

South Australia

## **ASER (Restructure) Regulations 1998**

under the *ASER (Restructure) Act 1997*

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## Legislative history

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## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *ASER (Restructure) Regulations 1998*.

### 2—Commencement

These regulations will come into operation on 30 June 1998.

### 3—Revocation

The *ASER (Restructure) Regulations 1998* (see *Gazette 5.2.1998 p864*) are revoked.

### 4—Interpretation

In these regulations—

*Act* means the *ASER (Restructure) Act 1997*;

*Adelaide Station subsidiary site*—see regulation 6 and Schedule 1;

*casino site*—see regulation 7;

*Casino subsidiary site*—see regulation 6 and Schedule 1;

*common area*—see regulation 8;

*Convention Centre subsidiary site*—see regulation 6 and Schedule 1;

*Exhibition Hall Car Park subsidiary site*—see regulation 6 and Schedule 1;

*Exhibition Hall subsidiary site*—see regulation 6 and Schedule 1;

*General Plan* or *GP* means a plan affecting land deposited at the General Registry Office at Adelaide pursuant to section 31 of the *Registration of Deeds Act 1935*;

*Hotel subsidiary site*—see regulation 6 and Schedule 1;

*Northern Car Park subsidiary site*—see regulation 6 and Schedule 1;

*Riverside Building subsidiary site*—see regulation 6 and Schedule 1;

*Site*—see regulation 5;

*Southern Car Park subsidiary site*—see regulation 6 and Schedule 1;

*stakeholder 1* means the occupier for the time being of the Hotel subsidiary site;

*stakeholder 2* means the occupier for the time being of the Convention Centre subsidiary site;

*stakeholder 3* means the occupier for the time being of the Northern Car Park subsidiary site;

*stakeholder 4* means the occupier for the time being of the Southern Car Park subsidiary site;

*stakeholder 5* means the occupier for the time being of the Exhibition Hall subsidiary site;

*stakeholder 6* means the occupier for the time being of the Exhibition Hall Car Park subsidiary site;

*stakeholder 7* means the occupier for the time being of the Riverside Building subsidiary site;

*stakeholder 8* means the occupier for the time being of the Adelaide Station subsidiary site;

*stakeholder 9* means the occupier for the time being of the Casino subsidiary site.

## Part 2—The Site and its constituent parts

### 5—The Site

The Site consists of that piece of land being formerly—

- (a) the whole of the land comprised in Certificates of Title Register Book Volume 5101 Folio 624 and Volume 5191 Folio 690; and
- (b) that portion of piece 1 in Deposited Plan No. 46426 marked S, being portion of the land comprised in Certificate of Title Register Book Volume 4401 Folio 352,

but now being the whole of the land comprised in Certificate of Title Register Book Volume 5522 Folio 16 and portion of the land comprised in Certificates of Title Register Book Volume 5522 Folios 12 and 15.<sup>1</sup>

**Note—**

- 1 The Site was defined and enlarged by the *ASER (Restructure) Regulations 1998* (see *Gazette 5.2.1998 p864*). Since then new Certificates of Title have been issued in relation to the Site.

### 6—Subsidiary sites

Pursuant to sections 3 and 7 of the Act, each of the parts of the Site defined in Schedule 1 is a subsidiary site.

**Note—**

Regulations 6, 7 and 8 are made by agreement between ASER and TransAdelaide.

## 7—Casino site

Pursuant to sections 3 and 7 of the Act, the casino site is the land comprised in General Plan No. 249 of 1998 and marked F1, Plant F3, F4, Light & Plant F5, Balcony F6, Balcony F7, G1, G2, Hall G3, G15, Plant G16, Lift L1, Lifts L2, Lift L3, Lifts L4, M1, M2, M3, P2, Corridor P3, P5, Corridor P6, Lobby P7, P9, P11, P13, P14, PM2, Stairs S1, Stairs S2, Stairs S5, Stairs S6, Stairs S7, Stairs S9, Stairs S10, Fire Escape Stairs S11, SF1, Plant SF3, Light and Plant SF4, SF5 Light Court, Light and Plant SF6, T1, Light Court T3, T4 Light Court and Light Court T5 (being part of the Site and being occupied by the Adelaide Casino).

