than 13 m but not more than 14 m	\$748.00
(xi) more than 14 m but not more than 15 m	\$803.00
(xii) more than 15 m but not more than 16 m	\$860.00
(xiii) more than 16 m but not more than 17 m	\$916.00
(xiv) more than 17 m but not more than 18 m	\$972.00
(xv) more than 18 m but not more than 19 m	\$1,029.00
(xvi) more than 19 m but not more than 20 m	\$1,087.00
(xvii) more than 20 m but not more than 21 m	\$1,143.00
(xviii) more than 21 m but not more than 22 m	\$1,202.00
(xix) more than 22 m but not more than 23 m	\$1,260.00
(xx) more than 23 m but not more than 24 m	\$1,318.00
(e) for safety assessment (for example, due to damage or alteration of houseboat)	\$161.00 per hour
(f) for non-attendance by owner of houseboat or agent at initial or subsequent survey	50% of relevant survey fee under (a), (b), (c) or (d)
(g) for examination of plans for construction or alteration of houseboat	\$161.00 per hour
Issue of replacement or variation of certificate of survey	\$66.00
Cost of travel to the vessel or operator's preferred or required location	reasonable travel costs incurred (including travel time)

Fee Description	Fee
Fees relating to Loadline certificates	
Fees for loadline certificate—	
(a) issue fee	\$302.00
(b) assessment fee	\$161.00 per hour after first hour
Issue of replacement or variation of loadline certificate	\$66.00
Other Fees	
Application for exemption	\$129.00
Application for endorsement of certificate of competency	\$129.00

Schedule 2—Savings and transitional provisions consequent upon enactment of *Marine Safety (Domestic Commercial Vessel) National Law*

1—Issue etc of certain certificates after commencement of *Marine Safety (Domestic Commercial Vessel) National Law*

(1) This clause applies in relation to an application for—

- (a) a certificate of competency, or an application to sit an examination for applicants seeking certificates of competency; and
- (b) a certificate of inspection; and
- (c) a certificate of survey; and
- (d) a certificate of registration,

under the *Harbors and Navigation Act 1993* (as in force immediately before the commencement of Schedule 2 of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act 2013*) made, but not determined or the examination sat, before the commencement of that Schedule.

- (2) Despite the enactment of the *Marine Safety (Domestic Commercial Vessel) National Law (Application) Act 2013*, and the *Harbors and Navigation (Marine Safety (Domestic Commercial Vessel) National Law) Variation Regulations 2013*, a certificate of the relevant kind may be issued in respect of an application to which this clause applies as if that Act and those regulations had not been enacted.
- (3) The fees payable in respect of an application will be taken to be the fees payable in accordance with the *Harbors and Navigation Regulations 2009* (as in force at the time the application was made).
- (4) A certificate issued pursuant to this clause—
 - (a) in the case of a certificate of competency—will, despite regulation 88 of the *Harbors and Navigation Regulations 2009* (as it applies pursuant to subclause (2)), be taken to remain in force—
 - (i) if an expiry date is specified in the certificate of competency—that date; or
 - (ii) in any other case—until cancelled; and

- (b) in any case—
- (i) will be taken to be a certificate of the relevant kind issued under the *Harbors and Navigation Act 1993*; and
 - (ii) will have effect according to its terms.

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 27 June 2013

No 174 of 2013

South Australia

Harbors and Navigation (Marine Safety (Domestic Commercial Vessel) National Law) Variation Regulations 2013

under the *Harbors and Navigation Act 1993*

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Part 1—Preliminary

1—Short title

These regulations may be cited as the *Harbors and Navigation (Marine Safety (Domestic Commercial Vessel) National Law) Variation Regulations 2013*.

2—Commencement

These regulations will come into operation on 1 July 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Harbors and Navigation Regulations 2009*

4—Amendment of regulations

Regulations—delete "CEO" wherever occurring and substitute in each case:

CE

5—Variation of regulation 3—Interpretation

- (1) Regulation 3(1), definition of *AS*—delete the definition
- (2) Regulation 3(1), definition of *boat operator's licence*—delete the definition
- (3) Regulation 3(1), definition of *certificate of competency*—delete the definition
- (4) Regulation 3(1), definition of *certificate of survey*—delete the definition
- (5) Regulation 3(1), definition of *chief engineer*—delete the definition
- (6) Regulation 3(1), definition of *chief mate*—delete the definition
- (7) Regulation 3(1), definition of *classification society*—delete the definition
- (8) Regulation 3(1), definition of *deck officer*—delete the definition
- (9) Regulation 3(1), definition of *endorsement*—delete the definition
- (10) Regulation 3(1), definition of *engineer*—delete the definition
- (11) Regulation 3(1), definition of *first engineer*—delete the definition
- (12) Regulation 3(1), definition of *gross tonnage*—delete "Commonwealth Act" and substitute:
Navigation Act 2012 of the Commonwealth
- (13) Regulation 3(1), definition of *observation vessel*—delete the definition
- (14) Regulation 3(1), definition of *Prevention of Collisions at Sea Regulations*—delete "Commonwealth Act" and substitute:
Navigation Act 2012 of the Commonwealth

- (15) Regulation 3(1), definition of *restricted certificate of competency*—delete the definition
- (16) Regulation 3(1), definition of *surveyor*—delete the definition and substitute:
surveyor means a surveyor accredited or otherwise recognised under the *Marine Safety (Domestic Commercial Vessel) National Law*;
- (17) Regulation 3(1), definition of *trading vessel*—delete the definition
- (18) Regulation 3(3)—delete subregulation (3)
- (19) Regulation 3—after subregulation (12) insert:
(13) For the purposes of paragraph (b) of the definition of *crew* in section 4(1) of the Act, an observer (as contemplated by regulation 177(5)) in a vessel towing a person is declared to be a member of the vessel's crew.

6—Revocation of regulation 5

Regulation 5—delete the regulation

7—Substitution of regulation 8

Regulation 8—delete the regulation and substitute:

8—Pilotage of Royal Australian Navy vessels

Section 35 of the Act does not apply in relation to vessels belonging to the Royal Australian Navy.

8—Variation of regulation 10—Determination of length of vessels

- (1) Regulation 10(1)(a)—delete paragraph (a) and substitute:
(a) in the case of a commercial vessel—in accordance with Part B of the NSCV;
- (2) Regulation 10(1)(b)—delete paragraph (b)
- (3) Regulation 10(1)(c)—delete "that is not required to have a certificate of survey and that is constructed of pontoons" and substitute:
constructed of pontoons (not being a commercial vessel)

9—Variation of regulation 15—Obstructions on wharves

Regulation 15(2)(a)(ii)—delete ", master"

10—Variation of regulation 29—Obstructions on wharves

Regulation 29(2)(a)(ii)—delete ", master"

11—Variation of regulation 33—Removal of stevedoring gear after use

Regulation 33—delete "master or"

12—Variation of regulation 34—Directions relating to dangerous or objectionable cargo

Regulation 34—delete "master or"

13—Variation of regulation 36—Discharge of liquid on wharves

Regulation 36—delete "master or"

14—Variation of regulation 40—Tugs

- (1) Regulation 40(1)—delete "master" and substitute:
operator
- (2) Regulation 40(2)—delete "master" first occurring and substitute:
operator

15—Variation of regulation 42—Operation of motors in cargo spaces

- Regulation 42(a)—delete "Commonwealth Act" and substitute:
Navigation Act 2012 of the Commonwealth

16—Variation of regulation 43—Mooring lines in harbors

- Regulation 43(1)—delete "master or"

17—Variation of regulation 44—Use of vessel engines in harbors

- Regulation 44(2)—delete "master or"

18—Variation of regulation 55—Notice of entry

- Regulation 55—delete "master" wherever occurring and substitute in each case:
operator

19—Variation of regulation 56—Certain papers to be produced

- Regulation 55—delete "master" and substitute:
operator

20—Variation of regulation 58—Cargo manifests

- Regulation 58—delete "master" wherever occurring and substitute in each case:
operator

21—Variation of regulation 59—Production of documents relating to cargo

- Regulation 59(1)—delete "master" and substitute:
operator

22—Variation of regulation 60—Licensing of pilots—qualifications

- (1) Regulation 60(1)(a)(i)—delete subparagraph (i) and substitute:
 - (i) a certificate of competency under the *Marine Safety (Domestic Commercial Vessel) National Law* of a kind specified by the CEO for the purposes of this paragraph that is in force; or
 - (ia) a seafarer's certificate under the *Navigation Act 2012* of the Commonwealth; or
- (2) Regulation 60(1)(a)(ii)—delete "Commonwealth Act as equivalent to such a certificate of competency" and substitute:

Marine Safety (Domestic Commercial Vessel) National Law or the *Navigation Act 2012* of the Commonwealth as equivalent to such a certificate of competency or seafarer's certificate

23—Variation of regulation 62—Pilotage exemption certificates

- (1) Regulation 62(2)—delete "master" wherever occurring (other than that first occurring in paragraphs (b)(iii) and (iv)) and substitute in each case:
operator
- (2) Regulation 62(2)—delete "trading or fishing"
- (3) Regulation 62(2)(b)(iii)—delete "a master" and substitute:
an operator
- (4) Regulation 62(2)(b)(iv)—delete "a master" and substitute:
an operator
- (5) Regulation 62(4)—delete "master" wherever occurring (other than that first occurring in paragraphs (b)(ii) and (iii)) and substitute in each case:
operator
- (6) Regulation 62(4)(b)(ii)—delete "a master" and substitute:
an operator
- (7) Regulation 62(4)(b)(iii)—delete "a master" and substitute:
an operator

24—Variation of regulation 63—Duration and renewal of pilotage exemption certificates

- Regulation 63(3)—delete "master" wherever occurring and substitute in each case:
operator

25—Variation of regulation 64—Application for pilot's licence or pilotage exemption certificate

- Regulation 64(3)(c)(ii)—delete "has been used"

26—Revocation of Part 8

- Part 8—delete the Part

27—Revocation of Part 9 Division 1

- Part 9 Division 1—delete Division 1

28—Variation of regulation 79—Application for boat operator's licence etc

- (1) Regulation 79(1)—delete subregulation (1) and substitute:
 - (1) This regulation applies to the following applications:
 - (a) an application for boat operator's licence;
 - (b) an application for a special permit;
 - (c) an application for recognition of experience or qualifications;
 - (d) an application for an exemption from the requirement to hold a boat operator's licence;
 - (e) an application for an exemption from the obligation to sit an examination for a boat operator's licence.

- (2) Regulation 79(3)—delete subregulation (3)

29—Revocation of heading to Part 9 Division 3

Heading to Part 9 Division 3—delete the heading

30—Variation of regulation 80—Exemptions from section 47 of the Act

- (1) Regulation 80—delete "certificate of competency of the relevant class" and substitute:
boat operator's licence
- (2) Regulation 80(b)—delete "recreational"
- (3) Regulation 80(c)(ii)—delete "recreational" wherever occurring

31—Variation of regulation 83—Special permits

Regulation 83—delete "recreational" wherever occurring

32—Revocation of Part 9 Division 4

Part 9 Division 4—delete the Division

33—Variation of regulation 93—Equivalent experience and qualifications etc

Regulation 93—delete "certificate of competency" and substitute:
boat operator's licence

34—Variation of regulation 94—Recognition of other qualification as equivalent of certificate of competency

- (1) Regulation 94(1)—delete "certificate of competency of a specified class" and substitute:
boat operator's licence
- (2) Regulation 94(2)—delete subsection (2) and substitute:
(2) A declaration under subregulation (1) may be conditional or unconditional.

35—Variation of regulation 95—Interpretation

- (1) Regulation 95, definition of *certificate of inspection*—delete the definition
- (2) Regulation 95, definition of *licence*—delete the definition
- (3) Regulation 95, definition of *owner*—delete "pursuant to a licence under Part 8 of the Act"

36—Revocation of regulations 96 and 97

Regulations 96 and 97—delete the regulations

37—Revocation of Part 10 Divisions 2 and 3

Part 10 Divisions 2 and 3—delete Divisions 2 and 3

38—Revocation of regulations 108 and 109

Regulations 108 and 109—delete regulations 108 and 109

39—Substitution of regulation 110

Regulation 110—delete regulation 110 and substitute:

110—Owner to comply with Part F of NSCV

- (1) The owner of a hire and drive vessel must, before handing over possession of the vessel to a hirer, comply with the requirements of Part F of the NSCV.

Note—

That part deals with the instructions and information to be given to hirers of vessels.

- (2) For the purposes of subregulation (1), a reference in Part F of the NSCV to the provider of a vessel will be taken to be a reference to the owner of the vessel.

40—Revocation of regulations 111 and 112

Regulations 111 and 112—delete regulations 111 and 112

41—Variation of regulation 113—Use of hire and drive vessels

- (1) Regulation 113(1)(c)—delete paragraph (c)
- (2) Regulation 113(2)(a)—delete "under its certificate of inspection"
- (3) Regulation 113(2)(b)—delete "under its certificate of inspection"
- (4) Regulation 113(2)(d)—delete paragraph (d)

42—Revocation of Part 11 Division 1

Part 11 Division 1—delete the Division

43—Substitution of heading to Part 11

Heading to Part 11—delete "certificates of survey, loadline certificates" and substitute:
hull identification numbers

44—Substitution of heading to Part 11 Division 2

Heading to Part 11 Division 2—delete the heading and substitute:

Division 1—Registration**45—Variation of regulation 133—Fixing HIN plates to vessels**

Regulation 133(9)—delete subregulation (9) and substitute:

- (9) A HIN plate must not be fixed to a commercial vessel or a vessel without an engine (however a HIN plate may be fixed to a vessel in the course of manufacturing it if it is designed to be fitted with an engine).

46—Variation of regulation 143—Vessels to which Part 9 Division 4 of Act applies

Regulation 143(o), (p) and (q)—delete paragraphs (o), (p) and (q)

47—Revocation of Part 11 Division 3

Part 11 Division 3—delete the Division

48—Variation of heading to Part 12 Division 1

Heading to Part 12 Division 1—delete "Structural and equipment" and substitute:

Equipment and marking

49—Substitution of regulation 163

Regulation 163—delete the regulation and substitute:

163—Equipment and marking requirements

For the purposes of section 65(1) of the Act, a vessel is required to have the equipment and markings set out in Schedule 9 in relation to vessels of the relevant class.

50—Variation of regulation 164—Emergency position indicating radio beacons (EPIRBs)

Regulation 164(1)(a)—delete paragraph (a)

51—Variation of regulation 165—Navigation at sea

- (1) Regulation 165(2)—delete "of the vessel, and the master or operator of the vessel," and substitute:

and operator of the vessel

- (2) Regulation 165(3)—delete "of the vessel, and the master or operator of the vessel," and substitute:

and operator of the vessel

52—Variation of regulation 166—Navigation in inland waters

- (1) Regulation 166(2)—delete "of the vessel, and the master or operator of the vessel," and substitute:

and operator of the vessel

- (2) Regulation 166(3)—delete "of the vessel, and the master or operator of the vessel," and substitute:

and operator of the vessel

53—Variation of regulation 167—Navigation in rivers and channels

Regulation 167—delete "master or" wherever occurring

54—Variation of heading to Part 12 Division 4

Heading to Part 12 Division 4—delete the heading and substitute:

Division 4—Personal flotation devices and miscellaneous provisions**55—Variation of regulation 172—Means of escape**

Regulation 172—delete "recreational"

56—Variation of regulation 173—Excess persons on vessel

Regulation 173—delete "recreational" wherever occurring

57—Insertion of regulation 173A

Before regulation 174 insert:

173A—Marine radio equipment required on commercial vessels

- (1) A commercial vessel must not be operated in the jurisdiction unless it complies with Part C section 7B of the NSCV as it relates to marine radio equipment for a vessel of the relevant kind.
- (2) If a vessel is operated in the jurisdiction contrary to subsection (1), the owner and operator are each guilty of an offence.

Maximum penalty: \$10 000.

Expiation fee: \$400.

