

(Reprint No. 1)

SOUTH AUSTRALIA

**OIL REFINERY (HUNDRED OF NOARLUNGA)
INDENTURE ACT, 1958**

This Act is reprinted pursuant to the Acts Republication Act, 1967, and incorporates all amendments in force as at 1 October 1991.

It should be noted that the Act was not revised (for obsolete references, etc.) by the Commissioner of Statute Revision prior to the publication of this reprint.

SUMMARY OF PROVISIONS

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SCHEDULE

OIL REFINERY (HUNDRED OF NOARLUNGA) INDENTURE ACT, 1958

being

Oil Refinery (Hundred of Noarlunga) Indenture Act, 1958, No. 18 of 1958 [Assented to 23 October 1958]

as amended by

Oil Refinery (Hundred of Noarlunga) Indenture Act Amendment Act, 1965, No. 47 of 1965 [Assented to 9 December 1965]

Oil Refinery (Hundred of Noarlunga) Indenture Act Amendment Act, 1967, No. 46 of 1967 [Assented to 19 October 1967]

Oil Refinery (Hundred of Noarlunga) Indenture Act Amendment Act, 1976, No. 15 of 1976 [Assented to 4 March 1976]

Mobil Lubricating Oil Refinery (Indenture) Act, 1976, No. 78 of 1976 [Assented to 9 December 1976]¹

Oil Refinery (Hundred of Noarlunga) Indenture Act Amendment Act, 1986, No. 41 of 1986 [Assented to 4 September 1986]

An Act to approve and ratify an Indenture made between the State of South Australia and Standard Vacuum Refining Company (Australia) Proprietary Limited relating to the establishment and working of an oil refinery in the State, and to provide for carrying the provisions of that Indenture into effect, and for other purposes.

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows:

Short title

1. This Act may be cited as the *Oil Refinery (Hundred of Noarlunga) Indenture Act, 1958*.

Interpretation

2. In this Act, unless the context otherwise requires—

“the Indenture” means the indenture set out in the Schedule to this Act:

“the Company” means the Company incorporated in Victoria under the name of Standard-Vacuum Refining Company (Australia) Proprietary Limited and includes its successors and assigns:

“the refinery site” means the area of approximately 604 acres of land in the district council district of Noarlunga, which before the passing of this Act the Company has agreed to purchase for the purpose of building an oil refinery thereon:

“the refinery” means the oil refinery established pursuant to the Indenture and includes any additions or changes made thereto from time to time:

“the State” means The State of South Australia.

¹Came into operation 24 February 1977: *Gaz.* 24 February 1977, p. 491.

Ratification of Indenture

3. The Indenture is hereby approved and ratified and shall notwithstanding any other Act or law, or any regulation proclamation or order, be carried out and take effect as though the provisions of clauses 3 to 16 thereof had been expressly enacted in this Act.

Supply of steam

4. The *Electricity Trust of South Australia* may supply steam to the Company and for that purpose may install, operate and maintain such plant and equipment as it deems expedient.

Local government rates

5. (1) The rates payable to the council of the local government area in which the refinery site is situated in respect of the refinery site and the refinery shall be—

- (a) for the year ending 30th June, 1959—the sum of £5 000;
- (b) for the year ending 30th June, 1960—the sum of £5 000;
- (c) for each subsequent year until the year ending 30th June, 1975—the sum of £10 000;
- (d) for the year ending 30th June, 1976—the sum of \$35 000;

and

- (e) for each subsequent year—a sum ascertained by reference to the following formula:—

$$S = X \times \frac{\left(\frac{A}{B}\right)}{\left(\frac{C}{D}\right)}$$

where—

- S = the sum payable in respect of the relevant financial year, expressed in dollars:
- X = the sum payable in respect of the financial year immediately preceding the relevant financial year, expressed in dollars:
- A = the total amount payable to the council in respect of rates declared under section 214 of the *Local Government Act, 1934-1975*, by the council in the relevant financial year on ratable property within the prescribed area:
- B = the number of ratable properties in relation to which the rates referred to in Item A of this formula were declared:
- C = the total amount payable to the council in respect of rates declared under section 214 of the *Local Government Act, 1934-1975*, by the council in the financial year immediately preceding the relevant financial year on ratable property within the prescribed area:
- D = the number of ratable properties in relation to which the rates referred to in Item C of this formula were declared.