### Note—

Regulations 6, 7 and 8 are made by agreement between ASER and TransAdelaide.

## 8—Common area

- (1) Pursuant to sections 3 and 7 of the Act, the common area is, subject to subregulation (2), comprised of—
  - (a) those portions of the Site delineated in General Plan No. 248 of 1998 and marked CA1, CA2, CL1 Column, Driveway DR1, Driveway DR2, DR3, P7, P14 Bridge, P20 Plaza Stairs, P23 Plaza Stairs, P24 Stairs, P25 Stairs, Plaza PL1, Plaza PL2, PL3 Lower Plaza, Plaza PL4, Plaza Ground Level PL5, Plaza PL6, Plaza Ramp PL7, Plaza PL8, Plaza Landscaping PL9, Plaza PL11, Plaza Landscaping PL12, VP1, VP2, VP3 and VP4; and
  - (b) fixtures to those portions of the Site referred to in paragraph (a) including the drainage facilities, garden plots, landscaped areas, garden watering facilities and artworks situated on the plaza; and
  - (c) the water feature located in the plaza and any feature which may at any time replace the water feature; and
  - (d) the artworks delineated and marked Art AR3 and Art AR9 in General Plan No. 248 of 1998 and attached to the external face of the wall of H1 Hotel; and
  - (e) canopies from time to time erected above the plaza.
- (2) The common area does not include any of the following:
  - (a) the shared facilities;
  - (b) the exhaust system in the Adelaide Station subsidiary site;
  - (c) the lighting system in the Adelaide Station subsidiary site;
  - (d) the sound and vibration system in the Adelaide Station subsidiary site.

### Note—

Regulations 6, 7 and 8 are made by agreement between ASER and TransAdelaide.

## Part 3—ASER Services Corporation

### 9—Convening of meetings of members

- (1) Subject to this regulation, a member or the executive officer of the Corporation may at any time convene a meeting of members of the Corporation on not less than 7 days notice in writing.

- (2) In the case of an emergency, two members of the Corporation may together convene a meeting of members of the Corporation on not less than 24 hours notice in writing.
- (3) With the consent of all members or their proxies, a meeting of members of the Corporation may be held without notice or on a period of notice that is less than that otherwise required under this regulation.

#### **10—Member to preside at meetings**

- (1) Members may elect a member to preside at meetings of the Corporation and the member so elected or the member's proxy will preside at meetings of the Corporation.
- (2) If a member is not so elected or a member so elected is not present (in person or by proxy) at a meeting, the members or proxies present may choose one of their number to preside at the meeting.

#### **11—Quorum**

Two members present in person or by proxy constitute a quorum for a meeting of the members of the Corporation.

#### **12—Proxies**

- (1) A proxy must be appointed by instrument in writing executed in a manner binding on the appointor.
- (2) A member may at any time revoke the appointment of a proxy and appoint another proxy in his or her place.
- (3) A member may appoint one or more alternate proxies to act for the member where a proxy appointed is unable to act.
- (4) The instrument appointing or revoking the appointment of a proxy takes effect when served on the Corporation.
- (5) If the State of South Australia is a member of the Corporation, the Minister may appoint a person to act as proxy for the State.