58—Variation of regulation 174—Communication with coast station

Regulation 174—delete "master of a commercial vessel that is required to have a certificate of survey" and substitute:

operator of a class 1, 2 or 3 commercial vessel

59—Variation of regulation 175—Radio watch

- (1) Regulation 175(1)—delete "commercial vessel that is required to have a certificate of survey" and substitute:
class 1, 2 or 3 commercial vessel
- (2) Regulation 175(2)—delete "Commonwealth Act" and substitute:
Navigation Act 2012 of the Commonwealth
- (3) Regulation 175(4) and (5)—delete "master" wherever occurring and substitute in each case:
operator

60—Revocation of regulation 176

Regulation 176—delete the regulation

61—Variation of regulation 182—Signals when divers working

Regulation 182—delete "master or" wherever occurring

62—Variation of regulation 188—Birkenhead Bridge

Regulation 188—delete "master or" wherever occurring

63—Variation of regulation 189—Port River Expressway Bridges

Regulation 189—delete "master or" wherever occurring

64—Variation of regulation 190—Exemptions

Regulation 190—delete "master" and substitute:

operator

65—Variation of regulation 191—Hindmarsh Island Bridge

Regulation 191—delete "master or" wherever occurring

66—Variation of regulation 192—Jervois Bridge

Regulation 192—delete "master or" wherever occurring

67—Variation of regulation 193—Kingston Bridge

Regulation 193—delete "master or" wherever occurring

68—Variation of regulation 194—Paringa Bridge

Regulation 194—delete "master or" wherever occurring

69—Variation of regulation 195—Vessels excluded from vicinity of oil rigs

Regulation 195(3)—delete "the master or"

70—Variation of regulation 196—Vessels excluded from vicinity of vessels engaged in transfer of petroleum

Regulation 196(3)—delete "the master or"

71—Variation of regulation 197—Vessels excluded from vicinity of transshipment points in Spencer Gulf

Regulation 197(3)—delete "the master or"

72—Variation of regulation 199—Use of spotlights

Regulation 199(2)—delete "master or"

73—Variation of regulation 200—Emissions and discharges

(1) Regulation 200(1)—delete "of the vessel and the master or" and substitute:
and

(2) Regulation 200(2)—delete "of the vessel and the master or" and substitute:
and

74—Variation of regulation 201—Work involving flame or flash

Regulation 201(2)—delete "master or" wherever occurring

75—Variation of regulation 203—Smoking and use of combustion equipment in vicinity of hold

(1) Regulation 203(1)—delete "in the hold of a commercial vessel or"

(2) Regulation 203(2)—delete subregulation (2)

76—Variation of regulation 204—Gangways

(1) Regulation 204(3)—delete "Commonwealth Act" and substitute:

Navigation Act 2012 of the Commonwealth

(2) Regulation 204(4)—delete "hired out pursuant to a licence under Part 8 of the Act" and substitute:

while hired out

77—Variation of regulation 205—Anchors not to be used in certain areas

Regulation 205—delete "master or"

78—Variation of regulation 208—Anchors not to be used in certain areas

- (1) Regulation 208(b)—delete "in the case of a recreational vessel—"
- (2) Regulation 208(c)—delete paragraph (c)

79—Substitution of regulation 215—Facilities levy

Regulation 215—delete the regulation and substitute:

215—Facilities levy

- (1) For the purposes of section 90AA(1) of the Act, the following vessels, and vessels of the following classes, are exempt from the operation of section 90AA of the Act:
 - (a) a ferry or punt that crosses a river or fairway by means of ropes or cables;
 - (b) vessels without an engine;
 - (c) a ferry operated by the Cooper Creek ferry service (being the ferry operated during flooding of Cooper Creek where it crosses the Birdsville Track);
 - (d) a heritage vessel;
 - (e) commercial vessels owned by SASES;
 - (f) commercial vessels owned by a volunteer marine search and rescue organisation;
 - (g) where the facilities levy is payable on the registration of a vessel and the registration fee is, or was within the 12 months prior to the commencement of this section, waived in relation to a particular vessel—that vessel.
- (2) For the purposes of section 90AA(5) of the Act, the amount of the facilities levy payable by the owner of a vessel is the amount fixed by Schedule 14 in relation to a vessel of the relevant kind.
- (3) In this regulation—

heritage vessel means a vessel that is—

 - (a) in the opinion of the CE, of historical significance; and
 - (b) owned and operated by a not-for-profit organisation that is an institutional member of the Australian Maritime Museums Council; and
 - (c) listed on the Australian Register of Historic Vessels.

80—Variation of regulation 218—Discharging ballast water prohibited in specified waters

Regulation 218(2)—delete "master or"

81—Variation of regulation 218—Directions relating to ballast water

- (1) Regulation 219(1)—delete "master or"
- (2) Regulation 219(3)—delete "A master or" and substitute:

An

82—Revocation of Schedule 6

Schedule 6—delete the schedule

83—Revocation of Schedule 7

Schedule 7—delete the schedule

84—Revocation of Schedule 8

Schedule 8—delete the schedule

85—Variation of Schedule 9—Structural, equipment and marking requirements for vessels

- (1) Heading to Schedule 9 Part 1—delete the heading
- (2) Schedule 9 clause 1—delete the clause
- (3) Schedule 9 clause 5—delete the clause
- (4) Schedule 9 clause 6(1)(b)(i)—delete subparagraph (i) and substitute:
 - (i) 1 PFD Type 1 for each person carried on the vessel;
- (5) Schedule 9 clause 6(3)(b)(i)—delete subparagraph (i) and substitute:
 - (i) 1 PFD Type 1 for each person carried on the vessel;
- (6) Schedule 9 clause 7(5)(c)—delete paragraph (c) and substitute:
 - (c) 1 PFD Type 1 for each person carried on the vessel;
- (7) Schedule 9 Parts 2, 3 and 4—delete Parts 2, 3 and 4

86—Variation of heading to Schedule 11

Heading to Schedule 11—delete "Recreational vessels" and substitute:

Vessels

87—Variation of Schedule 11—Recreational vessels without compliance plate: maximum number of persons

Schedule 11—delete "recreational" wherever occurring

88—Variation of Schedule 14—Fees

- (1) Schedule 14 clause 1(c)—delete paragraph (c)
- (2) Schedule 14 clause 3(1)—delete ", inspection or survey"
- (3) Schedule 14 clause 3(2)—delete ", inspected or surveyed" wherever occurring
- (4) Schedule 14 clause 3(2)—delete ", inspection or survey"
- (5) Schedule 14 clause 3(3) and (4)—delete subclauses (3) and (4)
- (6) Schedule 14 clause 4—delete clause 4 and substitute:

4—Fees and levies**Fees relating to Part 7**

Application for pilotage exemption certificate	\$568.00
Application for renewal of pilotage exemption certificate	\$282.00

Issue of replacement pilotage exemption certificate	\$55.00
---	---------

Fees relating to Part 9

Written examination (whether first or subsequent attempt)—

- | | |
|---------------------------------|---------|
| (a) for boat operator's licence | \$38.00 |
| (a) for special permit | \$19.00 |

Practical test for special permit	nil
-----------------------------------	-----

Issue of boat operator's licence—

- | | |
|--|---------|
| (a) if applicant has held special permit | \$16.00 |
| (a) in any other case | \$36.00 |

Issue of special permit	\$16.00
-------------------------	---------

Application for exemption from requirement to hold boat operator's licence	nil
--	-----

Application for endorsement of boat operator's licence	nil
--	-----

Application for recognition of qualification under law of some other place as equivalent to boat operator's licence	nil
---	-----

Issue of replacement boat operator's licence or special permit	\$16.00
--	---------

Fees relating to Part 11

Application for registration of vessel—

- | | |
|---|----------|
| (a) recreational vessel comprised of personal watercraft— | |
| • initial registration | \$308.00 |
| • subsequent registration in same name | \$282.00 |
| • subsequent registration in different name | \$298.00 |

- | | |
|---|--|
| (b) any other recreational vessel according to length as follows: | |
|---|--|

- | | |
|---|---------|
| (i) not more than 3.5 m— | |
| • initial registration | \$41.00 |
| • subsequent registration in same name | \$16.00 |
| • subsequent registration in different name | \$32.00 |
| (ii) more than 3.5 m but not more than 6 m | |
| • initial registration | \$75.00 |
| • subsequent registration in same name | \$52.00 |

	• subsequent registration in different name	\$68.00
(iii)	more than 6 m but not more than 10 m	
	• initial registration	\$166.00
	• subsequent registration in same name	\$141.00
	• subsequent registration in different name	\$157.00
(iv)	more than 10 m but not more than 15 m	
	• initial registration	\$236.00
	• subsequent registration in same name	\$213.00
	• subsequent registration in different name	\$229.00
(v)	more than 15 m but not more than 20 m	
	• initial registration	\$308.00
	• subsequent registration in same name	\$282.00
	• subsequent registration in different name	\$298.00
(vi)	more than 20 m	
	• initial registration	\$354.00
	• subsequent registration in same name	\$331.00
	• subsequent registration in different name	\$347.00
	Application for exemption from requirement for vessel to be registered	nil
	Trade plates—	
(a)	application for initial issue	\$74.00
(b)	application for subsequent issue	\$52.00
(c)	issue of replacement certificate or label	\$16.00
(d)	surrender of trade plates	\$16.00
	Application for assignment of new identification mark	\$16.00
	Application for transfer of registration of vessel	\$16.00
	Issue of replacement certificate of registration	\$16.00
	Issue of replacement registration label	\$16.00
	Application for cancellation of registration	\$16.00
	Application for appointment as boat code agent	\$141.00
	Application for further term of appointment as boat code agent	\$111.00

Application for approval as boat code examiner	\$70.00
Application for further term of approval as boat code examiner	\$35.00
Set of 20 HIN plates	\$109.00
Pad of 50 interim boat code certificates	\$30.00
Duplicate copy of boat code certificate	\$16.00

Fees relating to Part 14

Application for permit to moor vessel in boat haven—

(a) *North Arm Boat Haven*

(i) annual permit—

- fishing vessel 9 m and over in length \$73.00 per metre
- fishing vessel less than 9 m in length \$99.00 per metre
- tender vessel \$73.00 per metre
- the above is subject to the following maximum fees:
 - Fishing vessel and 2 tender vessels \$477.00
 - Fishing vessel and 3 tender vessels \$541.00
 - Other vessels 12 m or more in length \$185.00 per metre
 - Other vessels less than 12 m in length \$2 210.00

(ii) temporary permit (1 week or part of a week) \$65.00

(b) *Port MacDonnell Boat Haven*

- (i) annual permit \$99.00 per metre
- (ii) temporary permit (24 hours) \$6.00

Fees relating to Part 15

Facilities levy for recreational vessel comprised of personal watercraft \$29.00

Facilities levy for any other vessel, according to length of vessel as follows:

- (a) not more than 3.1 m nil
- (b) more than 3.1 m but not more than 3.5 m \$29.00
- (c) more than 3.5 m but not more than 5 m \$46.00
- (d) more than 5 m but not more than 6 m \$58.00
- (e) more than 6 m but not more than 7 m \$66.00
- (f) more than 7 m but not more than 8 m \$75.00

(g)	more than 8 m but not more than 9 m	\$84.00
(h)	more than 9 m but not more than 10 m	\$94.00
(i)	more than 10 m but not more than 11 m	\$104.00
(j)	more than 11 m but not more than 12 m	\$112.00
(k)	more than 12 m but not more than 13 m	\$123.00
(l)	more than 13 m but not more than 14 m	\$133.00
(m)	more than 14 m but not more than 15 m	\$141.00
(n)	more than 15 m but not more than 16 m	\$150.00
(o)	more than 16 m but not more than 17 m	\$161.00
(p)	more than 17 m but not more than 18 m	\$169.00
(q)	more than 18 m but not more than 19 m	\$179.00
(r)	more than 19 m but not more than 20 m	\$190.00
(s)	more than 20 m in length	\$235.00

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 27 June 2013

No 175 of 2013

South Australia

Police (Fees) Variation Regulations 2013

under the *Police Act 1998*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Police Regulations 1999*

- 4 Insertion of Schedule 1A
 - Schedule 1A—Fees
 - 1 Interpretation
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Police (Fees) Variation Regulations 2013*.

2—Commencement

These regulations will come into operation on 1 July 2013.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Police Regulations 1999*

4—Insertion of Schedule 1A

After Schedule 1 insert:

Schedule 1A—Fees

1—Interpretation

In this Schedule—

concession cardholder means a person who is the holder of—

- (a) a current card or pass that entitles the person to travel on public passenger vehicles in this State at a concession fare; or
- (b) any other current concession card approved by the Minister;

national police certificate means a certificate issued in respect of a specified person on due application following a national police check carried out in respect of the person;

volunteer means a person who acts on a voluntary basis (irrespective of whether the person receives out-of-pocket expenses).

Fees

1	For a national police certificate in respect of a specified person—	
	(a) if the applicant is a natural person (other than where paragraph (b) or (c) applies)	\$56.50
	(b) if the applicant is a concession cardholder (other than where paragraph (c) applies)	\$40.75
	(c) if the applicant is a volunteer who is required to obtain a national police certificate for the purposes of volunteering	\$36.50
	(d) if application is made on behalf of a Commonwealth, State or local government agency	\$56.50
	(e) if application is made on behalf of a commercial organisation	\$56.50
2	For a report on a search of fingerprint records in respect of a specified person	\$117.00
3	For a report on a search of fingerprint and other criminal history records in respect of a specified person	\$173.00
4	For a report on a search of police records to provide notification about the existence of a specified person's criminal history (other than where item 1 applies)	\$64.00
5	For a report on a search of police records to provide notification about the existence of a specified person's apprehension history (other than where item 1 applies)	\$67.00
6	For a report on a search of police incident reports (<i>PIR</i>)—in respect of each PIR	\$67.00
7	For a report on a search of vehicle collision reports (<i>VCR</i>), in respect of each VCR—	
	(a) if the applicant is an approved insurer under Part 4 of the <i>Motor Vehicles Act 1959</i> ; or	\$25.00
	(b) in any other case	\$67.00

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 27 June 2013

No 176 of 2013

MPOL13/08CS

RULES OF COURT

District Court Criminal Rules 2013 (Amendment No. 2)

BY virtue and in pursuance of Section 51 of the District Court Act 1991 and all other enabling powers, we, Geoffrey Louis Muecke, Rauf Soulio, and Paul Vincent Slattery, Judges of the District Court of South Australia, make the following District Court Criminal Rules 2013 (Amendment No. 2).

1. These Rules may be cited as the District Court Criminal Rules 2013 (Amendment No. 2).

2. The District Court Criminal Rules 2013 are amended by these Rules may be cited as the District Court Criminal Rules 2013.

3. These amendments are to come into effect on 1 July 2013 or upon their gazettal, whichever is the later.

4. Rule 23 is amended by:

(1) adding after the word ‘witnesses’ in the heading the words ‘and recorded evidence’;

(2) inserting new subrules (5) and (6) as follows:

‘23.05 Subject to any contrary order by the Court, a party who is authorised by the Court under Section 13C(3) of the Evidence Act 1929 to take custody of an audio visual record of evidence:

(1) will be provided with a duplicate copy of the record;

(2) is to use the duplicate copy of the record for the sole purpose of the related proceedings in respect of which the authorising order is made;

(3) is not to copy or disseminate the duplicate record to any third party; and

(4) is to ensure the safekeeping of the duplicate record and to return it to the Court at the conclusion of the related proceedings in respect of which the authorising order is made.

23.06 If editing of an official record of evidence is required under Section 13D(3) of the Evidence Act 1929:

(1) the party will be provided with a duplicate copy of the official record and the editing is to be carried out on the duplicate copy;

(2) the party is to ensure that the edited version is prepared in a form which, if tendered, may be displayed on the Court’s audio or audio visual equipment; and

(3) the party is to keep all edited versions of the official record in safekeeping and, at the conclusion of the proceeding, is to return to the Court all edited versions which are not otherwise already in the custody of the Court.’

5. Form 9 is amended by deleting the first paragraph and inserting the following paragraph in its place:

‘The Director of Public Prosecutions gives notice of the intention of the Director at trial to seek to adduce evidence of discreditable conduct of [*insert name*] and, in respect of each count and each allegation of discreditable conduct, provides the following separate particulars:’

6. Form 10 is amended by deleting the first paragraph and inserting the following paragraph in its place:

‘The defendant [*insert name*] gives notice of the intention of the defendant at the trial to seek to adduce evidence of discreditable conduct of [*insert name of co-defendant*] and, in respect of each count and each allegation of discreditable conduct, provides the following separate particulars:’

7. Form 11 is amended by deleting its substantive contents and inserting the following in its place:

‘Take notice that [*insert name or title of party objecting*] will object to the evidence of discreditable conduct proposed to be adduced by [*insert name of relevant party*].’

The evidence of discreditable conduct to which objection is taken is [*specify the particular proposed evidence of discreditable conduct to which objection is taken*].

The grounds of objection are:

[*set out, separately in relation to each allegation of discreditable conduct, the grounds of objection*].’

Dated 17 June 2013.