(2) Payment of the amounts prescribed in this section shall be a discharge of all liability of the Company for general, particular, special or separate rates in respect of the refinery site and the refinery.

(3) No rates shall be payable to a municipal or district council in respect of any pipelines referred to in clause 6 of the Indenture.

(4) The foregoing provisions of this section shall have effect notwithstanding any other enactment, or any rate at any time declared or levied by any district or municipal council.

(5) In this section "the prescribed area" means—

(a) all that land in the Hundred of Noarlunga bounded by Sullivan Terrace, Baden Terrace, Morrow Road and Galloway Road;

(b) all that land contained in section 640 in the Hundred of Noarlunga that was, on the first day of January, 1976, zoned "Residential 1";

and

(c) all that land contained in section 646 in the Hundred of Noarlunga that lies to the east of Vincent Street.

(6) On and from the first day of July, 1976, a reference in this section to the refinery site shall be read as reference to the area comprising the refinery site other than the land situated in the Hundred of Noarlunga being the land comprised in Certificate of Title Register Book Volume 3948 Folio 4.

Rights over foreshore

6. (1) So long as the refinery continues to be operated, the Company shall have the sole right to use and occupy the foreshore adjacent to the refinery site and to erect and maintain thereon any structures required for the purpose of such operation or any operations ancillary thereto.

(2) Nothing in subsection (1) of this section shall be held as limiting or restricting the power of the Company to consent to the use and occupation by the Company as defined in the *Mobil Oil Refinery (Indenture) Act, 1976*, of the foreshore adjacent to the refinery site and any structures erected or maintained thereon by the first mentioned Company.

Trespassing on foreshore, etc.

7. (1) No person except a person authorized to do so under an Act or under subsection (2) of this section shall enter, or remain on, or use—

(a) the foreshore adjacent to the refinery site; or

(b) any berth, wharf, jetty or loading place on or adjacent to such foreshore; or

(c) any waters within fifty yards of any such berth, wharf, jetty, loading place, or foreshore.

Penalty: One hundred dollars.

(2) The Company may authorize, with or without limitations or conditions, any person to enter or remain on or use any such berth, wharf, jetty, loading place, foreshore or waters and may at any time revoke or vary the authorization.

(3) Proceedings for offences against this section shall be heard and determined summarily.

Legal Proceedings

8. (1) Notwithstanding any other Act or law the State may under the name of "The State of South Australia"—

- (a) sue and be sued and be a party to legal proceedings in connection with any matter arising out of this Act or the Indenture;
- (b) agree with the Company to submit any dispute or difference between the State and the Company arising out of or relating to the Indenture to arbitration under the laws relating to arbitration for the time being in force in the State.

(2) In any legal proceedings or arbitration to which the State is a party under subsection (1) of this section the practice and procedure and the rights of the parties shall as nearly as possible be the same and judgment may be given or an award may be made and costs awarded on either side as in legal proceedings or an arbitration between subject and subject.

(3) The Treasurer shall out of money provided by Parliament for the purpose, satisfy any award order or judgment for the payment of money made or given against the State in any such proceedings or arbitration.

Wharfage charges

9. (1) Notwithstanding anything contained in the Indenture in the Schedule to this Act petroleum products produced at the refinery and transported by pipe-line or by any other means of land transport to Port Adelaide and therefrom shipped and subsequently unloaded at any wharf in South Australia under the control of the Minister of Marine, will not be chargeable with outward wharfage at Port Adelaide but will be chargeable with inward wharfage at the rate fixed by subclause (2) of clause 11 of the Schedule to this Act.