#### **13—Voting rights of members**

- (1) Subject to subregulation (2), the voting rights of members of the Corporation are as follows:

|               |           |
|---------------|-----------|
| stakeholder 1 | 245 votes |
| stakeholder 2 | 214 votes |
| stakeholder 3 | 105 votes |
| stakeholder 4 | 14 votes  |
| stakeholder 5 | 1 vote    |
| stakeholder 6 | 1 vote    |
| stakeholder 7 | 236 votes |
| stakeholder 8 | 100 votes |
| stakeholder 9 | 85 votes. |

- (2) If, under section 22 of the Act and these regulations, 100% of the cost of work of a particular kind carried out by the Corporation is to be borne by one member, a resolution authorising the Corporation to carry out that work is not valid unless consented to by the member required to bear 100% of the cost of the work.

#### **14—Staff of the Corporation**

- (1) The Corporation must appoint an executive officer and may appoint such other employees of the Corporation as it thinks necessary or desirable.
- (2) An appointment will be on such terms and conditions as the Corporation may fix.

#### **15—Office**

- (1) The Corporation must have an office which is reasonably accessible to the public to which all communications and notices may be addressed.
- (2) The Corporation must paint or affix and keep painted or affixed in a conspicuous position and in letters easily legible from outside the office its name, the hours during which it is open and the expression *Office*.

#### **16—Common seal and execution of documents**

- (1) The Corporation is to have a common seal.
- (2) The Corporation must set out its name in legible characters on its common seal.
- (3) The common seal of the Corporation must not be affixed to a document except with the authority of the members at a duly constituted meeting, and the affixing of the seal must be attested by the signatures of two members or their proxies for the time being.
- (4) The Corporation may, by instrument under its common seal or by resolution, authorise any person in the employ of the Corporation (whether nominated by name, office or title) or any other person to execute documents or perform acts on behalf of the Corporation subject to conditions and limitations (if any) specified in the instrument of authority or resolution.
- (5) Without limiting subregulation (4), an authority may be given so as to authorise two or more persons to execute documents jointly on behalf of the Corporation.
- (6) A document is duly executed by the Corporation if—
  - (a) the common seal of the Corporation is affixed to the document in accordance with this regulation; or
  - (b) the document is signed on behalf of the Corporation by a person or persons in accordance with an authority conferred under this regulation.

#### **17—Insurance**

- (1) Pursuant to section 14 of the Act—
  - (a) the Corporation must insure and keep insured those parts of subsidiary sites leased or sub-leased to the Corporation, the common area and the shared facilities against public liability in a sum not less than \$20 000 000 per claim or such greater sum as the Minister may from time to time fix;

- (b) the Corporation must insure itself and keep itself insured from claims against professional error or omission or negligence in the performance of its functions in a sum not less than \$4 000 000 per claim or such greater amount as the Minister may from time to time fix.
- (2) The Corporation must also insure and keep insured those parts of subsidiary sites leased or sub-leased to the Corporation, the common area and the shared facilities against loss or damage caused by fire, storm and tempest, flood, lightning, earthquake, explosion, accidental damage, impact, malicious damage, burglary, theft, and machinery breakdown, for the reinstatement and replacement cost of those parts of subsidiary sites leased or sub-leased to the Corporation, the common area and the shared facilities.
- (3) The Corporation may also insure its members and their proxies and its officers against claims made against them for professional error or omission or negligence in carrying out their duties in relation to the Corporation in a sum not exceeding \$4 000 000 or such greater sum as the Minister may from time to time fix.
- (4) Each policy effected pursuant to this regulation must contain provisions to the following effect:
  - (a) all insuring agreements and endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each party which is an insured; and
  - (b) the failure by an insured to observe and fulfil the terms of the policy must not prejudice the insurance with regard to any other insured.

## **Part 4—The common area and shared facilities**

### **18—Obstruction of common area**

A stakeholder must not in any way obstruct or permit the obstruction of any part of the common area without the prior consent of the Corporation.