G. L. MUECKE, Judge

R. SOULIO, Judge

P. V. SLATTERY, Judge

RULES OF COURT

Magistrates Court of South Australia Amendment 44 to the Magistrates Court Rules 1992

PURSUANT to Section 49 of the Magistrates Court Act 1991 and all other enabling powers, we, the undersigned, do hereby make the following amendments to the Magistrates Court Rules 1992 as amended.

1. These Rules may be cited as the ‘Magistrates Court Rules 1992 (Amendment 44)’.

2. The Magistrates Court Rules 1992 as amended by the following amendments apply to and govern all actions commenced in the criminal division of the Court on and after the date on which these amendments are gazetted.

3. The following Sub-Rule 4.11 is inserted:

4.11 The jurisdiction conferred on a Magistrate by the Spent Convictions Act 2009, shall vest in the Criminal Division of the Court.

4. Rule 10 is deleted and replaced with the following:

10.01 A summons to witness must be in Form 11.

10.02 A summons to witness must be served personally within a reasonable time necessary for the witness to comply with the summons.

10.03 Service of a summons to witness may be proved by affidavit or certificate as provided by the Act.

10.04 A warrant to arrest pursuant to Section 20 of the Magistrates Court Act 1991 must be in Form 12.

10.05 A notice or warrant pursuant to Section 23 of the Magistrates Court Act 1991 must be in Forms 13 and 14 respectively.

10.06 The Court may require an applicant under Section 20 (1) of the Magistrates Court Act to tender appropriate travelling and sustenance expenses to the person to whom the summons is to issue. The Court may also order the applicant to pay any other reasonable expenses incurred in meeting the requirements of a witness in complying with a summons including the cost of producing evidentiary material to the court.

10.07 Where a person fails to comply with a summons under Section 20 (1) of the Magistrates Court Act 1991, the Court may decline to issue a warrant to have that person arrested and brought before the Court, where at the time of the service of the summons there was not tendered to the person, appropriate travelling and/or sustenance expenses and/or other reasonable expenses to compensate the person for the expense of complying with the summons.

10.08 A witness summons that is vexatious, oppressive or an abuse of process may be set aside by the Court on application by a party or person with sufficient interest. The Court may set aside the witness summons in whole or in part, or grant other relief in respect of it.

10.09 Where an application is made to set aside a witness summons, the Court may direct that notice be given to all parties to the proceedings.

5. Sub-Rules 18.03-18.05A are deleted and replaced with the following:

18.03 At the first return of an interim intervention order issued by a police officer:

(a) the Court will hear evidence about the factual matters that were the grounds for granting the order and must record the evidence and where possible keep an audio visual record so that it can be available to the Court in later hearings;

(b) subject to any order of the Court to the contrary, if the defendant contests any factual matter, or the confirmation of the order, any evidence given at the first return will be treated as evidence in

- chief, and further evidence in chief of the witness(es), cross examination and other evidence on behalf of the applicant or the defendant will be adjourned to a later date to be fixed by the Court.
- 18.04 An application to the Court for an Intervention Order must comply with Form 28.
- 18.05 An application to the Court for an Intervention Order must be supported by evidence which may consist of an affidavit in Form 45 or oral evidence in person or by video link. The Court must record the evidence and where possible keep an audio visual record so that it can be available to the Court in later hearings.
- 18.05A Where the applicant intends to apply for evidence to be received by video link it must notify the Registrar not later than the day before the first hearing.
6. The following Rule 22A.00 is inserted:
- 22A.00 **ADMISSION AND CONSENT TO SENTENCE OF MAJOR INDICTABLE OFFENCE IN MAGISTRATES COURT**
- 22A.01 An admission by a defendant of a charge of a major indictable offence and the consent of both the defendant and the Director of Public Prosecutions pursuant to Section 108 (1) of the Summary Procedure Act 1921 must comply with Form 9A.
- 22A.02 Once completed, the form must be lodged with the Court either at the time the defendant appears before the Court or when the defendant returns a written plea admitting the charge.
7. Rule 56 is deleted and replaced with the following:
- 56.00 **RAIL SAFETY NATIONAL LAW (SOUTH AUSTRALIA) ACT 2012**
- 56.01 An application for a search warrant issued pursuant to Paragraph 150 of the Schedule—Rail Safety National Law of the Rail Safety National Law (South Australia) Act 2012 must comply with Form 96.
- 56.02 A search warrant must comply with Form 97.
- 56.03 A duplicate warrant must comply with Form 98.
8. The following Rule 59 is inserted:
- 59.00 **CORRECTIONAL SERVICES ACT 1982**
- 59.01 An application for a warrant issued pursuant to Section 76 or 76A of the Correctional Services Act 1982 must comply with Form 103.
- 59.02 A warrant must comply with Form 104.
- 59.03 An order upon notification pursuant to Section 76B must comply with Form 105.
9. The following Rule 60 is inserted:
- 60.00 **NON-ASSOCIATION AND PLACE RESTRICTION ORDERS**
- 60.01 An Interim Non-Association or Place Restriction Order pursuant to Section 80 (2) of the Summary Procedure Act 1921 must comply with Form 106.
- 60.02 A Non-Association or Place Restriction Order must comply with Form 107.
- 60.03 Where service is required under Section 81, the Order must be served by a police officer.
- 60.04 Applications for the variation or revocation of an order pursuant to Section 82 must comply with Form 108.
10. The following Rule 61 is inserted:
- 61.00 **SPENT CONVICTIONS ACT 2009**
- 61.01 An application for a spent conviction order pursuant to Section 8A of the Spent Convictions Act 2009 or an application for an exemption

- order pursuant to Section 13A of the Spent Convictions Act 2009 must comply with Form 110.
- 61.02 A spent convictions order or exemption order must comply with Form 111.
- 61.03 The Registrar must serve a copy of the application on the Attorney-General and the Commissioner of Police at least 4 weeks before the hearing date.
- 61.04 Where an application for an exemption order relates to Clause 6 of Schedule 1, the Registrar must also serve a copy of the application on the Minister for Children's Protection at least 4 weeks before the hearing date.
- 61.05 Where an application for an exemption order relates to Clause 7 of Schedule 1, the Registrar must also serve a copy of the application on the Minister for Disabilities at least 4 weeks before the hearing date.
- 61.06 No parties are required to attend the chambers hearing unless:
- (a) The Attorney-General, the Commissioner of Police or another Minister wishes to intervene in the proceedings; or
 - (b) The qualified Magistrate requires the applicant to attend.
- 61.07 Where the Attorney-General, the Commissioner of Police or another Minister wishes to intervene they must notify the applicant and the Registrar in writing 7 days before the hearing date.
- 61.08 Where a qualified Magistrate requires the attendance of the applicant, the Registrar must notify the potential parties at least 7 days before the hearing date.

11. Form 41 of the Magistrates Court Criminal Forms is deleted and replaced with the following Form 41.

12. Forms 96, 97 and 98 of the Magistrates Court Criminal Forms are deleted and replaced with the following Forms 96, 97 and 98.

13. Forms 9A, 103, 104, 105, 106, 107, 108, 109, 110, and 111 are inserted into the Magistrates Court Criminal Forms.

Dated 19 June 2013.

ELIZABETH BOLTON, Chief Magistrate
KYM ANDREW MILLARD, Stipendiary Magistrate
SIMON HUGH MILAZZO, Stipendiary Magistrate
MARY-LOUISE HRIBAL Stipendiary Magistrate



ADMISSION AND CONSENT TO SENTENCE
Magistrates Court of South Australia
www.courts.sa.gov.au
Summary Procedure Act 1921
 Section 108

Court Use
Date Filed:

It is advisable not to complete this form unless you have had legal advice

Registry				File No	
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	

Informant

Name	<i>Surname</i>		<i>Given name/s</i>		<i>AP Number</i>
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	

Defendant

Full Name					
Address	<i>Street</i>			DOB	<i>dd/mm/yyyy</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>		

The Information to which this form is attached contains major indictable charges.
 You can admit the charge/s and consent to be sentenced by a Magistrate, rather than a Judge in the District or Supreme Court. The Director of Public Prosecutions must also consent.
 If you want to admit the charge/s and consent to be sentenced by a Magistrate **you MUST complete this form.**

Admission and Consent

I admit the following major indictable charge/s and consent to being sentenced by the Magistrates Court:

.....
 Date

.....
 Defendant

I certify that the defendant has had legal advice in respect of this admission and consent.

.....
 Date

.....
 Defendant's Solicitor

Solicitor's Name

Telephone:

Facsimile:

Email:

..... Date	..... Defendant's Counsel
Counsel's Name	
Telephone:	Facsimile: Email:
On behalf of the Director of Public Prosecutions, I consent to the defendant being sentenced by the Magistrates Court.	
..... Date	..... Director of Public Prosecutions
Prosecutor's Name	
Telephone:	Facsimile: Email:
IMPORTANT NOTICE This form must be presented to the Court either at the time the defendant appears before the Court or at the time the defendant returns a written plea of guilty. A copy of the information to which this admission and consent relate must be attached.	



REQUEST TO REGISTER FOREIGN INTERVENTION ORDER

Magistrates Court of South Australia

www.courts.sa.gov.au

Intervention Orders (Prevention of Abuse) Act 2009

Section 30

Court Use

Date Filed:

Registry				File No		
Address	Street			Telephone	Facsimile	DX
	City/Town/Suburb	State	Postcode	Email Address		
Defendant						
Name	Surname		Given name/s		DOB dd/mm/yyyy	
Address	Street					
	City/Town/Suburb			State	Postcode	
Applicant						
Name	Surname		Given name/s			
Address	Street			Telephone	Facsimile	
	City/Town/Suburb	State	Postcode	Email Address		
Date foreign order made:						
Date foreign order expires:						
A certified copy of the foreign order is attached. Please register the order in the Court.						
The reasons for requesting registration of the foreign order in South Australia:						
<p>Do you wish for the order to be served on the defendant? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If not, why not?</p>						

Do you wish for the order to be varied? Yes No
 If yes, please specify the terms you wish to vary?

Is an affidavit in Form 45 attached outlining the reasons for the variation? Yes No

IMPORTANT NOTICE

Please note if you apply to vary the order the defendant will be given notice of the application and will be given a right to be heard.

.....
 Date

.....
 APPLICANT

Hearing details	Registry		Date	
	Address		Time	am/pm
	Telephone	Facsimile	Email Address	

*(strike out whichever is not applicable)

-
 * Interstate Registrar
 * Member of the South Australian Police Force
 * A person for whose benefit the foreign order was made

The Registrar must obtain a certified copy of the foreign order and details of the next hearing date in the other jurisdiction, where applicable.



APPLICATION FOR SEARCH WARRANT
Magistrates Court of South Australia
www.courts.sa.gov.au
Rail Safety National Law (South Australia) Act 2012
 Paragraph 150 of the Schedule

Court Use
Date Filed: _____

Registry				File No		
Address	<i>Street</i>			<i>Telephone</i>	<i>Facsimile</i>	<i>DX</i>
	<i>City/Town/Suburb</i>		<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	

Rail Safety Officer						
Name	<i>Surname</i>			<i>Given name/s</i>		ID No.
Address	<i>Street</i>			<i>Telephone</i>	<i>Facsimile</i>	
	<i>City/Town/Suburb</i>		<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	

Details of Place						
Address	<i>Street</i>					
	<i>City/Town/Suburb</i>			<i>State</i>	<i>Postcode</i>	

I, the abovenamed Rail Safety Officer MAKE OATH AND SAY/AFIRM AND DECLARE

- I am applying for a search warrant to search and seize the following thing/s from the above place:

- The offence for which this search warrant is sought is pursuant to:

- The grounds on which this application is made are:

I swear/affirm that the contents of this affidavit are true and correct to the best of my knowledge and belief.

SWORN before me at			
on the	day of	20	
Signature	.....		.....
	(Person authorised to take Affidavits) (e.g. Justice of the Peace)		RAIL SAFETY OFFICER

Hearing details	Registry		Date	
	Address		Time am/pm	
	Telephone	Facsimile	Email Address	

..... Date MAGISTRATES COURT
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SEARCH WARRANT

Magistrates Court of South Australia

www.courts.sa.gov.au

Rail Safety National Law (South Australia) Act 2012

Paragraph 150 of the Schedule

Court Use

Date Filed:

Registry				File No		
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address	
Rail Safety Officer						
Name	Surname		Given name/s		ID No.	
Address	Street		Telephone		Facsimile	
	City/Town/Suburb		State	Postcode	Email Address	
Details of Place						
Address	Street					
	City/Town/Suburb			State	Postcode	
Application made:						
<input type="checkbox"/> Personally <input type="checkbox"/> By telephone/facsimile – in my opinion, the following facts justify the issue of the warrant:						
Terms of the Warrant						
<p>I, the undersigned Magistrate, am satisfied that there are reasonable grounds for suspecting that there is, or may be within the next 72 hours at the place named above, evidence of the commission of the following offence:</p> <p>I authorise that the above rail safety officer may, with necessary and reasonable help and force, enter the above place and exercise the powers of the officer, in order to search and seize the following thing(s) of a kind that may be evidence of the commission of the offence:</p> <p>In my opinion, the following facts justify the issue of the warrant: <i>(telephone application only)</i></p>						
<p>Entry into this premises is authorised to be made at:</p> <input type="checkbox"/> any time of the day and night <input type="checkbox"/> between the following hours:						
This warrant will cease to have effect on				(not later than 7 days after the issue of the warrant)		
..... Date			..... MAGISTRATE			

**DUPLICATE WARRANT****Magistrates Court of South Australia**www.courts.sa.gov.au*Rail Safety National Law (South Australia) Act 2012*

Paragraph 150 of the Schedule

Court Use

Date Filed:

Name of Magistrate issuing warrant:					
Registry				File No	
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	
Rail Safety Officer					
Name	<i>Surname</i>		<i>Given name/s</i>		ID No.
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	
Details of Place					
Address	<i>Street</i>				
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>		
Terms of the Warrant					
<p>The above Magistrate was satisfied following a telephone or facsimile application that there are reasonable grounds for suspecting that there is, or may be within the next 72 hours at the place named above, evidence of the commission of the following offence:</p>					
<p>The above rail safety officer has been authorised by the above Magistrate, with necessary and reasonable help and force, enter the above place and exercise the powers of the officer, in order to search and seize the following thing(s) of a kind that may be evidence of the commission of the offence:</p>					
<p>Entry into this premises is authorised to be made at:</p> <p><input type="checkbox"/> any time of the day and night</p> <p><input type="checkbox"/> between the following hours:</p>					
This warrant will cease to have effect on			(not later than 7 days after the issue of the warrant)		
..... Date			..... RAIL SAFETY OFFICER		



APPLICATION FOR WARRANT

Magistrates Court of South Australia

www.courts.sa.gov.au

Correctional Services Act 1982

Sections 76 or 76A

Court Use

Date Filed:

Application made: <input type="checkbox"/> personally <input type="checkbox"/> by telephone <input type="checkbox"/> by facsimile					
Registry				File No	
Address	Street		Telephone	Facsimile	DX
	City/Town/Suburb	State	Postcode	Email Address	
Applicant					
Name	Surname		Given name/s		
Address	Street		Telephone	Facsimile	
	City/Town/Suburb	State	Postcode	Email Address	
Parolee					
Name	Surname		Given name/s		DOB
					dd/mm/yyyy
Address	Street				
	City/Town/Suburb		State	Postcode	
The applicant applies for: <input type="checkbox"/> a warrant for the arrest of the parolee; or <input type="checkbox"/> a warrant for the arrest and return to prison of the parolee Grounds on which the application is made: 					
Hearing details	Registry			Date	
	Address			Time	
	Telephone		Facsimile	Email Address	
Date			MAGISTRATES COURT		



WARRANT
Magistrates Court of South Australia
www.courts.sa.gov.au
Correctional Services Act 1982
 Sections 76 or 76A

Court Use
Date Filed:

Application made: <input type="checkbox"/> personally <input type="checkbox"/> by telephone <input type="checkbox"/> by facsimile					
Registry				File No	
Address	Street		Telephone	Facsimile	DX
	City/Town/Suburb	State	Postcode	Email Address	
Applicant					
Name	Surname		Given name/s		
Address	Street		Telephone	Facsimile	
	City/Town/Suburb	State	Postcode	Email Address	
Parolee					
Name	Surname		Given name/s		DOB dd/mm/yyyy
Address	Street				
	City/Town/Suburb		State	Postcode	
Terms of the Warrant					
I, the undersigned Magistrate, authorise:					
<input type="checkbox"/> the arrest of the parolee; or					
<input type="checkbox"/> the arrest and return to prison of the parolee					
..... Date			..... MAGISTRATE		