(2) The Indenture is amended as follows:

- (a) by inserting in subclause (1) of clause 1 before the definition of "the Company's marine installations" the following definitions:

"feedstock" means any petroleum substance intended for use as feedstock in the manufacturing process in the refinery, not being a finished petroleum product:

"finished petroleum product" means a petroleum substance—

- (a) that is intended for marketing without further processing or blending;

and

- (b) that meets marketing specifications for finished petroleum products:

"Esso" means Esso Australia Ltd., a company incorporated in the State of New South Wales, and includes any person to whom a right, power, benefit or privilege under the Indenture is assigned or otherwise disposed of by that company pursuant to the Indenture:

"Mobil" means Mobil Oil Australia Limited, a company incorporated in the State of Victoria, and includes any person to whom a right, power, benefit or privilege under the Indenture is assigned or otherwise disposed of by that company pursuant to the Indenture;:

- (b) by striking out the first sentence in subclause (1) of clause 9 and substituting the following:

Inward wharfage on feedstock unshipped by means of the Company's marine installations shall be payable only on the volume of that feedstock that equals the volume of petroleum products manufactured at the refinery from that feedstock and distributed for use only in South Australia by land to any place in the State or by ship to Port Adelaide.;

- (c) by striking out subclauses (2) and (3) of clause 9 and substituting the following subclauses:

(2) Subject to clause 10a, the rate of inward wharfage payable on feedstock pursuant to subclause (1) is \$1.6861 per kilolitre.

(3) Nothing in this clause renders feedstock that is brought into the refinery by land liable to inward wharfage.;

- (d) by inserting after clause 9 the following clause:

Inward wharfage payable by Esso or Mobil on refined product imports

9a. Subject to clause 10a, inward wharfage on finished petroleum products unshipped by Esso or Mobil at the Company's marine installations is payable at the rate of \$1.6861 per kilolitre.;

- (e) by inserting in clause 10 after its present contents (now to be designated as subclause (1)) the following subclause:

(2) Subject to clause 10a, outward wharfage on crude oil or condensate shipped by Esso or Mobil from the Company's marine installations is payable at the rate of \$1.6861 per kilolitre.;

and

- (f) by inserting after clause 10 the following clause:

Alteration of concessional inward and outward wharfage rate

10a. If the rate of wharfage payable at Port Adelaide on goods falling under the heading "Bulk cargo-liquids" pursuant to regulations under the *Harbors Act, 1936*, is increased or decreased, the rate fixed by clauses 9, 9a and 10 shall be deemed to have been increased or decreased by the percentage of that increase or decrease.

Power in company to consent to use of certain facilities and services

10. Nothing in this Act or in the Indenture shall be held as limiting or restricting the power of the Company to consent to the use and enjoyment by the Company as defined in the *Mobil Oil Refinery (Indenture) Act, 1976*, of the facilities or services mentioned in paragraphs (c), (d), (e) and (f) of clause 5 of the Indenture.

SCHEDULE
THE INDENTURE

This Indenture made the 14th day of August 1958 BETWEEN The State of South Australia (hereinafter referred to as "the State") of the one part and STANDARD-VACUUM REFINING COMPANY (AUSTRALIA) PROPRIETARY LIMITED, a Company incorporated in the State of Victoria and having its registered office at the corner of Kororoit Creek Road and Millers Road, Altona in the State of Victoria (hereinafter with its successors and assigns referred to as "the Company") of the other part

WHEREAS the Company proposes with the approval of the State to establish an oil refinery near Port Noarlunga in the State of South Australia and for that purpose has entered into contracts with the South Australian Housing Trust for the purchase of 604 acres of land or thereabouts in the district council district of Noarlunga

AND WHEREAS the State has agreed subject to the ratification of this Indenture by the Parliament of South Australia to provide facilities and services as herein set forth to enable the said refinery to be constructed and operated

NOW THIS INDENTURE WITNESSETH that the parties hereto covenant and agree with each other as follows:—

Interpretation

1. (1) In this Indenture unless the context otherwise requires—

"the Company's marine installations" means the anchorage, submarine pipelines, wharves, jetties, landing places, and other marine facilities provided by the Company in St. Vincent Gulf in the vicinity of the site of the refinery;

"the refinery" means the oil refinery established pursuant to this Indenture;

"the refinery site" means the area of approximately 604 acres of land in the district council district of Noarlunga which the Company has agreed to purchase for the site of the refinery;

"Port Adelaide" means the lands, foreshore, sea bed and waters which for the time being, pursuant to the Harbors Act 1936-1955, and the proclamations thereunder, constitute the harbor of Port Adelaide;

(2) This Indenture shall be interpreted according to the laws for the time being in force in the State.

Ratification of Indenture

2. (1) The Government of the State will as soon as practicable after the execution of this Indenture introduce a Bill into the Parliament of South Australia to approve and ratify this Indenture and provide for carrying it into effect.