### **19—Identified facilities as shared facilities**

Pursuant to section 17(1)(b) of the Act, the following are identified as shared facilities:

- (a) fittings, including pipes, wires and ducts (whether situated in the common area or on a subsidiary site), at any time used or available for use in conjunction with the machinery, plant and equipment referred to in section 17(1)(a) of the Act;
- (b) machinery, plant, equipment and fittings (whether situated in the common area or on a subsidiary site) at any time being an addition to or replacement of machinery, plant or equipment referred to in section 17(1)(a) of the Act;
- (c) the Very Early Smoke Detection Alarm System located in the Adelaide Station subsidiary site;
- (d) pipes to supply water to the Adelaide Station subsidiary site for fire fighting purposes (including valves and other associated fittings);

- (e) all fresh water, storm water, seepage, sewerage and gas infrastructure including fresh water, storm water, seepage, sewerage and gas pipes, pumps, valves and other fittings, downpipes, drains and gutters from time to time used or available for use by two or more stakeholders;
- (f) all meters from time to time situated in the common area or on a subsidiary site for the measurement of water or electricity consumed;
- (g) all transformers and distribution boards from time to time situated in the common area or on a subsidiary site used or available for use in connection with the distribution of electric power to one or more subsidiary sites or the common area;
- (h) all valves and switches from time to time situated in the common area or on a subsidiary site at a point where a facility ceases to be a shared facility, even though the valve or switch may serve only one stakeholder;
- (i) conduits, wires and other fittings to convey electricity to the Adelaide Railway Station for use in the exhaust system.

## **20—Stakeholders not to alter shared facilities**

A stakeholder must not—

- (a) make or cause or permit to be made any repairs or maintenance work or alteration to any shared facilities; or
- (b) otherwise interfere with shared facilities,

without the prior consent in writing of the Corporation, which consent may be withheld in its absolute discretion.

## **21—Use of air-conditioning plant**

In respect of the shared facilities used to provide chilled water for use in air-conditioning, a stakeholder must, to the extent of its control over air-conditioning plant, use and regulate the plant so as to ensure that the shared facilities are employed to the best advantage in the conditions from time to time prevailing so as not to interfere with, damage or otherwise prejudice or detract from the operations of the shared facilities.

## **22—Notice of defects**

A stakeholder must notify the Corporation in writing promptly on becoming aware of any circumstances (including any accident to or defect of want of repair in or to the common area or shared facilities) that might cause any danger, risk or hazard to the common area or the shared facilities or to any person or property in the common area or by reason of the use of the shared facilities.

# **Part 5—Compulsory contributions**

## **23—Compulsory contributions**

For the purposes of section 22 of the Act, compulsory contributions from stakeholders to the Corporation are to be determined on the basis fixed by Schedule 2.



## **24—Levy of contributions**

- (1) The Corporation may from time to time by notice in writing levy stakeholders for their respective contributions.
- (2) A contribution becomes due and payable when it is levied on the stakeholder concerned and must be paid within 14 days of service on the stakeholder of the notice in writing making the levy.
- (3) A contribution which remains unpaid for more than 14 days will bear interest at the rate of 20% per annum on any amount outstanding in respect of the contribution after the expiration of the 14 day period.
- (4) The Corporation may remit in whole or in part any interest payable under subregulation (3).

## **25—Accounting matters**

In determining contributions payable by stakeholders to the Corporation, the Corporation must bring general overheads and running expenses to account so that the burden of such overheads and running expenses falls on stakeholders in an equitable manner having regard to their respective use of the services and facilities provided by the Corporation.

## **26—Estimation of consumption**

In any case, whether through oversight or any other cause, there is a delay in the reading of meters, an estimate of the readings as at the date on which the meters should have been read may be taken and a calculation of consumption made on the basis of such estimate.