ORDER UPON NOTIFICATION

Magistrates Court of South Australia

www.courts.sa.gov.au

Correctional Services Act 1982

Section 76B

Court Use

Date Filed:

Registry				File No			
Address	Street			Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address		
Parolee							
Name	Surname			Given name/s		DOB	dd/mm/yyyy
Address	Street						
	City/Town/Suburb			State	Postcode		
Terms of the order							
I, the undersigned Magistrate, direct that the abovenamed parolee -							
<input type="checkbox"/> be detained in a correctional institution pending attendance before the Board; or <input type="checkbox"/> be released and summoned to attend before the Board; or <input type="checkbox"/> be released from detention.							
.....						
Date				MAGISTRATE			



INTERIM NON-ASSOCIATION ORDER and/or PLACE-RESTRICTION ORDER and SUMMONS

Magistrates Court of South Australia

www.courts.sa.gov.au

Summary Procedure Act 1921

Section 80(2)

This document must be served on the defendant personally

AP Number					
Registry				File No	
Address	Street		Telephone		Facsimile
	City/Town/Suburb	State	Postcode	Email Address	
Applicant					
Full Name					
Address	Street		Telephone		Facsimile
	City/Town/Suburb	State	Postcode	Email Address	
Rank and ID No.					
Defendant					
Full Name				DOB	dd/mm/yyyy
Address	Street		Telephone		Facsimile
	City/Town/Suburb	State	Postcode	Email Address	
Date order made:					
The Court has heard an application for a Non-Association order and/or a Place Restriction order (<i>strike out inapplicable</i>) in your absence.					
In the 2 years immediately preceding the making of the complaint you had been convicted of an indictable offence.					
The Court is satisfied that it was reasonably necessary to make this order to ensure you do not commit any further indictable offences.					
Details of Non-Association order:					
The defendant must not:					
<input type="checkbox"/> be in the company of:					
Name		Date of birth			
Name		Date of birth			
Name		Date of birth			
<input type="checkbox"/> communicate with:					
Name		Date of birth			
Name		Date of birth			
Name		Date of birth			
<input type="checkbox"/> except during the following times or circumstances:					

Details of Place-Restriction order:

The defendant must not:

frequent or visit:

Address

Address

Address

except during the following times or circumstances:

Hearing details	Registry		Date
	Address		Time am/pm
	Telephone	Facsimile	Email Address

.....
Date

.....
MAGISTRATES COURT

IMPORTANT NOTICE TO DEFENDANT

- Non-compliance with the order renders you liable to a term of imprisonment not exceeding 6 months for a first offence and not exceeding 2 years for a subsequent offence
- If you do not appear, an order may be made in your absence

AFFIDAVIT OF PROOF OF SERVICE

I,		of	
Occupation:			
MAKE OATH AND SAY that:			
I.	I did on the	day of	20 , between the hours of and duly serve the within named defendant with this claim and Form 17 and any applicable form under the <i>Service and Execution of Process Act 1992 (Cth).</i>
(Please tick the appropriate box)			
<input type="checkbox"/> By personal service on the person.			
<input type="checkbox"/> By service on the solicitor acting for the person.			
<input type="checkbox"/> By leaving it for the person at the address of the place of dwelling or business of the person with someone apparently above the age of 14 years.			
<input type="checkbox"/> By depositing it for the person at the DX addressed to the DX number of the person or the solicitor acting for the person.			
<input type="checkbox"/> By leaving it at the registered office of the body corporate.			
<input type="checkbox"/> By sending it by prepaid post addressed to the strata corporation at its site or its post office box.			
<input type="checkbox"/> By prepaid post addressed to the community corporation or to the presiding officer, treasurer or secretary at the postal address of the community corporation or by placing it in the community corporation's letterbox.			
<input type="checkbox"/> By fax directed to the fax number of the person or the solicitor acting for the person during normal business hours on a business day.			
<input type="checkbox"/> By service on one partner or at the principal place of business of the firm.			
<input type="checkbox"/> By sending it by prepaid post addressed to the person at - (note - unless the court is satisfied that the document served by this method came to the attention of the defendant the plaintiff is not entitled to costs thrown away if the judgment is set aside-rule 106(8))			
<input type="checkbox"/> By (here describe any other authorised means of service)			
II.	I served the person at (state the address, DX number, fax number etc.)		
III.	I necessarily made trips and travelled kilometres for the purpose of effecting the service.		
SWORN before me at		the	day of
Signature	(Person authorised to take Affidavits) (e.g. Justice of the Peace)		..... SERVER



NON-ASSOCIATION ORDER and/or PLACE-RESTRICTION ORDER

Magistrates Court of South Australia

www.courts.sa.gov.au

Summary Procedure Act 1921

Section 80(1)

This document must be served on the defendant personally

AP Number					
Registry				File No	
Address	Street		Telephone		Facsimile
	City/Town/Suburb	State	Postcode	Email Address	
Applicant					
Full Name					
Address	Street		Telephone		Facsimile
	City/Town/Suburb	State	Postcode	Email Address	
Rank and ID No.					
Defendant					
Full Name					DOB
					dd/mm/yyyy
Address	Street		Telephone		Facsimile
	City/Town/Suburb	State	Postcode	Email Address	
Details of Non-Association order:					
The defendant must not:					
<input type="checkbox"/> be in the company of:					
Name		Date of birth			
Name		Date of birth			
Name		Date of birth			
<input type="checkbox"/> communicate with:					
Name		Date of birth			
Name		Date of birth			
Name		Date of birth			
<input type="checkbox"/> except during the following times or circumstances:					

Details of Place-Restriction order:

The defendant must not:

frequent or visit:

Address

Address

Address

except during the following times or circumstances:

This order will commence on:

and will expire on:

.....

Date

.....

MAGISTRATES COURT

IMPORTANT NOTICE TO DEFENDANT

Non-compliance with the order renders you liable to a term of imprisonment not exceeding 6 months for a first offence and not exceeding 2 years for a subsequent offence

AFFIDAVIT OF PROOF OF SERVICE

I,		of	
Occupation:			
MAKE OATH AND SAY that:			
I.	I did on the	day of	20 , between the hours of and duly serve the within named defendant with this claim and Form 17 and any applicable form under the <i>Service and Execution of Process Act 1992 (Cth).</i>
(Please tick the appropriate box)			
<input type="checkbox"/>	By personal service on the person.		
<input type="checkbox"/>	By service on the solicitor acting for the person.		
<input type="checkbox"/>	By leaving it for the person at the address of the place of dwelling or business of the person with someone apparently above the age of 14 years.		
<input type="checkbox"/>	By depositing it for the person at the DX addressed to the DX number of the person or the solicitor acting for the person.		
<input type="checkbox"/>	By leaving it at the registered office of the body corporate.		
<input type="checkbox"/>	By sending it by prepaid post addressed to the strata corporation at its site or its post office box.		
<input type="checkbox"/>	By prepaid post addressed to the community corporation or to the presiding officer, treasurer or secretary at the postal address of the community corporation or by placing it in the community corporation's letterbox.		
<input type="checkbox"/>	By fax directed to the fax number of the person or the solicitor acting for the person during normal business hours on a business day.		
<input type="checkbox"/>	By service on one partner or at the principal place of business of the firm.		
<input type="checkbox"/>	By sending it by prepaid post addressed to the person at - (note - unless the court is satisfied that the document served by this method came to the attention of the defendant the plaintiff is not entitled to costs thrown away if the judgment is set aside-rule 106(8))		
<input type="checkbox"/>	By (here describe any other authorised means of service)		
II.	I served the person at (state the address, DX number, fax number etc.)		
III.	I necessarily made	trips and travelled	kilometres for the purpose of effecting the service.
SWORN before me at		the	day of
Signature	..... (Person authorised to take Affidavits (e.g. Justice of the Peace)		..... SERVER



APPLICATION FOR VARIATION OR REVOCATION OF NON-ASSOCIATION ORDER and/or PLACE-RESTRICTION ORDER

Magistrates Court of South Australia

www.courts.sa.gov.au

Summary Procedure Act 1921

Section 82(1)

AP Number					
Registry				File No	
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	
Applicant					
Full Name					
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	
Rank and ID No.					
Defendant					
Full Name				DOB	<i>dd/mm/yyyy</i>
Address	<i>Street</i>		<i>Telephone</i>		<i>Facsimile</i>
	<i>City/Town/Suburb</i>	<i>State</i>	<i>Postcode</i>	<i>Email Address</i>	
This application is in regards to:					
<input type="checkbox"/> Non-Association order made on file number:			dated:		
<input type="checkbox"/> Place-Restriction order made on file number:			dated:		
The applicant seeks to have the order:					
<input type="checkbox"/> varied			<input type="checkbox"/> revoked		
Details of variations sought:					
Hearing details	Registry			Date	
	Address			Time am/pm	
	Telephone	Facsimile	Email Address		
..... Date			..... MAGISTRATES COURT		



APPLICATION FOR SPENT CONVICTION ORDER and/or EXEMPTION ORDER

Magistrates Court of South Australia

www.courts.sa.gov.au

Spent Convictions Act 2009

Section 8A and 13A

Court Use

Date Filed:

Date Posted:

Service on the
Attorney-General

Service on the
Commissioner of Police:

Registry				Action No		
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address	
Applicant						
Full Name					DOB	dd/mm/yyyy
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb		State	Postcode	Email Address	
Details of Spent Conviction Application						
The applicant is applying to have the following eligible sex offence/s spent:						
First offence						
Offence (including the statutory provision of the offence):						
Court name where the conviction was recorded:						
Date the conviction was recorded:						
Penalty that was imposed:						
Second offence						
Offence (including the statutory provision of the offence):						
Court name where the conviction was recorded:						
Date the conviction was recorded:						
Penalty that was imposed:						
Details of any further information that the applicant would like to submit in support of the application (circumstances and seriousness of offence, the circumstances of the applicant etc.)						
Has an application been made to spend any of the above convictions in the proceeding 2 years? Yes <input type="checkbox"/> No <input type="checkbox"/>						
If yes, please provide the following details:						
The conviction the application was in regard to:						
The application was made on the day of 20						
The application was refused on the day of 20						
Any further information the applicant considers relevant						

Details of Exemption Application

The applicant is applying to have the following spent conviction/s exempt:

First offence

Offence (including the statutory provision of the offence):

Court name where the conviction was recorded:

Date the conviction was recorded:

Penalty that was imposed:

For the purpose/s of:

- working with, or caring for, children (sch 1, cl 6)
- working with, or caring for, vulnerable people (sch 1, cl 7)
- activities associated with a character test (sch 1, cl 8)

Second offence

Offence (including the statutory provision of the offence):

Court name where the conviction was recorded:

Date the conviction was recorded:

Penalty that was imposed:

For the purpose/s of:

- working with, or caring for, children (sch 1, cl 6)
- working with, or caring for, vulnerable people (sch 1, cl 7)
- activities associated with a character test (sch 1, cl 8)

Details of any further information that the applicant would like to submit in support of the application (circumstances and seriousness of offence, the circumstances of the applicant etc.)

Has an application been made to exempt any of the above spent convictions in the proceeding 2 years? Yes No

If yes, please provide the following details:

The conviction the application was in regard to:

The application was made on the _____ day of _____ 20

The application was refused on the _____ day of _____ 20

Any further information the applicant considers relevant

.....
Date

.....
APPLICANT

Hearing details	Registry	Date
	Address	Time am/pm
	Telephone	Facsimile Email Address

NOTICE TO APPLICANT

If you have any transcript or sentencing remarks made in connection with the above conviction/s these must be attached to the application. You do not need to attend the hearing unless you are notified to do so by the Registrar.

NOTICE TO THE ATTORNEY-GENERAL, COMMISSIONER OF POLICE AND DESIGNATED MINISTER

If you wish to intervene and request a hearing in these proceedings you must notify the applicant and the Registrar in writing 7 days before the hearing date.

IMPORTANT NOTICE TO THE REGISTRAR

A copy of this application must be served on the Attorney-General and the Commissioner of Police at least 4 weeks before the day appointed for hearing the application.

If an exemption order application is made:

1. for the purpose of working with, or caring for children, the Minister for Children's Protection must also be served a copy of this application at least 4 weeks before the day appointed for hearing the application.
2. for the purpose of working with, or caring for vulnerable people, the Minister for Disabilities must also be served a copy of this application at least 4 weeks before the day appointed for hearing the application.

Where a qualified Magistrate requires the attendance of the applicant, all potential parties must be notified at least 7 days prior to the hearing date.



SPENT CONVICTION ORDER and/or EXEMPTION ORDER

Magistrates Court of South Australia

www.courts.sa.gov.au

Spent Convictions Act 2009

Section 8A and 13A

Court Use

Date Filed:

Registry				Action No		
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb	State	Postcode	Email Address		
Applicant						
Full Name						
Address	Street		Telephone		Facsimile	DX
	City/Town/Suburb	State	Postcode	Email Address		
Details of Spent Conviction Order						
The applicant's following conviction/s will be spent:						
First offence						
Offence (including the statutory provision of the offence):						
Court name where the conviction was recorded:						
Date the conviction was recorded:						
Second offence						
Offence (including the statutory provision of the offence):						
Court name where the conviction was recorded:						
Date the conviction was recorded:						
Details of Exemption Order						
The applicant's following spent conviction/s will be exempt:						
First offence						
Offence (including the statutory provision of the offence):						
Court name where the conviction was recorded:						
Date the conviction was recorded:						
For the purpose/s of:						
<input type="checkbox"/> working with, or caring for, children (sch 1, cl 6)						
<input type="checkbox"/> working with, or caring for, vulnerable people (sch 1, cl 7)						
<input type="checkbox"/> activities associated with a character test (sch 1, cl 8)						
Second offence						
Offence (including the statutory provision of the offence):						
Court name where the conviction was recorded:						
Date the conviction was recorded:						
For the purpose/s of:						
<input type="checkbox"/> working with, or caring for, children (sch 1, cl 6)						
<input type="checkbox"/> working with, or caring for, vulnerable people (sch 1, cl 7)						
<input type="checkbox"/> activities associated with a character test (sch 1, cl 8)						
.....					
Date			MAGISTRATE			

SOUTH AUSTRALIA

Supreme Court Criminal Rules 2013 (Amendment No. 1)

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 Criminal Rules 2013 (Amendment No. 1).

1. These Rules may be cited as the ‘Supreme Court Criminal Rules 2013 (Amendment No. 1)’.

2. The Supreme Court Criminal Rules 2013 are amended as set out below.

3. This amendment will commence on 1 July 2013 or upon its gazettal, whichever is the later.

4. Rule 23 is amended by:

(1) adding after the word ‘witnesses’ in the heading the words ‘and recorded evidence’;

(2) inserting new subrules (5) and (6) as follows:

‘23.05 Subject to any contrary order by the Court, a party who is authorised by the Court under Section 13C(3) of the Evidence Act 1929 to take custody of an audio visual record of evidence:

(1) will be provided with a duplicate copy of the record;

(2) is to use the duplicate copy of the record for the sole purpose of the related proceedings in respect of which the authorising order is made;

(3) is not to copy or disseminate the duplicate record to any third party; and

(4) is to ensure the safekeeping of the duplicate record and to return it to the Court at the conclusion of the related proceedings in respect of which the authorising order is made.

23.06 If editing of an official record of evidence is required under Section 13D(3) of the Evidence Act 1929:

(1) the party will be provided with a duplicate copy of the official record and the editing is to be carried out on the duplicate copy;

(2) the party is to ensure that the edited version is prepared in a form which, if tendered, may be displayed on the Court’s audio or audio visual equipment; and

(3) the party is to keep all edited versions of the official record in safekeeping and, at the conclusion of the proceeding, is to return to the Court all edited versions which are not otherwise already in the custody of the Court.’

5. Form 9 is amended by deleting the first paragraph and inserting the following paragraph in its place:

‘The Director of Public Prosecutions gives notice of the intention of the Director at trial to seek to adduce evidence of discreditable conduct of [*insert name*] and, in respect of each count and each allegation of discreditable conduct, provides the following separate particulars:’

6. Form 10 is amended by deleting the first paragraph and inserting the following paragraph in its place:

‘The defendant [*insert name*] gives notice of the intention of the defendant at the trial to seek to adduce evidence of discreditable conduct of [*insert name of co-defendant*] and, in respect of each count and each allegation of discreditable conduct, provides the following separate particulars:’

7. Form 11 is amended by deleting its substantive contents and inserting the following in its place:

‘Take notice that [*insert name or title of party objecting*] will object to the evidence of discreditable conduct proposed to be adduced by [*insert name of relevant party*].’