(2) If such a Bill is not passed before the first of January 1959 the clauses of this Indenture other than this clause shall not come into operation.

Conditions of Indenture

3. (1) This Indenture is made subject to—

(a) the granting of the necessary import licences under the Customs Regulations for the import of plant, equipment and materials to be imported from overseas for the construction of the refinery; and

(b) the provision by the Commonwealth Bank of Australia of the foreign exchange required for such plant, equipment and materials, and for making payments under contracts relating to the designing and construction of the refinery or any portion thereof.

(2) If after reasonable attempts the Company is unable to obtain such import licences or foreign exchange the clauses of this Indenture, other than clauses 1, 2 and 3, shall cease to operate and neither of the parties hereto will have any claim against the other with respect to anything arising under this Indenture.

Construction of refinery

4. (1) Subject to subclause (2) of this clause, the Company shall—

(a) within the period of five years after the Bill for the approval and ratification of this Indenture comes into operation or within such extended period as the State may allow, construct on the refinery site an oil refinery having a designed capacity of between 30 000 and 40 000 barrels of crude oil per day; and

(b) in the design, erection, equipment and operation of the refinery comply with accepted modern oil refinery practice and standards.

(2) The Company shall not be liable for delay in constructing the refinery if such delay arises from causes beyond the reasonable control of the Company.

Duty of State to provide facilities

5. The State shall—

(a) within three years from the commencement of the construction of the refinery build or cause to be built in proximity to the refinery such number of houses not exceeding 250 as the Company shall specify by written notice to the Premier of the State;

(b) arrange for making such houses available to employees of the refinery for rental or purchase on the usual terms on which similar houses are for the time being offered by the South Australian Housing Trust;

(c) construct and maintain a suitable heavy duty road to connect the refinery site with a main road running generally north towards Adelaide;

(d) construct and maintain a railway connecting the refinery with the South Australian railway system;

(e) arrange for the supply by the Electricity Trust of South Australia to the Company of its requirements of electricity up to a maximum load of 10 000 kilowatts and of steam not exceeding 150 000 lb. an hour at a pressure of 150 lb. per square inch on fair and reasonable terms;

- (f) arrange for the supply to the Company of its reasonable requirements of fresh water not exceeding 2 000 gall. a minute on terms and conditions fixed by or pursuant to the Waterworks Act 1932-1956 or any Acts amending or substituted for that Act.

Powers of the Company as to pipelines anchorage, etc.

6. (1) The Company may without payment of any rental royalty or other charge, at its own expense—
- (a) lay and operate pipelines from the refinery site to Birkenhead and Osborne along or under any road in accordance with plans and specifications approved in writing by the Minister of Roads after consultation with the municipal or district council in whose area the road is situated, and along or under railway lands in accordance with plans and specifications approved by the South Australian Railways Commissioner;
 - (b) construct and maintain on the foreshore or seabed in proximity to the refinery site or on land owned by the Company all necessary offshore berthing accommodation, wharves, jetties landing places and submarine pipelines in accordance with plans and specifications approved in writing by The South Australian Harbors Board;
 - (c) draw water from the sea at any place adjacent to the refinery site and use such water for cooling and other purposes of the refinery.
- (2) The Minister of Roads or The South Australian Harbors Board or the South Australian Railways Commissioner shall not unreasonably refuse to approve any plans and specifications submitted under subclause (1) of this clause.

Cost of a road

7. If a public road running generally along the eastern boundary of the refinery site is opened either on the Company's land or on land adjacent to such eastern boundary the State will bear the cost of construction of such road and no contribution thereto will be required from the Company.

Pilotage, tonnage rates and port dues

8. (1) The master of a ship arriving at, or off, or proceeding to sea from, the Company's marine installations shall not be obliged to receive a pilot on board, or give the ship in charge of a pilot as prescribed in the Harbors Act, 1936-1955.
- (2) A ship using the Company's marine installations shall not be chargeable with tonnage rates, but shall be chargeable with port dues.

Inward wharfage on crude oil

9. (1) Inward wharfage on crude oil unshipped by means of the Company's marine installations and used as feedstock for the refinery shall be payable only on the volume of such oil equal to the volume of petroleum products manufactured at the refinery from such oil and distributed directly from the refinery either by land or by shipment to Port Adelaide.