## **Part 6—Miscellaneous**

### **27—Service of documents**

- (1) A document may be served on the Corporation by leaving it at, or sending it by post to, the office of the Corporation or by serving it on the executive officer.
- (2) In addition to any mode of service authorised by these regulations or by law, a document may be served on the Corporation or a stakeholder by sending it by facsimile transmission to the facsimile number of the recipient last notified in writing to the sender.
- (3) A communication, if sent by facsimile, is taken to be made at the time of transmission.
- (4) A transmission report made by the machine from which the facsimile was sent which indicates that a facsimile was sent in its entirety to the facsimile number of the Corporation or stakeholder (as the case may be) is evidence that the facsimile was duly sent.

## Schedule 1—Subsidiary sites

| Name of subsidiary site                  | Boundaries of subsidiary site   |
|--|---|
| Adelaide Station subsidiary site         | <p>The land comprised in—</p> <ul style="list-style-type: none"><li>• General Plan No. 249 of 1998 and marked Lift L5, LA1, Concourse P15, Ramp P16, Stairs S3 and Stairs S8; and</li><li>• General Plan No. 248 of 1998 and marked ST1 Station, ST2 Station, ST3 Station, ST6 Vent Area and ST7 Stratum Area,</li></ul> <p>(being part of the Site and being occupied by TransAdelaide in connection with the <i>Adelaide Railway Station</i>).</p>  |
| Casino subsidiary site                   | <p>The land comprised in General Plan No. 249 of 1998 and marked Bridge G4, Foyer G5, Canopy G6, Walkway G7, Road &amp; Parking G8, Access G9 and Terrace G13 (being part of the Site and being occupied by the <i>Adelaide Casino</i> — but not being part of the premises licensed as a casino).</p>  |
| Convention Centre subsidiary site        | <p>The land comprised in General Plan No. 248 of 1998 and marked C1 Convention Centre, N2 Fire Control, N3 Pump Room, N4 Fire Tank, N5, N6 Fire Tank, N7 Storage, N8 Substation, N9 Switchroom, N10 Lifts, N11 Battery Room, N12 Goods Handling, N13 Sump Room, N15 Access, N17 Loading Bay, N18 Loading Dock, N19 Storage, N21, N23 Boiler Room, N24 Switchroom, N25 Convention Facilities, N26 Office, N27 Amenities, N28 Refrigeration Enclosure, N31 Canteen, N32 Storage, N33 PABX, N34 Passage, N35 Services, N36 Cage, N37 Cage, N39 Air Conditioners, N42, N48 Services, Restaurant P8, Cooling Tower P9, PL10 and ER (being part of the Site and being occupied by the <i>Adelaide Convention Centre</i>).</p> |
| Exhibition Hall Car Park subsidiary site | <p>The land comprised in General Plan No. 248 of 1998 and marked E2 Carpark, E4 Carpark, E9 Carpark, E11 Access and E12 Access, (being part of the Site and being occupied by the <i>Exhibition Hall Car Park</i>).</p>   |
| Exhibition Hall subsidiary site          | <p>The land comprised in General Plan No. 248 of 1998 and marked EX1 Exhibition Hall, E3, E5 Ramp, E6 Loading Dock, E7, E8, E10 Transformer Room, E13 Access, E14 Stairs, E15, E16, E17 Garden, E18 Access, E19 Garden, E20 Garden, E21 Garden, E23, E24, E25 Garden, E26 Fire Escape, E27 Access, E28 Walkway, E29 Garden, E30 Garden, E31, E32 Access, E33 Access, E34, E35 Access and R4 Roller Door (being part of the Site and being occupied by the <i>Exhibition Hall</i>).</p>  |
| Hotel subsidiary site                    | <p>The land comprised in General Plan No. 248 of 1998 and marked CD1 Delivery and Car Park, H1 Hotel, H2 Fire Escape Tunnel, H3 Central Plant Room, H4 Substation, H5 Fire Escape Tunnel, Stairs H6, Stairs H7, H8, H9 Terrace, H10 Balance at Concourse Level, H11 Room, H12 Doorway to Concourse, H13 Balance at Sub Plaza Level, H14 Terrace, H15 Doorway, H16 Doorway, H17 Doorway, H18 Doorway, H19 Stairs, H20, H21 Access, H22 Vents, N14 Stairs, N14A Stairs, N47 Services and External Function Area P15 (but not the land marked AR3 and AR9 in the General Plan referred to) (being part of the Site and being occupied by the <i>Hyatt Regency Hotel</i>).</p>  |