The evidence of discreditable conduct to which objection is taken is [*specify the particular proposed evidence of discreditable conduct to which objection is taken*].

The grounds of objection are:

[*set out, separately in relation to each allegation of discreditable conduct, the grounds of objection*].’

GIVEN under our hands and the Seal of the Supreme Court of South Australia this 30th day of May 2013.

(L.S.) C. KOURAKIS, CJ
T. A. GRAY, J
J. R. SULAN, J
M. VANSTONE, J
T. R. ANDERSON, J
R. C. WHITE, J
P. KELLY, J
D. H. PEEK, J
M. F. BLUE, J
T. L. STANLEY, J
K. G. NICHOLSON, J

SOUTH AUSTRALIAN WATER CORPORATION

Miscellaneous Fees and Charges

The following fees and charges are fixed for the period 1 July 2013 to 30 June 2014.

J. F. RINGHAM, Chief Executive, South Australian Water Corporation

FEE Name – Water/ Recycled Water	Fee 2013-14
Standard Capital Contribution- Water Main**	\$3,299.00
Installation of connection (includes installation of meter)	
20 mm Connection	\$2,305.00
25 mm Connection	\$3,271.00
40 mm Connection	\$4,576.00
50 mm Connection	\$6,394.00
>50 mm Connection	Estimated cost to deliver service
Installation	
20 mm meter	\$312.00
25mm Meter	\$387.00
40 mm Meter	\$701.00
50mm Meter	\$1,777.00
20 mm Meter on 1-12 Meter Manifold	\$454.00
25 mm Meter on 1-5 Meter Manifold	\$583.00
100 mm Fire Connection	\$10,170.00
150 mm Fire Connection	\$12,904.00
>150 mm Fire Connection	Estimated cost to deliver service
100 mm Isolating Valve for Fire Connection*	Estimated cost to deliver service
150 mm Isolating Valve for Fire Connection*	Estimated cost to deliver service
200 mm Isolating Valve for Fire Connection*	Estimated cost to deliver service
>200 mm Isolating Valve for Fire Connection*	Estimated cost to deliver service
Permanent Overhead Standpipe and Meter	Estimated cost to deliver service
Replacement of meter	
Renew/Replace 15 mm – 20mm meter	\$311.00
Renew/Replace 25 mm Meter	\$380.00
Renew/Replace 40 mm Meter	\$671.00
Renew/Replace 50 mm Meter	\$1,690.00
Renew/Replace >50 mm Meter	Estimated cost to deliver service
Repair or replacement of fittings other than meters	
Meter Repair- 15mm, 20mm, 25mm	\$212.00
Meter Repair – 32mm and 40 mm	\$335.00
Meter Repair- 50mm	\$380.00
Meter Repair- greater than 50mm	Estimated cost to deliver service

* GST inclusive

**Application of GST to be confirmed by the ATO, fee currently excludes GST

Disconnection	
Disconnect Fire Connection	\$4,794.00
Disconnect <50 mm Water Connection	\$537.00
Disconnect >50mm Water Connection	Estimated cost to deliver service
Remove Water Meter – Connection Remains	\$99.00
Relocation and installation of meter	
Relocate 20-25mm Unmetered Connection 0.1-0.5m	\$854.00
Relocate 20-25mm Unmetered Connection 0.6-1.0m	\$945.00
Relocate 20-25mm Unmetered Connection 1.1-2.0m	\$1,050.00
Relocate 20-25mm Unmetered Connection 2.1-3.0m	\$1,151.00
Relocate 20-25mm Unmetered Connection 3.1-4.0m	\$1,256.00
Relocation of metered connection	
Relocate 20-25mm Metered Connection 0.1-0.5m	\$523.00
Relocate 20-25mm Metered Connection 0.6-1.0m	\$662.00
Relocate 20-25mm Metered Connection 1.1-2.0m	\$763.00
Relocate 20-25mm Metered Connection 2.1-3.0m	\$903.00
Relocate 20-25mm Metered Connection 3.1-4.0m	\$1,051.00
Rotation of connection	
Rotate 20 mm/ 25 mm meter	\$167.00
Rotate 40 mm meter	\$645.00
Raising or lowering of water connection	
Raise/lower 15 mm – 20 mm Connection	\$654.00
Raise/Lower 25mm-50mm Connection	\$1,081.00
Raise/ Lower >50 mm Connection	Estimated cost to deliver service
Shortening and extension of water connection	
Shorten 20 mm – 25 mm Connection	\$897.00
Shorten 32mm – 50mm Connection	\$1,048.00
Shorten >50mm Connection	Estimated cost to deliver service
Extension of Connection	Estimated cost to deliver service
Restoration	
Restoration Fee- At Meter	\$45.25
Restoration Fee- At Main Pipe	Estimated cost to deliver service
Restoration Fee- Where Connection pipe in ground and can be used	\$438.00
Provide and install metal underground box to cover meter	
Underground Box for 20- 25 mm Meter	\$674.00
Underground Box for 32- 50 mm Meter	\$1,999.00
Underground Box for >50 mm Meter	Estimated cost to deliver service
Underground Box for Multiple Meters	\$1,283.00

* GST inclusive

**Application of GST to be confirmed by the ATO, fee currently excludes GST

Meter Test Fee	
Meter test fee – 20mm- 25mm on site Meter Flow Test	\$70.00
Meter test fee – 20mm- 25mm Meter	\$226.00
Meter test fee >25mm Meter	Estimated cost to deliver service
Developer Agreement Construction: Water Supply (drinking) & Recycled Water Supply	
Administration & Document Fee – Level 1 consultant*	\$1,589.00
Administration & Document Fee – Level 2 consultant*	\$2,316.00
Design Examination Fee- per metre*	\$2.56 per metre
Contract Examination Fee*	\$509.00
Contract Inspection Fee – per metre*	\$3.45 per metre
Design and admin	
Water Administration Fee- 7.5% for first \$50,000	7.50% +GST
Water Administration Fee- 4.5% for next \$100,000	4.50% +GST
Water Administration Fee – 2.0% thereafter	2.00% +GST
Fee Name – Wastewater	
Fee 2013-14	
Standard Capital Contribution- Sewerage**	\$6,467.00
Installation of connection (including connection application fee)	
100 mm Wastewater Connection & Application Fee	\$4,360.00
150 mm Wastewater Connection & Application Fee	\$6,930.00
>150 mm Wastewater Connection & Application Fee	Estimated cost to deliver service
Additional Connection sewer >450mm	Estimated cost to deliver service
Disconnection charge	
Disconnect 100/150mm Connection	\$871.00
Disconnect >150 mm Wastewater Connection	Estimated cost to deliver service
Sewer connection application fee	
Wastewater 100 mm Application Fee only*	\$165.00
Wastewater 150 mm Application Fee only*	\$626.00
Wastewater >150 mm Application Fee only*	Estimated cost to deliver service
Construction: Sewerage	
Administration & Document Fee – Level 1 consultant*	\$2,610.00
Administration & Document Fee – Level 2 consultant*	\$3,843.00
Design Examination Fee- per metre*	\$2.56 per metre
Contract Examination Fee*	\$458.00
Contract Inspection Fee – per metre*	\$5.15 per metre
Design and admin	
Sewerage Administration Fee- 7.5% for first \$50,000	7.50% +GST
Sewerage Administration Fee- 4.5% for next \$100,000	4.50% +GST
Sewerage Administration Fee – 2.0% thereafter	2.00% +GST

* GST inclusive

**Application of GST to be confirmed by the ATO, fee currently excludes GST

Fee Name – Trade Waste	Fee 2013-14
Trade Waste	
Trade Waste Application Fee – Complex*	\$556.00
Trade Waste Application Fee – Non-Complex*	\$197.00
Trade Waste Audit Fee- Complex*	\$262.00
Trade Waste Audit Fee- Non-complex*	\$116.00
Waste Macerator Discharge	\$810 per unit
Trade Waste Volume & Load Charges -Flow per kL	\$0.151 per kL
Trade Waste Volume & Load Charges – Biochemical Oxygen Demand (per kg) <1000 mg/L	\$0.251 per kg
Trade Waste Volume & Load Charges – Biochemical Oxygen Demand (per kg) >1000 mg/L	\$0.378 per kg
Trade Waste Volume & Load Charges – Suspended Solids (per kg) <500 mg/L	\$0.218 per kg
Trade Waste Volume & Load Charges – Suspended Solids (per kg) >500 mg/L	\$0.315 per kg
Trade Waste Volume & Load Charges – Nitrogen (per kg)	\$0.392 per kg
Trade Waste Volume & Load Charges- Phosphorus (per kg)	\$1.908 per kg
Trade Waste Volume & Load Charges- Total Dissolved Solids (per kg) >650 mg/L	\$0.126 per kg
Sampling & Monitoring Charges*	Estimated cost to deliver service
Trade Waste Administration Charge*	\$67.50
Hauled Waste	
Non-domestic hauled waste – Volume	\$1.37 per kL
Non-domestic hauled waste – Biochemical Oxygen Demand	\$0.85 per kg
Non-domestic hauled waste – Suspended Solids	\$1.25 per kg
Non-domestic hauled waste – Total Dissolved Solids	\$1.89 per kg
Non-domestic hauled waste – Nitrogen	\$0.34 per kg
Non-domestic hauled waste – Phosphorus	\$1.70 per kg
Septic Waste Charges (per kL)	\$36.72 per kL
Holding Tank Waste Charges (per kL)	\$6.90 per kL
Liquid hauled waste – Replacement of receiving station swipe card*	\$113.00
Stormwater to Sewer	\$10 per square metre
Fee Name – Other	
Fee 2013-14	
Certificate and Encumbrance Fee	\$16.70
Special Meter Reading Fee	\$15.70
Dishonoured payment charge	\$21.50
Overdue Payment Fee	\$8.50
Charge for visit in relation to the non-payment of a charge	\$30.50
Easement Extinguishment/Variation Admin Fee- investigation and advice*	\$458.00
Easement Extinguishment/Variation Admin Fee-execution of documents*	\$83.00
Clare - Availability Charge	\$2,626.00 per ML
Beekeeping Licence*	\$373.00
Property Lease Preparation Fee for Non-Commercial Agreements*	Estimated cost quoted by Corporation within the lease agreement
Network Analysis*	\$435.00

* GST inclusive

**Application of GST to be confirmed by the ATO, fee currently excludes GST

Recycled Water - On Property Audit Fee*	\$75 per audit
External Aquamap Access Fee*	\$192.00
Customer Services Group hourly service fee*	\$72 per hour
Business Sustainability Consultation Fee*	\$90 per hour
Clip & Meter Lock Fee – Large*	\$28.00
Standard Water Flow Test – Fire Plug	\$124.00
Additional Fire Plug- Water Flow Test – Same day, same site	\$22.50
Recharge for collection of overdue accounts	Based on cost incurred by Corporation
Fee Name – Water Supply Augmentation	Fee 2013-14
Ardrossan/Tiddy Widdy Beach	
First 100 Allotments – per allotment*	\$13,125.00
Further Allotments - per allotment*	\$19,998.00
Bordertown	
Per Residential Equivalent Allotment*	\$1,414.00
Carrackalinga, Normanville & Yankalilla	
Per Residential Equivalent Allotment*	\$1,246.00
Coffin Bay	
Per Residential Equivalent Allotment*	\$8,317.00
Copper Coast Stage 3	
Includes Kadina, Moonta, Moonta Bay, Port Hughes, Wallaroo	
Per Residential Equivalent Allotment*	\$11,211.00
Kingston	
Per Residential Equivalent Allotment*	\$3,902.00
McLaren Vale/McLaren Flat	
Per Residential Equivalent Allotment*	\$536.00
Moana	
Per Hectare*	\$13,455.00
Port Broughton	
Per Residential Equivalent Allotment*	\$4,403.00
Port Vincent	
Per Residential Equivalent Allotment*	\$5,144.00
Robe	
Per Residential Equivalent Allotment*	\$6,467.00
Roseworthy	
Per Residential Equivalent Allotment*	\$1,624.00
South Coast Townships	
Per Residential Allotment*	\$1,849.00
Per Commercial Allotment*	\$2,664.00
Stansbury	
Per Residential Equivalent Allotment*	\$17,488.00
Strathalbyn	
Per Residential Equivalent Allotment*	\$1,524.00
Tumby Bay	
Per Residential Equivalent Allotment*	\$3,204.00
Port Wakefield	
Per Commercial and Industrial Connection – Per kilolitre of peak daily flow*	\$687.00

* GST inclusive

**Application of GST to be confirmed by the ATO, fee currently excludes GST

Fee Name – Sewer Augmentation	Fee 2013-14
Burton Per Hectare*	\$1,815.00
Le Fevre Peninsula Per Residential Allotment* Per Commercial Allotment *	\$1,090.00 \$2,452.00
Lonsdale Per Hectare*	\$9,571.00
Northern Suburbs Per Residential Allotment* Per Commercial Allotment*	\$1,379.00 \$3,103.00
Sheidow Park Per Hectare*	\$5,651.00
Victor Harbor Per Residential Equivalent Allotment*	\$2,740.00
Fee Name – Common Effluent per premise	Fee 2013-14
District Council of Barossa	\$94.00 per premise
District Council of Grant	\$94.00 per premise
Other Areas	\$142.00 per premise

* GST inclusive

**Application of GST to be confirmed by the ATO, fee currently excludes GST

SOUTH AUSTRALIAN WATER CORPORATION

Rates and Charges for Water Supplies, Sewerage Services and Recycled Water Supplies

The following rates and charges for services to land are fixed for the period 1 July 2013 to 30 June 2014. The application of rates and charges for residential, commercial and non residential properties is identified on the bill.

J. F. RINGHAM, Chief Executive, South Australian Water Corporation

Water rates and charges

Residential and Vacant Land (excludes country lands)

Description	Rate
Supply Charge	\$274.80 per annum

Water Use Charges (determined by the timing of quarterly meter readings) as per schedule.

Residential and vacant land properties having the following land use codes (if not otherwise specified in this gazette):	
(a) Houses with land use codes 1100, 1101, 1118, 1119 and 1912;	
(b) Units, maisonettes, townhouses and row houses (various categories) with land use codes in range 1200 to 1399;	
(c) Shacks with land use codes 1920 and 1921:	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$2.26 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day up to, and including, 1.4247 kilolitres per day	\$3.23 per kilolitre
(iii) for each kilolitre supplied over 1.4247 kilolitres per day	\$3.49 per kilolitre
Residential and vacant land properties with land use codes other than the above (if not otherwise specified in this gazette):	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$2.26 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day	\$3.23 per kilolitre

Commercial Land (excludes country lands)

Commercial land is rateable land, excluding country lands, used for commercial purposes including the wholesale and retail trade in goods and the provision of a service of any kind (if not otherwise specified in this gazette).

The commercial supply charge is based on the greater of the property charge or minimum supply charge.

Description	Rate & Charge	Class of land affected
<i>Supply charge & rates</i>		
Rate to be applied to the capital value of commercial land to determine the supply charge	\$0.000700 per dollar of capital value per annum	All commercial land
Minimum supply charge	\$274.80 per annum	Commercial land other than strata/community titled parking spaces under land use code 6532
Minimum supply charge	\$137.40 per annum	Commercial land classified as strata/community titled parking spaces under land use code 6532
<i>Water Use Charge</i>		
Water use charge determined by the timing of quarterly meter readings	\$3.23 per kilolitre	

Non Residential Land

Non residential land is land not specified under residential or commercial land in this gazette and includes country lands.

Description	Rate
Supply Charge	\$274.80 per annum
Water Use Charge (determined by the timing of quarterly meter readings)	\$3.23 per kilolitre

Community Concession Water Rates

Supply Charge applied to all lands subject to concessional rates - \$274.80

Water use charges (determined by the timing of quarterly meter readings):

Class of Land Affected	Charged determined according to the volume of water supplied	
All land that has been acquired or is used exclusively for charitable purposes or for public worship and all land that has been acquired or is used for the purpose of a Children's Services Centre within the meaning of the Children's Services Act, 1985	(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$1.70 per kilolitre
	(ii) for each kilolitre supplied over 0.3288 kilolitres per day	\$2.42 per kilolitre
Community Swimming Pools	a) Water use up to 13 fills of pool(s)	\$0.30 per kilolitre
	b) Water use over 13 fills of pool(s)	\$3.23 per kilolitre
Soldiers Memorial Gardens		\$0.66 per kilolitre

Special Agreements

Rates payable in respect of special agreements apply where the Corporation has entered into an agreement with the owner or occupier of the land to supply water by measure, subject to rates (as set out below) and terms and conditions determined by the Corporation.