Such wharfage shall be payable in each month on the basis of petroleum products distributed in the previous month. The Company shall make available to the Harbors Board customs or audited figures for the purpose of calculating the amount payable.

(2) Subject to subclause (3) of this clause the rate of inward wharfage payable on crude oil chargeable under subclause (1) of this clause shall be—

- (a) 4s. 6d. per ton while bulk petroleum products continue to be discharged from overseas ships at Birkenhead; and
- (b) 4s. 9d. per ton when such discharge is discontinued.

(3) If during the operation of this Indenture the rate of inward wharfage payable at Port Adelaide on goods falling under the heading "Goods (not otherwise specified)" in the prescribed Schedule of wharfage rates is increased or decreased, the rates fixed by subclause (2) of this clause shall be increased or decreased by the percentage of such increase or decrease.

Outward wharfage on refinery products

10. Outward wharfage shall not be chargeable on petroleum products produced at the refinery and shipped from the Company's marine installations.

Inward wharfage on refinery products transported intra-state

11. (1) Petroleum products produced at the refinery and transported by sea to Port Adelaide will not be chargeable with inward wharfage at that port unless harbor works and facilities additional to those in existence at the time of the execution of this Indenture are provided at that port by The South Australian Harbors Board and are used for unshipping or landing such products.

If such facilities are so used, wharfage charges appropriate to the amount expended by the said Harbors Board on the provision of such additional facilities will be payable.

(2) Petroleum products produced at the refinery and transported by sea to Port Pirie, Port Lincoln or any other South Australian port (except Port Adelaide) shall be chargeable with inward wharfage at that port at the rate for the time being in force (7s. 6d. per ton at each port at the time of the execution of this Indenture).

General liability to harbor charges

12. Except as expressly provided in this Indenture, this Indenture shall not be deemed to confer any exemption from wharfage, port dues, tonnage rates, pilotage, pilotage rates or other port charges.

Preference

13. The State in purchasing stores for use by the Government and Governmental authorities shall in accordance with the policy of the Government to give preference to goods manufactured within the State give preference to products of the refinery offered for sale by Vacuum Oil Company Proprietary Limited.

Prices

14. The Company will charge for products of the refinery delivered at the refinery prices not higher than the landed cost at Adelaide, including wharfage and import duties, of comparable products available to Vacuum Oil Company Proprietary Limited from its overseas supply sources in the Persian Gulf, using for this purpose Persian Gulf posted prices and tanker freight rates as established from time to time.

Assignment

15. (1) With the written consent of the State the Company may assign or otherwise dispose of any right, power, benefit or privilege conferred on the Company by this Indenture.

(2) A person to whom any right, power, benefit or privilege is so assigned or disposed of may with the written consent of the State further assign or dispose of it.

(3) The Company may with the written consent of the State cause any of its obligations or duties under this Indenture to be performed by any other Company, but notwithstanding such consent the Company shall remain liable for any failure to perform such obligations or duties.

(4) No consent shall be required for the assignment of any right, power, benefit or privilege conferred on the Company by this Indenture to or for the performance of the Company's obligations or duties under this Indenture by a Company more than 50 per cent of the issued shares of which are owned directly or indirectly by Standard- Vacuum Oil Company a company incorporated in the State of Delaware, U.S.A.

(3) The Government shall not arbitrarily or unreasonably withhold consent to any assignment or disposition under this clause.

Mode of giving consent

16. Any consent or permission to be given by the State under this Indenture shall be deemed to be duly given if given by notice in writing to the Company signed by the Premier or Acting Premier of the State.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinbefore written.

His Excellency the Lieutenant Governor of South Australia caused the public seal of the State to be hereto affixed and signed this Indenture on the 14th day of August, 1958, in the presence of:—

A. LYELL McEWIN.



J.M. NAPIER
Lieutenant-Governor.

The Common Seal of Standard-Vacuum Refining Company (Australia) Proprietary Limited was hereto affixed in the presence of:—

R.B. PRICE, Director.
W.C. BIRCH, Secretary.