| <b>Name of subsidiary site</b>     | <b>Boundaries of subsidiary site</b>  |
|------------------------------------|---|
| Northern Car Park subsidiary site  | The land comprised in General Plan No. 248 of 1998 and marked N1 Carpark, N16 Ramps, N20 Carpark, N22 Access, N29 Carpark, N29A Carpark, N29B Carpark, N30 Carpark, N38 Duct, N40 Duct, N43, N44 Services, N45, N46, N49 Ramp, L1 Lobby, P11 Lifts and P12 Stairs (being part of the Site and being occupied by the car park generally known as the <i>Northern Car Park</i> ).   |
| Riverside Building subsidiary site | The land comprised in General Plan No. 248 of 1998 and marked OB1 Office Building, P17 Shop, P18 Plant Room, P19 Fire Control Room, P21 Stairs, P22 Stairs, P26 Lift, P27 Stairs, PA1 Passage, R1 Loading Dock, R2, R3, S2 Monitoring Room, S3 Switchroom, S4 Switchroom, S5 Cleaners Room, S8 Transformer Room, S9 Tank Room, S10 Lift Lobby and Lifts, S14 Pump Room, S15 M.D.F. Room, S16 U.P.S. System Room, S17 Store, S18, S19, S20, S21, S22 Fire Ring Main Room, S23, S24 Passage, S25 Lift Well and S27 Fire M.J.B. (being part of the Site and being occupied by the <i>Riverside Building</i> and by the shop adjoining the ramp in front of the <i>Hyatt Regency Hotel</i> ). |
| Southern Car Park subsidiary site  | The land comprised in General Plan No. 248 of 1998 and marked S1 Carpark, S6, S7 Concrete Wall, S12 Stairs, S13 Pumps and Tanks, S26 Water Mains, S28 Doorway, S29 Doorway, S30 and FW1 Fire Wall (being part of the Site and being occupied by the car park generally known as the <i>Southern Car Park</i> ).   |

## **Schedule 2—Compulsory contributions**

### **1—Basis of contribution**

- (1) Subject to subclause (2), the basis of contribution by stakeholders in respect of each of the categories of cost incurred by the Corporation set out in the table in this Schedule is according to the percentages set out in the table.
- (2) The basis of contribution by stakeholders in respect of electricity consumed (chilled water system) cost is that the cost is to be shared amongst the stakeholders using the chilled water facility in the proportion that the relative benefits derived by the respective stakeholders from the chilled water facility bear to one another.

### **2—Remission of rates and taxes to taxing or rating authority**

The Corporation must forthwith remit any amount collected as a contribution from a stakeholder in respect of rates and taxes to the taxing or rating authority or to the Treasurer (as the case may require).

### 3—Interpretation

In this Schedule—

***chilled water (shared facilities) cost*** means the cost incurred by the Corporation in the operation, inspection, repair, maintenance, renewal, replacement and insurance of shared facilities used or held for use for the purposes of the provision of chilled water for use in air-conditioning and the maintenance and insurance of plant rooms housing such shared facilities to the extent that the cost of the maintenance and insurance of such plant rooms is not included in the electric power (shared facilities) cost (also including consumed fuels but excluding water and electricity consumed in the manufacture of chilled water);

***electricity consumed (chilled water system) cost*** means the cost incurred by the Corporation in the consumption by it of electric power used in providing chilled water in air-conditioning;

***electric power (shared facilities) cost*** means the cost incurred by the Corporation in the operation, inspection, repair, maintenance, renewal, replacement and insurance of shared facilities used or available for use in the provision of electric power (including the maintenance and insurance of plant rooms housing such shared facilities);