Description

Rate

Rates for Supply by Measure: (if not otherwise specified in this gazette)

Supply charge	\$274.80 per annum
Water use charges payable in respect to land, as determined by the timing of quarterly meter readings, and having the following land use codes:	
(a) Houses with land use codes 1100, 1101, 1118, 1119 and 1912;	
(b) Units, maisonettes, townhouses and row houses (various categories) with land use codes in the range 1200 to 1399;	
(c) Shacks with land use codes 1920 and 1921.	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$2.26 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day up to, and including, 1.4247 kilolitres per day	\$3.23 per kilolitre
(iii) for each kilolitre supplied over 1.4247 kilolitres per day	\$3.49 per kilolitre
Water use charges payable in respect to land with land use codes other than the above or for which the Corporation does not have a land use code (as determined by the timing of quarterly meter readings):	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$2.26 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day	\$3.23 per kilolitre

Marla water supply

Supply charge	\$549.60 per annum
Water use charges payable in respect to land in the Marla water supply area for water supplied and having the following land use codes (as determined by the timing of the relevant meter reading period):	
(a) Houses with land use codes 1100, 1101, 1118, 1119 and 1912;	
(b) Units, maisonettes, townhouses and row houses (various categories) with land use codes in the range 1200 to 1399;	
(c) Shacks with land use codes 1920 and 1921.	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$4.52 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day up to, and including, 1.4247 kilolitres per day of the relevant meter reading period	\$6.46 per kilolitre
(iii) for each kilolitre supplied over 1.4247 kilolitres per day	\$6.98 per kilolitre
Water use charges payable in respect to each and every supply in the Marla water supply area for water with land use codes other than above or for which the Corporation does not have land use codes (as determined by the timing of quarterly meter readings):	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$4.52 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day	\$6.46 per kilolitre

Northern Railway Towns

Northern railway towns include the towns of Terowie, Oodla Wirra, Yunta, Manna Hill, Olary and Cockburn.

Supply charge.....	\$549.60 per annum
Additional water use charges payable for water supplied to or in relation to land and standpipes (determined by the timing of the relevant meter reading period):	
(i) for each kilolitre supplied up to, and including, 0.3288 kilolitres per day	\$2.26 per kilolitre
(ii) for each kilolitre supplied over 0.3288 kilolitres per day	\$12.92 per kilolitre

Clare Valley Water Supply Scheme Area

Description	Rate
Supply charge	\$274.80 per annum
Water use charge	\$3.23 per kilolitre
Water use charge for water other than contract quantity supplied from the pipeline during the notice period to land located in the Clare Valley Water Supply Scheme Area in accordance with an Irrigation Agreement	\$3.23 per kilolitre
Water use charge for water taken from the pipeline during the notice period other than in accordance with an agreement with the Corporation	\$3.23 per kilolitre

Marree/Oodnadatta Water Supply area - Water Use Charges

Water use charges payable in respect to land in the Marree/Oodnadatta water supply area for water supplied having the following land use codes (as determined by the timing of quarterly meter readings):

- (a) Houses with land use codes 1100, 1101, 1118, 1119 and 1912;
- (b) Units, maisonettes, townhouses and row houses (various categories) with land use codes in the range 1200 to 1399;
- (c) Shacks with land use codes 1920 and 1921.
 - (i) for each kilolitre supplied up to, and including, 0.7233 kilolitres per day \$0.00 per kilolitre
 - (ii) for each kilolitre supplied over 0.7233 kilolitres per day up to, and including, 1.0521 kilolitres per day \$2.26 per kilolitre
 - (iii) for each kilolitre supplied over 1.0521 kilolitres per day up to, and including, 2.1479 kilolitres per day \$3.23 per kilolitre
 - (iv) for each kilolitre supplied over 2.1479 kilolitres per day \$3.49 per kilolitre

Water use charges payable in respect to each and every supply in the Marree/Oodnadatta water supply area for water with land use codes other than above or for which the Corporation does not have land use codes (as determined by the timing of quarterly meter readings):

- (i) for each kilolitre supplied up to, and including, 0.7233 kilolitres per day \$0.00 per kilolitre
- (ii) for each kilolitre supplied over 0.7233 kilolitres per day \$3.23 per kilolitre

Hydrants**Water supplied through Hydrants - Charges**

Description	Rate
Water use	\$3.23 per kilolitre
Application fee	\$289.00 per annum
Quarterly rental fee	\$90.00 per quarter
Charge for additional administration cost in relation to breach of terms and conditions	\$132.00 per annum

Service Rent

An annual charge applies where additional services are provided (eg additional meters) excluding Country Lands and recycled water to the Mawson Lakes, Lochiel Park and Seaford Meadows recycled water supply areas.

Annual charge for each additional service \$274.80 per annum

Country Lands

An annual charge applies where additional services are provided (eg additional meters)

Annual charge for each additional service per every 250 hectares of contiguous land \$274.80 per annum

Sewerage rates and charges

Scales for Calculation of Sewerage Rates

Annual sewerage charges are based on the greater of the minimum charge or property based charge.

An indirect connection applies where the land owner or occupier has entered into an agreement with the Corporation to effectively drain sewage to the sewerage system.

Scale	Rate (\$)	Land Affected
\$0.001261 per dollar of capital value	341.40	All residential land in the Adelaide and Aldinga drainage areas
\$0.0006305 per dollar of capital value	341.40	All residential land in the Adelaide and Aldinga drainage areas with an indirect sewer connection
\$0.001392 per dollar of capital value	341.40	All non-residential land in the Adelaide and Aldinga drainage areas except strata/community titled parking spaces under land use code 6532
\$0.000696 per dollar of capital value	341.40	All non-residential land in the Adelaide and Aldinga drainage areas except strata/community titled parking spaces under land use code 6532 with an indirect sewer connection
\$0.001392 per dollar of capital value	85.35	All non-residential land in the Adelaide and Aldinga drainage areas classified as strata/community titled parking spaces under land use code 6532
\$0.001661 per dollar of capital value	341.40	All residential land in other drainage areas
\$0.0008305 per dollar of capital value	341.40	All residential land in other drainage areas with an indirect sewer connection
\$0.001937 per dollar of capital value	341.40	All non-residential land in other drainage areas except strata/community titled parking spaces under land use code 6532
\$0.0009685 per dollar of capital value	341.40	All non-residential land in other drainage areas except strata/community titled parking spaces under land use code 6532 with an indirect sewer connection
\$0.001937 per dollar of capital value	85.35	All non-residential land in other drainage areas classified as strata/community titled parking spaces under land use code 6532

Community Concession Sewerage Rates

Annual sewerage access charges based on the lesser of:

- property value
- minimum sewerage charge
- water closet charge (the unit rate x no. of water closets)

Description	Rate
Charge determined according to number of water closets draining into the sewerage system	Land affected
\$95.20 per water closet draining into the sewerage system	All land that has been acquired or is used exclusively for charitable, public worship or a municipal corporation exclusively for the purposes of the Corporation.
\$130.40 per water closet draining into the sewerage system	All other concessional land.

Recycled Water

Description	Rate
Dual residential reticulated recycled water use	\$2.03 per kilolitre
Supply charge	\$274.80 per annum
Water use – Christies Beach	\$0.06070 per kilolitre
Water use – Port Augusta	\$0.07409 per kilolitre

WATER INDUSTRY ACT 2012

Standard Customer Contract and Standard Terms and Conditions of Retail Services

THE following Standard Customer Contract including standard terms and conditions for the sale and supply of retail services is published pursuant to Section 36 of the Water Industry Act 2012.

J. F. RINGHAM, Chief Executive, South Australian Water Corporation

SOUTH AUSTRALIAN WATER CORPORATION
STANDARD CUSTOMER CONTRACT

1. PARTIES

This document constitutes a **contract** between:

South Australian Water Corporation (SA Water)

250 Victoria Square

Adelaide SA 5000

(referred to in this **contract** as **we, our** or **us**)

and

You, the **customer**, as defined in Annexure A (referred to as **you** or **your**).

2. APPLICATION

2.1 Who does this **contract** apply to?

- (a) all existing **customers**, being **residential customers, non-residential customers** and **country lands customers** that currently receive **our retail service**;
- (b) **customers** applying for a connection in accordance with **our Connections Policy** and **Augmentation Policy**;
- (c) **customers** who currently receive, or will receive upon successful connection, **our retail service** with **special characteristics** relevant to the provision of that **retail service**;
- (d) persons who are required to pay **us** an **availability charge** under the **Regulations** but such persons will be considered to be a **customer** only for the purposes of clauses 9,10, 11, 12, 13, 14, 18, 21, 22 and 23 of this **contract**.

2.2 Who does this contract not apply to?

This **contract** does not apply where:

- (a) **we** provide a **non-standard retail service**; or
- (b) prior to the commencement of this **contract**, **you** were a **non-residential customer** receiving a **retail service** from **us** pursuant to the existing written agreement.

3. DESCRIPTION OF A RETAIL SERVICE

- 3.1 This **contract** covers the supply by **us** of a **retail service** to **customers** connected to **our network** or **customers** who apply to be so connected. The **retail service** comprises any of the following:
- (a) a **water retail service**; and /or
 - (b) a **sewerage retail service**;
- 3.2 A **water retail service** comprises **drinking water** and/or **non-drinking water** supplied to **you** by **our water reticulation network** and, where applicable, a **dual reticulation recycled water service**.
- 3.3 A **sewerage retail service** comprises a service to remove **domestic waste** from **your supply address** via **our sewerage reticulation network**.
- 3.4 **We** may reclassify a **customer** as a **residential customer** or a **non-residential customer** in relation to a **supply address** after the commencement of this **contract** in accordance with **applicable regulatory instruments**.
- 3.5 **We** will provide **your retail service** in accordance with all **applicable regulatory instruments**.

4. TERM

4.1 When does this contract start?

- (a) If you are an existing **customer**, this **contract** commences when it is published in accordance with section 36 of the **Act**.
- (b) If you are a new **customer**, this **contract** starts on the date **you** apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- (c) If you are a person who becomes the registered proprietor of a **supply address** this **contract** commences upon transfer of ownership of that **supply address** to you.

4.2 When does this contract end?

- (a) This **contract** ends when it is terminated in accordance with clause 18.1 and 18.2 of this **contract**.
- (b) If **you** do not give **us** safe and unhindered access to the **supply address** to conduct a final **meter** reading (where relevant), this **contract** will not end under clause 4.2(a) until **we** have issued **you** a final bill and **you** have paid any outstanding amount owed to **us** under this **contract**.
- (c) **Our** rights and obligations accrued before the end of this **contract** continue despite the end of this **contract**, including **our** right to require **you** to pay amounts due to **us**.
- (d) **Your** right to dispute a bill under clause 12 and recover amounts **we** have overcharged **you** in accordance with clause 13 continues despite the end of this **contract**.

5. YOUR GENERAL OBLIGATIONS

5.1 Infrastructure

- (a) **You** must maintain all infrastructure on **your** side of the **connection point**.
- (b) If installation of internal infrastructure at **your supply address** is reasonably required in order for us to provide you a **retail service** then **you** must provide that infrastructure in compliance with all **applicable regulatory instruments**.

5.2 Meters

- (a) Unless **we** agree otherwise, **we** will install a **meter** on **your supply address** of a size and in a location determined by **us** and in accordance with **our Connections Policy** to measure the quantity of **water** **we** supply to **you**.
- (b) Separate **meters** are required for the provision of **water** and **recycled water**.

5.3 Ownership of the water meter

- (a) The **meter** is **our** property and includes the outlet riser of the **meter** to **your** property, inlet riser, stop tap and associated fittings.
- (b) **You** must not use the stop tap to control **water** and/or **recycled water** at the **supply address** unless that stoppage is reasonably necessary to undertake required temporary repairs to **your** infrastructure or to deal with an emergency.
- (c) **We** do not accept responsibility for damage or loss including **water** and/or **recycled water** as a result of stop tap malfunctions unless that damage or loss is caused by **our** negligence. An isolation valve should be installed to **your** internal pipework by a licensed plumber if **you** wish to control the **water** and/or **recycled water** supply at **your supply address**.
- (d) **You** must protect the **meter** from accident or damage and charges apply for the replacement of a damaged or lost **meter** and/or fittings.

5.4 Right to enter

- (a) **We** have, together with **our** employees and contractors, the right to enter **your** property to read the **meter** located at **your supply address** or to perform planned or unplanned maintenance to **our** infrastructure located at **your supply address**, in each case in accordance with sections 44 and 45 of the **Act**.
- (b) **You** must keep the **meter** clear from obstruction and ensure **we** can safely and conveniently access and read the **meter** at **your supply address**.

5.5 Accuracy of water meters

- (a) If **you** believe **your meter** is not accurately recording **your water** and/or **recycled water** usage **you** may request that **we** test **your meter**. If **you** make a request **you** must pay **us** in advance **our** charge for checking the **meter** reading, metering data or for testing the **meter** as per **our Fees and Charges Schedule**.

- (b) If the **meter** is found to be within the 5% limits for reasonable accuracy (i.e. +/- 5%) **your** current bill stands and **you** will be charged the **meter** testing fee (please refer to **our Fees and Charges Schedule** available on **our** website).
- (c) If the **meter** is found to be over-recording outside of the reasonable limits referred to in clause 5.5(b) then:
 - (i) the **meter** testing fee paid under clause 5.5(a) will be credited to **your** next bill; and
 - (ii) **we** will credit **your** next bill with the percentage amount for which the **meter** has been over-recording for a period of 12 months prior to the replacement of **your meter**.
- (d) If **your meter** is found to be under-recording **we** may recover under-charged amounts from **you** using the estimation methodology referred to in clause 10.4 but subject to the limits expressed in clause 14(b).
- (e) If **your meter** is found, by **us**, to be within the acceptable limits but **you** still believe the **meter** is inaccurate **you** have the right to have the **meter** independently tested at **your** cost. If the **meter** is found by such test to be over-recording outside the reasonable limits referred to in clause 5.5(b) **we** will credit the testing fees against **your** next bill.

5.6 Dual reticulation recycled water service supply obligations

With regard to a **dual reticulation recycled water service**:

- (a) **You** must not take **recycled water** from the **dual reticulation recycled water network** at **your supply address** other than in accordance with this **contract**.
- (b) **You** must only use **recycled water** for purposes as set out in **our** Recycled Water Household Guide available on **our** website .
- (c) **You** are permitted to use **recycled water** at **your supply address** only. **You** are not permitted, without **our** prior written consent, to supply **recycled water** to any other person or property.
- (d) The **dual reticulation recycled water network** downstream of the **connection point** must, at **your** cost, comply at all times with all provisions and directions under the **applicable regulatory instruments** or any other law relating to standards of work, materials and plumbing.
- (e) **You** must ensure that the **water reticulation network** at **your supply address** is independent of the **dual reticulation recycled water network** at **your supply address** and any other alternate water system (e.g. rain water).
- (f) If **your** internal pipework or other on-property plumbing infrastructure does not meet plumbing standard AS/NZS3500.1:2003 (as amended or replaced from time to time), **we** may suspend **your** supply of **recycled water** until **we** are satisfied that the defects are remedied.

- (g) If **we** reasonably consider that it is necessary to minimise the risk of cross-contamination of **your** infrastructure downstream of the **connection point** (even if **recycled water** is no longer used at **your supply address**) **we** may require **you** to conduct inspections and audits of **your** plumbing infrastructure on a five-yearly basis and at transfer of ownership of a **supply address** at **your** cost, performed by a licensed plumber. **We** may require **you** to forward to **us** evidence of the successful completion of an inspection or audit.

5.7 Secondary supplies

You may not supply another **customer** or property with a **retail service** without express permission from **us**.