APPENDIX 1

THE CONSOLIDATED INDENTURE

SCHEDULE

This Indenture made the 14th day of August 1958 BETWEEN The State of South Australia (hereinafter referred to as "the State") of the one part and STANDARD-VACUUM REFINING COMPANY (AUSTRALIA) PROPRIETARY LIMITED, a Company incorporated in the State of Victoria and having its registered office at the corner of Kororoit Creek Road and Millers Road, Altona in the State of Victoria (hereinafter with its successors and assigns referred to as "the Company") of the other part

WHEREAS the Company proposes with the approval of the State to establish an oil refinery near Port Noarlunga in the State of South Australia and for that purpose has entered into contracts with the South Australian Housing Trust for the purchase of 604 acres of land or thereabouts in the district council district of Noarlunga

AND WHEREAS the State has agreed subject to the ratification of this Indenture by the Parliament of South Australia to provide facilities and services as herein set forth to enable the said refinery to be constructed and operated

NOW THIS INDENTURE WITNESSETH that the parties hereto covenant and agree with each other as follows:—

Interpretation

1. (1) In this Indenture unless the context otherwise requires—

"feedstock" means any petroleum substance intended for use as feedstock in the manufacturing process in the refinery, not being a finished petroleum product;

"finished petroleum product" means a petroleum substance—

(a) that is intended for marketing without further processing or blending;

and

(b) that meets marketing specifications for finished petroleum products;

"Esso" means Esso Australia Ltd., a company incorporated in the State of New South Wales, and includes any person to whom a right, power, benefit or privilege under the Indenture is assigned or otherwise disposed of by that company pursuant to the Indenture;

"Mobil" means Mobil Oil Australia Limited, a company incorporated in the State of Victoria, and includes any person to whom a right, power, benefit or privilege under the Indenture is assigned or otherwise disposed of by that company pursuant to the Indenture;

"the Company's marine installations" means the anchorage, submarine pipelines, wharves, jetties, landing places, and other marine facilities provided by the Company in St. Vincent Gulf in the vicinity of the site of the refinery;

"the refinery" means the oil refinery established pursuant to this Indenture;

"the refinery site" means the area of approximately 604 acres of land in the district council district of Noarlunga which the Company has agreed to purchase for the site of the refinery;

"Port Adelaide" means the lands, foreshore, sea bed and waters which for the time being, pursuant to the Harbors Act 1936-1955, and the proclamations thereunder, constitute the harbor of Port Adelaide;

(2) This Indenture shall be interpreted according to the laws for the time being in force in the State.

Ratification of Indenture

2. (1) The Government of the State will as soon as practicable after the execution of this Indenture introduce a Bill into the Parliament of South Australia to approve and ratify this Indenture and provide for carrying it into effect.

(2) If such a Bill is not passed before the first of January 1959 the clauses of this Indenture other than this clause shall not come into operation.

Conditions of Indenture

3. (1) This Indenture is made subject to—

(a) the granting of the necessary import licences under the Customs Regulations for the import of plant, equipment and materials to be imported from overseas for the construction of the refinery; and

(b) the provision by the Commonwealth Bank of Australia of the foreign exchange required for such plant, equipment and materials, and for making payments under contracts relating to the designing and construction of the refinery or any portion thereof.

(2) If after reasonable attempts the Company is unable to obtain such import licences or foreign exchange the clauses of this Indenture, other than clauses 1, 2 and 3, shall cease to operate and neither of the parties hereto will have any claim against the other with respect to anything arising under this Indenture.

Construction of refinery

4. (1) Subject to subclause (2) of this clause, the Company shall—

(a) within the period of five years after the Bill for the approval and ratification of this Indenture comes into operation or within such extended period as the State may allow, construct on the refinery site an oil refinery having a designed capacity of between 30 000 and 40 000 barrels of crude oil per day; and

(b) in the design, erection, equipment and operation of the refinery comply with accepted modern oil refinery practice and standards.

(2) The Company shall not be liable for delay in constructing the refinery if such delay arises from causes beyond the reasonable control of the Company.