***emergency power (shared facilities) cost*** means the cost incurred by the Corporation in the operation, inspection, repair, maintenance, renewal, replacement and insurance of shared facilities used or available for use solely in the provision of emergency electric power (including the maintenance and insurance of plant rooms housing such shared facilities);

***fire protection service (shared facilities) cost*** means the cost incurred by the Corporation in the operation, inspection, repair, maintenance, renewal, replacement and insurance of shared facilities used or held for use for the purposes of a fire protection service and the maintenance and insurance of plant rooms housing such shared facilities to the extent that the cost of the maintenance and insurance of such plant rooms is not included in the electric power (shared facilities) cost or chilled water (shared facilities) cost;

***general insurance (maintenance of common area) cost*** means the cost incurred by the Corporation in the insurance of the following parts of the common area: the plaza paving, drainage facilities, garden plots, landscaped areas, garden watering facilities, canopies and artworks;

***insurance***, in relation to the shared facilities, parts of the common area or plant rooms (but not in relation to public liability insurance), means insurance against the risks referred to in regulation 17(2);

***maintenance of common area cost*** means the cost incurred by the Corporation in the management, repair, maintenance and cleaning of the following parts of the common area: the plaza paving, drainage facilities, garden plots, landscaped areas, garden watering facilities, canopies and artworks;

***maintenance of structural elements cost*** means the cost incurred by the Corporation in the management, repair, maintenance, replacement and insurance of the following to the extent that they are part of the common area: the plaza slabs and the piles, pile caps, structural columns and walls supporting the plaza slabs;

***other costs and expenses*** means the cost incurred by the Corporation in carrying out its activities to the extent that the cost is not otherwise included in a category of costs under this Schedule;

***other shared facilities cost*** means the cost incurred by the Corporation in the operation, inspection, repair, maintenance, renewal, replacement and insurance of shared facilities to the extent that the cost is not otherwise included in electric power (shared facilities) cost, emergency power (shared facilities) cost, fire protection service (shared facilities) cost, chilled water (shared facilities) cost, public liability insurance (leased areas, common area and shared facilities) cost, electricity consumed (chilled water system) cost or water consumed (chilled water system) cost;

***public liability insurance (leased areas, common area and shared facilities) cost*** means the cost incurred by the Corporation in the provision of public liability insurance in respect of those parts of subsidiary sites leased or sub-leased to the Corporation, the common area and the shared facilities;

***rates and taxes*** includes—

- (a) rates and taxes payable by TransAdelaide under section 29(1) of the *Public Corporations Act 1993*;
- (b) amounts payable to the Treasurer for the credit of the Consolidated Account pursuant to section 29(2) of the *Public Corporations Act 1993* determined by the Treasurer from time to time to be the equivalent of rates that TransAdelaide would be liable to pay to the Corporation of the City of Adelaide if TransAdelaide were not an instrumentality of the Crown;

***rates and taxes cost*** means the cost incurred by TransAdelaide or the Corporation in the payment of rates and taxes in respect of the common area (to the extent that such payment is not specifically provided for in a lease or other document);

***security of the common area cost*** means the cost incurred by the Corporation in respect of the security of the common area;

***water consumed (chilled water system) cost*** means the cost incurred by the Corporation in the payment for water consumed by the Corporation in the operation of the chilled water system and cooling tower.

#### **4—Compulsory contributions to ASER Services Corporation**

**Note—**

This clause is comprised of a table—see the next page.