6. CONNECTIONS

- 6.1 **We** will, on formal request from **you**, connect **your supply address** to the relevant **network** in order to provide **you** with a **retail service** in accordance with **our Connections Policy** and **Augmentation Policy**.
- 6.2 **Fees and charges** for connections apply and will be determined in accordance with **our Connections Policy** and **Augmentation Policy** where relevant. **You** will be advised of the **fees and charges** relevant to **your** connection.
- 6.3 **You** must obtain all necessary approvals from relevant authorities for the laying and maintaining of any infrastructure required to connect to **our** network as per the **Connections Policy**.
- 6.4 **We** will use **our best endeavours** to install connections in line with the **regulatory service standards**.
- 6.5 In accordance with **our Connections Policy** and **Augmentation Policy**, in some areas:
- (a) **you** may be required to implement additional water, recycled water or sewerage infrastructure in order to receive a **retail service** at **your supply address**; and/or
 - (b) a **retail service** may not be available to **you** at **your supply address**; and/or
 - (c) a **retail service** may not be available to **you** at **your supply address** however, a **retail service** with **special characteristics** may be available. This **retail service** with **special characteristics** will be provided under, and in accordance with, the terms of this **contract**.
- 6.6 **We** will notify **you** upon assessment of **your** application for connection if any of the conditions in clause 6.5 apply to **you**.
- 6.7 In accordance with **our Connections Policy** and **Augmentation Policy** where a connection is required in order to provide **you** with a **retail service**, **you** must fund, or part fund in agreement with **us**, any extension or augmentation of the **network** required to connect **your supply address**. These works must be paid for and completed prior to the commencement of the sale and supply of a **retail service** to **you**.

- 6.8 In accordance with our **Connections Policy** and **Augmentation Policy** where you have made a request for a **retail service**, we may not be able to deliver that **retail service**, if the **retail service** is not available at the **supply address** or if the **network** does not have the capacity to deliver the **retail service**.

7. OBLIGATIONS

7.1 Water retail service – Quality

- (a) Where your **water retail service** comprises **drinking water**, we will provide that **drinking water** in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) Our obligation mentioned in clause 7.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this **contract**.
- (c) Where your **water retail service** comprises **non-drinking water** (including **recycled water**) we will provide such a **water retail service** on the basis that such **water** is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a **water retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other **applicable regulatory requirements** applicable to **non-drinking water**.
- (d) We may need to reclassify your **water retail service** from **drinking water** to **non-drinking water** or vice versa for various reasons in accordance with **applicable regulatory instruments**. We will notify you if this occurs.

7.2 Water retail service – reliability

- (a) We will use our **best endeavours** to provide you with a water flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without provision of additional on-site infrastructure. You assume the responsibility of providing such additional water infrastructure.
- (b) We will notify you under clause 7.4 if, due to the **special characteristics** of your **water retail service**, we are unable to provide you with such a flow rate.

7.3 Sewerage retail service – reliability

- (a) If you are connected to our **sewerage reticulation network**, then we will use our **best endeavours** to provide you with a **sewerage retail service** to meet your reasonable needs for the discharge of **domestic waste** in accordance with all relevant health, environmental and other **applicable regulatory requirements**.
- (b) We will use our **best endeavours** to ensure that there are no **sewer overflows** at the **supply address** due to a failure in the **sewerage reticulation network**. In the event of **sewer overflow** due to our negligence, we will use our **best endeavours** to ensure that inconvenience to you is minimised and the affected area is reasonably cleaned up at our cost.

- (c) If a blockage in the **sewerage retail service** occurs in the pipework at the **supply address**, that is, from **your** side of the connection, **you** are responsible for the repairs.
- (d) If a blockage in the **sewerage retail service** occurs within **our sewerage reticulation network**, that is from the supply side of the connection, **we** will clear the blockage at **our** cost unless and to the extent **you** have contributed to the blockage occurring. If **you** have contributed to the blockage, **you** will be liable to pay **us** for the proportion of the costs reasonably determined by **us** to be attributable to **your** contribution to the blockage.
- (e) **You** are not permitted to discharge **restricted wastewater** into **our sewerage reticulation network** under this **contract**.

7.4 Retail service with special characteristics

- (a) If, prior to the commencement of this **contract**, **you** were a customer that **we** supplied a **retail service** to with **special characteristics**, whether under a separate agreement or without a formal agreement in place, this **contract** will now apply to the provision of that **retail service** and the **special characteristics** applicable to that **retail service** will continue to apply.
- (b) **We** will advise **you** of the **special characteristics** of the **retail service** applicable to **you** under this **contract**. For existing **customers**, **we** will advise **you** on commencement of this **contract**. For new **customers** **we** will advise **you** upon assessment of an application by **you** for a **retail service** under this **contract**.

8. INTERRUPTIONS

8.1 Interruptions to a retail service

We may interrupt the supply of **your retail service** in the following instances:

- (a) for maintenance;
- (b) for repair;
- (c) for augmentations to the **network**;
- (d) in the event of emergencies; or
- (e) for health and safety reasons.

8.2 Unplanned interruptions

- (a) In the event of bursts, leaks, blockages and spills in respect of **our network**, **we** will use **our best endeavours** to restore **your retail service** as soon as practically possible and within the timeframes specified in the **regulatory service standards**.
- (b) In the event of an unplanned interruption to **your water retail service** which results in an extended outage of the provision by **us** to **you** of **drinking water**, **we** will use **our best endeavours** to supply **you** with alternative drinking water supplies where required by **you**.

- (c) In the event of an unplanned interruption to **your water retail service**, we will use **our best endeavours** to ensure damage or inconvenience to **you** is minimised. We will compensate **you** for any loss, damage or injury occurring at **your supply address** as a result of a burst, leak, blockage or spill occurring within **our network** to the extent caused by **our negligence**. However, **you** also have a responsibility to take reasonable steps to minimise any damage or injury that may occur.

8.3 Planned interruptions

We will use **our best endeavours** to provide **you** with at least 4 **business days'** notice prior to planned works that will cause an interruption to **your retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

8.4 Water restrictions

At the discretion of the **Minister** we may interrupt, limit or place conditions upon **your water retail service**.

8.5 Illegal use of a retail service

- (a) If **you** are found to be illegally using **our retail service**, or otherwise consuming **our retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may estimate the consumption for which **you** have not paid using an approved estimation method and bill **you** or take debt recovery action against **you** for the under-charged or uncharged amounts.
- (b) By illegally using **our retail service**, clause 11.1 and 11.4 will not apply to **you**.

9. FEES AND CHARGES

9.1 Obligation on customer to pay account

- (a) In consideration of **us** providing **you** the **retail service**, **you** agree to pay **us** the **fees and charges**.
- (b) The rate at which **your retail service** will be charged is set out in **our Fees and Charges Schedule**.

9.2 Changes in fees and charges

- (a) **We** have the right to change **our fees and charges** from time to time.
- (b) Any changes to **fees and charges** applicable to **you** will be re-published in the Gazette in accordance with section 36 of the **Act** and will appear on **our** website.

9.3 Changes in tariff types or rates

- (a) Where the **land use code** applicable to **your supply address** changes we may require **you** to transfer to a different tariff.
- (b) **You** will be notified of the new tariff or rate applicable, retrospectively on **your** next bill.

- (c) Where this occurs within a billing cycle, **we** will calculate on a pro-rata basis using:
 - (i) the old tariff or rate up to and including the effective date for the change; or
 - (ii) the new tariff or rate from the effective date to the end of the billing cycle.

9.4 GST

- (a) Amounts specified in the **Fees and Charges Schedule**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 9.4(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by **you** under this **contract** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

10. BILLING

10.1 Billing cycle

- (a) **We** will use **our best endeavours** to issue **you** a bill at least quarterly.
- (b) **We** may require **you** to enter into a shortened collection cycle that differs from clause 10.1(a) above provided **we** advise **you** in writing of the terms of the arrangement and do so in accordance with **applicable regulatory instruments**.

10.2 Billing address

- (a) **We** will issue a bill to **you** at the **supply address** advised under clause 6.2 unless **you** subsequently nominate another address.
- (b) It is **your** responsibility to advise **us** of any change in billing address, or pending change in billing address, prior to the issue of **your** next bill.

10.3 Basis for bills

- (a) **We** will base **your** bill for a **water retail service** that is metered on:
 - (i) an actual reading of the relevant **meters** at **your supply address** determined in accordance with **applicable regulatory instruments**;
 - (ii) on metering data provided for the relevant **meters** at **your supply address** determined in accordance with **applicable regulatory instruments**;
 - (iii) an estimation of the usage of a **retail service** used by **you** determined in accordance with **our** estimating system approved by **ESCOSA**; and

we will use **our best endeavours** to ensure that there is an actual read of relevant **meters** at **your supply address** as frequently as is required to prepare its bills as required under clause 10.1 and, in any event, at least once every 12 months.

- (b) Where **you** share a single **meter** at the **supply address** with one or more other **customers** a single bill will be issued under this **contract** to be dealt with under the external arrangements of those **customers**. Where those **customers** collectively request us to do otherwise, **we** will apportion the **water** use on a basis approved by **ESCOSA** and issue separate bills to each **customer** receiving a supply from the single **meter**.
- (c) If **you** are a **customer** to whom clause 10.3(b) above applies and **you** request **us** to apportion your bill, and we are able to bill all **customers** separately, **we** will:
 - (i) apportion the consumption of the **water retail service** across the **customers** supplied through that **meter** on a basis approved by **ESCOSA**; and
 - (ii) provide separate bills to each individual **customer** if requested.
- (d) **We** will calculate **your** bill for a **water retail service** that is unmetered in accordance with an estimation system approved by **ESCOSA**.
- (e) **We** will base **your** bill for a **sewerage retail service** on the provisions of any applicable regulatory determination and/or **applicable regulatory instruments**.

10.4 Estimation as basis for bills

- (a) **We** may issue **you** with an estimated bill:
 - (i) based on an estimation of the usage of the relevant **retail service** by **you** in accordance with **applicable regulatory instruments**; or
 - (ii) where the estimation system to be used has been approved by the **ESCOSA**, based on:
 - (A) **your** reading of the relevant **meters**; or
 - (B) **your** prior usage history at that **supply address**; or
 - (C) where **you** do not have a prior usage history at that **supply address**, the average usage by a comparable **customer** over the corresponding period.
- (b) When **we** issue **you** with an estimated bill **we** will publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the **meter**.

10.5 Adjustments to bills subsequent to an estimated bill

- (a) Where **we** provide **you** with an estimated bill under clause 10.4 and the **meter** is subsequently read, **we** will include an adjustment on the next bill to take account of the actual **meter** reading.

- (b) Where **you** have denied access to a **meter** for the purpose of reading that **meter** and subsequently request **us** to replace an estimated bill with a bill based on a reading of the **meter**, **we** will comply with that request but may charge **you** any costs **we** incur in doing so.

10.6 Contents of bills

- (a) **We** may issue a single bill to **you** containing all outstanding **fees and charges** owed to **us** under this **contract**.
- (b) **We** will prepare a bill so that **you** can easily verify that the bill conforms to this **contract** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.

10.7 Pay-by date

- (a) Unless otherwise agreed with **you**, **you** must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than **13 business days** from the date **we** send the bill.
- (b) If **you** have not paid a bill by the pay-by date, **we** will send **you** a reminder notice. This will give **you** a further pay-by date which will not be less than **6 business days** after **we** issue the notice.
- (c) **We** may charge a **non-residential customer** interest on a late payment, at a rate and on terms and conditions as approved by **ESCOSA** from time to time.

10.8 Historical billing data

- (a) **We** will provide billing data to **you** upon request, free of charge, for the previous 2 years at **your supply address** where available.
- (b) Where **you** request billing data for a period of more than 2 years (or if **we** have already provided it to **you**), **we** may impose a charge for providing that data as per **our Fees and Charges Schedule**.
- (c) **We** will provide billing data to a tenant of **your supply address** on request from that tenant upon production of appropriate identification in accordance with processes approved by **ESCOSA** from time to time.

11. PAYMENT

11.1 Hardship Policy

- (a) **We** offer a **Hardship Policy** to all **our residential customers**.
- (b) Pursuant to the **Hardship Policy** **we** will:
 - (i) have a process to identify if **you** are experiencing payment difficulties due to **financial hardship**;
 - (ii) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
 - (iii) have processes in place to adequately train hardship staff;

- (iv) offer alternative payment options including instalment plans;
 - (v) offer **Centrepay** to **residential customers**;
 - (vi) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate and advise **residential customers**;
 - (vii) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
 - (viii) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.
- (c) If **you** are having trouble paying **your** bills due to **financial hardship** we request that **you** advise **us** as soon as possible and prior to the due date on **your** outstanding bill. **We** will then work with **you** to provide flexible payment arrangements and access to the hardship program where eligible.
- (d) The **Hardship Policy** (as amended from time to time) and further details are available on **our** website.

11.2 Payment methods

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

11.3 Charge for dishonoured payments

- (a) This clause 11.3 applies where **you** pay **us** a bill by cheque, by a direct debit from an account with an **authorised deposit taking institution** or by credit card.
- (b) If a payment referred to in this clause is dishonoured or reversed, which results in **us** incurring a fee, **we** may recover the amount of that fee from **you**.

11.4 Flexible payment plans

- (a) **We** offer flexible payment plans in accordance with this clause if **you** are a **residential customer** experiencing payment difficulties and **you** inform **us** in writing or by telephone that **you** are experiencing payment difficulties.
- (b) **Residential customers** experiencing payment difficulties are offered the following flexible payment options:
- (i) a system or arrangement under which a **residential customer** may make payments in advance towards future bills; and
 - (ii) an interest and fee free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges as per the **Disconnections Policy**).
- (c) **We** are not obliged to offer a **residential customer** a flexible payment plan if the **residential customer** has, in the previous 12 months, had 2 such plans cancelled due to non-payment.

- (d) In such a case, **we** will offer another flexible payment plan only if **we** are reasonably satisfied that the **residential customer** will comply with that plan.

11.5 Debt recovery

- (a) **We** will not commence proceedings for the recovery of a debt relating to the sale and supply of a **retail service** by **us** from a **residential customer** if:
- (i) the **residential customer** continues to adhere to the terms of a flexible payment plan or other agreed payment arrangement; or
 - (ii) **we** have failed to comply with the requirements of:
 - (A) **our Hardship Policy** in relation to that **residential customer**; or
 - (B) the **contract** relating to non-payment of bills, payment plans and assistance to **residential customers** experiencing payment difficulties; or
 - (iii) **you** currently have a flow restriction device installed at the relevant **supply address** in accordance with clause 15.
- (b) The provisions in this **contract** regarding **our** rights to recover a debt are in addition to, and do not derogate from:
- (i) rights (including the first charge) granted to **us** by virtue of Part 5 of the *South Australian Water Corporation Act 1994 (SA)*; and
 - (ii) **our** right to recover from **you** all reasonable amounts associated with the recovery of **your** debt to **us** under this clause 11.5, including but not limited to any collections agency fees and/or legal fees.
- (c) **We** may reclassify a **customer** under clause 3.4 in accordance with **applicable regulatory instruments** for the purposes of debt recovery. Both **you** and **ESCOSA** will be notified if **we** choose to exercise this right.

12. Billing disputes

12.1 Reviewing the bill on request

- (a) If **you** disagree with the amount **you** have been charged, **you** can ask **us** to review **your** bill in accordance with **our Enquiries, Complaints and Dispute Resolution Process** under clause 21.
- (b) **We** will use **our best endeavours** to review **your** bill within the timeframes required in the **applicable regulatory instruments**.
- (c) Where **we** are reviewing a bill, **we** may require **you** to pay:
- (i) the greater of:
 - (A) that portion of the bill under review that **we** agree is not in dispute; or

- (B) an amount equal to the average amount of **your** bills in the previous 12 months (excluding the bill in dispute); and
- (ii) any future bills that are properly due.

12.2 Procedures following a review of a bill

- (a) Where, after conducting a review of the bill, **we** are satisfied that it is:
 - (i) correct, **we** may require **you** pay the amount of that bill which is still outstanding; or
 - (ii) incorrect, **we**:
 - (A) will correct **your** bill;
 - (B) will refund (or set off against the amount in 12.2(a)(ii)(C)) any fee paid in advance under clause 12.1(b);
 - (C) may require **you** pay the amount of that bill which is still outstanding; and
 - (D) will advise **you** of the existence of **our Enquiries, Complaints and Dispute Resolution Process** under clause 21.
- (b) **We** will inform **you** that **you** may lodge a dispute with the **Industry Ombudsman** after completion of **our** review of a bill, where **you** are not satisfied with **our** decision in the review and **our** action or proposed action.

13. OVERCHARGING

- (a) If **we** overcharge **you** due to an act or omission on **our** part, **we** will use **our best endeavours** to advise **you** within 10 **business days** of **us** becoming aware of the error.
- (b) If **we** have overcharged **you** and **you** have already paid **your** bill **you** may select from the following options:
 - (i) **we** can credit the amount to **your** account and it will be deducted from **your** next bill;
 - (ii) **we** can repay the amount directly to **you** via cheque; or
 - (iii) **we** can, on written instruction from **you**, pay the amount by cheque to another person or institution on **your** behalf where **you** have provided payment details.
- (c) **We** will repay any amounts overcharged within 10 **business days** of being notified by **you**.
- (d) Where no instruction has been received from **you** within 20 **business days** **we** will pay the overcharged amount to **you** via cheque.
- (e) **We** are not obliged to refund any interest amounts that may be applicable to overcharged amounts.