Duty of State to provide facilities

5. The State shall—

- (a) within three years from the commencement of the construction of the refinery build or cause to be built in proximity to the refinery such number of houses not exceeding 250 as the Company shall specify by written notice to the Premier of the State;
- (b) arrange for making such houses available to employees of the refinery for rental or purchase on the usual terms on which similar houses are for the time being offered by the South Australian Housing Trust;
- (c) construct and maintain a suitable heavy duty road to connect the refinery site with a main road running generally north towards Adelaide;
- (d) construct and maintain a railway connecting the refinery with the South Australian railway system;
- (e) arrange for the supply by the Electricity Trust of South Australia to the Company of its requirements of electricity up to a maximum load of 10 000 kilowatts and of steam not exceeding 150 000 lb. an hour at a pressure of 150 lb. per square inch on fair and reasonable terms;
- (f) arrange for the supply to the Company of its reasonable requirements of fresh water not exceeding 2 000 gall. a minute on terms and conditions fixed by or pursuant to the Waterworks Act 1932-1956 or any Acts amending or substituted for that Act.

Powers of the Company as to pipelines anchorage, etc.

6. (1) The Company may without payment of any rental royalty or other charge, at its own expense—

- (a) lay and operate pipelines from the refinery site to Birkenhead and Osborne along or under any road in accordance with plans and specifications approved in writing by the Minister of Roads after consultation with the municipal or district council in whose area the road is situated, and along or under railway lands in accordance with plans and specifications approved by the South Australian Railways Commissioner;
- (b) construct and maintain on the foreshore or seabed in proximity to the refinery site or on land owned by the Company all necessary offshore berthing accommodation, wharves, jetties landing places and submarine pipelines in accordance with plans and specifications approved in writing by The South Australian Harbors Board;
- (c) draw water from the sea at any place adjacent to the refinery site and use such water for cooling and other purposes of the refinery.

(2) The Minister of Roads or The South Australian Harbors Board or the South Australian Railways Commissioner shall not unreasonably refuse to approve any plans and specifications submitted under subclause (1) of this clause.

Cost of a road

7. If a public road running generally along the eastern boundary of the refinery site is opened either on the Company's land or on land adjacent to such eastern boundary the State will bear the cost of construction of such road and no contribution thereto will be required from the Company.

Pilotage, tonnage rates and port dues

8. (1) The master of a ship arriving at, or off, or proceeding to sea from, the Company's marine installations shall not be obliged to receive a pilot on board, or give the ship in charge of a pilot as prescribed in the Harbors Act, 1936-1955.

(2) A ship using the Company's marine installations shall not be chargeable with tonnage rates, but shall be chargeable with port dues.

Inward wharfage on crude oil

9. (1) Inward wharfage on feedstock unshipped by means of the Company's marine installations shall be payable only on the volume of that feedstock that equals the volume of petroleum products manufactured at the refinery from that feedstock and distributed for use only in South Australia by land to any place in the State or by ship to Port Adelaide.

Such wharfage shall be payable in each month on the basis of petroleum products distributed in the previous month. The Company shall make available to the Harbors Board customs or audited figures for the purpose of calculating the amount payable.

(2) Subject to clause 10a, the rate of inward wharfage payable on feedstock pursuant to subclause (1) is \$1.6861 per kilolitre.

(3) Nothing in this clause renders feedstock that is brought into the refinery by land liable to inward wharfage.

Inward wharfage payable by Esso or Mobil on refined product imports

9a. Subject to clause 10a, inward wharfage on finished petroleum products unshipped by Esso or Mobil at the Company's marine installations is payable at the rate of \$1.6861 per kilolitre.

Outward wharfage on refinery products

10. (1) Outward wharfage shall not be chargeable on petroleum products produced at the refinery and shipped from the Company's marine installations.

(2) Subject to clause 10a, outward wharfage on crude oil or condensate shipped by Esso or Mobil from the Company's marine installations is payable at the rate of \$1.6861 per kilolitre.

Alteration of concessional inward and outward wharfage rate

10a. If the rate of wharfage payable at Port Adelaide on goods falling under the heading "Bulk cargo-liquids" pursuant to regulations under the Harbors Act, 1936, is increased or decreased, the rate fixed by clauses 9, 9a and 10 shall be deemed to have been increased or decreased by the percentage of that increase or decrease.

Inward wharfage on refinery products transported intra-state

11. (1) Petroleum products produced at the refinery and transported by sea to Port Adelaide will not be chargeable with inward wharfage at that port unless harbor works and facilities additional to those in existence at the time of the execution of this Indenture are provided at that port by The South Australian Harbors Board and are used for unshipping or landing such products.