**ASER (Restructure) Regulations 1998—12.6.2003 to 31.8.2013—revoked**  
 Schedule 2—Compulsory contributions

|  | Chilled water (shared facilities) cost | Electricity consumed (chilled water system) cost | Electric power (shared facilities) cost | Emergency power (shared facilities) cost | Fire protection service (shared facilities) cost | General insurance (maintenance of common area) cost | Maintenance of common area cost | Maintenance of structural elements cost | Public liability insurance (lease areas, common area and shared facilities) cost | Rates and taxes cost | Security of common area cost | Water consumed (chilled water system) cost | Other shared facilities cost | Other costs and expenses |
|--|--|--|---|--|--|---|---------------------------------|---|--|----------------------|------------------------------|--|------------------------------|--------------------------|
| Stakeholder 1 (Hotel)                    | 34.8%                                  | see cl 1(2)                                      | 31.4%                                   | 52.4%                                    | 29.7%  | 29.3%   | —                               | 29.3%                                   | 29.3%  | 29.3%                | 6.0%                         | 59.5%                                      | 32.0%                        | 29.3%                    |
| Stakeholder 2 (Convention Centre)        | 25.9%                                  | see cl 1(2)                                      | 24.2%                                   | 9.6%                                     | 7.8%   | 27.0%   | 100%                            | 27.0%                                   | 27.0%  | 27.0%                | 85.0%                        | 12.4%                                      | 27.0%                        | 27.0%                    |
| Stakeholder 3 (Northern Car Park)        | —                                      | see cl 1(2)                                      | 9.6%                                    | 9.2%                                     | 5.0%   | 11.0%   | —                               | 11.0%                                   | 11.0%  | 11.0%                | —                            | —  | 11.0%                        | 11.0%                    |
| Stakeholder 4 (Southern Car Park)        | —                                      | see cl 1(2)                                      | 1.4%                                    | 1.3%                                     | 0.7%   | 2.0%  | —                               | 2.0%                                    | 2.0%   | 2.0%                 | —                            | —  | 2.0%                         | 2.0%                     |
| Stakeholder 5 (Exhibition Hall)          | —                                      | see cl 1(2)                                      | —                                       | —  | 4.0%   | —   | —                               | —                                       | —  | —                    | —                            | —  | —                            | —                        |
| Stakeholder 6 (Exhibition Hall Car Park) | —                                      | see cl 1(2)                                      | —                                       | —  | 1.0%   | —   | —                               | —                                       | —  | —                    | —                            | —  | —                            | —                        |
| Stakeholder 7 (Riverside Building)       | 39.3%                                  | see cl 1(2)                                      | 26.0%                                   | 19.7%                                    | 28.7%  | 25.7%   | —                               | 25.7%                                   | 25.7%  | 25.7%                | 3.0%                         | 28.1%                                      | 28.0%                        | 25.7%                    |
| Stakeholder 8 (Adelaide Station)         | —                                      | see cl 1(2)                                      | 2.4%                                    | 7.8%                                     | 18.1%  | —   | —                               | —                                       | —  | —                    | —                            | —  | —                            | —                        |
| Stakeholder 9 (Casino)                   | —                                      | see cl 1(2)                                      | 5.0%                                    | —  | 5.0%   | 5.0%  | —                               | 5.0%                                    | 5.0%   | 5.0%                 | 6.0%                         | —  | —                            | 5.0%                     |

## Legislative history

### Notes

- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or [www.legislation.sa.gov.au](http://www.legislation.sa.gov.au).

### Revocation of regulations

The *ASER (Restructure) Regulations 1998* were revoked by Sch 3 of the *ASER (Restructure) Regulations 2013* on 1.9.2013.

### Principal regulations and variations

| Year | No  | Reference                      | Commencement   |
|------|-----|--------------------------------|----------------|
| 1998 | 152 | <i>Gazette 25.6.1998 p2737</i> | 30.6.1998: r 2 |
| 2003 | 147 | <i>Gazette 12.6.2003 p2500</i> | 12.6.2003: r 2 |

### Provisions varied

| Provision | How varied               | Commencement |
|-----------|--------------------------|--------------|
| Sch 2     | varied by 147/2003 Sch 1 | 12.6.2003    |