14. UNDERCHARGING

- (a) **We** can recover from **you** any amounts **we** may have undercharged **you**.
- (b) Where any amount undercharged is as a result of an act or omission on **our** part **we** will recover only the amounts undercharged on the 12 months prior to the **meter** reading date on **your** last bill for metered services. For non-metered services, such as sewerage, **we** will recover only the amounts owed to **us** in the 12 months prior to **us** advising **you** in writing that there has been an error.
- (c) **We** will not charge **you** interest on amounts recovered due to an error on **our** part and **we** will offer **you** a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months or 12 months in any other case.
- (d) **You** must pay amounts undercharged even as a result of an act or omission on **our** part but **you** may negotiate a payment plan up to the eligible period as referred above.

15. RESTRICTION OF A RETAIL SERVICE

15.1 Residential customers

If **you** are a **residential customer**, **we** may, subject to compliance with the **Code**, arrange for the restriction of the supply of **your water retail service** to **you** where:

- (a) **you** have not paid a bill or bills within the required timeframes;
- (b) **you** have not agreed to an offer of a flexible payment plan under clause 11.5 or another payment option to pay a bill;
- (c) **you** have not adhered to **your** obligations to make payments in accordance with the flexible payment plan or another payment option relating to the payment of bills;
- (d) **you** have not complied with the terms of **our Hardship Policy** referred to in clause 11.1 resulting in **you** being removed from that hardship program;
- (e) **you** have not allowed entry to a Water Industry Officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
- (f) **you** have failed to allow, for 3 consecutive billing cycles, access to the relevant **supply address** for the purposes of **meter** reading;
- (g) **you** have used the **water retail service** illegally; or
- (h) an emergency situation arises.

15.2 Non-residential customers

If **you** are a **non-residential customer**, **we** may, subject to compliance with the **Code**, arrange for the restriction of the supply of **your water retail service** at any of **your supply addresses** at which a **water retail service** is provided where:

- (a) **you** have not paid a bill or bills within the required timeframes;

- (b) **you** have not allowed entry to a water industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
- (c) **you** have failed to allow, for 3 consecutive billing cycles, access to the relevant **supply address** for the purposes of **meter** reading;
- (d) **you** have used the **water retail service** illegally; or
- (e) an emergency situation arises

15.3 Immediate restrictions by SA Water

Subject to compliance with the **Code**, **we** may restrict the supply of a **water retail service** to a **supply address** immediately if **you**:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with clause 11.4 before the expiry of the 5 **business days** period in the restriction warning;
- (b) have accepted the offer of a flexible payment plan in accordance with clause 11.4, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the 5 **business days** period in the restriction warning; or
- (c) have failed to provide access for **meter** reading purposes following the receipt of a notice under clause 15.3.

16. DISCONNECTIONS

16.1 **We** may arrange for the disconnection of **your retail service**:

- (a) if **you** have requested that disconnection in accordance with **our Disconnections Policy**;
- (b) if **you** have used the **retail service** illegally;
- (c) if **you** have refused entry to a water industry officer appointed under the **Act** for the purpose of **meter** reading or other purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**;
- (d) in the case of an emergency; or
- (e) as permitted by the **Code**.

16.2 If we disconnect **your retail service** in accordance with clause 16.1 **you** must pay **us** the **fees and charges** relevant to that disconnection as set out in **our Disconnections Policy**.

17. RESTORATION

- (a) If **we** have disconnected or restricted the supply of **your water retail service** to **you**, **we** will use **our best endeavours** to arrange for the reconnection or removal of flow restrictions as and when required by **us** under the **Code**.

- (b) However, this obligation is subject to:
 - (i) clause 8.5;
 - (ii) **you** making a request for reconnection or removal of water flow restriction; and
 - (iii) **you** paying **our** reasonable charge for reconnection or removal of water flow restrictions as per the **Fees and Charges Schedule**.
- (c) If **you** are a **residential customer**, **we** will not charge **you** a restoration fee where **you** are eligible for the hardship program and agree to participate in that hardship program upon restoration.
- (d) **We** will use **our best endeavours** to reconnect or remove water flow restrictions within the timeframes required by the **regulatory service standards**.

18. TERMINATION OF A RETAIL SERVICE

18.1 Termination by us

We may terminate this **contract** with **you** in accordance with **applicable regulatory instruments** if:

- (a) the supply of the **retail service** to **your supply address** has been disconnected in accordance with other provisions of this **contract** and **you** no longer have a right to be reconnected in accordance with clause 17;
- (b) **you** are no longer the owner of the **supply address** and **we** have entered into a new **contract** with the new owner; or
- (c) circumstances beyond **our** reasonable control mean that the **water reticulation network, sewerage reticulation network** and/or the **dual reticulation recycled water network** necessary to provide the **retail service** to **your supply address** are no longer available.

18.2 Termination by you

- (a) **You** may terminate this **contract** with **us** at any point in accordance with this clause and the **Code**.
- (b) Upon **you** terminating this **contract**, **you** are required to pay **us** all outstanding **fees and charges**, and amounts owed under this **contract**. However **you** retain **your** rights under clauses 12 and 13.
- (c) **You** must provide **us** with three **business days'** notice to terminate this **contract**.
- (d) Notice for the purposes of clause 18.2(c) above may be provided by:
 - (i) personal contact;
 - (ii) telephone;

- (iii) electronic mail; or
- (iv) writing to us.

18.3 Availability charge

If we currently bill you for the payment of an **availability charge**, termination of this **contract** does not affect your obligation under the **Regulations** to continue to pay the **availability charge**.

18.4 Fees and charges for termination

- (a) We may charge the following fees where this **contract** is terminated by you:
 - (i) a **meter** reading fee where an unscheduled **meter** reading is required to finalise your account;
 - (ii) a disconnection fee where removal or physical disconnection of infrastructure is required to cease the flow of services to or from your **supply address** to give effect to the termination of a **retail service**; and
 - (iii) any other **fees or charges** recoverable under the **Act**.
- (b) All **fees and charges** relating to termination will be as outlined in our **Fees and Charges Schedule**.

18.5 Obligation to pay arrears before transferring ownership of land

- (a) If you intend to transfer the ownership of land relating to a **supply address** governed by this **contract**, before doing so, you must pay all outstanding **fees and charges** owing to us before transferring ownership of the said land.
- (b) In the event that you fail to comply with clause 18.4, you remain liable to us for the payment of the outstanding **fees and charges** and we reserve our right to take any action necessary to recover the arrears, including recovering costs associated with enforcing our rights under this clause 18.5.
- (c) Until all amounts due to us with respect to the provision of the **retail service** are paid in full, the first charge granted to us by virtue of Part 5 of the *South Australian Water Corporation Act 1994 (SA)* will remain on the **supply address** to which the relevant **retail services** have been provided.

18.6 Obligation to notify new owner on transfer of ownership

- (a) Upon sale of your supply address to a new owner, you should advise the new owner of the existence of this **contract** and any **special characteristics** of your **retail service**. A copy of the notification we provide you under clause 7.4, or upon assessment of your application for connection, should be provided to any prospective purchasers.
- (b) You may be liable to the new owner for any repercussions of non-compliance with this clause at common law and under relevant legislation.

19. FORCE MAJEURE

19.1 Effect

If, but for this clause 19, a party ("the affected party") would breach this **contract** due to the occurrence of a **force majeure event**:

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

19.2 Notice

The notice referred to above may be given on **our** website. If the effects of a **force majeure event** are widespread, **we** will be deemed to have given notice by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

19.3 Industrial disputes

Nothing in clause 19 requires **us** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by **us**.

20. SPECIAL NEEDS CUSTOMERS – RESIDENTIAL CUSTOMERS

20.1 Notification

- (a) If **you**, or someone **you** reside with has a medical condition where the continuation of a **water retail service** is critical for the operation of a life support equipment (as defined in the **Code**) **you** must:
 - (i) notify **us**, with confirmation from a registered medical practitioner, that a person residing at the **residential customer's supply address** requires that continued use of life support equipment; and
 - (ii) inform **us** if the person for whom the life support requirement is required vacates the **supply address** or no longer requires the life support equipment.
- (b) **We** may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the **supply address**

20.2 Restrictions on us

Once **we** are notified under this clause 20, but subject to clause 20.1(b), **we** will:

- (a) register the **supply address** as a life support equipment address;

- (b) not arrange for the disconnection or restriction of the supply to that **supply address** while the person continues to reside at that address and requires the use of a life support equipment; and
- (c) provide **you** with:
 - (i) at least 4 **business days**' notice of any planned interruptions to supply at the **supply address**; and
 - (ii) an emergency telephone contact number (which is printed on **your** bill or available on **our** website).

21. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

21.1 Enquiries

You can call **our** customer enquiry number on 1300 650 950 for the cost of a local call from anywhere in the **State** to enquire about **our retail services** and related matters. For more information please read **our Enquiries, Complaints and Dispute Resolution Process** on **our** website.

21.2 Complaints and dispute resolution

- (a) **We** have a customer complaints and dispute resolution process in place to deal with:
 - (i) the mechanisms by which a **customer** can make a complaint;
 - (ii) the process to handle complaints;
 - (iii) the timeframes in which complaints should be responded to;
 - (iv) the method of response; and
 - (v) the process for referral to the **Industry Ombudsman** scheme where a complaint is not satisfactorily resolved.
- (b) **You** may make a complaint to **us** regarding **our** services or compliance with this **contract**. **We** will address **your** complaint in the manner set out in **our Enquiries, Complaints and Dispute Resolution Process**. For further information regarding this process please refer to **our** website.
- (c) If **you** are not satisfied with the solution offered or action taken by **us** in response to **your** complaint **you** may have the complaint reviewed by one of **our** senior managers under **our Enquiries, Complaints and Dispute Resolution Process**.
- (d) If **you** are not satisfied with the outcome of **our** internal dispute resolution process **you** may refer the matter to the relevant **Industry Ombudsman** for external dispute resolution.
- (e) **We** request that **you** raise **your** matter with **us** before going to the **Industry Ombudsman**. The **Industry Ombudsman** may refer your complaint back to us if it determines that **you** have not provided **us** with the opportunity to address **your** complaint.

22. INFORMATION AND PRIVACY

- 22.1 We will keep **your** personal information confidential in accordance with the State Government's Information Privacy Principles and **our** Privacy Policy.
- 22.2 In the unlikely event that **we** are unable to provide **your** services and a **supplier of last resort** is appointed by **ESCOSA**, **we** will provide **your** details to the **supplier of last resort**.
- 22.3 **We** will also provide any relevant information to authorities in the event that **you** are under investigation for illegal use of **our** services or of any other crime.
- 22.4 By accepting a **retail service** under this **contract** **you** are agreeing to the release of billing data to a tenant of **your supply address**, in accordance with processes approved by **ESCOSA** from time to time.

23. GENERAL

23.1 Applicable law

The laws in force in the State of South Australia govern this **contract**.

23.2 Our Obligations

Some obligations placed on **us** under this **contract** may be carried out by others engaged by **us** to perform the obligations on **our** behalf.

23.3 Amending the contract

This **contract** may only be amended in accordance with the **Code**. **We** will publish any amendments to this **contract** on **our** website.

23.4 The Code

If the **Code** grants **us** a right which may be included in this **contract**, **our** rights under this **contract** are deemed to include such a right.

ANNEXURE A

The following words have the attributed meanings for the purposes of this **contract**.

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
applicable regulatory instruments	means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, a guideline, or other regulatory instrument issued by ESCOSA which applies to us .
Augmentation Policy	means our augmentation policy as published on our website as may be amended from time to time.
authorised deposit taking institution	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in section 4 of the <i>Acts Interpretation Act 1915 (SA)</i>
availability charge	a charge for the availability of a service (rather than the use of it) that we may charge under section 38 of the Regulations . This is referred to as a water supply charge or a sewerage access charge on your account.
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Centrepay	a free service for customers whereby bills may be paid as regular deductions from the customer's government welfare payments.
Code	means the <i>Water Retail Code – Major Retailers</i> published by ESCOSA as amended from time to time.
customer	means a customer as defined under section 4 of the Act which currently means: “a person who owns land in relation to which a retail service is provided and includes— (a) where the context requires, a person seeking the provision of a retail service; and (b) in prescribed circumstances—a person supplied with retail services as a consumer or user of those services (without limiting the application of this definition to owners of land); and (c) a person of a class declared by the regulations to be customers.”

connection point	means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network , and in respect of a sewerage retail service , the inspection point at your supply address which then connects to the sewerage reticulation network .
Connections Policy	means our connection policy as published on our website as may be amended from time to time.
contract	means this contract which has been approved by ESCOSA under clause 13.1 of the Code .
country lands customer	means a customer who owns land within a country lands water district, being a country lands water district declared by us under section 6 of the <i>Waterworks Act 1932</i> as at immediately prior to 31 December 2012.
Disconnections Policy	means our disconnections policy as published on our website as may be amended from time to time.
domestic waste	means human waste and toilet flushing water, and water used for personal washing; and any wastewater, and substances of a kind and quantity usually contained within it, arising from the ordinary non-commercial domestic washing activities; but does not include discharges from a septic tank or any other facility for the onsite treatment or storage of domestic wastewater.
drinking water	means water that is supplied to your supply address and intended for human use and consumption and complies with relevant health standards.
designated dual reticulation area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
dual reticulation recycled water network	means the system of SA Water owned and/or operated water mains and service pipes for the provision of recycled water to 2 or more locations in the State .
dual reticulation recycled water service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002</i> (SA).

fees and charges	means our fees and charges as specified in the Fees and Charges Schedule .
Fees and Charges Schedule	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
financial hardship	means a situation defined by reasonable assessment by us as a customer having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
force majeure event	means an event outside the control of us , the occurrence of which could not be reasonably foreseen by us , or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Industry Ombudsman	means the industry ombudsman responsible for dealing with disputes under the Act .
land use code	means the code designated by the State Valuation Office for land which determines the land value rate applied by us .
meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Minister	means the Minister for Water and the River Murray.
network	means: <ul style="list-style-type: none"> a. in respect of the water retail service, the water reticulation network or the dual reticulation recycled water network (as the case may be); and b. in respect of the sewerage retail service, the sewerage reticulation network.
non-drinking water	means water that is supplied to your supply address and is not intended for human consumption. Information regarding your supply and its use is available on your account and our website and does not include recycled water .
non-residential customer	means a customer who acquires a retail service and is not a residential customer nor a country lands customer .
non-standard contract	means a contract between us and a customer for the provision by us of a non-standard retail service which contract is not a standard contract approved by ESCOSA under clause 13.1 of the Code .

non-standard retail service	means a retail service and other services we may provide to customers on terms and conditions other than that set out in this standard contract , but such services do not include a retail service provided to customers with special characteristics as described in clause 7.4.
recycled water	means dual reticulation recycled water produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a customer as a dual reticulation recycled water service .
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
regulatory service standards	means the regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by ESCOSA .
residential customer	means a customer which acquires a retail service primarily for their own domestic purposes but does not include a country lands customer .
restricted wastewater	means anything you attempt to discharge through the sewerage system that is not domestic waste and includes trade waste.
retail service	has the meaning described in clause 3.1 of the contract , which services are provided by us under the terms and conditions of this standard contract .
sewage	includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
sewerage retail service	means the collection, storage, treatment or conveyance of sewage through the use of the sewerage reticulated network .
sewerage reticulation network	means the system of SA Water owned and/or operated sewer mains and service pipes for the collection of sewage from individual properties and conveyance to a point of treatment through the use of a reticulated system.
special characteristics	means the particular features or characteristics of the retail service relevant to your supply address which may include, without limitation, special characteristics as to the quality, reliability, flow rate, continuity and other characteristics relevant to that retail service .
supplier of last resort	means a supplier of the retail service , other than us as described in section 29 of the Code .
supply address	means the property address at which the retail service is to be provided under this contract .

water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage .
water restrictions	means limitations on water or recycled water use proclaimed by the Minister from time-to-time.
water retail service	means the supply of water through our water reticulation network and/or the supply of recycled water through our dual reticulation recycled water network .
water reticulation network	means the system of SA Water owned and/or operated water mains and service pipes for the provision of water to 2 or more locations in the State .