If such facilities are so used, wharfage charges appropriate to the amount expended by the said Harbors Board on the provision of such additional facilities will be payable.

(2) Petroleum products produced at the refinery and transported by sea to Port Pirie, Port Lincoln or any other South Australian port (except Port Adelaide) shall be chargeable with inward wharfage at that port at the rate for the time being in force (7s. 6d. per ton at each port at the time of the execution of this Indenture).

General liability to harbor charges

12. Except as expressly provided in this Indenture, this Indenture shall not be deemed to confer any exemption from wharfage, port dues, tonnage rates, pilotage, pilotage rates or other port charges.

Preference

13. The State in purchasing stores for use by the Government and Governmental authorities shall in accordance with the policy of the Government to give preference to goods manufactured within the State give preference to products of the refinery offered for sale by Vacuum Oil Company Proprietary Limited.

Prices

14. The Company will charge for products of the refinery delivered at the refinery prices not higher than the landed cost at Adelaide, including wharfage and import duties, of comparable products available to Vacuum Oil Company Proprietary Limited from its overseas supply sources in the Persian Gulf, using for this purpose Persian Gulf posted prices and tanker freight rates as established from time to time.

Assignment

15. (1) With the written consent of the State the Company may assign or otherwise dispose of any right, power, benefit or privilege conferred on the Company by this Indenture.

(2) A person to whom any right, power, benefit or privilege is so assigned or disposed of may with the written consent of the State further assign or dispose of it.

(3) The Company may with the written consent of the State cause any of its obligations or duties under this Indenture to be performed by any other Company, but notwithstanding such consent the Company shall remain liable for any failure to perform such obligations or duties.

(4) No consent shall be required for the assignment of any right, power, benefit or privilege conferred on the Company by this Indenture to or for the performance of the Company's obligations or duties under this Indenture by a Company more than 50 per cent of the issued shares of which are owned directly or indirectly by Standard-Vacuum Oil Company a company incorporated in the State of Delaware, U.S.A.

(3) The Government shall not arbitrarily or unreasonably withhold consent to any assignment or disposition under this clause.

Mode of giving consent

16. Any consent or permission to be given by the State under this Indenture shall be deemed to be duly given if given by notice in writing to the Company signed by the Premier or Acting Premier of the State.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinbefore written.

His Excellency the Lieutenant Governor of South Australia caused the public seal of the State to be hereto affixed and signed this Indenture on the 14th day of August, 1958, in the presence of:—

A. LYELL McEWIN.



J.M. NAPIER
Lieutenant-Governor.

The Common Seal of Standard-Vacuum Refining Company (Australia) Proprietary Limited was hereto affixed in the presence of:—

R.B. PRICE, Director.
W.C. BIRCH, Secretary.



APPENDIX 2

Legislative History

Legislative history prior to 3 February 1976 appears in marginal notes and footnotes included in the consolidation of this Act contained in Volume 7 of The Public General Acts of South Australia 1837-1975 at page 702.

Section 2:	definition of "the refinery" amended by 78, 1976, s. 8(1) (2nd Sched.)
Section 5(1):	amended by 15, 1976, s. 2(a)-(c)
Section 5(5) and (6):	inserted by 15, 1976, s. 2(d)
Section 6:	redesignated as s. 6(1) by 78, 1976, s. 8(1) (2nd Sched.)
Section 6(2):	inserted by 78, 1976, s. 8(1) (2nd Sched.)
Section 9:	redesignated as s. 9(1) by 41, 1986, s. 2
Section 9(2):	inserted by 41, 1986, s. 2
Section 10:	inserted by 78, 1976, s. 8(1) (2nd Sched.)
	The Indenture has been amended in the following manner by 18, 1958, s. 9(2) (as inserted by 41, 1986, s. 2)
Clause 1(1):	definition of "feedstock" inserted definition of "finished petroleum product" inserted definition of "Esso" inserted definition of "Mobil" inserted
Clause 9(1):	amended
Clause 9(2) and (3):	substituted
Clause 9a:	inserted
Clause 10:	redesignated as clause 10(1)
Clause 10(2):	inserted
Clause 10a:	inserted